July 14, 2026
5:15 PM

CITY OF CHELAN
CITY COUNCIL AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

2. AGENDA CHANGES

3. CITIZEN COMMENTS

   Items not on the agenda. Time limited per the Mayor.

4. CONSENT AGENDA

   All items under the Consent Agenda are approved with one motion. Suggested Motion: I move to approve the Consent Agenda.

   A. Approve the June 09, 2026 Regular Council Meeting Minutes (Deputy City Clerk Couch)

   B. Approve the June 18, 2026, Joint Chelan City Council with the Parks and Recreation Advisory Board Special Meeting Minutes (Deputy City Clerk Couch)

   C. Approve June 23, 2026 Accounts Payable Checks and EFT's & Payroll Checks and EFT' s (Councilmember Sanders)

   D. Approve the June 30, 2026 Strategic Retreat Council Meeting Minutes (Deputy City Clerk Couch)

   E. Approve July 14, 2026 Accounts Payable Checks and EFT's & Payroll Checks and EFT' s (Councilmember Sanders)

   F. Excuse Councilmember Sanders from the June 30, 2026 Strategic Retreat (Mayor McCardle)

   G. 2026 Revised Council Committee Liaison Assignments (City Clerk Gallucci)

   H. Washington State Parks and Recreation Commission Subrecipient Grant Agreement for the Clean Vessel Act (CVA) Operations & Maintenance Agreement No. CVA 524-305 (Parks and Recreation Director Cooper)

5. SPECIAL PRESENTATIONS, PROCLAMATIONS, AND AWARDS

   A. Chelan Valley Feral Cat Project Funding Report (City Clerk Gallucci)

   B. Cascadia Conservation District Presentation (Ryan Williams Executive Director / City Administrator McAloon)

   C. Parks & Recreation Professionals Month Proclamation (Mayor McCardle)

   D. Chelan County Regional Justice Center Presentation (Regional Justice Center Director Sharp)

6. PUBLIC HEARINGS

   A. None.

7. MOTION CONSIDERATIONS

   A. Resolution No. 2026-1483 Washington State Department of Commerce Community Economic Revitalization Board (CERB) Grant Application (City Administrator McAloon)

   B. Resolution No. 2026-1484 Washington State Military Department Public Assistance Grant Agreement (Parks and Recreation Director Cooper)

   C. 2027 Budget Calendar Acceptance (Finance Director Evans)

8. ADMINISTRATIVE REPORTS

   A. Resolution No. 2026-14XX Council Rules of Procedure (City Clerk Gallucci)

   B. Resolution No. 2026-14XX Pilot Program for Outdoor Seating (Community Development Director Ajax)

   C. 2026 Comprehensive Plan Update: Chapter 1 Overview & Vision and Chapter 2 Land Use (Community Development Director Ajax)

9. INFORMATIONAL ITEMS

   These items are for informational purposes only and are generally not discussed.

   A. Tentative Advanced Agenda (City Administrator McAloon)

   B. Contract Intake Report (City Clerk Gallucci)

10. CITY ADMINISTRATOR AND DEPARTMENT REPORTS

11. MAYOR AND COUNCIL COMMENTS

12. EXECUTIVE SESSION

    A. None

13. ADJOURNMENT

Our Vision

Chelan is a rural lakeside community surrounded by pristine natural beauty where generations of visitors and residents enjoy an exceptional quality of life.

Our Guiding Principles & Outcomes

Visionary & Strategic - A city that is forward-thinking, collaborative, and fiscally responsible.

Thriving & Connected - A vibrant, well-planned city where residents have a sense of home.

Healthy & Sustainable - A flourishing city that supports an active community.

Accessible & Welcoming - A safe city where everyone can find community.

The next meeting will be a City Council Regular Meeting on July 28, 2026, beginning at 5:15 p.m. in Council Chambers, 135 E. Johnson Avenue, Chelan, Washington.
A City Council meeting packet is available for review on the City's Website: cityofchelan.gov/meetings

City of Chelan

City Council Meeting
June 9, 2026

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Mayor:
Erin McCardle

Councilmembers:
Agustin Benegas
Brad Chitty
Shane Collins
Jon Higgins
Tim Hollingsworth
Cesar Rivera-Vargas
Terry Sanders

Administrative Personnel:
City Administrator Laura McAloon
City Clerk Peri Gallucci
Deputy City Clerk Cailey Couch
Community Development Director John Ajax
Finance Director Heidi Evans
HR/Communication Director Chad Coltman
Parks & Recreation Director Audrey Cooper
Public Works Director Jake Youngren

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

The meeting was called to order at 5:15 p.m.

2. AGENDA CHANGES

None.

3. CITIZEN COMMENTS
   Items not on the agenda. Time limited per the Mayor.

Robert Goedde, resident of Chelan, invited the public to his 80th birthday and retirement party on June 14, 2026.

Jerrid Higgins, resident of Chelan, voiced his concern over the representation of the City at the State and Legislative level.

4. CONSENT AGENDA
   All items under the Consent Agenda are approved with one motion. Suggested Motion: I move to approve the Consent Agenda.

   A. June 09, 2026 Accounts Payable Checks and EFT's & Payroll Checks and EFT' s

June 09, 2026 Payroll Checks No. 103266 - 103278 EFTs & Direct Deposits totaling $581,606.37 and Accounts Payable Checks No. 213026-213100 and EFT's totaling $713,339.70, Void Check No. 212909 RH2 Check Issued to wrong vendor ($187,931.43), Void Check No. 212915 SGD Golf Duplicate Payment ($87.59), Void Check No. 212943 System Issues ($0.00)

B. Authorization to Pay June 23, 2026 Accounts Payable Checks and EFT's & Payrolls Checks and EFT's & Payroll Checks and EFT' s

C. May 26, 2026 Regular Council Meeting Minutes

D. June 02, 2026 Council Workshop Meeting Minutes

MOTION:	Move to approve the Consent Agenda.
MOVER:	Councilmember Cesar Rivera-Vargas
SECONDER:	Councilmember Jon Higgins
AYES:	Councilmember Terry Sanders, Councilmember Agustin Bengas, Councilmember Brad Chitty, Councilmember Jon Higgins, Councilmember Cesar Rivera-Vargas, Councilmember Tim Hollingsworth, Councilmember Shane Collins
NAYS:	None
RESULT:	Passed

5. SPECIAL PRESENTATIONS, PROCLAMATIONS, AND AWARDS

A. America 250 Proclamation

Mayor McCardle proclaimed the year 2026 as AMERICA 250 in Chelan and encourages all residents to commemorate this historic anniversary through education, remembrance and celebration.

B. Retirement of Outgoing Finance Director Tupling Proclamation

Mayor McCardle recognized and honored outgoing Finance Director Tupling for her outstanding service, dedication, and lasting contributions to the City.

C. Chelan County Sheriff's Office Annual Report

Sheriff Morrison and Sargeant Huddleston each provided an update on the County's system-wide disruption, noting that operations, response time to calls, and trainings are still taking place despite software issues. Mr. Morrison noted the 2025 Annual Report with

updated statistics is not yet available but will be provided as soon as possible. Council requested an update on the e-bike communication plan; Mr. Morrison stated the department will focus on public education to inform the community of the new state law.

D. Boys & Girls Club Seasonal Update

Richardo Chavez, Boys and Girls Club of Snohomish County Athletic Director, presented a comparison of 2025 and 2026 spring season statistics, highlighting growth in both the basketball and the flag football program. Mr. Chavez also provided a recap of the proposed Summer 2026 weekly camps, noted the golf program will resume in Fall of 2026, and provided insight on the before and after school program.

E. Okanogan-Wenatchee Forest Service Update

United States Department of Agriculture Forest Service District Ranger Holly Krake of the Entiat and Chelan area provided an update on the local conditions, including winter storm road damage and efforts to secure federal repair funding. The public is encouraged to report road damage with location coordinates because road damage must be identified by August each year to seek federal funding for repairs. Recreation remains active with all campgrounds open, infrastructure improvements are underway, and cashless payment systems are in place. Ongoing forest management efforts focus on wildfire risk reduction, with an earlier than normal fire season anticipated due to low snowpack and warmer, drier conditions.

6. PUBLIC HEARINGS

A. None.

7. MOTION CONSIDERATIONS

A. Resolution No. 2026-1482 2027-2032 Six-Year Transportation Improvement Program

Public Works Director Youngren presented Resolution No. 2026-1482 which identified seventeen (17) projects totaling approximately $50.1 million in planned transportation investments across the six-year planning period. Projects are organized around five (5) priority themes: Preservation of Existing Pavement, Enhancing Pedestrian Safety, New Walking and Biking Pathways, Easing Traffic Congestion, and Emergency Evacuation Routes.

Pam Van Gerpen, resident of Chelan, voiced her concerns regarding the transparency of the projects listed on the 2027-2032 STIP.

MOTION:	Move to adopt Resolution No. 2026-1482.
MOVER:	Councilmember Tim Hollingsworth
SECONDER:	Councilmember Cesar Rivera-Vargas

AYES:	Councilmember Terry Sanders, Councilmember Agustin Bengas, Councilmember Brad Chitty, Councilmember Jon Higgins, Councilmember Cesar Rivera-Vargas, Councilmember Tim Hollingsworth, Councilmember Shane Collins
NAYS:	None
RESULT:	Passed

B. Washington State Recreation and Conservation Office (RCO) Planning for Recreation Access (PRA) Grant Applications

Parks and Recreation Director Cooper presented two (2) RCO Planning for Recreation Access grant applications for Council consideration. The first proposal is for planning and design of a replacement playground at Don Morse Memorial Park, addressing the existing aging equipment. The second proposal supports Phase 1 planning for Chelan Gorge Park by advancing the 2025 conceptual designs toward permitting, cultural resource review, and development of construction-ready plans for initial park improvements.

MOTION:	Move to authorize the Mayor to finalize and execute the two applications for the Washington State Recreation and Conservation Office (RCO) Planning for Recreation Access (PRA) grant.
MOVER:	Councilmember Shane Collins
SECONDER:	Councilmember Agustin Bengas
AYES:	Councilmember Terry Sanders, Councilmember Agustin Bengas, Councilmember Brad Chitty, Councilmember Jon Higgins, Councilmember Cesar Rivera-Vargas, Councilmember Tim Hollingsworth, Councilmember Shane Collins
NAYS:	None
RESULT:	Passed

8. ADMINISTRATIVE REPORTS

A. Chelan County Regional Justice Center Amendment No. 1 to the Interlocal Agreement for Inmate Housing

City Administrator McAloon presented Amendment No. 1 to the Chelan County Regional Justice Center Interlocal Agreement for Inmate Housing, explaining that the amendment introduces a new billing model based on actual inmate housing days, with charges issued monthly. Medical expenses incurred during incarceration will continue to be billed separately as actual costs and remain the responsibility of the City. Historically, costs were calculated using prior-year inmate population estimates with periodic inflation adjustments.

B. Policy Level Discussion and Housing Grant Funding

Following discussion during the June 2, 2026 meeting, Finance Director Evans presented the redlined draft policy outlining staff recommended edits and highlighted key area of interest for discussion and Council direction. The most significant proposed change is an increase to the Area Median Income (AMI) eligibility threshold to 120% to align with the limits used by partner agencies. Staff also requested Council guidance on how the remaining balance of affordable housing funds should be awarded for the year of 2026.

C. Lakeside Lodge Parking Discussion

City Administrator McAloon shared City staff determined in 2025 that no approved free parking permit program existed for Lakeside Lodge and notified the owner that permits would no longer be honored beginning in 2026. Since then, staff have worked with the property owner to address parking needs on Johnson Place. After much discussion, Council requested a few options for an overnight permit and the potential impacts on the park, neighbors, and businesses associated with the options.

Vicki Martz, resident of Chelan, and Tammy Hague, resident of Chelan, both voiced their concerns over the allotted parking stalls previously issued to Lakeside Lodge.

Olga Mannos, resident of Tacoma, and Barry DePaoli, resident of Chelan, both voiced their concerns about fairness if the City were to allow Lakeside Lodge to use the parking passes in the now paid parking stalls.

City Administrator McAloon asked if anyone observes a violation in these parking stalls to call the Parks and Recreation office so that parking enforcement can address the issues, as the yellow parking passes are not allowed.

9. INFORMATIONAL ITEMS

These items are for informational purposes only and are generally not discussed.

A. Tentative Advanced Agenda

B. Council Committee Liaison Reports

C. Contract Intake Log

D. Lake Chelan Chamber of Commerce Financial Report

10. CITY ADMINISTRATOR AND DEPARTMENT REPORTS

<u>City Administrator McAloon</u>
None.

<u>City Clerk Gallucci</u>

None.

Community Development Director Ajax
Addressed the petition on social media regarding the short-term rental cap, clarifying that units at the Lookout, Chelan Butte, and Chelan Highland Farms are proposed and not yet approved by the City, and emphasized the distinction between proposed and approved developments.

Finance Director Evans
Expressed her appreciation to Mayor McCardle and City Administrator McAloon for the Director's Retreat.

HR/Communications Director Coltman
Stated fifty-five (55) applications have been received for the Finance Department receptionist position. Recognized the retirement of outgoing Finance Director Tupling, noting that City staff held an open house in her honor. Shared staff anniversaries: Peri Gallucci, City Clerk (16 years); Monica Libby, Community Development Planner (2 years); and Chad Coltman, HR/Communications Director (2 years). Additionally, noted City staff will participate in de-escalation training next week provided by the Chelan County Sheriff's Behavioral Health Department.

Parks and Recreation Director Cooper
Reminded everyone of the upcoming ribbon cutting ceremony at Lakeside Park, scheduled for Monday, June 15, 2026, at 6:00 p.m.

Public Works Director Youngren
He shared paving for both the State Route 150 and Sanders Avenue projects will occur this month.

11. MAYOR AND COUNCIL COMMENTS

Mayor McCardle
Asked for two (2) voting delegates from among the three (3) Councilmembers attending the upcoming Association of Washington Cities (AWC) conference. Reminded Council and staff of upcoming meetings, including the Joint Council and Parks and Recreation Advisory Board meeting scheduled for June 18, 2026, at 5:15 p.m. at Chelan City Hall, and the Council Retreat scheduled for June 30, 2026, at 5:15 p.m. at the Chelan Senior Center. Emphasized the importance of communicating City accomplishments and providing broader context during interactions with state and federal representatives, noting this approach supports awareness of City challenges and strengthens future funding opportunities. Highlighted key initiatives, including development of a StoryMap to showcase ongoing projects, infrastructure funding secured through a Connecting Housing to Infrastructure Program (CHIP) grant for affordable housing, a $750,000 investment in Lakeside Park for an ADA-accessible playground and updated restrooms, and an annual

$45,000 contribution to support the Boys & Girls Club.

Councilmember Benegas
Echoed Councilmember Sanders' comments.

Councilmember Chitty
Reflected on community-wide parking challenges, noting the issue extends beyond the Lakeside Park area. Emphasized the importance of communicating major projects in clear layman's terms.

Councilmember Collins
Expressed appreciation for staff reports and comments. Congratulated outgoing Finance Director Tupling and recognized City Clerk Gallucci's seventeen (17) years of service. Raised concerns regarding e-bike use in parks and in the skate park area.

Councilmember Higgins
Echoed prior comments from Councilmembers Sanders, Councilmember Benegas, and Councilmember Chitty. Congratulated outgoing Finance Director Tupling.

Councilmember Hollingsworth
Commended agency reports and acknowledged the ongoing feedback related to short-term rentals. He noted the importance of addressing public perception and emphasized that the City is actively working on long-range projects.

Councilmember Rivera-Vargas
None.

Councilmember Sanders
Expressed appreciation for the Chelan County Sheriff's Office, Boys & Girls Club of Snohomish County, and the United States Department of Agriculture presentations. Recognized the positive work occurring in the community and thanked the public for comments. Lastly, acknowledged staff efforts in providing comprehensive information to Council.

12. EXECUTIVE SESSION

    A. None.

13. ADJOURNMENT

MOTION:	Motion to Adjourn the meeting.
MOVER:	Councilmember Jon Higgins

SECONDER:	Councilmember Brad Chitty
AYES:	Councilmember Terry Sanders, Councilmember Agustin Bengas, Councilmember Brad Chitty, Councilmember Jon Higgins, Councilmember Cesar Rivera-Vargas, Councilmember Tim Hollingsworth, Councilmember Shane Collins
NAYS:	None
RESULT:	Passed

The meeting was adjourned at 8:33 P.M.

Date Approved:

_____
Cailey Couch
Deputy City Clerk

_____
Erin McCardle
Mayor

City of Chelan

City Council Meeting
June 18, 2026

COUNCIL, BOARDMEMBERS AND ADMINISTRATIVE PERSONNEL PRESENT

Mayor:
Erin McCardle

Councilmembers:
Agustin Benegas
Brad Chitty
Shane Collins
Jon Higgins
Tim Hollingsworth
Cesar Rivera-Vargas
Terry Sanders (via Zoom)

Boardmembers:
Janet Heg
Brad Nelson
Linda Reister
Matt Engstrom

To Be Excused:
Todd Higley

Administrative Personnel:
City Administrator Laura McAloon
City Clerk Peri Gallucci
Deputy City Clerk Cailey Couch
Community Development Director John Ajax
Finance Director Heidi Evans
Parks & Recreation Director Audrey Cooper
Public Works Director Jake Youngren

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 5:15 p.m.

2. CALL THE PARKS AND RECREATION ADVISORY BOARD TO ORDER AND ROLL CALL

The meeting was called to order at 5:15 p.m.

3. AGENDA CHANGES

None.

4. ADMINISTRATIVE REPORTS

   A. National Golf Foundation (NGF) Final Report

Parks and Recreation Director Cooper led discussion from the National Golf Foundation's final report on their study for the Lake Chelan Municipal Golf Course. Following discussion with the Parks and Recreation Advisory Board, Council has directed City Staff to return with data from a Request for Information (RFI) exploring third-party operations options, along with the development of an in-house business plan outlining a step-by-step approach. The estimated timeline for completion is six (6) to eight (8) weeks, with intermittent updates to be provided as information becomes available.

5. ADJOURNMENT OF THE PARKS AND RECREATION ADVISORY BOARD MEETING

MOTION:	Move to Adjourn the Meeting.
MOVER:	Boardmember Janet Heg
SECONDER:	Boardmember Brad Nelson
AYES:	Boardmember Matt Engstrom, Boardmember Janet Heg, Boardmember Todd Higley, Boardmember Nelson, Boardmember Reister
NAYS:	None
RESULT:	Passed

6. ADJOURNMENT

MOTION:	Motion to adjourn the meeting.
MOVER:	Councilmember Shane Collins
SECONDER:	Councilmember Cesar Rivera-Vargas
AYES:	Councilmember Terry Sanders, Councilmember Agustin Bengas, Councilmember Brad Chitty, Councilmember Jon Higgins, Councilmember Cesar Rivera-Vargas, Councilmember Tim Hollingsworth, Councilmember Shane Collins
NAYS:	None
RESULT:	Passed

The meeting was adjourned at 6:37 P.M.

Date Approved:

_____	_____
Cailey Couch	Erin McCardle
Deputy City Clerk	Mayor

City of Chelan

City Council Meeting
June 30, 2026

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Mayor:
Erin McCardle

Councilmembers:
Agustin Benegas
Brad Chitty
Shane Collins
Jon Higgins
Tim Hollingsworth (arrived at 5:24 p.m.)
Cesar Rivera-Vargas

Absent/To Be Excused
Terry Sanders

Administrative Personnel:
City Administrator Laura McAloon
City Attorney Quentin Batjer
City Clerk Peri Gallucci
Deputy City Clerk Cailey Couch
Community Development Director John Ajax
Finance Director Heidi Evans
HR/Communication Director Chad Coltman
Parks & Recreation Director Audrey Cooper
Public Works Director Jake Youngren

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 5:16 p.m.

2. AGENDA CHANGES

None.

3. STRATEGIC RETREAT WORKSHOP DISCUSSION

City Administrator McAloon facilitated a discussion with Councilmembers and City staff regarding the City's strategic priorities and future direction. The discussion was intended to inform prioritization efforts during preparation of the FY2027 Budget. McAloon presented an overview of the City Council's policymaking role, distinguishing the Council's legislative responsibilities from the administrative duties of the Mayor and City staff. The presentation reviewed key policy tools available to Councilmembers, including the Comprehensive Plan, City Code, and annual budget, and explained how these tools are used to establish and implement priorities.

Mayor McCardle provided an overview of the 2026 City's strategic planning framework,

highlighting the relationship between community visioning, guiding principles, strategic initiatives, performance measures, and long-term decision-making. Councilmembers discussed potential gaps in existing initiatives and identified additional areas of focus for future consideration.

Representatives from Capitol Path Consulting, Kyla Blair and Daniel Pailthrop, presented a legislative update on the Washington State budget and funding issues, local government revenue authority, and anticipated priorities and challenges for the 2027 legislative session. The presentation also outlined examples of legislative agendas utilized by other jurisdictions and reviewed a process and timeline for developing the City's legislative priorities.

Councilmembers participated in a tabletop exercise focused on capital project prioritization, examining funding trade-offs, project ranking methodologies, and decision-making strategies for allocating limited resources among competing community needs. Discussions included Parks and Recreation capital projects, collaborative decision-making approaches, and future community outcomes. Councilmembers also identified factors that would assist them in making more informed policy and funding decisions.

City Administrator McAloon acknowledged Mayor McCardle and the Chelan County Sheriff's Office for their assistance in planning and facilitating the City's Director Retreat in Stehekin. She explained the key organizational strategies for 2027 include collaboration, process audits, and consolidation. Discussion also highlighted Parks and Recreation projects as among the City's highest capital project priorities.

The retreat concluded with a closing reflection exercise in which Councilmembers were asked to envision what headline they would like to see published about Chelan one year from now, reinforcing the community outcomes and strategic goals discussed throughout the retreat.

4. MAYOR AND COUNCIL COMMENTS

None.

5. ADJOURNMENT

MOTION:	Motion to Adjourn.
MOVER:	Councilmember Tim Hollingsworth
SECONDER:	Councilmember Jon Higgins
AYES:	Mayor Erin McCardle, Councilmember Agustin Bengas, Councilmember Brad Chitty, Councilmember Jon Higgins,

	Councilmember Cesar Rivera-Vargas, Councilmember Tim Hollingsworth, Councilmember Shane Collins
NAYS:	None
RESULT:	Passed

The meeting was adjourned at 8:06 P.M.

Date Approved:

_____
Cailey Couch
Deputy City Clerk

_____
Erin McCardle
Mayor

City of Chelan

2026-001R

CITY COUNCIL July 14, 2026

Subject/Title:	2026 Revised Council Committee Liaison Assignments (City Clerk Gallucci)
Department:	Administration
Staff Contact:	Peri Gallucci
Guiding Principles:	Thriving & Connected
Initiatives:	Increase Community Engagement
Reviewed By:	City Administrator
Number of Looks:	Look No. 1 of 1

PREVIOUS ACTION TAKEN

Council had previously adopted the Council Commitee Liaison Assignments during the January 13, 2026 meeting.

OVERVIEW

Each year the council committee liaison assignments are brought forward for Council to select the committees and boards on which they would like to serve. The assignment sheet was updated to reflect Councilmember Rivera-Vargas assuming Councilmember Ericks' committee assignments.

FINANCIAL IMPLICATIONS

None.

ATTACHMENTS

1. 2026 Revised Council Committee Liaison Assignment - draft

SUGGESTED MOTION

I move to adopt the 2026 Council Committee Liaison Assignments, as presented.

2026 MAYOR & CITY COUNCIL LIAISON ASSIGNMENTS AND MEETING SCHEDULE - DRAFT

Committee Name	Assigned Councilmember	Committee Contact Information	Meeting Time & Location	Report Needed Y/N
City Council	**Mayor & Council**	**Peri Gallucci (509) 682-8019** perig@cityofchelan.gov	**2nd & 4th Tuesday, 5:15 p.m.** Chelan City Hall, Council Chambers	**No**
City Council Workshop	**Mayor & Council**	**Peri Gallucci (509) 682-8019** perig@cityofchelan.gov	**1st Tuesday, 5:15 p.m.** Chelan City Hall, Council Chambers	**No**
Cascadia Conservation District	**1. Shane Collins** **2.Augustin Benegas**	**Ryan Williams (509) 306-3407** ryanw@cascadiacd.org	**3rd Friday, 1:30 p.m. (Zoom Available)** 1350 McKittrick St. Suite B, Wenatchee	**Yes**
Chelan County Commissioners	**Mayor & City Administrator**	**Anabel Torres (509) 667-6220** Anabel.torres@co.Chelan.wa.us	**Monday & Tuesday, 9:00 a.m. - 2:00 p.m.** Chelan County Administration Building 400 Douglas St. Suite 201, Wenatchee	**No**
Chelan County Fire District 7	**Jon Higgins**	**Russ Jones (509) 860-3616** rjones@cfr7.org	**3rd Wednesday, 3:00 p.m. (Zoom Available)** Chelan Fire and Rescue Station #71 232 E. Wapato Ave. Chelan	**Yes**
Chelan County Sheriff's Office Meeting	**Cesar Rivera-Vargas** (Jan-April) **Jon Higgins** (May - Aug) **Terry Sanders** (Sept - Dec)	**Rob Huddelston** rob.huddleston@co.chelan.wa.us	Dates & Times TBD	**Yes**
Chelan Valley Housing Trust	**Jon Higgins**	**Scott Meyers (509) 860-9108** scott@chelanvalleyhousing.org	**3rd Monday, 6:00 p.m.** 123 E. Johnson Ave, Suite 1, Chelan	**Yes**
Chelan Douglas Regional Port Authority Board	**Tim Hollingsworth**	**Brooke Lammert (509) 884-4700** brooke@cdrpa.org	**2nd & 4th Tuesday, 9:00 a.m.** Confluence Technology Center, 285 Technology Center Way, Wenatchee	**Yes**
Chelan Douglas Transportation Council	**Mayor**	**Chad Daggett (509) 663-9059** chad@chelan-douglas.org	**2nd Thursday, 9:00 a.m. - 11:00 a.m.** Confluence Technology Center 285 Technology Way, Wenatchee	**Yes**
Historic Downtown Chelan Association	**Brad Chitty**	**Aimee Sheridan (509) 682-4322** aimee@histroicchelan.org	**3rd Wednesday, 9:00 a.m. 10:00 a.m.** Chamber of Commerce, 216 E. Woodin Ave.	**Yes**
Lake Chelan Chamber of Commerce Board	**Cesar Rivera-Vargas** (Feb, Apr, June, Aug, Oct, Dec) **Terry Sanders** (Jan, Mar, May, July, Sept, Nov)	**Ruby Garcia (509) 682-3503** ruby@lakechelan.com	**3rd Tuesday, 5:00 p.m.** Lake Chelan Chamber of Commerce 216 E Woodin Ave, Chelan	**Yes**

2026 MAYOR & CITY COUNCIL LIAISON ASSIGNMENTS AND MEETING SCHEDULE - DRAFT

Committee Name	Assigned Councilmember	Committee Contact Information	Meeting Time & Location	Report Needed Y/N
Lake Chelan School District	**Jon Higgins**	**Brad Wilson (509) 682-3515** wilsonb@chelanschools.org	**4th Monday, 6:00 p.m.** School District Building, 309 E. Johnson Ave, Chelan	**Yes**
Lake Chelan Water Shed Planning Unit	**Tim Hollingsworth**	**Lisa Dowling (509) 667-6682** lisa.dowling@co.chelan.wa.us	**Quarterly 2nd Wednesday, 1:00 - 3:30 p.m.** (Meeting Dates: 3/13/24, 6/12/24, 9/11/24, 12/11/24) Chelan Fire Hall - District 7 Fire Station, 232 E. Wapato Ave, Chelan	**Yes**
Legislative Committee	**Cesar Rivera-Vargas**	**Erin McCardle (509) 682-1071** mayor@cityofchelan.gov	Date & Time TBD Chelan City Hall, 135 E. Johnson Ave	**Yes**
LEOFF Retirement Board #1	**Cesar Rivera-Vargas**	**Rosa Barragan (509) 667-6804** Rosalinda.Barragan@co.chelan.wa.us	Last Monday, 12:00 p.m. Noon, County Commissioner's Office, Wenatchee	**No**
Link Transit Board Meetings	**Mayor**	**Selina Banko (509) 664-7608** boardclerk@linktransit.com	**3rd Tuesday, 3:00 p.m.** Columbia Station, 3rd floor Conference Room, 300 South Columbia St, Wenatchee	**Yes**
Manson Community Council	**Augustin Benegas**	communitycouncilmanson@gmail.com	**3rd Tuesday, 6:00 p.m.** Manson Park & Recreation 142 Pedoi St, Manson WA 98831	**Yes**
Our Valley Our Future - Chelan Douglas Housing Solutions Group	**Tim Hollingsworth**	**Steve Maher (509) 630-2090** info@ourvalleyourfuture.org	**2nd Tuesday, 8:30 a.m. - 9:30 a.m.** On Zoom	**Yes**
Parks and Recreation Advisory Board	**1. Shane Collins** **2.Brad Chitty**	**Audrey Cooper (509) 682-8039** audreyc@cityofchelan.gov	**3rd Thursday, 5:15 p.m.** Parks and Recreation Admin Building 619 W. Manson Hwy, Chelan	**Yes**
Planning Commission	**1. Cesar Rivera-Vargas** **2. Tim Hollingsworth**	**John Ajax (509) 682-8005** johna@cityofchelan.gov	**3rd Wednesday, 5:15 p.m.** Chelan City Hall, Council Chambers	**Yes**
Regional Public Facilities District	**Tim Hollingsworth**	**Cindy Herdt (509) 888-8090** cherdt@towntoyotacenter.com	**4th Thursday, 12:00 p.m. Noon,** Town Toyota Center Crunch Pak Meeting Room 1300 Walla Walla Ave, Wenatchee	**Yes**
Solid Waste Council	**Augustin Benegas**	**Kris Perry (509) 667-6415** kristoffer.perry@co.chelan.wa.us	**Quarterly 1st Monday 4:00 p.m. (Zoom Available)** Chelan County Public Works Building 316 Washington St. Ste. 402, Wenatchee	**Yes**
Tri-Commission Meeting	**Mayor**	**Rebekah Neumann (509) 661-4212** Rebekah.Neumann@chelanpud.org	**Date TBD Tuesday 1:00 p.m. - 3:00 p.m.** Confluence Technology Center, 285 Technology Center Way, Wenatchee	**Yes**

MAYOR & COUNCILMEMBER CONTRACT INFORMATION

Name	Email Address
Mayor McCardle	mayor@cityofchelan.gov
Councilmember Sanders	terrys@cityofchelan.gov
Councilmember Benegas	augustineb@cityofchelan.gov
Councilmember Chitty	bradc@cityofchelan.gov
Councilmember Higgins	johnh@cityofchelan.gov
Councilmember Rivera-Vargas	cesarr@cityofchelan.gov
Councilmember Hollingsworth	timh@cityofchelan.gov
Councilmember Collins	shanec@cityofchelan.gov

City of Chelan

2026-002

CITY COUNCIL July 14, 2026

Subject/Title:	Washington State Parks and Recreation Commission Subrecipient Grant Agreement for the Clean Vessel Act (CVA) Operations & Maintenance Agreement No. CVA 524-305 (Parks and Recreation Director Cooper)
Department:	Parks and Recreation
Staff Contact:	Audrey Cooper
Guiding Principles:	Visionary & Strategic
Initiatives:	Establish a Long-Range Economic Strategy
Reviewed By:	City Administrator and Finance Director
Number of Looks:	Look No. 3 of 3

PREVIOUS ACTION TAKEN

This item was previously discussed during the January 06, 2026 workshop and the June 09, 2026 Council meeting.

OVERVIEW

Lakeshore Marina is one of six (6) locations on Lake Chelan with a public Marine Sewage Disposal (pumpout) facility. These facilities help prevent the discharge of human waste into the lake and require routine maintenance and periodic replacement of components to function properly and remain compliant. The pumpout facility at Lakeshore Marina is provided at no cost during staffed hours at the marina. It serves as an important public amenity for the recreational boating community while also protecting Lake Chelan's water quality.

The City has previously been awarded a Clean Vessel Act (CVA) Operations and Maintenance (O&M) grant for the Marine Pumpout Station at Lakeshore Marina, and has again been awarded another 5-year O&M Grant. This program is funded by U.S. Fish & Wildlife Service and administered by the Washington State Parks and Recreation Commission. The grant reimburses up to seventy-five (75) percent of eligible operational and maintenance expenses, including staff time, for the upkeep and operation of marine pumpout facilities. Staff must track and report annually the gallons pumped and a maintenance log of staff time and materials, and maintain posted signage at the pumpout location.

FINANCIAL IMPLICATIONS

Total federal award committed to the City over the next 5 years: $31,125.00
25% required match by the City over the next 5 years: $10,375.00

ATTACHMENTS

1. WA State Parks and Recreation Commission Subrecipient Grant Agreement for the Clean Vessel Act (CVA) Operations & Maintenance Agreement No. CVA524-305

SUGGESTED MOTION

I move to authorize the Mayor to finalize and execute the Washington State Parks and Recreation Commission Subrecipient Grant Agreement for the Clean Vessel Act (CVA) Operations & Maintenance Agreement No. CVA 524-305.

Washington State Parks and Recreation Commission
Subrecipient Grant Agreement
Clean Vessel Act Program (CVA)
Operations & Maintenance Agreement
City of Chelan
Agreement: CVA 527-305

This Agreement is between the State of Washington, Washington State Parks and Recreation Commission (State Parks) acting by and through its Clean Vessel Act Grant Program ("CVA" or "Recipient") and the City of Chelan ("Subrecipient"), each a "Party" and, together, the "Parties".

SECTION 1: Authority

Per 2 Code of Federal Regulations 200 (2 CFR 200), State Parks has determined this to be a "Subrecipient" relationship under 2 CFR 200.331. This subrecipient agreement is authorized by 2 CFR 200 and 50 CFR 85 (Clean Vessel Act Grant Program, or CVA).
CVA is authorized to provide grants for boating facility projects and has sufficient grant funds available within its current biennial budget and has authorized expenditure on the Subrecipient's Project as defined below. The Subrecipient agrees to comply with 2 CFR 200, CVA's rules, policies and procedures, and this Subrecipient Grant Agreement.

SECTION 2: Purpose

The purpose of this Agreement is to set forth the obligations of both Parties in the ongoing operation and maintenance of an existing Clean Vessel Act Marine Sewage Disposal Facility (MSDF) or pumpout vessel, located at the city of Chelan, hereinafter called the "Project".

All projects funded under this program are subject to Federal CVA criteria and subrecipient requirements. Federal guidelines, program information, requirements, forms, and reporting can all be found on the CVA webpage: https://parks.wa.gov/about/grants/clean-vessel-act-grant-program. See also *Section 7.1.5 – Federal Guidelines.*

Construction, renovation, installation, purchase, and/or improvement of an existing MSDF Facility is not allowable under this agreement. If such services are needed and approved by CVA, they will be detailed under a separate agreement.

SECTION 3: Courtesy Information & Reminder

The following list highlights key sections of this agreement, provided for ease of reference. However, other important information exists throughout this document, and the onus is on the Subrecipient to read the entire document including any Exhibits, Attachments, or other information incorporated by reference.

- **Term:** See *Section 5 - Agreement Term, Effective Date, & Duration*
- **Party's Authorized Representatives***: See Section 6 - Authorized Representatives.*
- **Reporting Requirements:** See *Section 7.1.4 – Reporting*
- **Funding and Match Amounts:** See *Section 8 – Project Funding & Required Match*
- **Reimbursement Requests:** See *Section 10 – Terms of Payment*
- **Accident Report:** See *Section 13.8 – Accident Report*
- **Information Required for Federal Subawards (2 CFR 200.331(A):** *Exhibit A*
- **Subrecipient's Approved CVA Grant Application:** *Attachment*

SECTION 4: Definitions

4.1 CVA: The federally funded Clean Vessel Act Grant Program administered by State Parks. For this agreement, CVA represents the State of Washington. If CVA ceases to exist or is no longer the state program designated to administer this federal program, then references to CVA will be understood to be the State of Washington.

4.2 MSDF: Marine Sewage Disposal Facility. Includes any facility designed, purchased, installed, constructed, renovated, operated, repaired, or maintained with Clean Vessel Act grant funds. This includes stationary pumpout units, portable pumpout carts, dump stations, floating restrooms, pumpout barges, and pumpout vessels.

4.3 O&M: Operation and Maintenance. Defined in full by federal regulation 50 CFR 85.11. In summary, these are the activities necessary for upkeep of a facility, including routine recurring custodial maintenance such as housekeeping and minor repairs, as well as non-routine cyclical maintenance to keep facilities fully functional. This category is inclusive of the supplies, materials, and tools necessary to carry out the work.

4.4 Pumpout Vessel: A boat designed, purchased, installed, constructed, renovated, operated, repaired, or maintained with Clean Vessel Act grant funds. The sole purpose of such vessels is to provide free or low cost (no more than $5) pumpout services to recreational boats.

4.5 Recreational Vessel: per federal regulation 50 CFR 85.11 as a vessel owned and operated primarily for pleasure; or a vessel leased, rented, or chartered to another for recreational use.

4.6 Subrecipient: A Non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. In this agreement, the subrecipient is the successful applicant with whom Washington CVA awards a Clean Vessel Act grant (See 2 CFR 200.93).

4.7 Subrecipient Grant Award: Also known as a subaward. Defined in federal regulation as "an award provided by a pass-through entity to a subrecipient, in order for the subrecipient to carry out part of a federal award received by the pass-through entity." It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (See 2 CFR 200.92).

SECTION 5: Agreement Term, Effective Date, and Duration

This agreement is effective on the date of the last signature. It will terminate on **June 30, 2031**, or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with *Section 19 – Termination,* or extended via formal amendment as described in *Section 20 - Amendments.* Final payment requests must be submitted within 30 days of the termination date.

SECTION 6: Authorized Representatives

State Parks CVA Program Representative:
Lydia Moorehead, CVA Program Manager
Washington State Parks - Boating Program
300 Desmond Drive SE
Lacey, WA 98503
360-902-8659
Lydia.moorehead@parks.wa.gov
CVA website: https://parks.wa.gov/about/grants/clean-vessel-act-grant-program

Subrecipient Representative:
Audrey Cooper
Parks and Recreation Director
135 E Johnson Avenue
Chelan, WA 98816
509-682-8039
acooper@cityofchelan.us

Note: Either party may designate a new authorized representative by written notice to the other.

SECTION 7: Responsibilities of Each Party

7.1 Responsibilities of Subrecipient. This project itself is the sole responsibility of Subrecipient. CVA undertakes no responsibility to Subrecipient, or to any third party, other than as expressly set out in this document. The Subrecipient shall be solely responsible for achievement of the deliverables and reporting applicable to this project. The Subrecipient will be solely responsible for any claim or suit, of any nature, by any third party, related in any way to this project.

7.1.1 Project Timeline. The Subrecipient is responsible for maintaining the project timeline for all activities. The full work of this project shall be completed by the end date of this agreement, identified in *Section 5 – Agreement Term, Effective Date, & Duration*.

7.1.2 O & M of a Land-Based Marine Sewage Disposal Facility (MSDF). If a land-based MSDF is identified in the subrecipients approved program, the subrecipient shall operate and maintain a public, no-cost marine sewage disposal facility. O&M shall include provision of trained staff to operate the MSDF, maintenance of the MSDF in good operating condition, equipment repairs, supplies, proper disposal of waste, and operation of the MSDF during normal business hours.

7.1.3 O & M of a Pumpout Vessel. If a pumpout vessel is identified in the subrecipients approved program, the subrecipient shall operate and maintain that pumpout vessel in good operating condition. Each pumpout vessel may charge up to $5.00 per pumpout and may only pumpout recreational boats. O&M shall include provision of trained staff to operate the pumpout vessel, maintenance of the pumpout vessel in good operating condition, equipment repairs, supplies, proper disposal of waste, and operation of the pumpout vessel as proposed.

7.1.4 Reporting.

Subrecipients are responsible for submitting the following reports on an annual basis or as otherwise agreed to, along with the O&M Reimbursement Request Form:

- Gallonage report
- Maintenance log
- Pumpout vessel service log (required for pumpout vessels only)
- Sewage disposal log (required for pumpout vessels only)

Reporting templates are available on the CVA webpage (https://parks.wa.gov/about/grants/clean-vessel-act-grant-program). Reports must be

submitted along with annual reimbursement requests. Details and due dates are provided in *Section 10 – Terms of Payment.*

Note: Reimbursement requests will not paid unless all required reports are complete and submitted.

7.1.5 Federal Guidelines.
Subrecipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85, or Boating Infrastructure Grant Program 50 CFR Part 86), as well as the Dept of Interior's (DOI) FFAG terms and conditions, available on the DOI's website: https://www.fws.gov/library/collections/financial-assistance-general-award-terms-and-conditions. Refer to the general terms and conditions in this library in effect as of the signature date on your award. See also the Department of the Interior's General Award Terms and Conditions: https://www.doi.gov/grants/doi-standard-terms-and-conditions.
The required federal and program guidelines are also available on the CVA web landing page:https://parks.wa.gov/about/grants/clean-vessel-act-grant-program.

7.1.6 Periodic Inspections. Subrecipient hereby grants State Parks, or its authorized representative, a right to enter upon Subrecipient's property as deemed necessary for inspection, compliance, and monitoring purposes. These periodic inspections are intended to ensure continued and satisfactory compliance with the terms of this agreement, including but not limited to the use of appropriate materials, products, and workmanship. These inspections require 7 days advance notice to the Subrecipient.

7.1.7 Required Signage – Funding Acknowledgements. The Subrecipient shall ensure appropriate signs are posted and maintained at the site, in conspicuous locations. Signs shall include the international pumpout symbol, available from CVA in electronic format upon request. Required minimum signage:

- Informational signs indicating use restrictions, fees, hours of operation, and a contact name and phone number to call in case of emergency, or if the MSDF is inoperable. These signs may be provided at no cost by contacting the Clean Vessel Act Program Manager.
- If the MSDF is on a vessel, signs/lettering on the boat must be clearly visible to boaters, advertising the availability of the service and telephone number/radio frequency identifying how to contact the pumpout vessel. Signs should include restrictions, hours of operation, and a contact name and phone number to call.
- Signs posted shall include the following: "Funding for this pumpout station was provided by the Washington State Parks Clean Vessel Act Grant Program, which is funded by the U.S. Fish & Wildlife Service through the Sport Fish Restoration and Boating Trust Fund, which is financed by your purchase of motorboat fuels and fishing equipment."
- If publishing any report, news release or publication regarding this project, the subrecipient shall ensure the following acknowledgement is included: "Partial funding was through Washington State Parks, in cooperation with the U.S. Fish and Wildlife Service Clean Vessel Act Grant Program."

7.1.8 Public Access to Project. The Subrecipient shall allow open and unencumbered public access to the project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

7.1.9 Subcontracting. The Subrecipient shall be responsible for the maintenance and operation of the project and related facilities. This does not restrict the Subrecipient's ability to subcontract for services. Should the subrecipient need to subcontract any part of the

work, 2 CFR 200 requires and instructs the subrecipient how to competitively compete for these services. Any subcontracted services require the following:

7.1.7.1 Payment to Subcontractors. Subrecipient agrees to:

a. Make payment promptly as due to all contractors, subcontractors, vendors, or any other persons supplying labor or materials for the project

b. provide workers' compensation insurance coverage for all workers, unless they meet any requirement for exemption. Subrecipient shall require and ensure that each of its subcontractors complies with this requirement.

c. Not permit any lien or claim to be filed or prosecuted against State Parks, due to any construction or maintenance activities at the project.

7.1.9.2 Indemnification by Subrecipient's Subcontractors. The Subrecipient shall ensure its subcontractors will indemnify, defend, save and hold harmless the State of Washington and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the subrecipient and its subcontractors.

7.1.10 Accounting Controls. Accounting controls must be established which are adequate to ensure that expenditures are for allowable purposes and that documentation is readily available to verify that such charges are accurate. The burden of proof lies with the Subrecipient to provide clear information as to the expense and form of payment.

7.2 Responsibilities of the Clean Vessel Act Program (CVA), operated by State Parks:

7.2.1 CVA shall pay the Subrecipient as described in *Sections 8 – Project Funding & Required Match,* and *Section 10 – Terms of Payment.*

7.2.2 CVA shall provide timely communication with the subrecipient with regards to questions, approvals, activity reporting, and project close-out.

SECTION 8: Project Funding & Required Match

8.1 Federal Funding. CVA has received a grant from the United States Department of the Interior, Fish and Wildlife Services, (USFWS) as described in Exhibit A. In accordance with 2 CFR 200.331, CVA has determined that the other party to this agreement is a subrecipient of these federal funds.

8.2 Grant Funds. Upon approval by its governing body or bodies, CVA shall provide federal grant funds to the recipient, in the amount of:

- **2026 Grant Funding: $31,125.00** (Thirty One Thousand, One Hundred and Twenty-Five dollars and no/100 cents)

In most cases, the Subrecipient will not receive more than this approved amount. CVA may consider unanticipated events that request additional funds. Such events must be submitted to and approved by CVA in advance of the expense being incurred. If the request is approved, additional funds will be added to this agreement via amendment.

8.3 Match. The Subrecipient shall contribute at least twenty five percent (25%) of the total project cost as cost sharing or non-federal match as described in the approved project budget.

- **2026 Required Match: $10,375.00** (Ten Thousand, Three Hundred Seventy-Five dollars and no/100 cents)

Such cost sharing or match may be provided as cash costs or third-party in-kind services provided such services are reasonable and necessary for grant purposes. In-kind services are non-

reimbursable. Allowability of any cost sharing or match shall be determined in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

The Subrecipient shall maintain records that adequately document the valuation of non-federal match/in-kind services according to the program criteria. Further instructions on adequate valuation of match expenses can be found on the CVA webpage, or by contacting the Clean Vessel Act Program Manager.

SECTION 9: Eligible and Non-Allowable Expenses

All costs charged by the Subrecipient and subcontractors must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project, and must be well documented and in conformance with federal requirements (50 CFR Part 85 and 2 CFR Part 200 as applicable and adopted in regulation by 2 CFR 1402.100).

9.1 Eligible Project Expenses.

9.1.1 Cost of parts, supplies, and materials directly related to care of the equipment.
9.1.2 Costs of utilities to operate and maintain the equipment.
9.1.3 Cost of sewage disposal from pumpout holding tank, or disposal to public sewer or treatment plant.
9.1.4 Replacement or back-up parts.
9.1.5 Meters or telemetry equipment used for monitoring the system.
9.1.6 Operating costs for pumpout boats (staff, fuel, fluids, repairs, maintenance) or operating costs for boats used to service floating restrooms (staff, fuel, fluids).
9.1.7 Documented staff or contract labor associated with routine custodial and non-routine maintenance and repairs of the project.
9.1.8 Other items as deemed by CVA to be necessary to complete the project

9.2 Disallowed Project Expenses.

9.2.1 Entertainment Costs. In accordance with 2 CFR 200, the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities and alcoholic beverages are not allowable expenses.
9.2.2 Prior Costs. CVA will not reimburse Subrecipient for any costs incurred prior to the effective date of this grant.

SECTION 10: Terms of Payment

10.1 Reimbursement Requests. CVA shall disburse grant funds an annual basis or as otherwise agreed to, as follows:

a. The required reimbursement request form can be found on the CVA webpage (https://parks.wa.gov/about/grants/clean-vessel-act-grant-program).
b. Annual reporting, as described in *Section 7.1.4 – Reporting*, must be submitted along with the Reimbursement Request Form.
c. Reimbursement requests must include the appropriate supporting documentation and reporting. Supportive documents may include items like a receipt/invoice showing approved costs, or staff/volunteer time worksheets. Completed reimbursement request forms should be submitted via email to: boatpumpouts@parks.wa.gov, on an annual basis or as otherwise agreed to.

d. Supporting documents must:
   - Be numbered in the upper right corner and correspond to the 'document #' column on the reimbursement request form
   - Be dated within the period of performance of the project
   - Have the Subrecipient's business name clearly identified
   - Clearly identify the cost, the amount paid, and show a zero-balance due
   - If a receipt, invoice, or statement includes expenses not related to the CVA project, those costs must be highlighted and noted as 'ineligible costs'.

e. If a boat, a dock or other facility or equipment is used partially for other purposes, costs must be pro-rated for that portion of their use that is for Clean Vessel Act purposes.

10.2 Cost Overruns. Cost overruns are the responsibility of Subrecipient and must be borne by Subrecipient.

10.3 Recovery of Overpayment. In the event that the aggregate amount of CVA's interim progress payments to the Subrecipient exceeds the allowable reimbursable costs of the Project, the Subrecipient agrees to refund the overage amount paid within thirty (30) days of the agreement end date. CVA may, at its discretion, withhold future payments in order to recover the overpayment amount.

10.4 No Duplicate Payment. The Subrecipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Washington, including, but not limited to the Washington State Parks Recreation Commission, or the United States of America or any other party.

10.5 Offset or Reduction. The Subrecipient agrees that payment(s) made by CVA under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by CVA not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Subrecipient shall pay CVA the amount of such excess within 30 days after written notice of disallowed costs is provided by CVA.

SECTION 11: Representations & Warranties. Subrecipient represents and warrants to CVA that:

11.1 Subrecipient is a duly organized and validly existing entity with the power and authority to enter into and perform this Agreement

11.2 The making and performance by Subrecipient of this Agreement (a) has been duly authorized by Subrecipient, (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's charter or other organizational document and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement, other than those that have already been obtained.

11.3 This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient enforceable in accordance with its terms;

11.4 Subrecipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Subrecipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession

11.5 Subrecipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this *Section 11 - Representation and Warranties*, are in addition to, and not in lieu of, any other representations or warranties provided by Subrecipient.

SECTION 12: Governing Law and Consent to Jurisdiction

This Agreement shall be construed and interpreted in accordance with the laws of the State of WA, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

SECTION 13: Equipment: Ownership, Maintenance, Useful Life & Disposal

13.1 Ownership Of Equipment

Except as otherwise provided herein, Subrecipient shall retain ownership of the marine sewage disposal facility during the term of the grant. Subrecipient may, during the term of the grant, transfer or convey its ownership interest in the facility only if said transfer or conveyance is accompanied by an assignment of Subrecipient's rights and obligations detailed in this grant document and only after prior written approval by the CVA. Subrecipient shall not at any time during the term of the grant convert any facility which was acquired or constructed pursuant to the grant to a use other than those for which the assistance was originally approved.

Equipment purchased with Clean Vessel Act funds shall be used only for the purpose for which it was originally purchased and no other purpose, whether or not the Subrecipient continues to be supported by Clean Vessel Act grant funds.

Observed/reported incidents of unauthorized use of CVA equipment shall be addressed by the following:

1) Any observed/reported incident of unauthorized use of CVA funded vessels will be followed-up by CVA communication with the Subrecipient. CVA may conduct site visits or contact area boaters for supplemental information as necessary. The pumping out of commercial and non-recreational vessels with CVA funded equipment is strictly prohibited.
2) In those instances where CVA determines that an unauthorized use of CVA funded equipment has occurred, CVA will provide written notification to the operator of its determination with a warning that continued misuse or abuse of CVA-funded vessels and equipment may result in:
   a) the loss of O&M and/or equipment replacement funds;
   b) the removal of misused equipment from the facility; and/or
   c) an assessment against the operator for reimbursement of the federal contribution against the current market value of the vessel.

13.2 Title.

Title to equipment purchased under this Agreement shall vest in the Subrecipient. If the Subrecipient determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this Contract period and any extensions thereof, the Subrecipient shall inform CVA in writing within 30 days of such determination. Such equipment shall be transferred by the Subrecipient to a third party approved by CVA for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to a new operator in accordance with this provision, the equipment shall either be returned to CVA for use for grant purposes, or it shall be disposed in accordance with 50 CFR Part 85; and 2 CFR Part 200.

13.3 Useful Life.

Beyond the acquisition grant period of performance and throughout the duration of the equipment's useful life, the equipment must continue to be used in the program or project for which it was

acquired. When no longer needed for the original program or project, equipment may be used in other activities in the following order of priority:

1) Activities supported under a Federal award from the Federal awarding agency which funded the original program or project; then
2) Activities under Federal awards from other Federal awarding agencies; then
3) Any activities consistent with the administration of the State fish and wildlife agency.

13.4 Special Survivorship Note.

Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state-CVA entanglements, requirements, or conditions (conditional ownership) unless/until released by CVA or federal government in writing. While other conditions may apply, typically a release would occur upon CVA or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of CVA or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the CVA or federal government.

13.5 Use and Maintenance.

The Subrecipient shall operate and maintain the pumpout equipment designed, purchased, constructed, installed, renovated, operated, repaired, or maintained with CVA grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such conditions include:

a. Subrecipient shall operate and maintain pumpout equipment in accordance with all applicable Federal, State, and local laws, orders, regulations and permits.
b. MSDF's shall have trained personnel available to facilitate operation of the pumpout. Said personnel shall have appropriate protective clothing and hand-washing facilities must be present to protect the operator.
c. Any property or facilities open to the public shall be open for the use by all recreational boaters without restriction and in compliance to all applicable federal and state nondiscrimination laws, regulations, and policies.
d. Access must be allowed during normal business or marina operating hours, which must be posted in a conspicuous location on the premises.
e. Pumpout equipment must be located such that it is reasonably available to transient vessels of sufficient size to be equipped with holding tanks.
f. Pumpout equipment must be used for the collection of vessel sewage only (no bilge or oily waste shall be collected).
g. The Subrecipient shall not allow land-based restrooms to be used for the emptying of portable toilets.
h. All pumpout facilities must include equipment for rinsing boat holding tanks, and all rinse water shall be discharged, along with sewage, to the approved disposal system.
i. All pumpout equipment must have, and adhere to, a routine schedule for maintenance.
j. Pumpout vessels must be operated by trained personnel with a valid State of Washington Boater Education Card.
k. Pumpout vessels must be equipped with all federally required safety equipment, including personal protective equipment (such as gloves, eye protection, etc), U.S. Coast Guard approved personal floatation devices, and hand-washing facilities to protect the operator.

13.6 Equipment Replacement or Disposal. If existing program equipment requires replacement or disposal, the Subrecipient should contact the CVA Program Representative prior to initiating repair or disposal. All CVA program equipment is subject to Federal and program guidelines. The CVA

Program Representative will work with the Subrecipient to ensure equipment is repaired or disposed of accordingly.

13.7 Equipment Breakdown. In the event an equipment breakdown occurs, Subrecipient shall notify CVA within two (2) working days. The facility must be repaired and fully operational within ten (10) working days, if the breakdown can be remedied with normal expected repairs ($1,000 or less). For repairs greater than $1,000, the facility must be fully operational within twenty (20) days.
A written report following all breakdowns must be submitted to CVA within two (2) weeks of the breakdown - describing the problem(s), repair(s), and the cost(s).
Note: Failure to notify CVA of an equipment breakdown as described above may result in the withholding of grant funds.

13.8 Accident Report. Subrecipient's staff involved in an accident must remain at the scene and assist any other vessel or person involved, if possible, without endangering their own safety, their own vessel, or other people. The Subrecipient's staff must provide their name, address, and vessel/vehicle identification number to the other operator/owner(s) involved in the accident.

Subrecipients or subrecipient's staff involved in an accident which results in any of the circumstances noted below must immediately notify the nearest law enforcement agency with jurisdiction in the area and, not later than 48 hours after the accident, report the matter to the State Parks CVA program by email and telephone call.

- The death of any person from whatever cause.
- The disappearance of any person.
- The injury of any person sufficient to require medical attention beyond simple first aid.

13.9 Environmental Compliance. The subrecipient must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

13.10 Spill Reporting and Cleanup. In the event of a spill or leak of materials from the boat sewage disposal facility, it is the Subrecipient's responsibility to promptly begin and complete a thorough cleanup of the spill area. In addition to any federal, state, or local reports that are required, Subrecipient must notify CVA within 24 hours from any spill discovery.

13.11 Disposal of Sewage. The Subrecipient is responsible for disposal of sewage from the pumpout operations. Subrecipient may do so by:

a. obtaining and maintaining approval for the increased flow of sewage to a publicly owned treatment works (wastewater treatment plant) resulting from the discharge of vessel sewage.
b. obtain and maintain a valid contract, with a schedule, for the removal of sewage from a storage tank or pumpout vessel by a licensed septage hauler who will transport and dispose of such sewage at a municipal sewage receiving/treatment facility. A copy of such agreement must be filed with CVA prior to receiving reimbursement for these costs.
c. A storage tank installed for the purpose of receiving and storing pumpout waste shall not be used to receive or store waste from any other source, unless specifically approved for such use by the local or state Health Department.

13.12 Use Records. Subrecipient shall monitor and maintain written records of the use of the pumpout equipment by installing a use counter mechanism, flow meter, or hour meter. These records are required for the full duration of the useful life of the equipment, whether any request for reimbursement occurred or not.

SECTION 14: Contribution On Third Party Claims

14.1 If any third party makes any claim or brings any action, suit or proceeding alleging against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is

entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt of notice of the claim and the opportunity to participate are both precedent to the Other Party's obligation in regard to the Third-Party Claim.

14.2 With respect to a Third Party Claim for which CVA is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), CVA shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of CVA on the one hand and of Subrecipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of each party shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstance. CVA's contribution amount in any instance is capped to the same extent it would have been capped under Washington law if the State had sole liability in the proceeding.

SECTION 15: Subrecipient Default

Subrecipient will be in default under this Agreement upon the occurrence of any of the following events:

15.1 Subrecipient fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

15.2 Any representation, warranty or statement made by Subrecipient in this Agreement or in any documents or reports relied upon by CVA to measure the delivery of services, the expenditure of funds or the performance by Subrecipient is untrue in any material respect when made;

15.3 Subrecipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

15.4 A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Subrecipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (c) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 16: Indemnification

To the fullest extent permitted by law, Subrecipient shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, 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 therefrom.

Subrecipient's obligation to indemnify, defend, and hold harmless the State shall not be eliminated by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

However, Subrecipient is not obligated to indemnify, defend, and hold harmless state for claims or injuries to the extent attributable to the negligence of state or its agents, agencies, employees, or officials. Subrecipient expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Subrecipient's or any subcontractor's performance or failure to perform the contract. Subrecipient waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents or employees.

SECTION 17: Insurance Requirements

The Subrecipient shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the Subrecipient or subcontractor, or agents of either, while performing under the terms of this contract.

The Subrecipient 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 Subrecipient 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 Subrecipient, 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.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Subrecipient shall instruct the insurers to give State Parks thirty (30) calendar days advance notice of any insurance cancellation.

17.1 Industrial Insurance Coverage. The Subrecipient shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, State Parks may collect from the Subrecipient the full amount payable to the Industrial Insurance accident fund. State Parks may deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by State Parks 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 rights to collect from the Subrecipient.

SECTION 18: 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 an Agent as follows:

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 Subrecipient'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 5 working calendar days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working 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.

SECTION 19: Termination

19.1 Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party. If this contract is so terminated, State Parks shall be liable only for the payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

19.2 Termination Because of Inefficiency. Use of federal funds demands good stewardship. CVA will monitor the ongoing performance of the subrecipient, including but not limited to: monitoring the cost per gallon collected, the number of gallons collected, the number of operating hours, and the areas of coverage. If, in CVA's opinion, these metrics demonstrate poor stewardship, the Agreement may be terminated. If feasible, CVA may work with the Subrecipient and give the Subrecipient an opportunity to improve the metrics.

19.3 Termination Because of Non-Appropriation or Project Ineligibility. CVA may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Subrecipient, if:

a. CVA fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds.

b. In the event insufficient funds are appropriated for the payments under this Agreement and the Subrecipient has no other lawfully available funds, then the Subrecipient may terminate this Agreement at the end of its current fiscal year, with no further liability to CVA. The Subrecipient shall deliver written notice to CVA of such termination no later than 30 days from the determination by the Subrecipient of the event of non-appropriation. CVA shall pay for all authorized Project costs expended up to the date of written notice of termination.

19.4 Termination for Default. CVA, at any time upon 30 days prior written notice of default to the Subrecipient, may modify or terminate this Agreement if:

a. The design, permitting, or construction of the Project is not pursued with due diligence; or

b. The Subrecipient's fee simple title to or other interest in the construction sites or Project is not sufficient, legal and valid; or

c. The construction of the Project is not permissible under federal, state, or local law; or

d. The Subrecipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or

e. The Subrecipient, without the prior written approval of CVA, uses the funds provided by CVA hereunder to fund any project other than the Project described; or

f. The Subrecipient defaults under any other agreement between the Parties.

19.5 Rights and Remedies.

a. The Subrecipient shall, within 30 days of its receipt of a notice of default, reimburse CVA for all funds contributed by CVA to the Project. Further, CVA shall have any and all rights and remedies available at law or in equity.

b. In the event that Subrecipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating CVA's grant or cause or requires CVA to return funds to the Federal Funding Agency, Subrecipient will return to CVA an amount equal to the funds which CVA is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 20: Amendments

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

This agreement may be amended only by mutual agreement of the parties in writing. Formal written amendment of the contract is required for changing the terms and conditions specifically stated in the original agreement and any prior amendments, including but not limited to:

- Budget revisions
- Scope of work
- Change in due dates
- Extensions of the period of performance
- Any other revisions determined material by CVA

SECTION 21: Notice

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to the Authorized Representative identified in *Section 6 – Authorized Representatives*. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when delivered.

SECTION 22: Survival

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations that by their express terms survive termination; if termination of this Agreement will not prejudice any rights or obligations accrued to the Parties prior to termination.

SECTION 23: Severability

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 24: Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 25: Compliance With Law

25.1 Compliance with Law Generally. Subrecipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Subrecipient and the

Agreement.

25.2 Penalty of Perjury. By its execution of this Agreement, Subrecipient certifies under penalty of perjury under the laws of the state of Washington the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement.

25.3 Tax Compliance. Subrecipient must comply with the tax laws of this state and the applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, to Subrecipient's property, operations, receipts, or income, or to Subrecipient's performance of or compensation for any work performed by Subrecipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, or to goods, services, or property, whether tangible or intangible, provided by Subrecipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this section constitutes a material breach of this Agreement. Any failure to comply with Subrecipient's certifications shall constitute a material breach of this Agreement. Any failure to comply shall entitle CVA to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement.

SECTION 26: Persons Not to Benefit

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Washington Legislative Assembly, elected official of the state of Washington, or official, agent, or employee of the state of Washington, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the state of Washington shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 27: Nondiscrimination

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

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

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

d. **Remedies for Breach**. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall

be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

SECTION 28: Intended Beneficiaries

CVA and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 29: Force Majeure

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. CVA may terminate this Agreement upon written notice to Subrecipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 30: Assignment and Successors in Interest

Subrecipient may not assign or transfer its interest in this Agreement and any attempt to do so will be void and of no force or effect. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors.

SECTION 31: Subcontracts & Sub-Awards

Subrecipient shall not, without CVA's prior written consent, enter into any subcontracts or follow-on sub-recipient sub-awards (work carried out by parties other than the Subrecipient) for any of the work required of Subrecipient under this Agreement. Subrecipient's consent to any contract, subcontract, sub-award will not relieve Subrecipient of any of its duties or obligations under this Agreement.

Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including ensuring compliance with required Federal provisions.
Any sub grant shall insure:

a. If the subgrant is not to a unit of Washington State government, the agreement shall require the subgrantee to indemnify, defend, save and hold harmless the State of Washington and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort, caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the subgrantee or any of the officers, agents, employees or subcontractors of the subgrantee ("claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subrecipient from and against any Claims.

SECTION 32: Time is of the Essence

Time is of the essence in Subrecipient's performance of its obligations under this Agreement.

SECTION 33: Merger and Waiver

This Agreement and all Exhibits and Attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

Failure by CVA to insist upon the strict performance of any provision of this agreement shall not affect CVA's right to require strict performance of the same provision in the future. Failure by CVA to exercise any right based upon a breach, or acceptance by CVA of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

Each party, by signature of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions.

SECTION 34: Records Maintenance and Access

Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that State Parks and the federal government and their duly authorized representatives will have access to all records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

SECTION 35: Incorporation by References and Order of Precedence

The table below reflects the documents that are incorporated by reference (whether attached or not) and the order of precedence should there be a conflict between the parts of document or other documents incorporated by reference. The lower the number, the higher the precedence. Where two or more documents address a point or concept but are not in conflict, they should be read as supplemental, additive, and/or cumulative.

Precedence	Document
1 (highest)	United State Laws and Rules -and- Washington State Laws and Rules
2	This contract, including all requirements incorporated by reference, and any subsequent amendments
3	Exhibit A – Grant Award and Subrecipient Award

4	Attachment – Approved CVA Grant Application

SECTION 36: Signatures

This Agreement, which includes incorporated documents, is executed by the persons signing below who warrant under penalty of perjury under the laws of the State of Washington that they have read and understood the document and find it to be legal, valid, and a binding obligation, enforceable according to its terms, and have the authority to execute the contract.

Washington State Parks and Recreation Commission

By: Iglesias, Manuel (PARKS) Digitally signed by Iglesias, Manuel (PARKS) Date: 2026.07.01 10:35:42 -07'00'

Title: Contracts and Grants Manager

Date: 6/30/2026

City of Chelan

By: _____

Title: _____

Date: _____

Exhibit A - Grant Award and Subrecipient Award
Information Required by 2 CFR §200.331(A) (1) – Federal Award Identification

(i) Subrecipient name (must match registered name in Sam.gov): **City of Chelan**

(ii) Subrecipient's UEI number: **Q97JHJNST437**

(iii) Federal Award Identification Number (FAIN): **CVA Program will provide for their grant**

(iv) Federal Award Date: **CVA will provide**

(v) Sub-award period of performance start and end date: **06/01/2026 to 06/30/2031**

(vi) Total Federal Award committed to the subrecipient by the pass-through entity:**$31,125.00**

(vii) 25% required match contribution by Subrecipient: **$10,375.00**

(viii) Federal award project description: **5 years of annual operation and maintenance (O&M) reimbursement of City of Chelan.**

(ix) Federal awarding agency and pass-through entity:
(a) Name of Federal awarding agency: **United States Fish & Wildlife Service**
(b) Name of pass-through entity: **Washington State Parks and Recreation Commission**
(c) Contact information for the pass-through entity: **boatpumpouts@parks.wa.gov**

(x) CFDA Assistance Listing Number and Name: **Clean Vessel Act 15.616**

(xi) Is Award R&D? **No**

(xii) Indirect cost rate for the Federal award: **N/A**

Note: For the purposes of this Exhibit, the term 'pass-through entity' refers to the State Parks Clean Vessel Act (CVA) Program

Attachment – Approved CVA O&M Grant Application

A copy of the approved CVA O&M program application follows and is thereby incorporated into this agreement.

PROJECT: 26-1028 MNT, CITY OF CHELAN - LAKESHORE MARINA

Sponsor: Chelan Parks & Rec Dept Program: Washington Clean Vessel Act Status: Application Complete

Parties to the Agreement

PRIMARY SPONSOR

Chelan Parks & Recreation Department
Address PO Box 1669
City Chelan **State** WA **Zip** 98816
Org Type City-Parks Department
Vendor # SWV0019428-00
UBI
Date Org created
Org Notes

link to Organization profile
link to PRISM Organization page
☐ Org data updated

QUESTIONS - PRIMARY SPONSOR

#1: What is your organization's Federal Employer Identification Number (FEIN)?

91-6001411

#2: What is your organization's Unique Entity ID (UEID)

Q97JHJNST437

#3: Has your organization previously received CVA grant funding?

Yes

#3a: List the most recent grant number.

CV123-240

#4: Has your organization ever managed another federal subrecipient (pass-through) grant before?

Yes

SECONDARY SPONSORS

No records to display

MANAGING AGENCY

State Parks & Recreation Commission

External Systems

SPONSOR ASSIGNED INFO

Sponsor-Assigned Project Number

Sponsor-Assigned Regions

Project Application Report - 26-1028

Project Contacts

Contact Name Primary Org	Project Role	Work Phone	Work Email
Audrey Cooper Chelan Parks & Rec Dept	Project Contact	(509) 682-8039	acooper@cityofchelan.us
Lydia Moorehead State Parks	Project Manager	(360) 902-8659	Lydia.Moorehead@parks.wa.gov

Worksites & Properties

#	Worksite Name
#1	Lakeshore Marina

Maintenance	Property Name
✓	Pump out Station at Lakeshore Marina

Worksite Map & Description

Worksite #1: Lakeshore Marina

WORKSITE ADDRESS

Street Address 409 W Manson HWY
City, State, Zip Chelan WA 98816

Worksite Details

Worksite #1: Lakeshore Marina

SITE ACCESS DIRECTIONS

Pumpout station located at the end of Dock A at the Lakeshore Marina. Dock A is located on the southern side of the boat launch ramp.

Questions

#1: Do you have an aquatic lands lease with the Washington Department of Natural Resources?
No

#2: Which CVA region is your facility located?
Inland

#3: What is the common name of **waterbody** where your facility is located?
Lake Chelan

#4: Is your facility open year-round?
Yes

#5: Does your facility allow public access to docking and marina services?

Yes

#5a: How Many?

99 slips

#6: Is there a pumpout at your boating facility now?

Yes

#6a: How Many?

1

#7: Is there a portable toilet dump station now at your boating facility?

No

#8: Is there a mobile pumpout service operating at your boating facility?

No

#9: Are restrooms available on-site?

Yes

#10: Is your boating facility a designated **Clean Marina**?

Yes

#11: Have you received a SEPA Letter of Exemption or Determiniation from local jurisdiction? Please include the Name, Title, Email, and Phone Number of the contact person at local jurisdiction office who is responsible for SEPA determinations.

No

Project Location

RELATED PROJECTS

PRISM Number	Project Name	Program Name	Current Status	Relationship Type	Notes
00-1474 D	Lakeshore Marina	Boating Facilities - Local	Closed Completed	Related	

Related Project Notes

CVA Program Subaward 123-240

Project Application Report - 26-1028

Property Details

Property: Pump out Station at Lakeshore Marina (Worksite #1: Lakeshore Marina)

✓ **Maintenance**

LANDOWNER

Name	City of Chelan
Address	PO Box 1669
City	Chelan
State	WA Zip 98816
Type	Local

CONTROL & TENURE

Instrument Type	Sponsor owned property (deed)
Timing	Existing
Term Length	Perpetuity
# Yrs	
Expiration Date	
Note	

This property is not being acquired. Questions not needed.

Project Proposal

Project Description

The City of Chelan will maintain and operate the boater pumpout station located at Lakeshore Marina in Chelan. This is a valuable free amenity to the recreational boating community and protects the water quality of Lake Chelan.

Project Questions

#1: Describe the overall approach to who, what, where, when and how of the actions your project will require. Be as specific. It is helpful to provide a list of key milestones (e.g., hiring contractors, receiving permits, etc.). A bulleted list is acceptable for this section. Be sure to address: Your target date to start the project, What week(s) or month(s) purchases and construction or installation will occur, Your target date to complete the project.

This project entails the continued maintenance and operation of the boater pumpout station, including replacement of parts, preventative maintenance on the station machinery, staff time to inspect, clean, and maintain equipment as well as assist boaters with operation of the pumpout equipment. The marina has dedicated staff daily June 1 through September 30. The remainder of the year boaters can call the main parks office to receive service.

Evaluation Criteria

#1: PUBLIC NEED Explain how your project addresses a public need for marine sewage disposal facilities (MSDF).

Located in Downtown Chelan, the Lakeshore Marina is a primary boat launching location for recreational boaters on Lake Chelan. It experiences high boat traffic during the months of June through September. Neighboring properties to the Marina include Campbell's and Darnell's Resorts which offer mooring buoys to their guests. The Marina also has short-term moorage slips available for boaters at no charge up to two hours. Day use and seasonal moorage is available within the Lakeshore Marina for a fee. Within Chelan city limits there is only 1 additional pumpout station located at Sunset Marina, a private marina. There are only 6 total pumpout stations on Lake Chelan, 2 in Chelan, 2 in Manson, 1 at Harper's Ferry, and 1 in Stehekin. The majority of the recreational boat traffic on Lake Chelan initiates in the lower basin, in and near Chelan.

#2: WATER QUALITY BENEFIT Describe how your project will improve water quality.

The Lakeshore Marina is a designated Clean Marina within the State, following Clean Marina Best Management Practices to maintain this designation. The City of Chelan partnered with the Rotary Club to install a boat washing station at the Marina to promote the "Clean, Drain, Dry" initiative to prevent the spread of aquatic invasive species. The City of Chelan also partners with Chelan County Natural Resources Department to host Voluntary Watercraft Inspections on select weekends during the busy boating season. Operating a marine sewage disposal facility will continue to improve and protect the water quality of Lake Chelan in conjunction with other efforts to do the same.

#3: PUBLIC BENEFIT Describe how your project will result in measurable benefits for the recreational boating community?

The parks department is staffed year-round and can provide the recreational boating community access to the marine sewage disposal facility when requested. The Marina is staffed daily from Memorial Day Weekend through September 30th. The Marina has 70 slips for daily moorage and 23 seasonal moorage slips. In 2025, we saw nearly 1,000 boats through our boat launch. Most recreational boats served by this project are cruisers either staying at our marina or putting in at the boat launch and heading up lake. The pumpout station now benefits the recreation boaters utilizing and boat launch and marina slips, but any recreational boater on the lake. The Marina is located within City limits and the pumpout station is easily accessible to any recreation boat on the lake. It's location at the end of the Dock A provide easy entrance and exit without creating traffic or boater conflict with the day use/seasonal slips or the launch. Many recreational boaters from up lake will come into town for food or activities and can access and utilize the pumpout station. The other public boat launch within the City does not have pumpout equipment, thus our Marina is the only public marina with this equipment available for the recreation boating community.

#4: COST BENEFIT Describe how your project will be implemented to provide the greatest cost benefit ratio.

This project will fund the continued maintenance and operations of an existing facility that has served the recreational boating community on Lake Chelan for many years. Due to the seasonality of boating use on Lake Chelan, our facility might not experience as much use as other facilities, but is a valuable amenity on the Lake. This pumpout is free to the recreational boating community.

#5: PARTNERSHIPS AND PROJECT SUPPORT Describe monetary and non-monetary support secured to help implement your project.

Submission of the application has been approved by Chelan City Council on January 13th, 2026. The grant opportunity was also presented the Chelan Parks and Recreation Advisory Board on January 15, 2026 with support from the Board to pursue this grant. City of Chelan has partnered with the Rotary Club on multiple projects in the marina include the purchase and installation of a boat washing station, life jacket station, and native plant installation.

#6: SITE SUITABILITY AND PROJECT DESIGN Describe how your project demonstrates good design and feasibility.

The pumpout station is located at the end of dock A at the public Lakeshore Marina. It is easily accessible to boats of varying sizes. This dock is outside of the seawall which encloses the rest of the marina. This location makes it easier for boats to approach and leave the dock with minimal boater conflict. This project is for maintenance and operations of existing equipment that has already been installed on site and is in good working condition. The collected sewage is discharged into a direct connection to a wastewater treatment facility.

Maintenance Metrics

Worksite: Lakeshore Marina (#1)

Boating Facility Type		Marina
Slip Size		Number
	Slips Under 26 Feet	49
	Slips Over 26 Feet	50
	Total	99
Slip Occupancy Rate		Percent
	Slips Under 26 Feet	10
	Slips Over 26 Feet	13
	Note: 23 seasonal moorage slips were utilized to calculate occupancy rate out of 99 total slips. Remaining 76 slips are available for short term moorage and occupancy varies throughout the season.	
Slip Type		Number
	Liveaboard	0
	Transient	99
	Total	99

PERSONNEL AND SALARIES

Personnel and Salaries

Total cost for personnel and salaries	$21,500
Description of personnel and salaries	Marina staff cleaning and operating the pumpout stations earn on average $20/hour. They spend approximately 7 hours each week on the pumpout station, over a 20 week season, that totals 140 hours and $2,800. Full time maintenance staff salaries w/ benefits is $75/hour. Maintenance spends approximately 20 hours each year on maintaining and servicing the equipment, totaling $1,500.

CONTRACTUAL

Contractual

Total cost for contracts	$5,000
Description of work being contracted	Estimated one service call per year for an outside vendor to consult or assist with any maintenance. $1,00/visit.

BOATING PUMPOUT SUPPLIES

Pumpout Supplies

Total cost for purchases of supplies	$15,000
Description of Items Purchased	Nozzle Assembly parts are the most frequently replaced items at 1 year due to theft or damage. Hoses and nozzle attachment replacement is dependent on condition and use and may require annual or bi annual replacement. We would also like to plan for the need to conduct any rebuild of the pump or internal part replacements within the next 5 years due to the age of the equipment.

Overall Project Metrics

No metrics are required at this time.

Maintenance Cost Estimates

Worksite #1: Lakeshore Marina

Category	Work Type	Estimated Cost	Note
Boating Pumpout Supplies	Pumpout Supplies	$15,000	
Contractual	Contractual	$5,000	
Personnel and Salaries	Personnel and Salaries	$21,500	
	Subtotal:	$41,500	
	Total Estimate For Worksite:	$41,500	

Summary

Total Estimated Costs:	$41,500
Total Estimated Maintenance Costs:	$41,500

Cost Summary

	Estimated Cost	Project %	Admin/AA&E %
Maintenance Costs			
Maintenance	$41,500		
SUBTOTAL	$41,500	100.00 %	
Total Cost Estimate	$41,500	100.00 %	

Funding Request and Match

FUNDING PROGRAM

Washington Clean Vessel Act	$31,125	75.000000

SPONSOR MATCH

Other Monetary Funding	Appropriation - Local
Amount	$10,375.00
Funding Organization	City of Chelan

Match Total:	$10,37525.000000
Total Funding Request (Funding + Match):	$41,500100.000000

Project Permits

Permits and Reviews	Issuing Organization	Applied Date	Received Date	Expiration Date	Permit #
None - No permits Required					

Attachments

Required Attachments	1 out of 1 done
Budget Narrative	✓

PHOTOS (JPG, GIF)

Photos (JPG, GIF)

695424

PROJECT DOCUMENTS AND PHOTOS

Project Documents and Photos

File Type	Attach Date	Attachment Type	Title	Person	File Name, Number Associations	Shared
	03/31/2026	Application Review Report	Grant Manager Comments, 26-1028M(compl 03/31/26 20:26)	LydiaM	Grant Manager Comments Report - 26-1028 (compl 03-31-2026_20-26-12).pdf, 704988	✓
	01/16/2026	Project Application Report	Project Application Report, 26-1028M (sub 01/16/26 10:50:17)	AudreyC	Project Application Report - 26-1028 (submitted 01-16-2026_10-50-17).pdf, 695429	✓
	01/16/2026	Photo	Marina Shoreline Viewer.jpg	AudreyC	Marina Shoreline Viewer.jpg, 695424	✓
	01/16/2026	Budget Narrative	Application Budget Narrative.docx	AudreyC	Application Budget Narrative.docx, 695423	✓

Application Status

Application Due Date: 03/20/2026

Status Name	Status Date	Submitted By	Submission Notes
Application Complete	03/31/2026	Lydia Moorehead	
Application Submitted	01/16/2026	Audrey Cooper	
Preapplication	12/08/2025		

I certify that to the best of my knowledge, the information in this application is true and correct. Further, all application requirements due on the application due date have been fully completed to the best of my ability. I understand that if this application is found to be incomplete, it will be rejected by State Parks. I understand that I may be required to submit additional documents before evaluation or approval of this project and I agree to provide them. (Audrey Cooper, 01/16/2026)

Date of last change: 03/31/2026

Budget Narrative – Clean Vessel Act Operations & Maintenance Grant

The City of Chelan is requesting Clean Vessel Act (CVA) Operations and Maintenance funding to support the continued operation and upkeep of the existing public marine sewage pumpout facility at Lakeshore Marina. This facility provides water quality protection on Lake Chelan and is provided at no cost to the recreational boating public community.

The proposed budget reflects the actual and anticipated costs necessary to keep the pumpout station operational, safe, and compliant with Clean Vessel Act requirements. All costs included in this request are eligible under the CVA program and are based on documented operational history, staffing levels, and maintenance needs associated with an aging but functional system.

Personnel and Salaries – $21,500

Personnel costs represent the largest component of the operations and maintenance budget and are essential to providing reliable pumpout service. Seasonal marina staff earning approximately $20 per hour dedicate an estimated seven hours per week over a 20-week peak boating season assisting boaters, cleaning the pumpout station, and monitoring equipment condition, totaling approximately 140 seasonal labor hours. In addition, full-time Parks Maintenance staff, with fully burdened wages and benefits averaging $75 per hour, spend approximately 20 hours annually performing preventative maintenance, inspections, and minor mechanical service. These staff activities ensure the pumpout station remains safe, sanitary, and functional throughout the year.

Contractual Services – $5,000

Contractual costs are included to address specialized or unanticipated maintenance needs that exceed in-house staff capabilities. This includes an estimated annual service call by a qualified vendor to troubleshoot mechanical issues, provide technical consultation, or assist with repairs to pumpout system components. Planning for professional service support reduces downtime and extends the useful life of the equipment.

Boating Pumpout Supplies – $15,000

Pumpout supplies include replacement parts and consumable components necessary for routine operation and maintenance. High-use items such as nozzle assemblies are frequently replaced due to wear, damage, or theft, often on an annual basis. Hoses, fittings, and attachments are replaced as needed depending

on condition and usage. This category also accounts for an anticipated pump rebuilding or internal component replacements over the next five years due to the age of the system. Budgeting for these supplies ensures uninterrupted service and avoids emergency failures during peak boating season.

The total estimated operations and maintenance cost over the 5-year grant period for the Lakeshore Marina pumpout station is $41,500. Consistent with CVA program requirements, the City is requesting 75% reimbursement, totaling $31,125, with the remaining 25% local match ($10,375) provided by the City of Chelan through the Marina operating budget. The required match is already incorporated into existing budget allocations and does not require additional appropriations.

City of Chelan

2024-048B

CITY COUNCIL July 14, 2026

Subject/Title:	Chelan Valley Feral Cat Project Funding Report (City Clerk Gallucci)
Department:	Administration
Staff Contact:	Peri Gallucci
Guiding Principles:	Healthy & Sustainable
Initiatives:	Strengthen Strategic Partnership
Reviewed By:	City Administrator and Finance Director
Number of Looks:	Look No. 1 of 1

PREVIOUS ACTION TAKEN

Council approved the 2025 - 2027 funding agreement for management of the feral cat population in November 2024.

OVERVIEW

April Leaf, founder of Chelan Valley Feral Cat Project, will present a funding report to City Council.

FINANCIAL IMPLICATIONS

Each year, the City contributes $5,000 in general fund dollars.

ATTACHMENTS

None

SUGGESTED MOTION

None.

CASCADIA
CONSERVATION DISTRICT

Conservation Programs in Chelan County

A non-regulatory organization dedicated to encouraging the wise stewardship and conservation of all natural resources in Chelan County.

Our Board and staff work collaboratively with local landowners and residents to meet community conservation needs.

www.cascadiacd.org

Conservation Districts:

Your Local Natural Resources Partners!

- 45 in WA state
- Governed by 5-member Board of Supervisors
- Technical assistance and cost-share funding for voluntary conservation and stewardship efforts
    - Programs vary by needs of area and funding

Primarily grant-funded - federal, state, local.
Very partner oriented

National Association of
Conservation Districts

And…. Rates and Charges

Rates and Charges 2017-2026

Under RCW 89.08.405 county legislative authorities are authorized to establish a system of rates and charges for each property parcel to help fund conservation district services. In 2016 Chelan County Commissioners adopted Resolution 2016-91 establishing a rate structure that spanned 2017 through 2021. In 2021 Chelan County Commissioners renewed this rate structure with resolution 2021-111 to extend the rate an additional 5 years.

- **Current authorization charges $4.63 per parcel for a total of ~$192,000 annually.**
- **Since 2017 Cascadia CD has leveraged Rates and Charges at a ratio of $8.10 of state and federal funding to $1.00 of local funding ($13.8 million generated from $1.7 million)**

This locally derived base funding is used to support projects that cannot be funded by grants including:

- Clean-up of downed trees and limbs in Leavenworth after the December 2025 storms
- Supporting development of community gardens
- Conducting home hardening and debris dumping projects for residents of Chelan County
- Providing post-fire technical assistance to landowners

Rates and Charges 2027-?

With the rates and charges authorization expiring this year, Cascadia CD is developing a proposal to Chelan County Commissioners to continue this local funding into the future. We are requesting a rate increase to account for inflation and to expand some key programs that have high demand and low chance of outside funding. They are:

- Chipping, Yard Debris Removal, and Home Hardening Cost Share - Increasing dedicated funding for home owners to help them prepare for wildfires.
- Conservation Cost Share - Increasing locally available cost share opportunities for local residents to improve natural resources on their properties
- Youth Education - Stabilizing funding for our youth education programs to provide dependable outdoor education opportunities for our community’s school districts.

Agriculture

- Cost-share programs
  - Irrigation efficiency upgrades
  - Soil testing
  - Soil health practices
  - Wildlife & pollinator habitat plantings
- Salmon-Safe Certification
- Featured Project: Chelan Community Garden
  - Cost Share funding for more efficient irrigation, filter and timers

Wildfire Preparedness & Recovery

- Cost-Share
  - Home Hardening Incentive Program
  - Fuels Assistance Program
- Waste Removal Programs
  - Yard Waste Dump Days
  - Biochar Kiln
  - Free Roving Chipper
- Partner Programs
  - Firewise Communities
  - Rx Fire, Learn & Burns
- Post Fire Restoration

Yard Waste Disposal Days

Free Roving Chipper Program

Community Outreach & Engagement:

Keeping Local Residents Informed

- Website, social media
- Webinars - Native Planting 101
- Publications
  - Quarterly newsletter, brochures/handouts
- Direct landowner outreach:
  - Site visits, technical assistance, mailers
- Community events, workshops, field tours
- Bilingual outreach
  - Bilingual staff, newsletter, print media, social media, events

Youth Education

Field:

- Kids in the...

  Snow/Forest/Orchard/Creek
- Summer Camps
- Restoration Projects
- Soil Competition

Classroom:

- Wheat Week
- After School Program

Beebe Springs Event:

- Students from Chelan, Manson and Entiat join for a nature walk, games and storytelling to connect with the outdoors

Inspiring the next generation of natural resources stewards!

Riparian and Stream Habitats

Supporting stream and wetland restoration on private property. Collaboration with various local partners to install native plants, Beaver Dam Analogs (BDAs), and other in-stream structures.

Archaeological Services

Partner with other CDs, NRCS, Chelan Co., and other entities to conduct cultural resources assessments.

Contact Us!

509-436-1601

info@cascadiacd.org

/CascadiaCD

cascadiacd.org

1350 McKittrick Street, Wenatchee, WA 98801

Thank You!

CASCADIA
CONSERVATION DISTRICT

Working with you to take care of
our beautiful natural resources.

Designation of July as Park and Recreation Month

WHEREAS, parks and recreation is an integral part to the well-being of communities throughout this country, including Chelan; and

WHEREAS, parks and recreation support healthy and sustainable communities through the promotion of health and wellness, improving the physical and mental health of people who live near and spend time in parks; and

WHEREAS, parks and recreation provides accessible and welcoming spaces which promote time spent in nature, offer vital health and wellness benefits, reduce stress, and create safe, inclusive spaces for people of all ages and ability to connect with nature and one another; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, walking trails, lake access and many other activities designed to promote active lifestyle; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreation outdoors; and

WHEREAS, the U.S. House of Representative has designated July as Parks and Recreation Month; and

WHEREAS, the City of Chelan recognizes the benefits derived from park and recreation resources.

NOW, THEREFORE, I, Erin McCardle, Mayor of Chelan, do hereby proclaim that July is recognized as Parks and Recreation Month in the City of Chelan.

City of Chelan

Erin McCardle, Mayor

City of Chelan

2026-056

CITY COUNCIL July 14, 2026

Subject/Title:	Resolution No. 2026-1483 Washington State Department of Commerce Community Economic Revitalization Board (CERB) Grant Application (City Administrator McAloon)
Department:	Administration
Staff Contact:	Laura McAloon
Guiding Principles:	Visionary & Strategic
Initiatives:	Establish a Long-Range Economic Strategy
Reviewed By:	City Administrator and Finance Director
Number of Looks:	Look No.1 of 1

PREVIOUS ACTION TAKEN

None.

OVERVIEW

City staff are regularly researching available funding options for the advancement of economic development within the City of Chelan. As part of that research, staff communicated with the Washington State Department of Commerce Community Economic Revitalization Program director regarding tools for the diversification of Chelan's economy. A diverse economy reduces the reliance the City currently has on agriculture and tourism by increasing additional opportunities for employment and earnings. Through the process, we learned that our neighboring government, Douglas County, had recently received a Community Economic Revitalization Board (CERB) grant for the development of a county-wide economic diversification stratgegy. Following the lead of Douglas County, the administration has been working on a similar application by the City of Chelan, with the goal of developing an economic diversification strategy that will identify the City economic strengths, weaknesses and opportunities for growth over the next five years. The next CERB funding application cycle is in late summer with an application is due in late July. The administration requests City Council approval to submit a CERB grant application for an amount of up to $75,000 and to authorize the Mayor to execute a grant agreement with the Department of Commerce if the application is successful. The City Council has previously budgeted $60,000 for such a study and a successful CERB grant application will enable Chelan to leverage it's budget and obtain a comprehensive economic development strategic plan that we can implement over the next five years.

FINANCIAL IMPLICATIONS

CERB requires a minimum 20% grant match to their award, which match would be fully covered by the existing budget authority of $60,000.

ATTACHMENTS

1. Resolution No. 2026-1483

SUGGESTED MOTION

I move to adopt Resolution No. 2026-1483 authorizing the application for and acceptance of a Washington State Department of Commerce Community Economic Revitalization Board (CERB) Grant.

RESOLUTION NO. 2026-1483

A RESOLUTION OF THE CITY COUNCIL OF CITY OF CHELAN, WASHINGTON, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A COMMUNITY ECONOMIC REVITALIZATION BOARD GRANT IN THE APPROXIMATE AMOUNT OF $75,000 FOR THE CHELAN ECONOMIC DIVERSIFICATION STRATEGY.

WHEREAS, Community Economic Revitalization Board (CERB) funds are available to support feasibility and planning work in furtherance of economic development; and

WHEREAS, the City of Chelan, Washington (CITY) desires to pursue an objective planning and feasibility study analysis to develop a city-wide economic diversification strategy and comprehensively identifies the City's economic strengths, weaknesses, and priorities for the next five years consistent with the economic development purposes of CERB (hereinafter, the CERB Project); and

WHEREAS, the CERB Project represents a commitment of resources toward enhancing the vitality of the area and expansion of economic and employment opportunities of the City, together with increased tax revenues; and

WHEREAS, in the event the application for CERB funding is approved, and the grant is accepted by the City, the City will comply with all applicable federal and State requirements in regard to environmental impact of the project; and

WHEREAS, the CERB Project will not result in the transfer/relocation of jobs from one part of the state of Washington to another; and

WHEREAS, the matching portion of the grant is minimum of 20% of the CERB Project cost. The City will investigate and evaluate options for joint participation in the matching obligations with the CERB grant; and

WHEREAS, the City finds that an application should be submitted for consideration by CERB, and that such submission will promote economic development within the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

1. That the Mayor, or designee, is hereby authorized to submit an application to the Community Economic Revitalization Board, for and on behalf of the City of Chelan, for CERB funding in the approximate amount of $75,000 for the CERB Project; and

2. That the Mayor is hereby further authorized to provide such additional information as may be necessary to secure approval of such application; and

3.That, in the event such application is approved, the Mayor is authorized to enter into an agreement for such funding, subject to review and approval of such agreement by the City

Attorney; and

4. That this Resolution shall be effective upon passage and execution in accordance with law.

ADOPTED by the City Council of the City of Chelan and approved by its Mayor this 14th Day of July, 2026.

APPROVED:

By:_____
Erin McCardle, Mayor

AUTHENTICATED:

By:_____
Peri Gallucci, City Clerk

APPROVED AS TO FORM:

By:_____
Quentin Batjer, City Attorney

City of Chelan

2026-057

CITY COUNCIL July 14, 2026

Subject/Title:	Resolution No. 2026-1484 Washington State Military Department Public Assistance Grant Agreement (Parks and Recreation Director Cooper)
Department:	Parks and Recreation
Staff Contact:	Audrey Cooper
Guiding Principles:	Visionary & Strategic
Initiatives:	Enhance Youth and Family Well-being
Reviewed By:	City Administrator, Finance Director, and City Attorney
Number of Looks:	Look No. 1 of 1

PREVIOUS ACTION TAKEN

None.

OVERVIEW

The December 2025 atmospheric river event in Stehekin generated significant quantities of woody debris that entered Lake Chelan. As lake levels have fluctuated through their normal annual operating cycle, flood-generated logs and woody debris have gradually migrated down the 55-mile length of Lake Chelan. Beginning in April and May 2026, the City of Chelan began experiencing substantial accumulations of woody debris on public beaches, shoreline areas, and within the municipal marina. City crews have been actively removing debris to protect public safety and maintain access to these recreational facilities. With assistance from volunteers from the Rotary Club and the Lake Chelan Sailing Association, Parks staff have already removed nearly 100 cubic yards of woody debris to date. Staff are planning for additional debris to continue arriving on shorelines in Chelan throughout the rest of the summer season.

The December 2025 event was declared a Major Disaster by the President on April 7, 2026 and City staff have been working with FEMA and the Washington Military Department - Emergency Management Division to prepare and submit a Request for Public Assistance through FEMA's Public Assistance Program. The program provides reimbursement of up to seventy-five (75) percent of eligible disaster-related costs. The City's request seeks reimbursement for eligible staff time, equipment usage, and disposal costs associated with removing woody debris from City-owned parks, beaches, shoreline areas, and marina facilities. To date, the City has incurred approximately $2,000 in disposal costs alone, in addition to significant staff labor and equipment time. The reimbursement request has

been submitted and is currently under FEMA review.

The attached Public Assistance Grant Agreement between the Washington Military Department and the City of Chelan establishes the contractual framework necessary for the State to administer and distribute federal Public Assistance funding should FEMA approve the City's assistance request. Execution of this agreement does not guarantee funding or constitute FEMA approval of the City's reimbursement request. Rather, it authorizes the Washington Military Department to serve as the pass-through entity and positions the City to begin requesting reimbursement promptly if federal funding is awarded. Staff recommends approval of the agreement to ensure the City is prepared to receive reimbursement for eligible costs should FEMA determine the project is eligible for funding.

FINANCIAL IMPLICATIONS

None. The Grant Agreement authorizes the Washington State Military Department to serve as a pass-through entity for Federal funds if FEMA awards public assistance to the City.

ATTACHMENTS

1. Resolution No. 2026-1484
2. Public Assistance Grant Agreement
3. Supplemental Contract Documents

SUGGESTED MOTION

I move to adopt Resolution No. 2026-1484.

RESOLUTION NO. 2026-1484

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON, DESIGNATING AN APPLICANT AGENT AND ALTERNATE APPLICANT AGENT FOR FEMA-4906-DR-WA/WASHINGTON MILITARY DEPARTMENT CONTRACT NO. D26-242.

WHEREAS, on April 7, 2026, a federal major disaster was declared for the State of Washington (FEMA-4906-DR-WA) arising from severe storms, straight-line winds, flooding, landslides, and mudslides; and

WHEREAS, the City of Chelan (the "City"), a public agency established under the laws of the State of Washington, incurred costs responding to and recovering from that disaster, including removal and disposal of woody debris from City parks, beaches, and the marina resulting from the December 2025 Stehekin flooding event; and

WHEREAS, the Federal Emergency Management Agency Public Assistance Program is administered in Washington by the Washington Military Department, Emergency Management Division (the "Department"), with the City acting as a subrecipient of federal and/or state funds; and

WHEREAS, the City has submitted a Request for Public Assistance and intends to enter into a Public Assistance Grant Agreement (Contract No. D26-242) with the Department to seek reimbursement for eligible disaster recovery costs; and

WHEREAS, the Department requires the City to designate an Applicant Agent and an Alternate Applicant Agent authorized to act on the City's behalf for purposes of administering the grant; and

WHEREAS, the City Council finds that making these designations, while preserving the Mayor's authority to execute the Grant Agreement and any amendments to it, is in the public interest and will facilitate the timely administration of disaster assistance funds;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

Section 1. Designation of Applicant Agent and Alternate Applicant Agent. Laura McAloon, City Administrator, is designated as the City's Applicant Agent, and Heidi Evans, Finance Director, is designated as the City's Alternate Applicant Agent, for FEMA-4906-DR-WA/Washington Military Department Contract No. D26-242.

Section 2. Scope of Authority. The Applicant Agent and Alternate Applicant Agent, and each of them acting individually, are authorized on behalf of the City, and solely for purposes of administering FEMA-4906-DR-WA/Contract No. D26-242, to certify completion of eligible projects, to request payments (including A-19 invoice vouchers and other reimbursement requests), to request time extensions, and to prepare and sign other documentation required for funding under the grant.

This designation does not authorize the Applicant Agent or the Alternate Applicant Agent to execute the Public Assistance Grant Agreement or any amendment to it on the City's behalf. That authority remains with the Mayor, or the Mayor's designee, consistent with the City's standing practice for execution of contracts. Nor does this designation independently authorize the Applicant Agent or Alternate Applicant Agent to incur obligations, approve expenditures, or execute contracts outside the scope of the approved grant or beyond amounts otherwise authorized by the City Council, the City budget, or applicable City purchasing policies.

Section 3. Effective Date. This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Chelan and approved by its Mayor this 14th Day of July, 2026.

APPROVED:

By:_____
Erin McCardle, Mayor

AUTHENTICATED:

By:_____
Peri Gallucci, City Clerk

APPROVED AS TO FORM:

By:_____
Quentin Batjer, City Attorney

CERTIFICATION

I, Peri Gallucci, duly appointed and acting City Clerk of the City of Chelan, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the City Council of the City of Chelan on the 14th day of July, 2026.

Date: _____

_____
Peri Gallucci, City Clerk

Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET

1. SUBRECIPIENT Name and Address: City of Chelan 135 E Johnson Avenue Chelan, WA 98816	2. Grant Agreement Amount: **To be determined, based upon approved project worksheets**	3. Grant Number: D26-242
4. SUBRECIPIENT, phone/email: Erin McCardle 509-682-8018 mayor@cityofchelan.gov	5. Grant Agreement Start Date: **December 5, 2025**	6. Grant Agreement End Date: **April 7, 2030**
7. DEPARTMENT Program Manager, phone/email: **Jonathan L. Holmes, (253) 512-7429** **Jonathan.Holmes@mil.wa.gov**	8. Unique Entity Identifier (UEI): Q97JHJNST437	9. UBI # (state revenue): 042 000 300

10. Funding Authority:
Washington State Military Department (the "DEPARTMENT"), and **Federal Emergency Management Agency** (FEMA)

11. Funding Source Agreement #: **FEMA-4906-DR-WA**	12. Program Index # **764FC (Federal) / 762FE (State) / 764FD (Admin)**	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: **97.036, Public Assistance**	14. Federal EIN #: 91-6001411

15. Total Federal Award Amount: N/A	16. Federal Award Date: N/A	
17. Service Districts: (BY LEGISLATIVE DISTRICT): 12 **th** (BY CONGRESSIONAL DISTRICT): 8 **th**	18. Service Area by County(ies): Chelan	19. Women/Minority-Owned, State Certified?: **X** N/A ☐ NO ☐ YES, OMWBE #_____

20. Contract Classification: ☐ Personal Services ☐ Client Services **X** Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract **X** Grant **X** Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Contractor Selection Process: **X** "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____	23. Contractor Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit **X** Public Organization/Jurisdiction **X** Non-Profit ☐ VENDOR **X** SUBRECIPIENT ☐ OTHER

24. BRIEF DESCRIPTION:
Presidential Disaster Declaration # FEMA-4906-DR-WA Severe Winter Storms, Straight-Line Winds, Flooding, Landslides, and Mudslides. To provide funds to the SUBRECIPIENT for emergency work and the repair or replacement of disaster-damaged facilities. as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4906-DR-WA Severe Winter Storms, Straight-Line Winds, Flooding, Landslides, and Mudslides, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.

IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated April 7, 2026 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. **Applicable Federal and State Statutes and Regulations**
2. **DHS Standard Terms and Conditions**
3. **Presidential Declaration, FEMA State Agreement, and other Documents**
4. **Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)**
5. **Special Terms and Conditions**
6. **General Terms and Conditions, and,**
7. **Other provisions of the contract incorporated by reference.**

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

_____
Signature Date
Stacey McClain, Governor's Authorized Representative
Washington State Military Department

APPROVED AS TO FORM:
David B, Merchant 5/28/2026
Assistant Attorney General

FOR THE SUBRECIPIENT:

_____
Signature Date
print or type name: Erin McCardle

APPROVED AS TO FORM:

_____
SUBRECIPIENT's Attorney Date

Washington State Military Department
SPECIAL TERMS AND CONDITIONS

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Erin McCardle	Name	**Jonathan L. Holmes**
Title	Mayor	Title	**Deputy State Coordinating Officer Public Assistance**
E-Mail	mayor@cityofchelan.gov	E-Mail	**Jonathan.Holmes@mil.wa.gov**
Phone	509-682-8018	Phone	**(253) 512-7429**

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the "FEMA State Agreement" published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated April 7, 2026 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated April 7, 2026.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4906-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning December 5 to December 19, 2025. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The subrecipient may keep interest amounts up to $100 per year for administrative expenses.

STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT:

1. **FUNDING**
   The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4906-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining up to **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4906-DR-WA, subject to the following exceptions:

DEPARTMENT Match: During the 2026 Session of the State Legislature, funding of the non-federal share of 4906-DR-WA costs was addressed. The State Legislature approved partial funding for the non-federal share which will be equally split for eligible costs covered under the Project Worksheets for the 4906-DR-WA Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides event. For local jurisdictions, Public Assistance grant funding will be 75 percent federal funds, 12.5 percent state funds and 12.5 percent local funds.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in Public Assistance Program and Policy Guide V.5 (PAPPG), and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."

b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated April 7, 2026 (**Attachment 4**) procedures as follows:

a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.

b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.

c. Progress Payments: Progress payment of funds for costs already incurred on Architectural & Engineering (A&E) small/large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.

d. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.

e. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.

f. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount obligated for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.

g. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.

h. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4906-DR-WA.

i. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. _____, Accounting Fund No. _____.

j. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

k. For travel costs, SUBRECIPIENTs shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive.

l. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.

m. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.

n. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

o. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.

p. SUBRECIPIENTs shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with disaster-specific projects must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with FEMA Recovery 2000 Policy FP 104-11-2, Public Assistance Management Costs (Interim) and PA Management Costs Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal Management Costs reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at https://mil.wa.gov/emergency-management-division/grants/requiredgrantforms and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large and A&E projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. A&E project reporting will require specific information which will outline project milestones. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is

received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44 CFR 206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form located at https://mil.wa.gov/emergency-management-division/grants/requiredgrantforms with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:
   i. review of financial and performance reports;
   ii. monitoring and documenting the completion of Agreement deliverables;
   iii. documentation of phone calls, meetings, e-mails, and correspondence;
   iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
   v. observation and documentation of Agreement related activities;
   vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.208. If the DEPARTMENT determines

that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:

i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
iv. Withhold further federal awards for the project or program.
v. Take any other remedies that may be legally available.

f. The DEPARTMENT agrees to:

i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
iii. Submit the SUBRECIPIENT's funding package to FEMA.
iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

A. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated April 7, 2026 (**Attachment 4)**.

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**Agreement**" means this Grant Agreement.

b. "**Department**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.

c. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.

d. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.

e. "**Project**" means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA may process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990 , PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

Except as provided herein, the Subrecipient 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 telecommunication. If the ADA does not apply to the Subrecipient because the Subrecipient is a federal recognized Indian Tribe, then the acceptance by the Tribe of, or acquiescence to, these General Terms and Conditions does not change or alter its inapplicability to the Indian Tribe. The

execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPEINT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated April 28, 2024 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at https://mil.wa.gov/emergency-management-division/grants/requiredgrantforms. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (https://www.sam.gov) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' *Debarred Vendor List* (https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/vendor-debarment).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or applicable policies, Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

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

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR 200.317 Procurements by States and Indian Tribes and 2 CFR Part 200.318 General Procurement Standards through 200.327 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

1. Contracts for more than the simplified acquisition, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment

Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not

used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

    The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

11. Notice of Federal awarding agency requirements and regulations pertaining to reporting.
12. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
13. Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
14. Retention of all required records for six (6) years after the SUBRECIPIENT has made final payments and all other pending matters are closed.
15. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
16. Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.
17. Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 2 CFR 200.327. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.
c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law, or court order.

A.13 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The board shall, by majority vote, resolve the dispute. Each party shall bear the cost for its board member and its attorney fees and costs, and share equally the cost of the third board member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70A.305.020.

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including

but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT. To the extent allowed by law, the SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT 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 the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. To the extent allowed by law, the SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided; however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.

d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the

Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **$1,000,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **$1,000,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a federal award.

SUBRECIPIENTs that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032
OR
Contracts.Office@mil.wa.gov

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents

of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENTs Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) business days after emailing notice. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The DEPARTMENT may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the SUBRECIPIENT ten (10) business days prior to termination.

A.38 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBRECIPIENT an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.39 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPATMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.40 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the SUBRECIPIENT will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established and are indicated herein: Minority Business Enterprises: (MBEs): 10% and Woman's Business Enterprises (WBEs): 6%..

A.41 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Except for as provided herein, venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington, and the Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington. Provides, that if the Subrecipient is a federally recognized Indian Tribe, the parties agree that, in the event either party to this Agreement commences any suit relating to or arising from the Agreement, the United States District Court for the Western District of the State of Washington shall have the sole and exclusive jurisdiction over such proceeding. If the court lacks federal subject matter jurisdiction, then the Tribe agrees to waive its sovereign immunity from suit for the limited purpose of permitting the State to enforce the terms of this Agreement in the Superior Court of Washington under Washington law, and venue for such suit shall be the Superior Court of Thurston County, Washington. This limited waiver of sovereign immunity is solely for the benefit of the State. This limited waiver of sovereign immunity shall not be for, nor shall it be construed as for, the benefit of any other person or entity, and the Tribe does not waive its immunity with respect to any action brought by, or on behalf of, any other entity or person.

A.42 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

PROJECT WORKSHEET SAMPLE

V0

Department of Homeland Security
Federal Emergency Management Agency

General Info

Project #	**P/W #**	**Project Type**
Project Category		**Applicant**
Project Title		**Event**
Project Size		**Declaration Date**
Activity		**Incident Start Date**
Completion Date		**Incident End Date**
Process Step		

Damage Description and Dimensions

Final Scope

Project Notes:

Cost

Code	Quantity	Unit	Total Cost	Section

CRC Gross Cost
CRC Net Cost
Federal Share
Non-Federal Share

Award Information

Version Information

Version #	Eligibility Status	Current Version	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R.§200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding $5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Final Reviews

Final Review

Reviewed By **Reviewed On**

Review Comments

Recipient Review

Reviewed By **Reviewed On**

Review Comments

Project Signatures

Signed By **Signed On**

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SUPPLEMENTAL CONTRACT DOCUMENTS

PUBLIC ASSISTANCE PROGRAM

Contract Information:
The F.E.M.A. Public Assistance Program is a state-led program that the Washington Military Department – Emergency Management Division has been designated by the Governor to manage and facilitate. The Washington Military Department is considered the recipient of the federal funds, and your jurisdiction is considered the subrecipient of the federal funds and state funds. A contract must be in place with the Washington Military Department and your jurisdiction to disburse the funds. Delay in completing the W.M.D. Grant Agreement and the Supplemental Contract Documents will delay payment for obligated projects.

Contract Documents:
*W.M.D. Grant Agreement
*Supplemental Contract Documents:

- Disaster Assistance Application
- Designation Letter OR Resolution
- Signature Authorization Form
- Debarment Certification Form
- Audit Certification & FFATA Reporting Form
- Statewide Vendor Number

Electronic Signatures:
The Washington Military Department – Emergency Management Division accepts both wet ink signatures and certified electronic signatures (e.g., DocuSign, Adobe Sign). This agreement may be executed using either signature, and certified electronic signatures shall have the same legal effect and enforceability as wet ink signatures.

E-mail Address:
Submit your contract documents to: **MIL-PA-Admin@mil.wa.gov**

Mailing Address:
If you prefer to mail the documents in, send them to:

Mr. Jonathan Holmes
Washington Military Department
Emergency Management Division
Public Assistance Program MS:
TA-20, Building 20-B
Camp Murray, WA 98430-5122

INSTRUCTIONS

STEP 1: Review the information in **SECTION A – Disaster Event Information**, which has been pre-filled using the information that you submitted in your R.P.A. – Request for Public Assistance.

STEP 2: Complete **SECTION B – Applicant Information** and **SECTION C – Signatories and Jurisdictional Information**, and the information that you input will auto-populate to the Supplemental Contract Documents.

STEP 3: For the **Disaster Assistance Application**, the Applicant Agent and the Alternate Applicant Agent should sign and date in their respective places.

STEP 4: For the **Designation Letter**, submit the letter with the provided template or create the letter on your jurisdiction's letterhead. The Highest Authorizing Authority must sign the letter and should be the individual assigning the Applicant Agent and the Alternate Applicant Agent.

STEP 5: For the Designation of Applicant's Agent **Resolution**, this should only be completed if the Applicant Agent or the Alternate Applicant Agent is the Highest Authorizing Authority. Once it has been completed, the governing body must pass it. A template of the Resolution is provided in this packet. If your jurisdiction uses its own template, then the Clerk of the governing body must sign and date it.

STEP 6: For the **Signature Authorization Form**, the Highest Authorizing Authority should sign in Section 1. The Applicant Agent and the Alternate Applicant Agent should sign in Sections 2 and 3. Additional individuals can also be listed in Sections 1, 2, and 3 and should sign in their respective places. E-signatures are optional and not required for this form.

STEP 7: For the **Debarment Certification Form**, the Highest Authorizing Authority, Applicant Agent, or the Alternate Applicant Agent must sign at the bottom, input their information, and date the form.

STEP 8: For the **Audit Certification & FFATA Reporting Form**, the Authorized Financial Representative must complete Sections A, B, and C, sign it, and date the form.

STEP 9: For the **Statewide Vendor Number**, the Washington State Office of Financial Management maintains a central vendor/supplier file for processing vendor payments. This allows your jurisdiction to receive payments through direct deposit. Input your vendor number, and if you do not have a vendor number, go to: https://ofm.wa.gov/tech-support/statewide-vendor-payee-services/

STEP 10: Once the W.M.D. Grant Agreement and Supplemental Contract Documents are complete and signed, e-mail them to: **MIL-PA-Admin@mil.wa.gov**
In the subject line of the e-mail, input: **Contract Submission - The Name of Your Jurisdiction**.

STEP 11: After processing the documents, a W.M.D. Grant Agreement that has been signed by the Washington Military Department will be mailed to you. Keep the agreement for your records, for the length of time you are required to retain it.

SECTION A – Disaster Event Information

Disaster Number:	4906-DR-WA
Event Name:	Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides
Declaration Date:	April 7, 2026
Contract Number:	D26-242
FIPS Number:	007-11615-00

SECTION B – Applicant Information

Applicant Name:	City of Chelan
Doing Business As (DBA):	
Street Address:	135 E Johnson Avenue
City:	Chelan
State:	WA
Zip Code:	98816
Mailing Address:	PO BOX 1669, Chelan WA 98816
County:	Chelan
Federal Employer Identification Number (EIN):	91-6001411
Uniform Business Identifier (UBI):	042 000 300
Unique Entity Identifier (UEI):	Q97JHJNST437
Statewide Vendor Number (SWV #):	0019428-00

SECTION C – Signatories and Jurisdictional Information

1. Enter the information for the **Highest Authorizing Authority**.
   - **One individual** should be listed, and a **Designation Letter** should be submitted with this packet.
   - **Multiple individuals** should be listed if submitting a **Resolution** to designate authorities **via a Board** such as a County Board of Commissioners, City Council, Tribal Council,

School Board, etc. A Resolution should also be used if the Highest Authorizing Authority will be the Applicant Agent or the Alternate Applicant Agent.

Name:	Erin McCardle	Title:	Mayor
Name:		Title:	
Name:		Title:	
Name:		Title:	
Name:		Title:	
Name:		Title:	
Name:		Title:	
Name:		Title:	

2. Enter the information for the **Applicant Agent** (primary contact with signing authority). This should be an individual other than the Highest Authorizing Authority. Examples include the County Commissioner, Executive Director, City Clerk, etc.

Name:	Laura McAloon
Title:	City Administrator
Email:	lauram@cityofchelan.gov
Phone:	509-682-8014
Fax:	

3. Enter the information for the **Alternate Applicant Agent** (back-up contact with signing authority). This should be an individual other than the Highest Authorizing Authority. Examples include the Public Works Director, Finance Director, Finance Manager, Treasurer, etc.

Name:	Heidi Evans
Title:	Finance Director
Email:	heidie@cityofchelan.gov
Phone:	509-682-8036
Fax:	

4. Enter the information for the individuals **authorized to sign contracts** (typically the Applicant Agent and the Alternate Applicant Agent), and other individuals may also be listed as well.

Name:	Erin McCardle	Title:	Mayor
Name:		Title:	
Name:		Title:	

5. Enter the information for the individuals **authorized to sign certifications, A-19 invoice vouchers, time extensions**, and other documents pertaining to the grant or reimbursement (typically the Applicant Agent and the Alternate Applicant Agent), and other individuals may also be listed as well.

Name:	Laura McAloon	Title:	City Administrator
Name:	Heidi Evans	Title:	Finance Director
Name:		Title:	

6. Enter the information for the **Authorized Financial Representative** that will sign the **Audit Certification & FFATA Reporting Form**.

Name:	Heidi Evans
Title:	Finance Director
Email	heidie@cityofchelan.gov
Phone:	509-682-8036
Fax:	

⚠

*Only complete **Question #7 IF** the Applicant Agent or the Alternate Applicant Agent **IS** the Highest Authorizing Authority.

*Skip this question if your jurisdiction will be submitting a **Designation Letter** or using its own **Resolution** format.

7. Enter the information for the **Resolution**

Date of Resolution:					
Date:		Month:		Year:	

Governing Body:

Individual certifying that the Resolution is true and correct (typically the Clerk)			
Name:		Title:	

Date Certifying the Resolution:					
Date:		Month:		Year:	

8. Review the options and **select the letter** that corresponds with the **type of Applicant** your jurisdiction is.

Enter the letter in the bordered box.	C
A. State B. County C. City D. School District E. Special Purpose Districts (e.g. Diking Districts, Fire Districts, Water Districts) F. Higher Educational Institution G. Indian Tribe H. Private Nonprofit I. Other (Specify)	
If I. Other, specify type of jurisdiction:	

9. Enter the **Congressional District Number(s)** and **Legislative District Number(s)** associated with your jurisdiction. If it is unknown, go to: https://app.leg.wa.gov/districtfinder/

Congressional District Number(s)	8th
Legislative District Number(s)	12th

DISASTER ASSISTANCE APPLICATION **DEM - 131**

Application Identifier: State Number: D26-242

Federal Disaster Number: 4906-DR-WA

Federal Catalog Number: 97.036 **Title: Public Assistance Grants**

Declaration Date: April 7, 2026

Applicant's FEMA Project Application Number: 007-11615-00

Legal Applicant Recipient:

Applicant's Name: City of Chelan

Street Address: 135 E Johnson Avenue

Mailing Address: PO BOX 1669, Chelan WA 98816 County: Chelan

City: Chelan State: WA Zip Code: 98816

Applicant Agent:

Name: Laura McAloon

Title: City Administrator

Signature:

Contact Information:

Phone: 509-682-8014

Fax:

E-mail: lauram@cityofchelan.gov

Date:

Alternate Applicant Agent:

Name: Heidi Evans

Title: Finance Director

Signature:

Phone: 509-682-8036

Fax:

E-mail: heidie@cityofchelan.gov

Date:

Type of Applicant:

A - State
B - County
C - City
D - School District
E - Special Purpose District
F - Higher Educational Institution
G - Indian Tribe
H - Private NonProfit
I - Other (Specify)

Enter Appropriate Letter C

Congressional District Number: 8th

State Legislative District Number: 12th

Governor's Authorized Representative:

Signature Date:

NOTE: Shaded blocks for WA EMD use.

INSTRUCTIONS FOR COMPLETING
DESIGNATION OF APPLICANT'S AGENT

Governing Body = council, commissioners, board of directors, etc.

Public Agency = name of the applicant entity, i.e., county, city, fire district, etc.

General Notes:

* Must have signatures of voting members of the governing body; titles may be typed.

* A majority of the governing body must sign the resolution.

* The certification must be signed by the clerk of the governing body.

* The signed resolution itself may be photocopied, but the **certification** needs to have the **original signature** of the signer.

* A letter may be substituted for the Designation of Applicant's Agent Resolution. The letter should be from the chief executive officer for the public agency, i.e., Mayor, City Manager. **One may not appoint oneself as the applicant agent.**

SIGNATURE AUTHORIZATION FORM (SAF)

WASHINGTON MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on page 2 before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
City of Chelan	**
CONTRACT / PROJECT DESCRIPTION	**CONTRACT NUMBER**
4906-DR-WA	D26-242

1. AUTHORIZING AUTHORITY

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
		Erin McCardle	Mayor

2. AUTHORIZED TO SIGN CONTRACTS / AMENDMENTS

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
		Erin McCardle	Mayor

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
		Laura McAloon	City Administrator
		Heidi Evans	Finance Director

INSTRUCTIONS FOR THE SIGNATURE AUTHORIZATION FORM (SAF)

This form identifies the authorizing authority(ies) and person(s) who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contracts with the Washington Military Department (WMD). Please complete all sections. The signature and/or e-signatures included on this SAF must match what is on the contracts, amendment, debarment form, and A-19 invoice voucher submitted. It is required that the signatures in WMD's files are current. Changes in staffing or responsibilities will require a new SAF.

At least one person must be assigned to each of the three roles and the same person can be assigned to multiple roles. If more than one individual will be signing a contract, amendment, or reimbursement request please make sure everyone signs this form. If additional lines are needed, please fill out two forms and title them 1 of 2 and 2 of 2.

1. **Authorizing Authority.** Generally, the person(s) signing in this section heads the organization such as the chief executive office. In some cases, other employees within the organization may have been delegated this authority.
2. **Authorized to Sign Contracts / Amendments.** The person(s) given the authority to bind the organization to the terms and conditions of the contract.
3. **Authorized to Sign Requests for Reimbursement.** Often the chief financial officer or members of the accounts receivable team. When a request for reimbursement is received, the signature on the A-19 invoice voucher is verified that it matches the signature on this form. **It is advisable to have more than one person authorized to sign reimbursement requests.** This will help prevent delays in processing a request if one person is temporarily unavailable. The payment can be delayed if the request is presented without the proper signature.

Once filled out, send the original to WMD with the signed contract. It is recommended you keep a copy with the executed contract in your files.

If you have any questions regarding this form or to request new forms, please email the contracts office at contracts.office@mil.wa.gov.

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME City of Chelan		Doing business as (DBA)	
ADDRESS 135 E Johnson Avenue Chelan WA 98816	**Applicable Procurement or Solicitation #, if any:**	WA Uniform Business Identifier (UBI) 042 000 300	Federal Employer Tax Identification #: 91-6001411
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,'' without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ Date: _____

Print Name and Title: Erin McCardle, Mayor

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

WASHINGTON MILITARY DEPARTMENT

Audit Certification and FFATA Reporting Form

CONTACT INFORMATION			
Subrecipient Name (Agency, Local Government, or Organization): City of Chelan			
Subrecipient Unique Entity Identifier (UEI) Number: Q97JHJNST437			
Authorized Financial Representative (Name and Title): Heidi Evans			
Address: 135 E Johnson Avenue	Chelan	WA	98816
Email: heidie@cityofchelan.gov	Phone Number: 509-682-8036		

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend $1,000,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year.

- If your entity ***is not*** subject to these requirements, you must complete **Section A** of this Form.
- If your entity ***is*** subject to these requirements, you must complete **Section B** of this form.
- **All subrecipients** must complete **Section C** (FFATA) of this form.

Failure to return this completed Form to contracts.office@mil.wa.gov may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F (check all that apply)
☑ We did not expend $1,000,000 or more of total federal awards during the preceding fiscal year.
☐ We are a for-profit organization.
☐ We are exempt for other reasons (describe):
However, by signing below, I agree that we are still subject to the audit requirements, laws, and regulations governing the program(s) in which we participate; that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees; and that WMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F (Check the appropriate box and complete the information below)
☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date]. There were no findings related to federal awards or internal controls.
☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date] and there were findings related to federal awards and/or internal controls.
☐ Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] for fiscal year [enter date].
Provide a complete copy of the audit report electronically to contracts.office@mil.wa.gov or provide the state audit number [enter number].

SECTION C: Federal Funding Accountability and Transparency Act (check the corresponding answer)
In your preceding fiscal year, did your organization receive 80% or more of its gross revenues from federal funding? ☐ Yes ■ No
In your preceding fiscal year, did your organization receive $25,000,000 or more in federal funding? ☐ Yes ■ No
If you answered *yes* to the previous questions, you must report the names and total compensation of the top 5 highly compensated officials of your organization. 1. 2. 3. 4. 5.

I hereby certify that I am an individual authorized by the above identified entity (subrecipient) to complete this form. Further, I certify that the above information is true and correct, and all material findings contained in the audit report/statement have been disclosed. Additionally, I understand this form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from the Department until the grant agreement is closed.

_____

Signature of Authorized Financial Representative: Date:

D26-242

Statewide Vendor Number

The Washington State Office of Financial Management maintains a central vendor/supplier file for Washington State agencies to use for processing vendor payments. This allows your jurisdiction to serve as a vendor/supplier and receive payments from all participating state agencies. This allows you to receive payments through direct deposit, which is the state's preferred method of payment.

If you already have a Statewide Vendor Number, input it here:

SWV- 0019428-00

If you do not have a Statewide Vendor Number, go to:
https://ofm.wa.gov/tech-support/statewide-vendor-payee-services/

City of Chelan

2026-058

CITY COUNCIL July 14, 2026

Subject/Title:	2027 Budget Calendar Acceptance (Finance Director Evans)
Department:	Finance
Staff Contact:	Heidi Evans
Guiding Principles:	Healthy & Sustainable
Initiatives:	Establish a Long-Range Economic Strategy
Reviewed By:	City Administratro and Finance Director
Number of Looks:	Look No.1 of 1

PREVIOUS ACTION TAKEN

None.

OVERVIEW

Each year the Finance Department prepares a proposed budget calendar, which includes dates for required public hearings and Council workshops to review the proposed operations & maintenance and capital budgets. The proposed calendar is constructed to meet all legal deadlines for hearings and adoption of the 2027 budget.

FINANCIAL IMPLICATIONS

None.

ATTACHMENTS

1. 2027 Budget Calendar - Draft
2. 2027 Budget Calendar Notice - Draft

SUGGESTED MOTION

I move to accept the 2027 Budget Calendar, as presented.

2027 Budget Process & Timeline

The City of Chelan's annual budgeting process is structured around five deliberate and collaborative phases. From long-range strategy to final adoption, each phase builds on the last to create a balanced, thoughtful, and responsive municipal budget that serves the needs of our residents, supports city services, and reflects our community priorities.

PHASE 1: Strategy

This phase connects the vision and high-level financial goals for the City. Elected Officials and City Staff review economic trends, strategic plans, and service demands to frame the budget in alignment with Council priorities.

MONTH	DATE	TASK	DESIRED OUTCOME
June	6/2/2026-6/3/2026	Senior Staff Retreat	Discuss proposed priorities and develop KPIs for 2027. Bring forward a recommended list of capital priorities for council consideration.
June	6/30/2026	Council Strategic Retreat	Provide synopsis of priorities and initiatives considered for the 2027 budget.
June	6/30/2026	Create Revenue & Expense Guidance	Consider trends in income and expense and create guidance for staff as they plan for department needs as it relates to income and expense.
July	7/28/2026	Q2 Financial Review	Presentation of Q2 revenue and expense to Staff & City Council.
July	7/31/2026	Policy & Cost Center Allocations Review	Review current financial policies and their impact on Budget strategy and planning. Recommend changes as needed.
October	10/27/2026	Q3 Financial Review	Presentation of Q3 revenue and expense to Staff & City Council.

PHASE 2: Training

Before diving into the budget work, staff across departments receive training on updated budget tools, templates, schedules and guidance. This phase ensures consistency, compliance with state and internal policies, and a shared understanding of expectations.

MONTH	DATE	TASK	DESIRED OUTCOME
June	6/30/2026	ClearGov User & Team Configuration	Ensure all users are set-up correctly in ClearGov with accurate account assignments, team affiliations and permissions.
June	6/30/2026	ClearGov Budget Configuration	Ensure all draft budgets and accounts are set-up correctly in ClearGov.
June	6/30/2026	Budget Kick-Off Meeting	Host a city-wide kick-off meeting to walk through the budget structure, budget process, expectations and timelines.
July	7/1/2026-7/15/2026	Department Budget Training	Host department-specific training to ensure appropriate knowledge and competency in ClearGov software. Department to coordinate with Finance, as needed.

PHASE 3: Pre-Planning

Departments begin preparing internally by identifying major projects, operational needs, and anticipated resource requirements. Reports on revenue and expense history and trends are reviewed with the Finance Director. Department Directors will meet with the City Administrator, Finance Director and Mayor to review their early

budget intentions for discussion and approval. This early coordination allows time to align budgets with strategic priorities and leadership.

MONTH	DATE	TASK	DESIRED OUTCOME
July	7/1/2026-7/31/2026	Contract & Lease Review	Review all city contracts and leases that are up for renewal and will have an impact on 2027 revenue and expense.
July	7/1/2026-7/31/2026	Departmental Pre-Planning	Departments begin discussion about staff needs, rates & fees, proposed projects and sending priorities for the coming budget year.
Late July	7/15/2026-7/31/2026	Revenue Forecast Meetings	Department Directors meet with Finance Director to review revenue projections and agree upon budgeted 2027 revenues
Late July	7/15/2026-7/31/2026	Seasonal Hiring Forecast Meeting	Parks staff, Assistant Finance Director & HR Director meet to discuss and plan for 2027 seasonal staffing needs.
August	8/1/2026-8/30/2026	Department Pre-Planning Executive Review	Department Directors meet with City Administrator, Finance Director and Mayor to discuss their proposed budget intentions for feedback and buy-in.
September	9/1/2026-9/15/2026	Ending Fund Balances Projections	Finance Director develops estimated Ending Fund balances in preparation for 2027 Budget.

PHASE 4: Drafting

Departments begin to draft and submit their detailed budget requests in ClearGov during this stage. These drafts include proposed operating expenses, revenue projections, capital needs and budget narratives.

MONTH	DATE	TASK	DESIRED OUTCOME
August-September	8/1/2026-9/15/2026	Draft & Submit 2027 Budget Requests	Departments submit all their operating, enterprise, personnel and capital budget requests into ClearGov.
September	9/1/2026-9/30/2026	Draft & Submit 2027 Rates and Fees	Departments submit all their proposed rates and fees into a shared document.
August-September	8/1/2026-9/15/2026	Draft “Other” Fund Budgets	Finance Director drafts “other” Fund Budgets in ClearGov.
September	9/15/2026	Draft Narratives & Mayor’s Letter	Department Directors and Mayor draft department narratives, personnel narrative and transmittal letter in ClearGov.
October	10/1/2026	Finance Finalizes Payroll Scenario	Finance finalizes personnel scenario – wages & benefits

PHASE 5: Review & Adoption

City Administrator, Mayor, Finance Director, and City Council evaluate the draft budget. This phase involves Council workshop presentations, adjustments based on feedback, and finalization of draft budgets. Following public input and Council deliberation, the budget is finalized and formally adopted, solidifying the city's spending plan for the upcoming fiscal year.

MONTH	DATE	TASK	DESIRED OUTCOME
August	8/4/2026	Council Budget Workshop #1	Staff provides outlooks on 2027 revenue projections & economic indicators. Council provides staff with direction.
September	9/1/2026	Council Budget Workshop #2	Presentation of interfund transfer models proposed for 2027. Council provides staff with direction.
September	9/15/2026-9/30/2026	Mayor, Finance Director & City Administrator Review Draft Budgets	Budgets are reviewed in preparation for presentation to Council. First round of feedback from Mayor given.
October	10/8/2026	Council Budget Workshop #3	Presentation of City Hall Departments & "Other" funds (lodging, housing, etc.) operating to City Council.
October	10/15/2026	Council Budget Workshop #4	Presentation of Parks and Public Works Operating and Enterprise fund budgets to City Council.
October	10/20/2026	Council Budget Workshop #5	Review of operating budgets. Presentation of Personnel scenarios, Rates & Fees, along with 301 General Fund capital requests to City Council.
October	10/27/2026	Preliminary Budget Public Hearing	Required public hearing
November	11/3/2026	Council Budget Workshop #6	Presentation of Capital Budgets
November	11/3/2026	Revenue Public Hearing	Required public hearing for revenue sources for the coming year; includes consideration of possible increase in property tax.
November	11/10/2026	Adoption of Tax Ordinance & Levy Certification	City Council votes to adopt the tax ordinance and levy certification.
November	11/12/2026	Council Budget Workshop #7	Final review of operating, capital, personnel, rates and fees and other funds to City Council for final feedback. Budget
November	11/13/2026	Final Draft Made Public	Final/complete draft of budget made available for public viewing.
November	11/24/2026	Final Budget Public Hearing	Required public hearing
December	12/1/2026	Council Budget Workshop #8	Review projected year-end fund balances.
December	12/8/2026	Adoption of Final Budget	City Council votes to adopt 2027 Budget
December	12/8/2026	Adoption of Rates and Fees	City Council votes to adopt 2027 Rate & Fee Schedule.

PUBLIC NOTICE
CITY OF CHELAN
SCHEDULE OF BUDGET MEETINGS & PUBLIC HEARINGS
FOR THE 2027 CITY BUDGET

NOTICE IS HEREBY GIVEN THE FOLLOWING MEETINGS HAVE BEEN SCHEDULED TO CONSIDER AND THEN ADOPT THE 2027 CITY OF CHELAN BUDGET. Regularly scheduled City Council Workshops to review the proposed preliminary budget will be held on August 4, September 1, November 3, and December 1, 2026, beginning at 5:15 p.m. Additional Special Meetings are scheduled for October 8, 2026, October 15, 2026, October 20, 2026, and November 12, 2026, beginning at 5:15 p.m. A public hearing to consider the Preliminary Budget will be held during the Regular City Council Meeting beginning at 5:15 p.m., or as soon thereafter as possible, on October 27, 2026. A public hearing to consider the 2027 tax levy and other revenue sources will be held during the Regular City Council Workshop Meeting beginning at 5:15 p.m., or as soon thereafter as possible, on November 3, 2026. The 2027 Property Tax Levy Ordinance adoption will take place during the Regular City Council Meeting beginning at 5:15 p.m. on November 10, 2026. A public hearing to consider the proposed final budget will be held during the Regular City Council meeting beginning at 5:15 p.m., or as soon thereafter as possible, on November 24, 2026. Adoption of the final budget will take place during the Regular City Council Meeting beginning at 5:15 p.m. on December 08, 2026. The public is encouraged to attend these meetings and to provide testimony during the public hearings. All Regular & Special Meetings, Workshops and Public Hearings will be held at Chelan City Hall, Council Chambers, 135 E. Johnson Avenue, Chelan Washington. Copies of the proposed budget will be available to the public on the City's website or at City Hall beginning November 13, 2026. As much as possible, notice will be provided upon any revisions.

DATED this 15th day of July 2026.

Peri S. Gallucci
City Clerk/Public Records Officer

Published in the Lake Chelan Mirror July 22nd and July 29th, 2026.

DRAFT

City of Chelan

2022-040G

CITY COUNCIL July 14, 2026

Subject/Title:	Resolution No. 2026-14XX Council Rules of Procedure (City Clerk Gallucci)
Department:	Administration
Staff Contact:	Peri Gallucci
Guiding Principles:	Visionary & Strategic
Initiatives:	Modernize Resource
Reviewed By:	City Administrator
Number of Looks:	Look No. 1 of 2

PREVIOUS ACTION TAKEN

Council adopted Resolution No. 1423 in May of 2023, amended in August 2023 by Resolution No. 2023-143, amended in March 2025 by Resolution No. 2025-1454, amended in April 2025 by Resolution No. 2025-1459.

OVERVIEW

In conjunction with the updates to Chelan Municipal Code, the City Clerk's Office and City Attorney Batjer have been reviewing the Council Rules of Procedure for updating and revisions. The edits being worked on relate to conformity with both City Code and state laws as well as reducing duplication in procedural steps and policies.

FINANCIAL IMPLICATIONS

None.

ATTACHMENTS

1. 4.01.26 REDLINED Council Rules of Procedure
2. 4.01.26 CLEAN Council Rules of Procedure

SUGGESTED MOTION

None.

Introduction

Purpose. The Chelan City Council ~~has adopted~~adopts these Rules of Procedure to specify ~~clarify the duties and responsibilities of Councilmembers;~~ how meetings of the Council will be conducted; and how Councilmembers may participate in meetings, ~~types of meetings the Council may conduct,~~ and rules of conduct~~other formalities regarding~~ for the efficient and effective conduct of the Council's ~~business~~duty to serve as the legislative body of the City government~~.~~ Council meetings shall be conducted in accordance with these Rules of Procedure. ~~meetings are business meetings and should be conducted as such.~~

Authority. The roles of the elected and appointed officials are set forth in the Chelan Municipal Code and RCW 35A. The Chelan City Council ("Council") hereby establishes the following Rules of Procedure ("Rules") for the conduct of Council meetings, proceedings, and business. These Rules shall be in effect upon adoption by the Council and until such time as they are amended, or new Rules adopted in the manner provided by these Rules.

~~Role of Council. In accordance with RCW 35A, the Council serves as the legislative branch of the City of Chelan. The City Council consists of seven elected officials; each elected to four-year terms. Individual Councilmembers do not have governing power as individuals, but only when meeting as a Council when a quorum (four or more) is present. The Council is the law-making, policymaking, and budget and spending approval authority of the City government.~~

~~Role of City Administrator. The duties and responsibilities of the City Administrator are defined in CMC 2.08.060. The City Administrator is directly accountable to the City Council for the execution of the City Council's policy directives and for the administration and management of all City departments. Balanced with the City Administrator's accountability to the City Council for policy implementation is the legal requirement under the Chelan Municipal Code and state statute for the Council to allow the City Administrator to perform her/his legally defined duties and responsibilities without interference by the City Council in the day-to-day management decisions of the City Administrator. All City staff work under the direction of the City Administrator, who is directed by the City Council. The Council and its members shall interact with City staff through the City Administrator. The City Administrator shall attend all city council meetings and such other meetings as may be directed by the Mayor.~~

~~City Attorney Role. The City Attorney shall attend all meetings of the Council unless excused, and shall, upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian.~~

~~City Clerk Role. The City Clerk or designee shall attend all meetings of the Council, keep the official minutes, and perform such other duties as may be needed for the orderly conduct of the meeting.~~

~~Airport Board Meetings. The City of Chelan administers the Lake Chelan Airport pursuant to a Joint Operating Agreement with the Chelan Douglas Regional Port Authority. The regular meetings of the Airport Governing Board occur on the same days as the City of Chelan City Council Meetings and typically follow the City Council meetings. The Airport Board meetings shall follow the form and function as these Rules of Procedure.~~

~~Authority~~
~~The Chelan City Council ("Council") hereby establishes the following Rules of Procedure ("Rules") for the conduct of Council meetings, proceedings, and business. These Rules shall be in effect upon adoption by the Council and until such time as they are amended, or new Rules adopted in the manner provided by these Rules.~~

Conduct of Council Meetings

~~Mayor~~Presiding Officer. The Mayor at all meetings of the Council shall be the Presiding Officer, and in the absence of the Mayor, the Mayor Pro Tern will act in that capacity. If both the Mayor and Mayor Pro Tern are absent, the Councilmembers present shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Mayor Pro Tern.

~~Types Of Meetings.~~

Emergency meetings shall be conducted in accordance with RCW 42.30.

Public Notices.
Enter process. Send it to official newspaper, post it on the City Website and at City Hall.

~~Regular Meetings. City Council Regular Meetings will be held on the second and fourth Tuesdays of each month in Council Chambers, City Hall. Regular Meetings will begin at 5:15 p.m. and will adjourn no later than 9:00 p.m. a majority of the Council must concur to continue past this time of adjournment.~~
~~If any Tuesday on which a meeting is scheduled falls on a legal holiday or Election Day, the meeting shall be held at 5:15 p.m. on the first business day following the holiday or Election Day, or on another day designated by a majority vote of the Council or by ordinance.~~

~~Workshop Meetings. Regular City Council workshops shall be held on the first Tuesday of every month, January through December, excluding the month of July, at 5:15 p.m. and will adjourn no later than 9:00 p.m. at City Hall, 135 East Johnson, Chelan Washington, unless otherwise noticed. The City Council, at any workshop, may study, discuss and debate among themselves and with city staff items that are on the workshop agenda, and may take formal action or receive public comments or testimony regarding workshop agenda items.~~

~~Special Meetings. A Special Meeting is any Council meeting other than a Regular Meeting or Workshop Meeting. Notice shall be given at least 24 hours in advance specifying the time and place of the meeting and the business to be transacted. In all respects, a Special Meeting shall comply with the requirements of the Open Public Meetings Act.~~

~~Emergency Meetings. An Emergency Meeting is a Special Meeting called without 24-hour notice. An Emergency Meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency Meetings may be called by the Mayor with the consent of a majority of Councilmembers. The minutes will indicate the reason for the emergency.~~

Executive Session. An Executive Session is a Council meeting or portion thereof that is closed except to the Council, Mayor, City Attorney, authorized City Staff, and/or authorized consultants for those reasons set out in RCW 42.30.110. The public is restricted from attendance. Executive Sessions may be held during Regular or Special Meetings.

Before convening an Executive Session, the Presiding Officer or City Clerk shall announce the purpose of the Executive Session, including a citation of the RCW, and the anticipated time when the Executive Session will be concluded. Should the Executive Session require more time, the Mayor shall publicly announce that the meeting is being extended to a stated later time.

In the event one Councilmember is participating virtually, the City Clerk will call the Councilmember via telephone. If two Councilmembers are participating virtually, an additional virtual link will be provided for the Executive Session.

No minutes of the discussion in an Executive Session shall be recorded.
No business other than what is specifically authorized by RCW 42.30.110 shall be taken in an Executive

Session.
All business transacted in the Executive Session shall be confidential.

Closed Session. A Closed Session is a Council meeting or portion thereof, that is closed except to the Council, Mayor, City Attorney, authorized City Staff, and/or consultants for deliberation of matters under RCW 42.30.140, such as licensing, quasi-judicial matters, matters under Administrative Protection Act, and collective bargaining matters.

No minutes of discussion in a Closed Session shall be recorded.
No action other than what is specifically authorized by RCW
42.30.140 shall be taken in a Closed Session.

Meeting Minutes. The City Clerk, or ~~his/her~~ their designee, will keep an account of all proceedings of the Council in accordance with the statutory requirements, and proceedings will be maintained as ~~entered into a minute book constituting~~ the official record of the Council. Council meeting minutes will not be revised without a majority affirmative vote of the Council at a Regular Meeting.

Council Discussion. All Council discussions shall be governed by ROBERTS RULES OF ORDER, NEWLY REVISED, 12th edition. ~~unless modified herein.~~

Attendance
Elected Officials, Department Heads, the City Administrator, City Attorney and City Clerk, or ~~his/her~~ their designee, shall be required to attend all regularly scheduled Council meetings, Workshop meetings Committee meetings, and assigned outside agency meetings unless excused.

Unexcused Absences
A Councilmember's responsibility to attend Council meetings should not be taken lightly, nor should a decision to remove a Councilmember for missing meetings.

Pursuant to RCW 35A.12.060 "a Council position shall become vacant if the Councilmember fails to attend three consecutive regular/workshop meetings of the Council without being excused by Council."

Motions.
If a motion to excuse a Councilmember fails, or a motion to excuse is not brought before the Council, the absence shall be unexcused.

Failure to Comply.
Councilmembers who fail to comply with the provisions of this section shall be considered unexcused.

Minutes. The City Clerk shall make the appropriate notation in the minutes to reflect if a Councilmember's absence is excused or unexcused.

Excused Absences
Members of the Council may be excused from meetings with prior notifications to the Mayor and City Administrator prior to the meeting, and by stating the reason for the inability to attend.
Following roll call, the City Clerk shall inform the presiding officer of the member's absence. The presiding officer shall inquire if there is a motion to excuse the member. The motion shall be non-debatable.
Upon passage of such motion by a majority of members present, the absent members shall be considered excused, and the City Clerk shall make an appropriate notation in the minutes.

The Mayor is authorized to excuse the City Administrator and City Attorney. The City Administrator is authorized to excuse the City Clerk and Department Heads.

Example of excused absences are:

Personal illness or medical emergency
Family emergency or urgent family matters
Pre-approved personal or professional commitments
Conflicts related to city-related business such as travel, testimony hearings, regional/state committee assignments, and the like.
Other exceptional circumstances as agreed upon on a case-by-case basis by a majority of those members present.

Requesting an Excused Absence
Councilmembers are required to provide one business day's advance notice if they need to be absent from a scheduled City Council meeting or workshop.
Notice must be given to both the City Administrator and the Mayor. The City Administrator (or designee) will notify the full Council and City Clerk of the absence prior to the meeting.
In cases of emergency or sudden illness, Councilmembers may provide less notice. Councilmembers shall notify both the City Administrator and the Mayor as soon as reasonably possible, explaining the general nature of the emergency or illness.
A request for an excused absence will not be accepted beyond the subsequent regular meeting following the absence.
Petitions to reconsider an unexcused absence are subject to Roberts Rules of Order.

Leave of Absence
A Councilmember whose serious health or physical condition would prevent them from performing the duties of a Councilmember may request a leave of absence under the following conditions:

Such serious health or physical condition must be certified in writing by a medical physician. Medical records from a medical provider are confidential from disclosure under the Washington State Health Care Information Act, RCW 70.02.
The request for a leave of absence shall be in writing and hand-delivered or mailed to the Mayor and City Administrator at least one week prior to the date when such leave would commence.
The request for a leave of absence must state the anticipated date the Councilmember will resume their duties.

By a majority vote of the whole Council, a leave of absence shall be granted with the following conditions:
The absence shall not exceed 90 days from the date the motion is passed by Council;
The absent Councilmember shall retain pay during the leave of absence;
At the end of the leave of absence, the absent Councilmember shall either:
Return to normal Council duties commencing with the first Tuesday following the end of the leave; or
Resume status as an active-duty Councilmember, subject to the attendance requirement of RCW 35A.12.060.
A leave of absence of any duration may only be granted twice during a Councilmember's four-year term, with a minimum of six months between the end date of the prior request and the beginning date of the subsequent request.
Councilmembers on a leave of absence shall not be replaced with a pro-tern Councilmember. The long-term absence of a Councilmember will require diligence by the remaining members to ensure a quorum and that majority votes are not negatively impacted by absences from other Councilmembers.

Remote Attendance. Remote attendance should be the exception, not the rule, and should only be used as a last resort. A Councilmember who anticipates a lack of physical attendance shall contact the office of the City Clerk as soon as possible but no later than 48 hours in advance prior to the meeting to coordinate remote attendance. It is the responsibility of the Councilmember to be prepared with their tablet prior to the meeting.
A Councilmember attending remotely is required to participate in the meeting and is required to have ~~his/her~~ their camera enabled during the meeting unless predetermined prior to the meeting. Councilmembers may attend a Council meeting remotely for a maximum of eight times per year and no more than three consecutive occurrences unless due to illness.
Minutes. The City Clerk shall make the appropriate notation in the minutes to document remote attendance of any Councilmember.

A maximum of two Councilmembers may remotely attend a Council meeting at the same meeting. If more than two Councilmembers request to remotely attend the same meeting, the Mayor shall determine which two Councilmembers may remotely attend the meeting. Remote attendance at a Council meeting shall be counted towards determination of a quorum. If an interruption of the remote connection occurs, then:
If the Councilmember attending remotely is required to maintain a quorum, the meeting will be recessed until the connection can be restored; or
If the Councilmember attending remotely is not required to maintain a quorum, the meeting will proceed.

Late Arrival. Councilmembers who anticipate late arrival shall contact the Mayor or City Administrator as soon as possible but no later than 48 hours prior to the meeting and state the reason for the expected late arrival. If the Councilmember is unable to contact Mayor or City Administrator, the Councilmember shall contact the Office of the City Clerk.
Minutes. The City Clerk shall make the appropriate notation in the minutes to reflect the arrival time of Councilmembers not present for roll call.

~~4.2 Attendance Of Staff. Department Heads shall attend all meetings of the Council unless excused by the City Administrator. City Staff may make recommendations to the Council and shall have the right to take part in the discussions of the Council but shall have no vote.~~

Agenda Preparation
Role of City Clerk. The City Clerk or ~~his/her~~their designee will prepare an agenda for each Council meeting specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor.

Methods. An item may be placed on a Council meeting agenda by any of the following methods:

A majority vote of the Council;
Council consensus;
By City Administrator and Department Heads;
By a Council Committee;
By a Councilmember; or
By the Mayor.

Scheduling Priority. The City Clerk or ~~his/her~~their designee will endeavor to schedule sufficient time between public hearings and other scheduled items, so the public is not kept unduly waiting, and so the Council will have sufficient time to hear testimony and to deliberate matters among themselves.

Noticed Hearings. Legally required and advertised public hearings will have a higher priority over other time-scheduled agenda items which have been scheduled for convenience rather than for statutory or other legal reasons.

Agenda Deadlines. Agenda items for regular meetings or workshops will be submitted by noon on the Thursday prior to the next regular meeting. ~~Agendas will be finalized upon publication and any additions, deletions, or revisions to the agenda after it has been finalized must be approved at the meeting.~~

Agenda Documentation. Agenda item packets shall include the agenda bill and supporting documentation. ~~All documents requiring third party execution shall be executed by the third-party prior to the submission deadline, unless otherwise authorized by the Mayor or designee.~~

Agenda Published. Agenda materials will be published and made available in accordance with Ch. 42.30 RCW. ~~at City Hall or online for the Council, City Staff, media and public on the Friday before the regular meeting or workshop by 5 pm.~~

Regular Meeting Agenda

Call Meeting to Order/Pledge of Allegiance. The Presiding Officer calls the meeting to order and leads the Pledge of Allegiance. The Presiding Officer may, with the concurrence of the Council, take agenda items out of order.

Roll Call. The City Clerk calls roll of the Mayor and Council

Citizen Comments. Public comment will be allowed at the beginning of each regular meeting in accordance with RCW 42.30.240 and speaker shall clearly state their name for the record. Public comment is limited to items on the agenda for final action. Public comment may be taken orally or written testimony may be submitted to the City Clerk by 3 p.m. on the date of the meeting for distribution to the elected officials. An individual who is unable to attend a meeting may provide public comment remotely if advanced notice is provided to the City Clerk. ~~Unless otherwise announced by the Presiding Officer, public comment will be allowed at the beginning of each meeting or, if noted on the sign-in sheet, on a specific agenda item following the staff presentation and Council discussion, prior to the final vote.~~ Public comment shall be limited to 3 minutes per speaker and no speaker may convey or donate his/her their time for speaking to another speaker. ~~A total of 20 minutes is allowed unless additional public comment time is approved pursuant to Section 7.~~

Public comment may be allowed on items not on the meeting agenda at the Mayor's discretion.

All remarks will be addressed to the Council as a whole, and not to individual City Staff members. Citizen comments shall not be an opportunity for dialogue with councilmembers and councilmembers shall silently listen to the comments and observe decorum.

Minutes. A Councilmember's absence from a meeting for which minutes are being approved does not prevent the member from participating in their correction or approval.

Consent Agenda. Consent Agenda items have either been fully considered by Council or are routine and non-controversial and may be approved by one motion. Items on the Consent Agenda include but are not limited to vouchers, claims and payroll warrants, minutes, and ~~and/or~~ committee appointments.~~.~~ Any Councilmember may remove any item from the Consent Agenda for separate discussion and action.

~~Voucher, Claim & Payroll Review. On a rotating monthly basis, one Councilmember shall review the documentation supporting claims paid and review for approval by the City Council at its next regular public meeting and all checks or warrants issued in payment of any claim, demand or voucher. If the assigned Councilmember is unable to perform this duty for whatever reason, he/she shall promptly arrange a substitute Councilmember to make such review and notify the Office of the City Clerk at least 48 hours before the next regular public meeting.~~

Proclamations, Presentations & Awards.

Proclamations. A Proclamation is defined as an official announcement made by either the Council or the Mayor.
Presentations. Reports from paid consultants, Advisory Boards, Committees, Commissions, or community organizations, or other reports of interest to the Council.~~, and limited to 15 minutes. If the Presentation is anticipated to go longer than 15 minutes, it should be moved to the next workshop agenda.~~.
Awards. Awards or recognition presented by the Mayor or Council.

Public Hearings.

Types. There are two types of public hearings: legislative and quasi-judicial. The Presiding Officer will state the public hearing procedures before each public hearing. Citizens may comment on public hearing items.

Legislative Public Hearings. The purpose of a legislative public hearing is to obtain public input on legislative decisions on matters of policy, including, but not limited to, review by the Council of its comprehensive land use plan or the annual budget.

Quasi-Judicial Public Hearings. ~~The purpose of a quasi-judicial public hearing is to decide issues including the rights of specific parties and includes, but is not limited to, certain land use matters such as site-specific rezones, preliminary plats, and variances. The Council's decision on a quasi-judicial matter must be based upon and supported by the "record" in the matter. The "record" consists of all testimony or comment presented at the hearing and all documents and exhibits that have been submitted. In quasi-judicial hearings, Councilmembers shall comply with all applicable laws including without limitation the appearance of fairness doctrine (Chapter 42.36 RCW).~~
Quasi-Judicial Public Hearing are conducted in accordance with Ch. 42.36 RCW.

The following special rules of procedure apply:

This public hearing is a “quasi-judicial” hearing because it involves the legal rights of specific parties and pertains to a particular geographical area. In these cases, the City Council acts like a judge by determining the legal rights, duties, and privileges of specific parties in the hearing (hence the term “quasi-judicial”). The fundamental purpose of a quasi-judicial hearing is to provide the affected parties due process, which requires notice of the proceedings and an opportunity to be heard.
1. Each person who speaks at this hearing shall register their name, address, and position (e.g., proponent or opponent) on the roster that is located at the speaker’s table.
2. No person, including any City Council member, shall speak until they have been recognized by the chair and has identified him/herself.
3. No person shall address the City Council except at the speaker’s table and using the microphone.
4. The first time an individual speaks, they shall identify themselves, giving their address and the nature of their interest in the matter.
5. The order of speaking shall be as follows:
a) Proponents of the proposal – no more than 30 minutes.
b) Opponents of the proposal – no more than 30 minutes.
c) Those who are neutral to the proposal – no more than 15 minutes.
d) Reply by proponents to comments made in b) – no more than 15 minutes.
e) Reply by opponents to comments made in d) – no more than 15 minutes.
f) Additional comments from neutral parties – no more than 5 minutes.
g) Rebuttal by proponents to comments made in e) – no more than 5 minutes.
The City Council reserves the right to modify these time limits when numerous individuals express interest in speaking.
6. Each individual may speak for five minutes or less. In the event that no further speakers wish to speak in a given time period, individuals may be allowed to speak for a second time or for more than five minutes, but not to exceed the total time allotted per side per presentation.
7. Anyone at the public hearing who has physical evidence of any kind (letters, photos, maps, etc.) shall submit that evidence to the Staff Advisor or Secretary to be entered into the record at the time it is presented to the City Council. Written testimony, rebuttals, and findings of fact should be submitted in at least three copies suitable for copying and distribution. One copy will be for the staff, one copy given to the opposite side, and one copy for distribution to City Council members. Written testimony will be submitted during the order of speaking (a), (b), or (c) above. Written replies, rebuttals and proposed findings of fact shall be submitted during the order of speaking (d), (e), (f), or (g) above.
8. Speakers are discouraged from reading verbatim any letters that are already in the public hearing record, although it is acceptable for speakers to summarize such letters during their testimony.
9. The Chair, when appropriate, may take questions from City Council members or the audience regarding a speaker’s presentation. The individual with a question to ask shall wait until the speaker finishes, and then direct that question to the Chair.
10. Public hearings shall be continued to a later date at 11:00 p.m. unless a majority of the quorum present

accept an extension of a finite period of time.
11. All members of the public speaking at the hearing must be administered an oath or affirmation. I will administer that now. [The chair shall raise their right hand and say:]
"Will each of you in the audience who expects to testify today, please raise your right hand? Do each of you swear or affirm to tell the truth in the testimony that you give? If so, please answer 'I do.'"
12. Prior to hearing the staff report, the Chair must ask each City Council member the following questions which touch upon the qualifications of the City Council member's ability to fairly and impartially hear the matter before the City Council. The Chair shall also indicate their answers to these questions.
a. "Does any member of this City Council have knowledge of having conducted business with either the proponents or the opponents in this proceeding?"
b. "Has any member of this City Council communicated with any proponent or opponent regarding the proposal that is the subject of this proceeding?"
c. "Does any member of this City Council have either a financial or personal interest in the outcome of this proceeding?"
d. "Does any member of this City Council know whether or not their employer has a financial interest in this matter, or has an interest in the outcome of this proceeding?"
e. "Does any member of this City Council live or own property within 300 feet of the area which is the subject of this proceeding?"
f. "Does any member of this City Council have any special knowledge of the substance or merits of this proceeding which would or could cause the City Council member to prejudge the outcome of this proceeding?"
g. "Is there a member of this City Council who believes that they cannot sit and hear this matter fairly and impartially, both as to the respective positions of the proponents and the opponents in this proceeding?"
h. "Is there any member of this audience who, because of the 'Appearance of Fairness Doctrine,' wishes to disqualify any member of this City Council from hearing this matter? If so, please state the name of the City Council member and the reason or reasons you believe that member should be disqualified because of the 'Appearance of Fairness Doctrine.'"
13. Now that City Council members have been qualified, please note: The laws of the State of Washington provide that, "During the pendency of any quasi-judicial proceeding, no member of a decision-making body may engage in ex parte communications with opponents or proponents with respect to the proposal which is the subject of the proceeding. This prohibition does not preclude a member of a decision-making body from seeking in a public hearing specific information or data from such parties relative to the decision if both the request and the results are a part of the record."
14. The hearing will open with a staff report.

Motions

Voting. All decisions of the Council shall be by formal vote or consensus. All decisions requiring a formal vote shall be preceded by a seconded motion and discussion.

Lack of a Second. If a motion does not receive a second, it dies and there will be no discussion.

Motions that do not need a second include: withdrawal of motion, agenda order, request for a roll call vote and point of order.
Announcing Motion and Second. After a motion and second, the Presiding Officer will indicate the names of the Councilmembers making the motion and second. The Presiding Officer will then call for the disclosure of any conflict of interest or recusal pursuant to Ch. 42.23 RCW. Councilmembers who recuse themselves may not participate in the debate or voting.

Debate. After a motion has been made and seconded, the Council may ask questions of City Staff and/or discuss their opinions on the issue prior to the vote. The Councilmember who makes the motion has the first opportunity to speak. The rotation will continue clockwise to the next councilmember wishing to speak. Councilmembers should not speak a second time until everyone who wishes to has spoken for the first time.

Decorum and public comments should be observed as stated herein. ~~Addressed above.~~

Withdrawal. A motion may be withdrawn by the maker of the motion, at any time, without the consent of the Council.

Closing Debate. A motion to call for the question shall close debate on the main motion and is undebatable. This motion must receive a second and fails without a majority vote of the quorum; debate is reopened if the motion fails.

Amendments. A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting. A motion to amend an amendment is not in order.

Order Of Voting. Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).

Vote Result. At the conclusion of the vote of the whole council, the Presiding Officer will announce the results of the vote.

Tie Votes. A motion that receives a tie vote is deemed to have failed, except in those instances provided by state statute that allow the Mayor to vote to break a tie.

Tiebreaker not allowed. The Mayor may not vote to break a tie on ordinances, grants, revocation of franchises or licenses, or resolutions for the payment of money.

Roll Call Votes. Roll call votes will be taken if requested by a Councilmember, or as required by law.

Voting Required. Each Councilmember present must vote on all questions put to the Council., ~~except as to matters set out in Section 6.14.~~ Any abstention from required voting by a Councilmember shall be counted as a vote with the majority. A recusal based on a conflict of interest is not an abstention.

~~Voting Not Required. The requirement to vote and the impact of an abstention set out in Section 6.13 does not apply to:~~

~~Conflicts Of Interest. When the City is authorized to enter into a contract authorized under the Contractual Code of Ethics set out in RCW 42.23.030 and a Councilmember has a remote interest in the contract under RCW 42.23.040; and/or~~

~~Appearance Of Fairness. When, in quasi-judicial hearings, a Councilmember's participation in the hearing would violate the appearance of fairness doctrine. In these circumstances, the Councilmember shall advise the Council of the Councilmember's interest in the contract or subject matter prior to any discussion on the matter, shall not participate in any discussion on the matter, shall exit the Council Chambers for the duration of the Council's consideration of the matter, and shall not otherwise do or say anything that will influence any other Councilmember on the matter.~~

Interpretation. The City Attorney shall decide all questions of interpretation of these Rules and other questions of a parliamentary nature which may arise at a Council meeting. All cases not provided for in these Rules shall be governed by Robert's Rules of Order, Newly Revised. In the event of a conflict, these Rules shall prevail.

Ordinances a~~A~~nd Resolutions.

Development a~~A~~nd Revision to Legislative Acts. Requests by induvial councilmembers for development or

revision of ordinances or resolutions shall be presented at a Regular Meeting. Upon approval by a majority of the Council, the request shall be forwarded to City Staff, the City Attorney or a Council Committee for research and development, as appropriate.

Review bBy City Attorney. All ordinances and resolutions shall be prepared by City Staff or the City Attorney. All ordinances and resolutions shall be reviewed by the City Attorney.

Legislative Consideration. Upon presentation of an ordinance or resolution, the Council may approve the ordinance or resolution as presented, refer the ordinance or resolution to staff or the City Attorney for further development, or reject the ordinance or resolution.

Signatures. Upon enactment of an ordinance or resolution, the Office

of City Clerk shall obtain the signature of the City Attorney and Mayor. After obtaining signatures, the City Clerk shall sign the ordinance or resolution.

Publishing. An ordinance summary shall be published in the official newspaper, as a legal publication, immediately following enactment.

Effective Dates.
Ordinances shall become effective thirty (30) days after final passage except for those ordinances listed in RCW 35A.11.090 which shall go into effect as provided by general law.
Resolutions shall become effective immediately upon approval adoption by the Council.

Administrative Reports. Administrative reports may be heard from time to time to inform the Council about projects or issues that may be of interest to the legislative body. Typically, no action is anticipated following an administrative report. Reports should be no longer than 15 minutes.

Reports.

City Administrator Report. The City Administrator may report on issues or projects that may be of interest to the Council.

Department Reports. Staff members may update the Councilmembers on current issues or items of Council interest.

City Administrator Report. The City Administrator may report on issues or projects that may be of interest to the Council.

Councilmembers' Reports. Councilmembers may report on items that relate to their respective Council Liaison or other Councilmember assignments. Liaison Committee Reports are due Thursday by 12 p.m. for inclusion in the publication of the City Council agenda packet.

Mayor's Report. The Mayor may report on significant activities since the last meeting.

Department Reports. Staff members may update the Councilmembers on current issues or items of Council interest.

City Administrator Report. The City Administrator may report on issues or projects that may be of interest to the Council.

Recess For Airport Board. The Presiding Officer shall recess the City Council meeting and call to order regular meetings of the Airport Board. Claims and warrants, if any, shall be considered and the Airport Manager shall introduce agenda items for the Airport Board's consideration. The process and procedures

~~outlined herein shall be followed for Airport Board meetings. Following adjournment of the Airport Board meeting, the Presiding officer shall reopen the City Council meeting . The Airport Board meeting may be taken out of order.~~

Executive Session. As needed.

Adjournment. With no further business to come before the Council, the Presiding Officer may adjourn the meeting. ~~calls for a motion to adjourn the meeting which must be seconded.~~

~~Comments, Complaints and Recommendations to Council~~
~~Name And City of Residence Required. Members of the public requesting time to address the Council with complaints or recommendations under Public Comments or at other times during the Council meeting, shall give their name and city of residence for the record, and state the nature of their comments.~~

~~Slanderous Comments. If the subject matter of the comments to be made by the public member requesting time are thought to be slanderous in nature or disruptive to the Council proceedings, the Presiding Officer may ask the public member to submit their comments in writing to the City Administrator and be refused time to comment. As a rule, however, public comments should be given broad latitude.~~

~~Time Limit. Persons addressing the Council shall limit their remarks to three (3) minutes and no speaker may convey or donate his/her time for speaking to another speaker. All remarks will be addressed to the Council as a whole, and not to individual City Staff members. Citizen comments shall not be an opportunity for dialogue with councilmembers and councilmembers shall silently listen to the comments and observe decorum.~~

~~Repetitive Comments. The Presiding Officer may inform anyone wishing to speak that they may do so only if they have new or additional comments. No individual may be allowed to reiterate points that have been stated by a previous speaker.~~

Meeting Decorum and Order
Decorum Required. The Presiding Officer shall preserve decorum and order at all meetings of the Council.

Preserving Order. Councilmembers shall preserve order and decorum during Council meetings and shall not delay or interrupt the proceedings or refuse to obey the orders of the Presiding Officer or the rules of protocol.

Recognition To Speak. Individuals, other than Councilmembers and Department Heads, who desire to address the Council, shall be permitted to do so only upon the Presiding Officer's recognition and yielding of the floor. ~~Sign-up sheets are provided at the entrance of the Council Chambers for citizens wishing to comment on items which are either included or not included on the agenda.~~

Inappropriate Conduct. Any person making personal, impertinent, or slanderous remarks toward an individual or who becomes boisterous, threatening, or personally abusive while addressing the Council shall be out of order.

Order Of Resolving Questions. The Presiding Officer shall decide all questions in order raised, in accordance with these Rules, subject to appeal by any Councilmember.

Enforcement Of Rules. Any Councilmember may request the Presiding Officer to enforce the rules of protocol. Upon motion and majority vote, the Presiding Officer shall be required to do so.

Removal From Chambers. Any person whose comments have been ruled out of order by the Presiding Officer shall immediately cease and refrain from further improper comments. The refusal of an individual to desist from inappropriate, slanderous or otherwise disruptive remarks after being ruled out of order may subject the individual to removal from Council Chambers. The Presiding Officer may command assistance of any peace officer of the City to restore order at any meeting or may adjourn the meeting until order is restored.~~.~~

Restoring Order. The Presiding Officer or a Councilmember may request a recess to restore order prior to removing anyone from the Council chambers.

Points Of Order. A Point of Order may be made by any Councilmember, the City Attorney, or City Clerk if they believe the rules of the Council are being violated. A Point of Order stops business temporarily. In response, the Presiding Officer must rule/advise on the item. A ruling may be made in consultation with the parliamentarian or other staff and may also be submitted to the Council for a decision.

Council Relations with City Staff
Mutual Respect. There will be mutual respect from both City Staff and Councilmembers of their respective roles and responsibilities when, and if, expressing criticism in a public meeting.

Roles of Staff and Council. City Staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City Staff as administering the Council's policies.

Requests for Material. Requests ~~by~~from individual Councilmembers for any written informational material must be submitted to the City Administrator for approval. Upon approval by the City Administrator, the request shall be forwarded to the appropriate City Staff member, who shall forward the requested materials to all Councilmembers with a notation indicating which Councilmember requested the information.

Consent of Mayor or Council Required. No individual Councilmember shall direct City Staff to initiate any action or prepare any report that is significant in nature, or initiate any significant project or study without the approval of the City Administrator or consent of a majority of the Council.

Administrative Actions. Councilmembers shall not attempt to coerce or influence City Staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.

Interference in Daily Operations. The Council shall not attempt to change or interfere with the operating rules and practices of any City department except as part of discussions properly before the Council in a meeting.

Council Correspondence. Mail that is addressed to the Mayor and Councilmembers shall be scanned, filed and emailed to all Councilmembers by the Office of the City Clerk, as soon as practicable after it arrives.

Notice. To provide City Staff the necessary preparation time, Councilmembers will provide the City Administrator with advance notice of any questions, conflicts or concerns they may have regarding an agenda item prior to a public meeting, if possible.

Consultation with City Attorney
Guidelines. The Council recognizes the rights of the Mayor and Councilmembers to contact the City Attorney, but in the interest of controlling costs the following guidelines are established:

For Mayor. The Mayor shall limit ~~his/her~~their contact with the City Attorney to the following:

Questions regarding ~~his/her~~ their legal rights as Mayor;
Ongoing issues that have Council approval for research and/or development;
Personnel issues that require legal support;
Discussions concerning pending or potential litigation; or
Matters concerning day-to-day operations of the City that require legal support.

For Councilmembers. An individual Councilmember shall limit ~~his/her~~ their contact with the City Attorney to the following:

Questions regarding ~~his/her~~ their legal rights as a Councilmember;
(1) Those issues where the Councilmember has been designated by the Mayor, Council or Council Committee as the City's contact with the City Attorney.

For Staff. A member of the City Staff shall limit ~~his/her~~ their contact with the City Attorney to the following:

(1) Ongoing issues that have Council approval for research and/or development; In the absence of the City Administrator, matters concerning day-to-day operations of the City which require legal support.

Media Representation
Media Welcome. All public meetings of the Council shall be open to the media, freely subject to recording by radio, streaming and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting. Seating space shall be provided for the media at each regular public meeting.

Council Representation
Representations o~~O~~f Council Positions. If a Councilmember appears on behalf of the City before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Councilmember needs to state the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position.

Concurrence. Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's view or position with the media, another governmental agency or community organization.

Courtesy Notice. As a matter of courtesy, letters to the editor, or other communications of a controversial nature which do not express the majority opinion of the Council, should be presented to the Mayor and all Councilmembers prior to publication so they may be made aware of the impending publication.

Confidentiality

Executive Sessions and Confidentiality. Councilmembers should keep confidential all written materials and verbal information provided to them during Executive Sessions to ensure that the City's position is not compromised. All written material will be retained by the City Attorney or the City Clerk. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure under exemptions set forth in the Public Records Act, ~~RCW~~ Ch. 42.56~~.~~ RCW

Confidentiality Required. To the extent that communications regarding topics discussed in an Executive Session are necessary outside an Executive Session, all communications should be done by the designated City Staff representative handling the issue. Councilmembers should obtain the permission of the City ~~Administrator~~ Attorney prior to discussing the information with anyone other than other Councilmembers, the City ~~Attorney~~ Administrator or City Staff designated by the Mayor. Any Councilmember having any contact or discussion needs to make full disclosure to the Mayor and/or the Council in a timely manner.

~~Approval of Expenditures~~
~~Authorization Procedures. The following procedures shall be used for granting authorization for the purchase of materials, supplies or equipment or awarding of small public works.~~

~~Budgeted Purchases. Budgeted purchases are those expenditures which have been approved through the adoption of the City's Budget and that can be charged to a specific budget item without exceeding the allocated amount. Budgeted purchases shall have the following levels of authorization: to be brought forward at a future City Council meeting~~

~~Non-Budgeted Purchases. Non-budgeted purchases are those expenditures which have not been approved through the adoption of the City's Budget, or expenditures which will exceed the budget line item allocated amount. Non-budgeted purchases shall have the following levels of authorization: to be brought forward at a future City Council meeting~~

~~Emergency Purchases. Emergency purchases are those expenditures, budgeted or non-budgeted, that are of a time sensitive nature and cannot wait for the required approval process. In such cases, the Mayor or City Administrator may authorize the expenditure. If the Mayor and City Administrator are unavailable, the Department Head may approve the expenditure. The individual approving the expenditure shall submit documentation for Council concurrence as soon as possible.~~

~~Travel Policy~~
~~Reimbursement. Elected officials shall be paid by the City in accordance with the City of Chelan Travel Policy for travel expenses, lodging, meals, and any reasonable expenses for attending City related functions. The City Travel Policy is attached.~~

Suspension and Amendment of Rules
Suspension. Any provision of these rules not governed by state law or ordinance, may be temporarily suspended by a majority vote of the entire Council.

Amendments. These rules may be amended or new rules adopted by a majority vote of the entire Council.

Introduction

Purpose. The Chelan City Council adopts these Rules of Procedure to specify how meetings of the Council will be conducted; and how Councilmembers may participate in meetings, and rules of conduct for the efficient and effective conduct of the Council's duty to serve as the legislative body of the City government Council meetings shall be conducted in accordance with these Rules of Procedure.

Authority. The roles of the elected and appointed officials are set forth in the Chelan Municipal Code and RCW 35A. The Chelan City Council ("Council") hereby establishes the following Rules of Procedure ("Rules") for the conduct of Council meetings, proceedings, and business. These Rules shall be in effect upon adoption by the Council and until such time as they are amended, or new Rules adopted in the manner provided by these Rules.

Conduct of Council Meetings

Presiding Officer. The Mayor at all meetings of the Council shall be the Presiding Officer, and in the absence of the Mayor, the Mayor Pro Tern will act in that capacity. If both the Mayor and Mayor Pro Tern are absent, the Councilmembers present shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Mayor Pro Tern.

Emergency meetings shall be conducted in accordance with RCW 42.30.

Public Notices.
Enter process. Send it to official newspaper, post it on the City Website and at City Hall.

Executive Session. An Executive Session is a Council meeting or portion thereof that is closed except to the Council, Mayor, City Attorney, authorized City Staff, and/or authorized consultants for those reasons set out in RCW 42.30.110. The public is restricted from attendance. Executive Sessions may be held during Regular or Special Meetings.

Before convening an Executive Session, the Presiding Officer or City Clerk shall announce the purpose of the Executive Session, including a citation of the RCW, and the anticipated time when the Executive Session will be concluded. Should the Executive Session require more time, the Mayor shall publicly announce that the meeting is being extended to a stated later time.
In the event one Councilmember is participating virtually, the City Clerk will call the Councilmember via telephone. If two Councilmembers are participating virtually, an additional virtual link will be provided for the Executive Session.

No minutes of the discussion in an Executive Session shall be recorded.
No business other than what is specifically authorized by RCW 42.30.110 shall be taken in an Executive Session.
All business transacted in the Executive Session shall be confidential.

Closed Session. A Closed Session is a Council meeting or portion thereof, that is closed except to the Council, Mayor, City Attorney, authorized City Staff, and/or consultants for deliberation of matters under RCW 42.30.140, such as licensing, quasi-judicial matters, matters under Administrative Protection Act, and collective bargaining matters.

No minutes of discussion in a Closed Session shall be recorded.
No action other than what is specifically authorized by RCW
42.30.140 shall be taken in a Closed Session.

Meeting Minutes. The City Clerk, or their designee, will keep an account of all proceedings of the Council in accordance with the statutory requirements, and proceedings will be maintained as the official record of the

Council. Council meeting minutes will not be revised without a majority affirmative vote of the Council at a Regular Meeting.

Council Discussion. All Council discussions shall be governed by ROBERTS RULES OF ORDER, NEWLY REVISED, 12th edition.

Attendance

Elected Officials, Department Heads, the City Administrator, City Attorney and City Clerk, or their designee, shall be required to attend all regularly scheduled Council meetings, Workshop meetings Committee meetings, and assigned outside agency meetings unless excused.

Unexcused Absences

A Councilmember's responsibility to attend Council meetings should not be taken lightly, nor should a decision to remove a Councilmember for missing meetings.

Pursuant to RCW 35A.12.060 "a Council position shall become vacant if the Councilmember fails to attend three consecutive regular/workshop meetings of the Council without being excused by Council."

Motions.

If a motion to excuse a Councilmember fails, or a motion to excuse is not brought before the Council, the absence shall be unexcused.

Failure to Comply.

Councilmembers who fail to comply with the provisions of this section shall be considered unexcused.

Minutes. The City Clerk shall make the appropriate notation in the minutes to reflect if a Councilmember's absence is excused or unexcused.

Excused Absences

Members of the Council may be excused from meetings with prior notifications to the Mayor and City Administrator prior to the meeting, and by stating the reason for the inability to attend.

Following roll call, the City Clerk shall inform the presiding officer of the member's absence. The presiding officer shall inquire if there is a motion to excuse the member. The motion shall be non-debatable.

Upon passage of such motion by a majority of members present, the absent members shall be considered excused, and the City Clerk shall make an appropriate notation in the minutes.

The Mayor is authorized to excuse the City Administrator and City Attorney. The City Administrator is authorized to excuse the City Clerk and Department Heads.

Example of excused absences are:

Personal illness or medical emergency

Family emergency or urgent family matters

Pre-approved personal or professional commitments

Conflicts related to city-related business such as travel, testimony hearings, regional/state committee assignments, and the like.

Other exceptional circumstances as agreed upon on a case-by-case basis by a majority of those members present.

Requesting an Excused Absence

Councilmembers are required to provide one business day's advance notice if they need to be absent from a scheduled City Council meeting or workshop.

Notice must be given to both the City Administrator and the Mayor. The City Administrator (or designee) will notify the full Council and City Clerk of the absence prior to the meeting.

In cases of emergency or sudden illness, Councilmembers may provide less notice. Councilmembers shall notify both the City Administrator and the Mayor as soon as reasonably possible, explaining the general nature of the emergency or illness.

A request for an excused absence will not be accepted beyond the subsequent regular meeting following the absence.
Petitions to reconsider an unexcused absence are subject to Roberts Rules of Order.

Leave of Absence
A Councilmember whose serious health or physical condition would prevent them from performing the duties of a Councilmember may request a leave of absence under the following conditions:

Such serious health or physical condition must be certified in writing by a medical physician. Medical records from a medical provider are confidential from disclosure under the Washington State Health Care Information Act, RCW 70.02.
The request for a leave of absence shall be in writing and hand-delivered or mailed to the Mayor and City Administrator at least one week prior to the date when such leave would commence.
The request for a leave of absence must state the anticipated date the Councilmember will resume their duties.

By a majority vote of the whole Council, a leave of absence shall be granted with the following conditions:
The absence shall not exceed 90 days from the date the motion is passed by Council;
The absent Councilmember shall retain pay during the leave of absence;
At the end of the leave of absence, the absent Councilmember shall either:
Return to normal Council duties commencing with the first Tuesday following the end of the leave; or
Resume status as an active-duty Councilmember, subject to the attendance requirement of RCW 35A.12.060.
A leave of absence of any duration may only be granted twice during a Councilmember's four-year term, with a minimum of six months between the end date of the prior request and the beginning date of the subsequent request.
Councilmembers on a leave of absence shall not be replaced with a pro-tern Councilmember. The long-term absence of a Councilmember will require diligence by the remaining members to ensure a quorum and that majority votes are not negatively impacted by absences from other Councilmembers.

Remote Attendance. Remote attendance should be the exception, not the rule, and should only be used as a last resort. A Councilmember who anticipates a lack of physical attendance shall contact the office of the City Clerk as soon as possible but no later than 48 hours in advance prior to the meeting to coordinate remote attendance. It is the responsibility of the Councilmember to be prepared with their tablet prior to the meeting. A Councilmember attending remotely is required to participate in the meeting and is required to have their camera enabled during the meeting unless predetermined prior to the meeting. Councilmembers may attend a Council meeting remotely for a maximum of eight times per year and no more than three consecutive occurrences unless due to illness.
Minutes. The City Clerk shall make the appropriate notation in the minutes to document remote attendance of any Councilmember.

A maximum of two Councilmembers may remotely attend a Council meeting at the same meeting. If more than two Councilmembers request to remotely attend the same meeting, the Mayor shall determine which two Councilmembers may remotely attend the meeting. Remote attendance at a Council meeting shall be counted towards determination of a quorum. If an interruption of the remote connection occurs, then:
If the Councilmember attending remotely is required to maintain a quorum, the meeting will be recessed until the connection can be restored; or
If the Councilmember attending remotely is not required to maintain a quorum, the meeting will proceed.

Late Arrival. Councilmembers who anticipate late arrival shall contact the Mayor or City Administrator as soon as possible but no later than 48 hours prior to the meeting and state the reason for the expected late arrival. If the Councilmember is unable to contact Mayor or City Administrator, the Councilmember shall contact the Office of the City Clerk.
Minutes. The City Clerk shall make the appropriate notation in the minutes to reflect the arrival time of Councilmembers not present for roll call.

Agenda Preparation
Role of City Clerk. The City Clerk or their designee will prepare an agenda for each Council meeting specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor.

Methods. An item may be placed on a Council meeting agenda by any of the following methods:

A majority vote of the Council;
Council consensus;
By City Administrator and Department Heads;
By a Council Committee;
By a Councilmember; or
By the Mayor.

Scheduling Priority. The City Clerk or their designee will endeavor to schedule sufficient time between public hearings and other scheduled items, so the public is not kept unduly waiting, and so the Council will have sufficient time to hear testimony and to deliberate matters among themselves.

Noticed Hearings. Legally required and advertised public hearings will have a higher priority over other time-scheduled agenda items which have been scheduled for convenience rather than for statutory or other legal reasons.

Agenda Deadlines. Agenda items for regular meetings or workshops will be submitted by noon on the Thursday prior to the next regular meeting.

Agenda Documentation. Agenda item packets shall include the agenda bill and supporting documentation.

Agenda Published. Agenda materials will be published and made available in accordance with Ch. 42.30 RCW.
Regular Meeting Agenda

Call Meeting to Order/Pledge of Allegiance. The Presiding Officer calls the meeting to order and leads the Pledge of Allegiance. The Presiding Officer may, with the concurrence of the Council, take agenda items out of order.

Roll Call. The City Clerk calls roll of the Mayor and Council

Citizen Comments. Public comment will be allowed at the beginning of each regular meeting in accordance with RCW 42.30.240 and speaker shall clearly state their name for the record. Public comment is limited to items on the agenda for final action. Public comment may be taken orally or written testimony may be submitted to the City Clerk by 3 p.m. on the date of the meeting for distribution to the elected officials. An individual who is unable to attend a meeting may provide public comment remotely if advanced notice is provided to the City Clerk. Public comment shall be limited to 3 minutes per speaker and no speaker may convey or donate his/her their time for speaking to another speaker.

Public comment may be allowed on items not on the meeting agenda at the Mayor’s discretion.

All remarks will be addressed to the Council as a whole, and not to individual City Staff members. Citizen comments shall not be an opportunity for dialogue with councilmembers and councilmembers shall silently listen to the comments and observe decorum.

Minutes. A Councilmember's absence from a meeting for which minutes are being approved does not prevent

the member from participating in their correction or approval.

Consent Agenda. Consent Agenda items have either been fully considered by Council or are routine and non-controversial and may be approved by one motion. Items on the Consent Agenda include but are not limited to vouchers, claims and payroll warrants, minutes, and committee appointments. Any Councilmember may remove any item from the Consent Agenda for separate discussion and action.

Proclamations, Presentations & Awards.

Proclamations. A Proclamation is defined as an official announcement made by either the Council or the Mayor.
Presentations. Reports from paid consultants, Advisory Boards, Committees, Commissions, or community organizations, or other reports of interest to the Council..
Awards. Awards or recognition presented by the Mayor or Council.

Public Hearings.

Types. There are two types of public hearings: legislative and quasi-judicial. The Presiding Officer will state the public hearing procedures before each public hearing. Citizens may comment on public hearing items.

Legislative Public Hearings. The purpose of a legislative public hearing is to obtain public input on legislative decisions on matters of policy, including, but not limited to, review by the Council of its comprehensive land use plan or the annual budget.

Quasi-Judicial Public Hearings.
Quasi-Judicial Public Hearing are conducted in accordance with Ch. 42.36 RCW.

The following special rules of procedure apply:

This public hearing is a “quasi-judicial” hearing because it involves the legal rights of specific parties and pertains to a particular geographical area. In these cases, the City Council acts like a judge by determining the legal rights, duties, and privileges of specific parties in the hearing (hence the term “quasi-judicial”). The fundamental purpose of a quasi-judicial hearing is to provide the affected parties due process, which requires notice of the proceedings and an opportunity to be heard.
1. Each person who speaks at this hearing shall register their name, address, and position (e.g., proponent or opponent) on the roster that is located at the speaker’s table.
2. No person, including any City Council member, shall speak until they have been recognized by the chair and has identified him/herself.
3. No person shall address the City Council except at the speaker’s table and using the microphone.
4. The first time an individual speaks, they shall identify themselves, giving their address and the nature of their interest in the matter.
5. The order of speaking shall be as follows:
a) Proponents of the proposal – no more than 30 minutes.
b) Opponents of the proposal – no more than 30 minutes.
c) Those who are neutral to the proposal – no more than 15 minutes.
d) Reply by proponents to comments made in b) – no more than 15 minutes.
e) Reply by opponents to comments made in d) – no more than 15 minutes.
f) Additional comments from neutral parties – no more than 5 minutes.
g) Rebuttal by proponents to comments made in e) – no more than 5 minutes.
The City Council reserves the right to modify these time limits when numerous individuals express interest in speaking.
6. Each individual may speak for five minutes or less. In the event that no further speakers wish to speak in a given time period, individuals may be allowed to speak for a second time or for more than five minutes, but not to exceed the total time allotted per side per presentation.

7. Anyone at the public hearing who has physical evidence of any kind (letters, photos, maps, etc.) shall submit that evidence to the Staff Advisor or Secretary to be entered into the record at the time it is presented to the City Council. Written testimony, rebuttals, and findings of fact should be submitted in at least three copies suitable for copying and distribution. One copy will be for the staff, one copy given to the opposite side, and one copy for distribution to City Council members. Written testimony will be submitted during the order of speaking (a), (b), or (c) above. Written replies, rebuttals and proposed findings of fact shall be submitted during the order of speaking (d), (e), (f), or (g) above.
8. Speakers are discouraged from reading verbatim any letters that are already in the public hearing record, although it is acceptable for speakers to summarize such letters during their testimony.
9. The Chair, when appropriate, may take questions from City Council members or the audience regarding a speaker's presentation. The individual with a question to ask shall wait until the speaker finishes, and then direct that question to the Chair.
10. Public hearings shall be continued to a later date at 11:00 p.m. unless a majority of the quorum present accept an extension of a finite period of time.
11. All members of the public speaking at the hearing must be administered an oath or affirmation. I will administer that now. [The chair shall raise their right hand and say:]
"Will each of you in the audience who expects to testify today, please raise your right hand? Do each of you swear or affirm to tell the truth in the testimony that you give? If so, please answer 'I do.'"
12. Prior to hearing the staff report, the Chair must ask each City Council member the following questions which touch upon the qualifications of the City Council member's ability to fairly and impartially hear the matter before the City Council. The Chair shall also indicate their answers to these questions.
a. "Does any member of this City Council have knowledge of having conducted business with either the proponents or the opponents in this proceeding?"
b. "Has any member of this City Council communicated with any proponent or opponent regarding the proposal that is the subject of this proceeding?"
c. "Does any member of this City Council have either a financial or personal interest in the outcome of this proceeding?"
d. "Does any member of this City Council know whether or not their employer has a financial interest in this matter, or has an interest in the outcome of this proceeding?"
e. "Does any member of this City Council live or own property within 300 feet of the area which is the subject of this proceeding?"
f. "Does any member of this City Council have any special knowledge of the substance or merits of this proceeding which would or could cause the City Council member to prejudge the outcome of this proceeding?"
g. "Is there a member of this City Council who believes that they cannot sit and hear this matter fairly and impartially, both as to the respective positions of the proponents and the opponents in this proceeding?"
h. "Is there any member of this audience who, because of the 'Appearance of Fairness Doctrine,' wishes to disqualify any member of this City Council from hearing this matter? If so, please state the name of the City Council member and the reason or reasons you believe that member should be disqualified because of the 'Appearance of Fairness Doctrine.'"
13. Now that City Council members have been qualified, please note: The laws of the State of Washington provide that, "During the pendency of any quasi-judicial proceeding, no member of a decision-making body may engage in ex parte communications with opponents or proponents with respect to the proposal which is the subject of the proceeding. This prohibition does not preclude a member of a decision-making body from seeking in a public hearing specific information or data from such parties relative to the decision if both the request and the results are a part of the record."
14. The hearing will open with a staff report.

Motions

Voting. All decisions of the Council shall be by formal vote or consensus. All decisions requiring a formal vote shall be preceded by a seconded motion and discussion.

Lack of a Second. If a motion does not receive a second, it dies and there will be no discussion.

Motions that do not need a second include: withdrawal of motion, agenda order, request for a roll call vote and point of order.
Announcing Motion and Second. After a motion and second, the Presiding Officer will indicate the names of the Councilmembers making the motion and second. The Presiding Officer will then call for the disclosure of any conflict of interest or recusal pursuant to Ch. 42.23 RCW. Councilmembers who recuse themselves may not participate in the debate or voting.

Debate. After a motion has been made and seconded, the Council may ask questions of City Staff and/or discuss their opinions on the issue prior to the vote. The Councilmember who makes the motion has the first opportunity to speak. The rotation will continue clockwise to the next councilmember wishing to speak. Councilmembers should not speak a second time until everyone who wishes to has spoken for the first time. Decorum and public comments should be observed as stated herein.

Withdrawal. A motion may be withdrawn by the maker of the motion, at any time, without the consent of the Council.

Closing Debate. A motion to call for the question shall close debate on the main motion and is undebatable. This motion must receive a second and fails without a majority vote of the quorum; debate is reopened if the motion fails.

Amendments. A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting. A motion to amend an amendment is not in order.

Order Of Voting. Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).

Vote Result. At the conclusion of the vote of the whole council, the Presiding Officer will announce the results of the vote.

Tie Votes. A motion that receives a tie vote is deemed to have failed, except in those instances provided by state statute that allow the Mayor to vote to break a tie.

Tiebreaker not allowed. The Mayor may not vote to break a tie on ordinances, grants, revocation of franchises or licenses, or resolutions for the payment of money.

Roll Call Votes. Roll call votes will be taken if requested by a Councilmember, or as required by law.

Voting Required. Each Councilmember present must vote on all questions put to the Council. Any abstention from required voting by a Councilmember shall be counted as a vote with the majority. A recusal based on a conflict of interest is not an abstention.

Interpretation. The City Attorney shall decide all questions of interpretation of these Rules and other questions of a parliamentary nature which may arise at a Council meeting. All cases not provided for in these Rules shall be governed by Robert's Rules of Order, Newly Revised. In the event of a conflict, these Rules shall prevail.

Ordinances and Resolutions.

Development and Revision to Legislative Acts. Requests by induvial councilmembers for development or revision of ordinances or resolutions shall be presented at a Regular Meeting. Upon approval by a majority of the Council, the request shall be forwarded to City Staff, the City Attorney or a Council Committee for research and development, as appropriate.

Review by City Attorney. All ordinances and resolutions shall be prepared by City Staff or the City Attorney. All ordinances and resolutions shall be reviewed by the City Attorney.

Legislative Consideration. Upon presentation of an ordinance or resolution, the Council may approve the ordinance or resolution as presented, refer the ordinance or resolution to staff or the City Attorney for further development, or reject the ordinance or resolution.

Signatures. Upon enactment of an ordinance or resolution, the Officof City Clerk shall obtain the signature of the City Attorney and Mayor. After obtaining signatures, the City Clerk shall sign the ordinance or resolution.

Publishing. An ordinance summary shall be published in the official newspaper, as a legal publication, immediately following enactment.

Effective Dates.Ordinances shall become effective thirty (30) days after final passage except for those ordinances listed in RCW 35A.11.090 which shall go into effect as provided by general law.
Resolutions shall become effective immediately upon adoption by the Council.

Administrative Reports. Administrative reports may be heard to inform the Council about projects or issues that may be of interest to the legislative body. Typically, no action is anticipated following an administrative report. Reports should be no longer than 15 minutes.

Reports.

City Administrator Report. The City Administrator may report on issues or projects that may be of interest to the Council.

Department Reports. Staff members may update the Councilmembers on current issues or items of Council interest.

Councilmembers' Reports. Councilmembers may report on items that relate to their respective Council Liaison or other Councilmember assignments. Liaison Committee Reports are due Thursday by 12 p.m. for inclusion in the publication of the City Council agenda packet.

Mayor's Report. The Mayor may report on significant activities since the last meeting.

Executive Session. As needed.

Adjournment. With no further business to come before the Council, the Presiding Officer may adjourn the meeting.

Meeting Decorum and Order
Decorum Required. The Presiding Officer shall preserve decorum and order at all meetings of the Council.

Preserving Order. Councilmembers shall preserve order and decorum during Council meetings and shall not delay or interrupt the proceedings or refuse to obey the orders of the Presiding Officer or the rules of protocol.

Recognition To Speak. Individuals, other than Councilmembers and Department Heads, who desire to address the Council, shall be permitted to do so only upon the Presiding Officer's recognition and yielding of the floor.

Inappropriate Conduct. Any person making personal, impertinent, or slanderous remarks toward an individual or who becomes boisterous, threatening, or personally abusive while addressing the Council shall be out of order.

Order Of Resolving Questions. The Presiding Officer shall decide all questions in order raised, in accordance with these Rules, subject to appeal by any Councilmember.

Enforcement Of Rules. Any Councilmember may request the Presiding Officer to enforce the rules of protocol. Upon motion and majority vote, the Presiding Officer shall be required to do so.

Removal From Chambers. Any person whose comments have been ruled out of order by the Presiding Officer shall immediately cease and refrain from further improper comments. The refusal of an individual to desist from inappropriate, slanderous or otherwise disruptive remarks after being ruled out of order may subject the individual to removal from Council Chambers. The Presiding Officer may command assistance of any peace officer of the City to restore order at any meeting or may adjourn the meeting until order is restored.
Restoring Order. The Presiding Officer or a Councilmember may request a recess to restore order prior to removing anyone from the Council chambers.

Points Of Order. A Point of Order may be made by any Councilmember, the City Attorney, or City Clerk if they believe the rules of the Council are being violated. A Point of Order stops business temporarily. In response, the Presiding Officer must rule/advise on the item. A ruling may be made in consultation with the parliamentarian or other staff and may also be submitted to the Council for a decision.

Council Relations with City Staff
Mutual Respect. There will be mutual respect from both City Staff and Councilmembers of their respective roles and responsibilities when, and if, expressing criticism in a public meeting.

Roles of Staff and Council. City Staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City Staff as administering the Council's policies.

Requests for Material. Requests from individual Councilmembers for any written informational material must be submitted to the City Administrator for approval. Upon approval by the City Administrator, the request shall be forwarded to the appropriate City Staff member, who shall forward the requested materials to all Councilmembers with a notation indicating which Councilmember requested the information.

Consent of Mayor or Council Required. No individual Councilmember shall direct City Staff to initiate any action or prepare any report that is significant in nature, or initiate any significant project or study without the approval of the City Administrator or consent of a majority of the Council.

Administrative Actions. Councilmembers shall not attempt to coerce or influence City Staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.

Interference in Daily Operations. The Council shall not attempt to change or interfere with the operating rules and practices of any City department except as part of discussions properly before the Council in a meeting.

Council Correspondence. Mail that is addressed to the Mayor and Councilmembers shall be scanned, filed and emailed to all Councilmembers by the Office of the City Clerk, as soon as practicable after it arrives.

Notice. To provide City Staff the necessary preparation time, Councilmembers will provide the City Administrator with advance notice of any questions, conflicts or concerns they may have regarding an agenda item prior to a public meeting, if possible.

Consultation with City Attorney
Guidelines. The Council recognizes the rights of the Mayor and Councilmembers to contact the City Attorney, but in the interest of controlling costs the following guidelines are established:

For Mayor. The Mayor shall limit their contact with the City Attorney to the following:

Questions regarding their legal rights as Mayor;
Ongoing issues that have Council approval for research and/or development;
Personnel issues that require legal support;
Discussions concerning pending or potential litigation; or
Matters concerning day-to-day operations of the City that require legal support.

For Councilmembers. An individual Councilmember shall limit their contact with the City Attorney to the following:

Questions regarding their legal rights as a Councilmember;
(1) Those issues where the Councilmember has been designated by the Mayor, Council or Council Committee as the City's contact with the City Attorney.

For Staff. A member of the City Staff shall limit their contact with the City Attorney to the following:

(1) Ongoing issues that have Council approval for research and/or development; In the absence of the City Administrator, matters concerning day-to-day operations of the City which require legal support.

Media Representation
Media Welcome. All public meetings of the Council shall be open to the media, freely subject to recording by radio, streaming and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting. Seating space shall be provided for the media at each regular public meeting.

Council Representation
Representations of Council Positions. If a Councilmember appears on behalf of the City before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Councilmember needs to state the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position.

Concurrence. Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's view or position with the media, another governmental agency or community organization.

Courtesy Notice. As a matter of courtesy, letters to the editor, or other communications of a controversial nature which do not express the majority opinion of the Council, should be presented to the Mayor and all Councilmembers prior to publication so they may be made aware of the impending publication.

Confidentiality

Executive Sessions and Confidentiality. Councilmembers should keep confidential all written materials and verbal information provided to them during Executive Sessions to ensure that the City's position is not compromised. All written material will be retained by the City Attorney or the City Clerk. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure under exemptions set forth in the Public Records Act, Ch. 42.56 RCW

Confidentiality Required. To the extent that communications regarding topics discussed in an Executive Session are necessary outside an Executive Session, all communications should be done by the designated City Staff representative handling the issue. Councilmembers should obtain the permission of the City Attorney prior to discussing the information with anyone other than other Councilmembers, the City Administrator or City Staff designated by the Mayor. Any Councilmember having any contact or discussion

needs to make full disclosure to the Mayor and/or the Council in a timely manner.

Suspension and Amendment of Rules
Suspension. Any provision of these rules not governed by state law or ordinance, may be temporarily suspended by a majority vote of the entire Council.

Amendments. These rules may be amended or new rules adopted by a majority vote of the entire Council.

City of Chelan

2026-055

CITY COUNCIL July 14, 2026

Subject/Title:	Resolution No. 2026-14XX Pilot Program for Outdoor Seating (Community Development Director Ajax)
Department:	Community Development
Staff Contact:	John Ajax
Guiding Principles:	Accessible & Welcoming
Initiatives:	Increase Community Engagement
Reviewed By:	City Administrator, Finance Director, and City Attorney
Number of Looks:	Look No. 1 of 2

PREVIOUS ACTION TAKEN

None.

OVERVIEW

Currently, when a downtown restaurant or tavern wants to serve alcohol at its sidewalk seating, the City's code (Chapter 5.60 CMC) and the Washington State Liquor and Cannabis Board require the area to be fenced off with a permanently affixed railing at least 42 inches tall. Those railings work, but they also take up sidewalk space, add visual clutter, and create pinch points that push pedestrians closer to the curb.

This pilot program would let businesses mark that same alcohol-service boundary with small, low-profile markers set into the sidewalk, often called demarcation "buttons," instead of a physical railing. The State already recognizes these markers as an acceptable way to define the service area, so the alcohol stays properly contained; the City is simply trading a bulky fence for a flush marker.

The benefit is flexibility and better pedestrian flow. Removing railings opens up the walkway, keeps downtown sidewalks feeling open and accessible, and still gives businesses a clear, approved way to offer outdoor service. Because this is new, staff propose a six-month pilot rather than a permanent code change, so the City can see how it works in practice and bring a recommendation back to Council before committing long-term. Each participating business would continue to operate under its existing sidewalk permit and the required State approval, so the safeguards Council already relies on remain in place.

If Council is comfortable with the concept, staff will bring the proposed resolution back for

formal approval at the next regular meeting in two weeks. In the meantime, staff will begin sourcing and installing a set of demarcation buttons, coordinating with the City of Wenatchee to identify the marker product already approved and in use under its established program, and will identify the eligible downtown businesses that could participate in the pilot program.

FINANCIAL IMPLICATIONS

None.

ATTACHMENTS

1. Resolution No. 2026-14XX

SUGGESTED MOTION

None.

RESOLUTION NO. 2026-14XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHELAN ESTABLISHING A SIX-MONTH SIDEWALK CAFÉ DEMARCATION PILOT PROGRAM AUTHORIZING THE USE OF FENCE-FREE DEMARCATION MARKERS IN LIEU OF A 42-INCH BARRIER FOR OUTDOOR ALCOHOL SERVICE ON PUBLIC SIDEWALKS, AND DIRECTING STAFF TO ADMINISTER THE PROGRAM IN COORDINATION WITH THE WASHINGTON STATE LIQUOR AND CANNABIS BOARD.

WHEREAS, the City of Chelan has a distinctive and historic downtown core, and outdoor dining along its sidewalks contributes to a vibrant, walkable, and economically active downtown that supports local restaurants and small businesses; and

WHEREAS, outdoor alcohol service associated with a sidewalk café is regulated by the Washington State Liquor and Cannabis Board (the "LCB"), and the LCB generally requires an outdoor alcohol service area to be enclosed by a permanent or movable barrier at least 42 inches in height; and

WHEREAS, Chapter 5.60 of the Chelan Municipal Code ("CMC") establishes a sidewalk business license authorizing sidewalk cafés and the service of alcohol on commercial sidewalks within the City's downtown, and CMC 5.60.040(E) currently requires the alcohol service area to be enclosed by a permanently affixed barrier at least 42 inches in height, while also providing that those barrier standards are minimum requirements subject to modification by LCB and health district approvals; and

WHEREAS, WAC 314-03-200 allows a local jurisdiction, in conjunction with a local sidewalk café permit, to authorize a permanent fence-free demarcation of the designated alcohol service area in place of a 42-inch barrier, subject to LCB approval; and

WHEREAS, the City wishes to evaluate the use of sidewalk demarcation markers in lieu of physical railings as a means of preserving pedestrian flow, accessibility, and downtown character while maintaining public safety and clear delineation of the alcohol service area; and

WHEREAS, the City Council finds that a time-limited pilot program is an appropriate and low-risk means to evaluate demand, operational requirements, and public safety outcomes before considering permanent amendments to the Chelan Municipal Code; and

WHEREAS, the private use of the public right-of-way authorized under this pilot constitutes a revocable license and not a vested or property right, and the City retains full authority to condition, suspend, or terminate any permit issued hereunder;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

Section 1. Pilot Program Established.

A six-month Sidewalk Café Demarcation Pilot Program (the "Pilot") is hereby established, commencing on [START DATE] and expiring on [END DATE], unless extended, modified, or made permanent by subsequent action of the Council.

Section 2. Scope and Eligibility.

The Pilot applies within the area where sidewalk business activities are permitted under Chapter 5.60 CMC. An establishment that holds a valid sidewalk business license under Chapter 5.60 CMC and the requisite LCB authorization may define the boundaries of its outdoor alcohol service area using permanent fence-free demarcation markers approved by the LCB, in lieu of the permanently affixed 42-inch barrier otherwise required by CMC 5.60.040(E). All other requirements of Chapter 5.60 CMC continue to apply.

Section 3. Administration and State Coordination.

The Community Development Director (the "Director" as defined in Chapter 5.60 CMC), in coordination with the Public Works Director and the City Attorney, is authorized to administer the Pilot under Chapter 5.60 CMC; to establish written operating standards and conditions consistent with this Resolution and that chapter; and to coordinate with the LCB regarding barrier-exception approvals under WAC 314-03-200.

Section 4. Conditions of Participation.

Participation in the Pilot is subject to all requirements of Chapter 5.60 CMC, including the insurance, indemnification, pedestrian clearance, and maintenance requirements of that chapter, except that the permanently affixed 42-inch barrier required by CMC 5.60.040(E) may be replaced with permanent fence-free demarcation markers approved by the LCB. In addition: (a) the establishment shall obtain LCB authorization for the demarcated alcohol service area; (b) the Director may authorize the affixing of approved demarcation markers to the sidewalk surface notwithstanding CMC 5.60.040(D); and (c) the demarcation markers shall satisfy any specifications required by the LCB, including placement at all boundaries of the service area and visibility at night.

Section 5. No Vested Right; Revocation.

A permit issued under the Pilot is a temporary, revocable license and does not constitute a property or vested right in the public right-of-way. The City may terminate any permit upon thirty (30) days written notice, or immediately upon a finding that continued operation poses a risk to public health, safety, or welfare, or upon breach of any condition of the permit or LCB authorization.

Section 6. Reporting and Recommendation.

Prior to expiration of the Pilot, City staff shall report to the Council on program participation, operational experience, public safety outcomes, and a recommendation as to whether the City should adopt a permanent sidewalk café program by ordinance.

Section 7. Effective Date and Sunset.

This Resolution takes effect immediately upon passage. The authority granted under the Pilot expires automatically on [END DATE] unless extended by resolution or superseded by ordinance, after which no new permits shall be issued and existing permits shall terminate.

ADOPTED by the City Council of the City of Chelan and approved by its Mayor this XX day of XX, 2026

APPROVED:

_____
Erin McCardle, Mayor

ATTEST/AUTHENTICATED:

_____
Peri Gallucci, City Clerk

APPROVED:

_____
Quentin D. Batjer, City Attorney

City of Chelan

2026-003B

CITY COUNCIL July 14, 2026

Subject/Title:	2026 Comprehensive Plan Update: Chapter 1 Overview & Vision and Chapter 2 Land Use (Community Development Director Ajax)
Department:	Community Development
Staff Contact:	John Ajax
Guiding Principles:	Visionary & Strategic
Initiatives:	Manage Growth
Reviewed By:	City Administrator
Number of Looks:	Look No. 1 of X

PREVIOUS ACTION TAKEN

Chapter One and Two were discussed during the June 17, 2026 Planning Commission meeting.

OVERVIEW

The Planning Commission held the first of five (5) public hearings on the 2026–2046 Comprehensive Plan update on June 17, 2026. The hearing established the foundation for the review series, opening with a plain-language overview of the Growth Management Act, the role of the Comprehensive Plan as the City's 20-year blueprint, and the state housing laws adopted since the 2017 plan. The hearing then covered Chapter 1 (Overview & Vision) and Chapter 2 (Land Use).

Chapter 1 presents the community's vision for 2046, grounded in the 2024 Lake Chelan Vision Project, a valley-wide, bilingual outreach effort engaging over 700 residents. That effort affirmed small-town character as the community's most valued quality and housing affordability as its leading challenge.

Chapter 2 carries forward all land use designations unchanged from the 2017 plan, leads with water quality protection for Lake Chelan as its first and most detailed goal, and directs growth to areas where public services exist or can be provided efficiently.

Four hearings remain, running monthly through October, with themes covering housing, the economy and climate, infrastructure, and transportation. The Department of Commerce 60-day review and SEPA environmental review both begin at the end of July, and Council action is scheduled for November and early December, with adoption targeted for December 8, 2026, ahead of the State's periodic update deadline. Draft

chapters are available at cityofchelan.gov/compplan.

FINANCIAL IMPLICATIONS

None.

ATTACHMENTS

1. City Council Presentation July 14, 2026
2. Planning Commission Presentation June 17, 2026
3. Chapter 1 - Overview and Vision
4. Chapter 2 - Land Use

SUGGESTED MOTION

None.

CITY OF CHELAN

CITY COUNCIL UPDATE — COMPREHENSIVE PLAN PERIODIC UPDATE

First Public Hearing Complete

Planning Commission Hearing No. 1 — Foundation

The Planning Commission held the first of five public hearings on the 2026–2046 Comprehensive Plan on June 17, covering Chapter 1 (Overview & Vision), Chapter 2 (Land Use), and Critical Areas Ordinance compliance updates.

Prepared by the Community Development Department • cityofchelan.gov/compplan

HEARING NO. 1 — JUNE 17, 2026

The first of five — here's the road ahead

Public review is organized as five grouped hearings, each pairing related chapters so the Commission and public can consider them together. Hearing No. 1 laid the foundation: how the Growth Management Act works, what the Comprehensive Plan is (and is not), and the two chapters everything else builds on.

- ✓ **Jun 17** Foundation — Ch. 1, Ch. 2, Critical Areas *— held*
- ○ **Jul 15** Community & Housing — Ch. 3, Ch. 4, STEP code
- ○ **Aug 19** Economy & Climate — Ch. 5, Ch. 10
- ○ **Sep 16** Infrastructure & Services — Ch. 6, 7, 8
- ○ **Oct 21** Mobility & Final Comment — Ch. 9, Peterson Place

ALSO UNDERWAY

State reviews begin late July: the Commerce 60-day review (through late Sep) and SEPA environmental review (14-day comment in Aug).

Council action: briefing Nov 10, public hearing Nov 24, adoption Dec 8.

PRESENTED AT HEARING NO. 1

Chapter 1 — Overview & Vision: planning with the community

Chapter 1 sets the 2027–2046 vision, grounded in two generations of outreach — the 2016–2017 visioning work behind the current plan, refreshed by the 2024 Lake Chelan Vision Project, a valley-wide, bilingual effort.

710
residents engaged across the valley

555
survey responses, in English & Spanish

49.5%
named small-town feel the #1 valued quality

36%
named housing affordability the #1 challenge

The vision for 2046, in the community's words: small-town feel is retained; the lake continues to be a jewel; year-round jobs and housing variety; agriculture frames the community; opportunities to walk are plentiful; efficient roads and services.

The growth frame, in one sentence: Chelan plans for +410 permanent residents by 2046 under its GMA allocation — but sizes water, sewer, roads, and parks for the 25,000–30,000 people in town on a peak summer day, so infrastructure keeps up with real demand, not just the official count.

PRESENTED AT HEARING NO. 1

Chapter 2 — Land Use: the map, the rules, and the lake first

The lake comes first

Water quality is Goal LU-I — deliberately the chapter's first and most detailed goal, with 16 policies covering stormwater, shoreline standards, boat wash-off stations, and the Lake Chelan Water Quality Plan. Seventeen goals in all (LU-I through LU-XVII) cover critical areas, housing supply, a year-round economy, open space, walkability, and directing growth where services exist.

No zoning surprises

Every land use designation carries forward unchanged from the 2017 plan — nothing added, expanded, or removed. The three existing overlay districts (Apple Blossom Center, The Lookout, and the T-A Cluster Overlay on the Butte) continue under their development agreements and special standards.

Critical Areas Ordinance

Alongside the two chapters, the hearing covered targeted compliance updates to the Critical Areas Ordinance — refinements to reflect current state law and Best Available Science, not a rewrite. Wetlands, steep slopes, aquifer recharge, habitat, and flood areas remain protected.

Also covered: the state housing laws adopted since 2017 (HB 1220, HB 1337, and others) and how this update folds in only what applies to a city of Chelan's size — with three required code updates already adopted ahead of schedule.

FOR COUNCIL AWARENESS

What to expect between now and adoption

Four hearings remain, June through October

Community & Housing (Jul 15), Economy & Climate (Aug 19), Infrastructure & Services (Sep 16), and Mobility & Final Comment (Oct 21). Hearings may be consolidated if the Commission prefers, and a joint PC/Council workshop may be scheduled.

State reviews begin at the end of July

The Department of Commerce 60-day review runs through late September, and the SEPA environmental review's public comment period runs in August. Both conclude well before Council action.

Council action is set for November–December

Briefing November 10, public hearing November 24, and adoption December 8 — keeping adoption in the first half of December, ahead of the State's periodic update deadline.

The public can weigh in the whole way

Testimony at any hearing, written comment to Community Development, or online. Draft chapters are posted at cityofchelan.gov/compplan; the Transportation Element will be posted before its October hearing.

Questions: Community Development Department • (509) 682-8017 • cityofchelan.gov/compplan

CITY OF CHELAN

PLANNING COMMISSION PUBLIC HEARING NO. 1: FOUNDATION

Comprehensive Plan Update

2026–2046

How the Growth Management Act works, where the Comprehensive Plan fits, and a walkthrough of Chapter 1 (Overview & Vision) and Chapter 2 (Land Use)

June 17, 2026 • 5:15 PM • Council Chambers

TONIGHT

What we'll cover

1. **The Growth Management Act, in plain English**
   What this state law asks of Chelan — and what it doesn't.

2. **The Comprehensive Plan: our 20-year blueprint**
   What it is, what it is not, and how it shapes everyday decisions.

3. **Chapter 1 — Overview & Vision**
   Who we planned with, what we heard, and the vision for 2046.

4. **Chapter 2 — Land Use**
   Where growth goes, what the map means, and a full walk through the goals & policies.

THE BASICS

What is the Growth Management Act?

The Growth Management Act (GMA) is a Washington State law adopted in 1990. The idea is simple: **growth is coming either way — communities do better when they plan for it ahead of time** instead of reacting after the fact.

The GMA requires fast-growing counties — including Chelan County and its cities — to adopt comprehensive plans that:

- Look 20 years ahead at homes, jobs, and services
- Direct growth to areas that can be served efficiently
- Protect farmland, forests, water, and critical areas
- Are built with real public participation

1990

Year Washington adopted the GMA (RCW 36.70A)

20 years

Planning horizon each plan must cover — for Chelan, 2026 through 2046

THE BASICS

How GMA planning flows — from Olympia to your block

State forecasts

The Office of Financial Management (OFM) projects how much Washington will grow.

County allocates

Chelan County assigns growth to cities and sets Urban Growth Areas (UGAs) — keeping growth in UGAs protects farm and resource lands in the rural County.

City plans

Chelan adopts a Comprehensive Plan showing how we'll accommodate our share — 410 more people by 2046.

Zoning implements

Zoning and development regulations must be consistent with the plan.

Projects follow

Individual permits and projects are reviewed against those rules.

Each step has to line up with the one before it — that consistency is the heart of the GMA.

THE BASICS

State law changes since our 2017 plan

The Legislature has changed the housing rules several times since 2017. This update folds in what applies to a city of Chelan's size — and Chelan has already adopted three of the required code updates ahead of schedule.

Housing for every income level HB 1220 (2021)
The Housing Element must plan for housing at all income levels and address displacement risk. Our adopted Housing Element (Nov 2025) does this.

Two ADUs allowed on every lot HB 1337 (2023)
Cities must allow two accessory dwelling units (backyard cottages, in-law suites) per lot inside urban growth areas.
✓ Code adopted — ahead of schedule

More homes inside existing buildings HB 1042 (2023)
Buildings 3+ years old in zones allowing multifamily can add units within their existing walls — up to 50% above zoned density, with no added parking.

Unit lot subdivisions SB 5258 (2023)
Townhome-style homes can sit on their own small lots within a parent lot — so they can be owned, not just rented.
✓ Code adopted — ahead of schedule

Climate resiliency HB 1181 (2023)
Climate added as a GMA goal; a full climate element is mandatory only for larger jurisdictions — Chelan adds Chapter 10 proactively.

Co-living homes HB 1998 (2024)
Private rented rooms with shared kitchens must be allowed wherever six or more apartments are allowed.
✓ Code adopted — ahead of schedule

STEP housing ESHB 2266 (2026)
Shelters and transitional, emergency, and permanent supportive housing must be allowed in certain zones. Code amendments come to hearing July 15.

What doesn't apply here Right-sized
Middle-housing mandates written for cities of 25,000+ do not apply to a city of Chelan's size — this update includes only what applies.

THE BASICS

The Comprehensive Plan: Chelan's 20-year blueprint

WHAT IT DOES

- States the community's vision for 2046
- Maps where homes, shops, industry, parks, and farms belong
- Sizes water, sewer, roads, and parks for the growth we expect
- Guides City budgets through the Capital Facilities plan
- Is the legal foundation every zoning decision must rest on

WHAT IT IS NOT

- Not a rezone by itself — zoning code changes follow adoption as separate actions
- Not a permit decision — it doesn't approve or deny any specific project
- Not frozen in time — it's amended annually and fully updated on a state schedule
- Not written in city-hall jargon — it's meant to be read and used by residents

THE PLAN — TONIGHT: CHAPTERS 1 & 2

Ten chapters, one plan

1. **Overview & Vision**
2. **Land Use**
3. Subarea Plans (proposed)
4. Housing
5. Economic Development
6. Utilities
7. Capital Facilities
8. Parks & Recreation
9. Transportation
10. Climate Change & Resiliency

Every chapter must tell the same story — the same population, housing, and land figures throughout. That internal consistency is a GMA requirement.

CHELAN'S REALITY

We plan for peak demand — not just permanent growth

~4,600–4,800

permanent residents in the city today

+410

additional permanent residents to accommodate by 2046 under the GMA allocation — seasonal second-home owners are not part of this count (~5,000–5,200 permanent total, city + UGA)

25,000–30,000+

people in town on a peak summer day — visitors plus seasonal residents

What this means for the plan

About 36% of Chelan's homes are seasonal or vacation homes, and 13.7% of the housing stock operates as permitted short-term rentals (410 licenses). Of those, only 35 are in neighborhoods where existing homes could convert to STRs — the rest are in developments purpose-built for short-term rental use, from condominium complexes to The Lookout, a single-family neighborhood designed for STRs. **Either way, every one of these homes needs water, sewer, roads, and parks — so utilities and capital facilities are sized for peak-season demand, measured in equivalent residential units (ERUs), not just the 20-year allocation.**

Built on community voices, old and new

The vision in Chapter 1 reflects two generations of outreach: the 2016–2017 visioning surveys and workshops that shaped the current plan, refreshed by the 2024 Lake Chelan Vision Project (LCVP) — a valley-wide, bilingual outreach effort.

710

residents engaged across the Lake Chelan Valley

555

survey responses, offered in English and Spanish

8

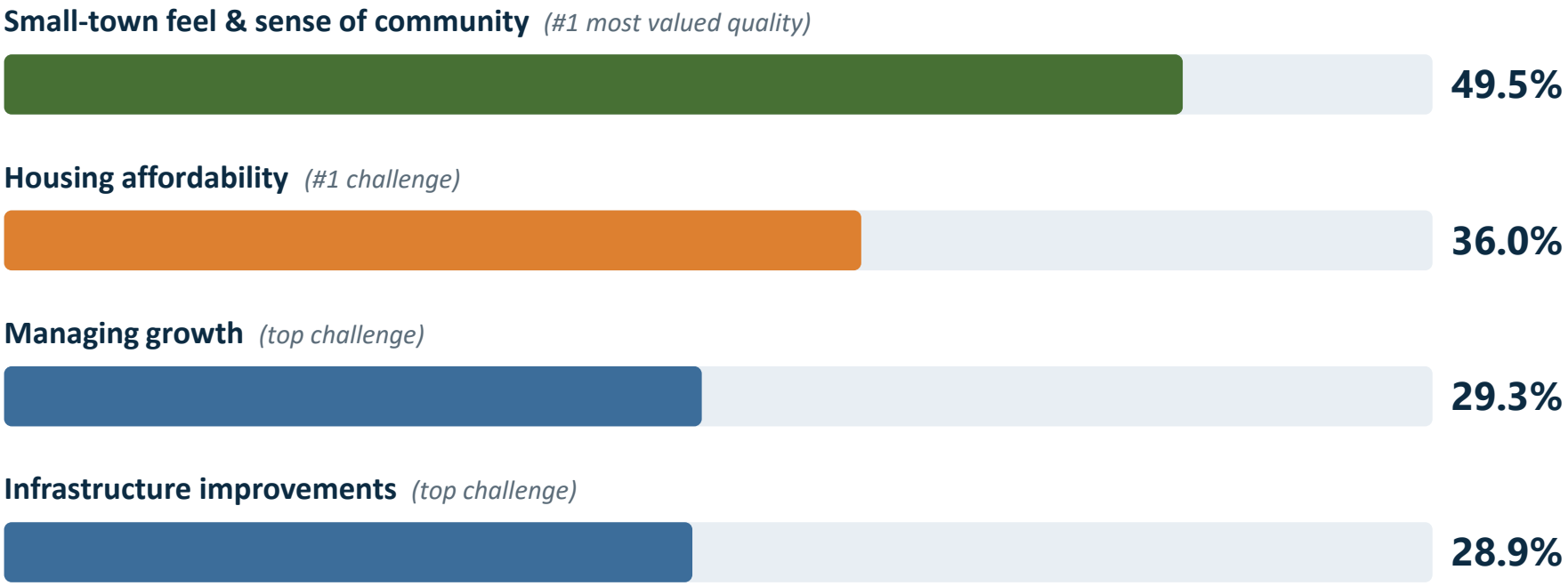
listening sessions — the largest drew 54 participants from the Latino community

12

interviews with community leaders and stakeholders

A note on geography: the LCVP heard from the whole valley — Chelan, Manson, Chelan Falls, the South Shore, and beyond. This plan governs only the City and its UGA, but the valley functions as one community, and Chelan-area responses tracked closely with valley-wide results.

What the community told us in 2024



The overall mood: "cautious optimism" — people love what makes Chelan special and worry about keeping it as we grow. Chelan-area answers closely matched valley-wide results (small-town feel: 47.7% among Chelan-area residents).

What's inside Chapter 1

Purpose & planning area
Why the plan exists, and where it applies: the city (about 6.95 sq. mi. / 4,448 acres) plus the Urban Growth Area assigned by Chelan County (about 5,239 parcel acres).

Benefits of planning
Comprehensive local planning, keeping decision-making power in Chelan, and steering change toward what the community wants.

Community involvement
The full outreach record, from the 2016 visioning process through the 2024 Lake Chelan Vision Project.

Vision & measurable objectives
The community's picture of Chelan in 2046, plus yardsticks the City will use to track progress — including regular community satisfaction surveys.

CHAPTER 1 — THE VISION FOR 2046

Chelan in 2046, in the community's words

- **Small-town feel is retained**
- **The lake continues to be a jewel**
- **Year-round jobs and housing variety**
- **Agriculture frames the community**
- **Opportunities to walk are plentiful**
- **Efficient roads and services**

Survey themes behind the vision: quality of life, recreation access to the lake, a healthy economy, affordable housing, and protecting iconic views and agricultural vistas.

CHAPTER 2 — LAND USE

Land Use: deciding what goes where

Chapter 2 guides Chelan's physical development for the next 20+ years. It sets **land use designations** — broad categories on the Future Land Use Map — and zoning then writes the detailed rules that carry them out.

The Future Land Use Map

the big-picture floor plan: where homes, shops, industry, parks, and farms belong

Zoning (Title 17)

the rulebook: heights, lot sizes, densities, and uses allowed on each property

Your permit

reviewed against the zoning rules — which must match the map

Grounded in real numbers: the land supply behind the map comes from the 2025 Land Capacity Analysis and the adopted Housing Element (Points Consulting), so what we plan matches what the land can actually hold.

CHAPTER 2 — LAND USE

The zoning districts, in plain terms

RESIDENTIAL

R-L — Single-Family Residential
Up to 4 homes/acre; Chelan's largest designation (~1,693 acres, about a third of all parcel land)

DSF — Downtown Single-Family
Keeps historic downtown neighborhoods intact; up to 7.26 homes/acre

R-M — Multi-Family Residential
Apartments, townhomes; up to 18 homes/acre

DMR — Downtown Mixed Residential
Downtown housing mix; shaped by height and bulk rather than a unit cap

MIXED USE & COMMERCIAL

DMU — Downtown Mixed-Use
The historic core: shops below, homes and offices above

TMU — Tourist Mixed-Use
Lodging and visitor services near the waterfront

T-A — Tourist Accommodations
Hotels, lodges, and resort uses near the lake; 8.7–18 homes/acre fronting state highways

SUD — Special Use District
Agriculture and agri-tourism at the gateways

C-HS & C-W — Highway Service & Waterfront Commercial
Commercial services along the highway corridors and the working waterfront

INDUSTRIAL & PUBLIC

W-I — Warehouse & Industrial
Jobs and warehousing east of 97A/150

A — Airport
Airport operations and compatible uses

PLF — Public Lands & Facilities
Schools, parks, and City facilities

DT — Downtown Public
Public spaces and facilities in the downtown core

Nothing is being added, expanded, or removed — every district carries forward unchanged from the 2017 Comprehensive Plan.

Overlay designations: extra rules layered on top

An overlay doesn't replace the underlying district — it adds requirements or tailors development for one specific place. Chelan has three, each tied to a development agreement or special standards.

Apple Blossom Center PDD

Over Warehouse-Industrial (W-I) land

A master-planned center with retail, medical, educational, business, and industrial uses. The development agreement has been amended to allow up to 720 multi-family homes — no short-term rentals — promoting housing choice and diversity across income levels.

The Lookout PDD

Over Special Use District (SUD) land

A single-family neighborhood designed for short-term rental use — 487 approved homes on 89 acres (about 5.5 homes/acre) under a development agreement.

T-A Cluster Overlay

Over Tourist Accommodations (T-A) land on the Butte

Clusters buildings to protect public views, steep slopes, and open space. Density rises only with clustering: 1 home per 5 acres unclustered, about 1 per acre clustered — most of the site stays in open space or vineyards.

How to read the goals & policies

GOAL

The destination — A broad statement of what the community wants. Land Use goals are numbered with Roman numerals: Goal LU-I through Goal LU-XVII.

Goal LU-I. Protect water quality.

POLICY

The directions — Specific commitments that steer City decisions toward the goal. Numbered under each goal.

Policy LU I-5. Ensure boat launches incorporate wash-off stations…

ACTION

The to-do list — Concrete steps — code changes, studies, projects — collected in the Action Plan at the end of the chapter.

e.g., update clearing & grading regulations

CHAPTER 2 — GOALS & POLICIES (1 OF 4)

Natural systems & critical areas — the lake comes first

Section 2.4.1 leads the chapter for a reason: protecting the environment, and Lake Chelan above all, anchors everything else.

LU-I	**Protect water quality** — the plan's most detailed goal, with 16 policies: stormwater controls, shoreline standards, boat wash-off stations, the Lake Chelan Water Quality Plan, and support for Keep It Blue
LU-II	**Protect and maintain air quality** — standards for new development and industry
LU-III	**Protect critical areas** — wetlands, steep slopes, aquifer recharge, fish & wildlife habitat, and flood areas — using the best available science
LU-IV	**Allow building in hazard areas only with safeguards** — slopes, flood, wildfire, unstable soils
LU-V	**Design with natural features** — develop around significant natural features, not over them
LU-VI	**Create a Transfer of Development Rights (TDR) program** — lets owners of orchards and forest land sell their development rights, so those lands stay open and growth shifts into town — a free-market conservation tool

Residential development — homes for the people who live here

Section 2.4.2 answers the community's #1 challenge — housing — and works hand-in-hand with the Housing Element (Chapter 4).

LU-VII **Maintain an adequate supply and variety of housing** — 16 policies covering housing mix, accessory dwelling units in all residential zones, manufactured homes, senior and special-needs housing, flexible standards, and managing short-term rentals through clear processes and rules

LU-VIII **Promote urban densities in the city and UGA** — use land inside the urban area efficiently — where pipes and streets already exist — instead of sprawling outward

LU-IX **Balance shoreline use, access, and ecology** — carries the Shoreline Master Program's goals into the land use plan

Why it matters: 36% of LCVP respondents named housing affordability the valley's biggest challenge.

Commercial & industrial — a year-round economy

Section 2.4.3 has one big goal with 19 policies, balancing the tourism economy against a downtown and job base that serve residents all year.

LU-X	**Develop as the service, retail, residential, tourist, agricultural, industrial, and recreation center of the Lake Chelan basin**
Downtown	**A pedestrian-first downtown** — keep the historic core walkable and active, with a long-term downtown parking plan
Tourism	**Balance growth and direct it to the right places** — tourist development is channeled to appropriate areas — the waterfront, T-A, and SUD lands — with the fuller discussion in the Economic Development element (Ch. 5)
Jobs	**Room for industry east of 97A/150** — industrial and heavy-commercial uses go where they fit, with screening and buffers near neighborhoods
Fit	**Compatibility rules** — parking, traffic, landscaping, and design standards so commercial growth respects what's next door

Balanced growth means the tourism engine supports — and never displaces — the year-round community.

Open space, recreation, culture & growth

LU-XI	**Keep open space** — encourage retaining the open lands that frame the city
LU-XII	**Parks for residents and visitors** — plan park capacity for both — another place peak-season demand shapes the plan
LU-XIII	**Encourage recreation facilities** — support the facilities and programs an active community needs
LU-XIV	**Safe walking and biking routes** — connect the places people actually go, without needing a car
LU-XV	**Celebrate and protect cultural resources** — historic places and community heritage
LU-XVI	**Environmental justice in land use** — avoid creating or worsening environmental health disparities, and remove barriers that have kept some neighbors out of the planning process
LU-XVII	**Grow where services exist** — direct development to UGAs with — or that can efficiently get — public facilities, protecting rural farm and resource lands

CHAPTERS 1 & 2 TOGETHER

Five commitments across the whole plan

Protect the lake and environment — Water quality is Goal LU-I — first, and with the most policies. Lake Chelan is the community's defining asset.

Size infrastructure for peak demand — Water, sewer, roads, and parks planned for peak-season ERUs — seasonal homes and visitors included — not just the GMA allocation.

Balance tourism with the year-round community — Grow the visitor economy while protecting housing, jobs, and daily life for permanent residents.

Protect Chelan's identity — Small-town feel, iconic views, and the agricultural landscape are named community values — growth must respect them.

Plan for wildfire smoke, wherever it starts — Climate resiliency (Chapter 10) covers smoke from fires outside the city, the county, even the state — because smoke doesn't respect boundaries. (CWPP, 2019; updated 2025.)

PROCESS — ADOPTION TARGET: EARLY DECEMBER 2026

Where we go from here

1

Tonight — Jun 17

Hearing 1 of 5: Foundation

Ch. 1 Overview & Vision, Ch. 2 Land Use, and Critical Areas Ordinance compliance updates

2

Next — Jul 15

Hearing 2: Community & Housing

Ch. 3 Subarea Plans, Ch. 4 Housing, and ESHB 2266 (STEP) housing code amendments

3

Aug — Oct

Hearings 3—5

Aug 19: Economic Development & Climate. Sep 16: Utilities, Capital Facilities & Parks. Oct 21: Transportation, Peterson Place & final omnibus comment

4

Nov — Dec

City Council

Briefing Nov 10, public hearing Nov 24, adoption Dec 8 — adoption target: early December 2026

Running in parallel: the Commerce 60-day state review (May 28 — Jul 27) and SEPA both conclude before adoption. Comment at any hearing, in writing to Community Development, or at cityofchelan.gov/compplan.

Questions & discussion

City of Chelan Comprehensive Plan Update 2026–2046

Public Hearing No. 1 • June 17, 2026 • Council Chambers

Next hearing: July 15, 2026 — Subarea Plans, Housing & STEP code amendments

Community Development Department • cityofchelan.gov/compplan • (509) 682-8017

CITY OF CHELAN
COMPREHENSIVE PLAN

CHAPTER 1

OVERVIEW AND VISION

2026–2046

Adopted: [Date]
Ordinance No. [####]

DRAFT

Community Development Department
135 E. Johnson Avenue • Chelan, WA 98816

DRAFT

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OVERVIEW AND VISION

What You Will Find in This Chapter

- The purpose of the Comprehensive Plan
- The Chelan planning area
- The Comprehensive Plan vision
- Measurable objectives that illustrate implementation of the vision

1.1 Introduction

This Comprehensive Plan considers the voices and needs of all ~~the~~ citizens of the Chelan Planning Area of Chelan County and the City of Chelan (City) to address growth issues in the Chelan Planning Area ~~through the year 2037~~for the 20-year planning horizon of 2026–2046. It establishes a land use plan that reflects community values and needs, implemented by zoning. This Plan addresses Chelan's housing and jobs trends and expected growth. To support current residents and businesses, and support future growth, the Plan provides a statement of policy addressing a range of topics including Land Use, ~~Downtown~~Subarea Plans, Housing, Economic Development, Utilities, Capital Facilities, Parks and Recreation, and Transportation, and Climate Change and Resiliency. It also coordinates capital investments and city functions. This Plan is consistent with county-wide planning policies for the County of Chelan and fulfills the requirements of the Growth Management Act (GMA).

This 2026 update builds upon the 2017 Comprehensive Plan, extending the planning horizon, incorporating updated community input from the 2024 Lake Chelan Vision Project and other engagement efforts, and addressing new state requirements including climate resilience, while retaining the foundational policy framework adopted in 2017.

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1.2 Planning Area

As of ~~2017~~2024, the State Office of Financial Management (OFM) measures the city limits at about ~~7.89~~6.95 square miles or ~~5,047~~4,448 acres, excluding waterbodies. ~~Based on Chelan County Assessor parcel acres there are about 4,065 acres; parcel acres exclude rights of way, but include some water areas where parcels extend into Lake Chelan or the Chelan River.~~ In consultation with the City, Chelan County has assigned an Urban Growth Area (UGA) around the city limits. The UGA includes unincorporated territory ~~that is~~ characterized by urban growth or lands that can be served by urban facilities and services such as sewer, water, and others. Within this area, willing property owners may choose to annex to the City of Chelan. The 2017 UGA boundaries encompass about 5,239 parcel acres. ~~The city limits and UGA encompass 8.19 square miles in total adding parcel acres.~~

Figure 1-1: City of Chelan Planning Area

[Insert Planning Area Map — GIS staff to populate]

1.3 Benefits of the Comprehensive Plan

The Comprehensive Plan provides three main benefits to Chelan's community:

- Implements c~~C~~omprehensive land use planning from the local level
- Maintains local decision-making power
- Promotes desired changes

1.3.1 Implements Comprehensive Land Use Planning from the Local Level

~~State law~~The GMA empowers the City of Chelan with significant decision-making authority. To start the planning process, the City must identify the concerns and goals of its citizens, prioritize these goals, and plan for how these goals will be achieved. While state law requires the City to complete several planning tasks for the planning area, the outcome of the planning effort is in the hands of the area's citizens and their elected officials. Therefore, citizens of the City of Chelan Planning Area have developed a comprehensive plan that establishes a clear intent and policy base ~~which~~that can be used to develop and interpret local land use regulations.

What Is the Growth Management Act (GMA)?

The Growth Management Act (RCW 36.70A) requires Washington cities and counties planning under the Act to adopt comprehensive plans that guide land use, housing, transportation, capital facilities, utilities, and other elements. The GMA establishes 15 planning goals and requires periodic updates to ensure plans remain current. The City of Chelan's 2026 Comprehensive Plan Update fulfills the periodic update requirement with a planning horizon extending to 2046.

1.3.2 Maintains Local Decision-Making Power

The Chelan Planning Area is experiencing increasing pressures from year-round residential growth within its boundaries, as well as being increasingly popular for its scenic and recreational enjoyment by seasonal residents and visitors and as a retirement area. An indication of that growth is the increased demand for public water and sewer facilities, electrical service, and police and fire protection.

Also, an increasing number of policy decisions made at the federal, state, and regional levels are influencing the quality of life in the Chelan Planning Area. The citizens of the planning area believe that the most effective way to maintain local control is to become more actively involved in planning. By clearly articulating a plan for the future of the area, the City and County are informed about the implications of their policy decisions and are able to express the concerns of the citizens of the Chelan Planning Area to regional, state, and federal entities. In addition, state agencies must comply with local comprehensive plans and development regulations. Therefore, the comprehensive plan and the implementing regulations allow the County and City to assert local control over certain issues with the assurance that state agencies will respect their decisions in a manner ~~which~~that will reinforce desired character, scale, and identity of the Chelan Planning Area.

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1.3.3 Promotes Desired Changes

The Chelan Planning Area has a local economy consisting of agricultural industries, recreation/tourism, goods and services, and forest products. At the same time, the plan must accommodate a proportionate amount of business and industrial land uses to support the increasing population over time. This plan strives to secure the agricultural industry, expand desirable recreation opportunities, improve the quality of life, and establish a year-round economy.

1.4 Community Involvement

This Comprehensive Plan reflects the ideas and concerns of the Chelan community beginning in 1993 to ~~2017~~2026. This Comprehensive Plan builds on the community engagement and policy framework established in the 2017 Comprehensive Plan Update, which was developed through extensive public outreach including stakeholder committees, visioning workshops, public hearings, and formal deliberation and adoption.

~~The original Comprehensive Plan was established in 1998 after five years of community engagement, including:~~

- ~~Establishment of Planning Area Citizen Advisory Committees (1993)~~
- ~~Telephone Survey (1993)~~
- ~~Public Workshops Meetings (1993–1996)~~
- ~~Public Information and Review Meetings (1996)~~
- ~~Public Hearing Review (1998)~~
- ~~Deliberation and Adoption (1998)~~

With annual reviews and periodic evaluations between 1998 and ~~2016~~2026, there have been public meetings, workshops, and hearings before the Planning Commission and City Council.

~~The 2017 Comprehensive Plan Update engaged Chelan's community with the following input opportunities:~~

- ~~Stakeholder Committee engagement (2016–2017)~~
- ~~How should Chelan grow? Visioning process (2016)~~

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- ~~Workshops (2016–2017)~~
- ~~Planning office hours (2017)~~
- ~~Public Hearing and Open Houses (2017)~~
- ~~Deliberation and Adoption (2017)~~

The 2026 Comprehensive Plan update process was preceded by a number of visioning efforts conducted by the City of Chelan. In 2025, the City implemented a new Thought Exchange platform to engage with the public and gather survey responses. Some of the more recent visioning efforts used to support this Comprehensive Plan update process included:

- Lake Chelan Vision Project (2024)
- Transportation Study Survey (2024)
- Climate Resiliency Study Survey (2025)
- Community Engagement Survey (2025)

Additional engagement for the 2026 Comprehensive Plan update process included:

- **2025 Open House Events:** The City and County of Chelan kicked off the Comprehensive Plan Periodic Update with three open house events in May 2025, with a joint meeting held at Chelan High School on May 19. These events gave community members an opportunity to share their vision for the future and to discuss their experiences and concerns around housing, land use, transportation, climate resilience, and other Comprehensive Plan elements.
- **Online Opportunities for Public Engagement:** These included an online community visioning survey and an invitation to submit comments and stories via email. Online opportunities for engagement were provided in both English and Spanish languages to increase participation of communities with limited-English proficiency (LEP).

2024 Lake Chelan Vision Project

In 2024, the Lake Chelan Vision Project (LCVP) engaged residents and stakeholders across the entire Lake Chelan Valley to identify community priorities and values. The project included surveys, community conversations, and stakeholder workshops.

Key themes from the LCVP included: protecting Lake Chelan's water quality and natural environment, maintaining small-town character, improving housing affordability, developing year-round economic opportunities, and enhancing transportation and connectivity.

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LCVP findings have been integrated throughout each element of this Comprehensive Plan where applicable to City of Chelan planning.

1.5 Vision

A vision states a community's best desired future. The Vision survey and workshop identified several important themes to include in the Vision statement including Chelan's quality of life, lake quality, affordable housing and housing variety, iconic views and agricultural vistas, year-round jobs, and a connected road system.

Exhibit 1-~~3~~1: Vision Survey and Workshop Themes

Key Vision Concepts for ~~2037~~2046 — Survey	Chelan in ~~2037~~2046 Headlines — Workshop
1. Quality of life 2. Recreation access to the lake 3. Healthy economy 4. Affordable housing 5. Protecting iconic views	1. Chelan's small-town feel is retained. 2. The lake continues to be a jewel. 3. A variety of year-round jobs and housing is available. 4. Agriculture frames the community. 5. Opportunities to walk are plentiful. 6. Efficient roads and services are provided.

The following vision guides this Comprehensive Plan through ~~2037~~2046 to achieve the livability, prosperity, affordability, and stewardship of natural and recreational resources desired:

Chelan Comprehensive Plan Vision

The City of Chelan offers a spectacular natural setting, small town charm, recreational amenities, and friendly people. Long-time residents and first time visitors alike are attracted to the walkable downtown, expansive parks and open spaces, and wineries and agricultural vistas in a relaxed setting. The City of Chelan aims to conserve the qualities that make Chelan a great place to live and work while carefully managing growth and change. Chelan continues to have a strong tourism focus while building a thriving local economy with diverse, next generation jobs. Agricultural heritage is protected with right to farm policies and codes, and agri-tourism

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opportunities support ongoing agriculture and the economic base. Chelan encourages a spectrum of housing choices to meet all needs.

1.5.1 Implementation

This section outlines Comprehensive Plan implementation and monitoring procedures designed to evaluate progress in implementing the Vision, goals, and policies. This process also prepares the planning area for Plan updates in the future. These procedures include:

- Public participation;
- Updating appropriate baseline data and evaluating measurable objectives in the preceding ~~eight~~8-year period;
- Accomplishments in the first ~~eight~~8-year period, including progress on each Element's Action Plan;
- Obstacles or problems which resulted in the under-achievement of the Vision, goals, policies, and Action Plans; and
- New or modified goals and policies addressing discovered problems.

To support implementation of this Comprehensive Plan, measurable objectives are presented below. They would be evaluated consistent with the implementation procedures above.

Exhibit 1-42: Measurable Objectives

Objective	Performance Measure
Maintain and Enhance Water Quality	Measure: Water quality
Conserve the Landscape and Public Views	Measure: Conservation of public view corridors, priority ravine retention
Create an Environment for Healthy Active Living	Measure: Acres and access to parks and trails
Support a Thriving Downtown	Measure: Taxable retail sales, business starts, infill residential units added
Balance Growth	Measure: Growth capacity, land conserved
Build a Diverse Year-Round Economy	Measure: Increase in job diversity, shoulder season tourism, and family-wage jobs

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Promote Affordable and Diverse Housing	Measure: Housing capacity, percentage of cost-burdened households, units with long-term affordability agreements
Achieve a Multimodal, Connected Transportation System	Measure: Multimodal network extent and investments and transportation level of service

1.6 Using This Plan

1.6.1 Contents of the Comprehensive Plan

The Comprehensive Plan Vision and measurable objectives are carried forward into each Plan Element with topic-specific goals and policies. Since there are complex issues around land use, growth, public infrastructure investments, and services, this Comprehensive Plan is divided into the following elements:

Elements:~~Transportation~~

1. Overview and Vision
2. Land Use
3. Subarea Plans
4. Housing
5. Economic Development
6. Utilities
7. Capital Facilities
8. Parks and Recreation
9. Transportation
10. Climate Change and Resiliency

Appendices:

- Capital Facilities Plan – Six Year Capital Improvement Plan (CIP)
- Definitions
- Land Capacity Analysis (2025)
- Housing Analysis (2025)

DRAFT

- Transportation Analysis (Pending)

1.6.2 Related Plans

The following related plans address shorelines, housing, infrastructure, parks, recreation, and climate resiliency systems ~~and recreation systems~~ important to achieving Comprehensive Plan goals and policies and are hereby incorporated by reference:~~Airport Layout Plan (2009, update pending)~~

~~Water Plan (2017, pending)~~

- Water System Plan (2020)
- City of Chelan Housing Action Plan (2021)
- City of Chelan Shoreline Master Program (2021)
- General Sewer Plan (2023)
- Community Wildfire Protection Plan (2019; updated 2025)
- Hazard Mitigation Plan (2024)
- Parks, Recreation, and Open Space (PROS) Plan (2024)
- Lake Chelan Vision Project Outreach Report (2024)~~An Existing Conditions Report (2017) has been prepared and provides supporting inventories and analysis referenced in this Comprehensive Plan. As an informational document, it may be updated without formal amendment.~~
- County Wide Planning Policies

1.7 Amendments

This Comprehensive Plan will evolve and be reviewed and revised over the next 20 years due to changes desired by the community, trends, and information.

City amendment procedures contained in the Municipal Code allow the opportunity for any person, group, organization, or jurisdiction to make application for an amendment of the comprehensive plan in accordance with RCW 36.70A.130. The plan may not be amended more than once a year, and therefore, requests for amendment can be deferred to the time of the annual public hearing for the City of Chelan Comprehensive Plan. However, state law allows

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amendments to the plan more than once a year in case of an emergency; other limited exceptions may also apply per RCW 36.70A.130. It is the intent that a consistent administrative procedure and a consistent method will be used in evaluating the proposed amendment. Minimally, the Planning Commission will review the comprehensive plan each year and propose or consider any application for a needed amendment.

Whenever the plan is amended, it is important to verify that it is "internally consistent" and that development regulations are consistent with and implement the comprehensive plan.

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CITY OF CHELAN

COMPREHENSIVE PLAN

CHAPTER 3

LAND USE ELEMENT

2027–2046

Adopted: [Date]

Ordinance No. [####]

DRAFT

Community Development Department

135 E. Johnson Avenue • Chelan, WA 98816

IN THIS CHAPTER

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*To update this table of contents in Word: right-click the table and choose **Update Field**.*

LAND USE ELEMENT

What You Will Find in This Chapter:

- A summary of natural and built environment conditions and trends.
- An estimate of population today, growth rates, and capacity for growth.
- Land use patterns.
- A description of agriculture, open space, recreation, views and critical areas, including their contribution to the community's character and tourist base.
- ~~A Future Land Use Plan that supports Downtown vibrancy and infill, housing variety, job opportunities, hillside protection, and agricultural gateways.~~The adopted Land Use Plan and Zoning Map that supports Downtown vibrancy and infill, housing variety, job opportunities, hillside protection, and agricultural gateways.
- Goals and policies for natural systems and critical areas, residential uses, commercial and industrial development, open space and recreation, and appropriate sizing of the urban growth boundary.

Purpose

The Land Use Element guides the City of Chelan's (City's) physical development over 20 or more years. It establishes land use designations that are implemented by zoning regulations. The land use designations are designed to accommodate expected growth in housing and jobs as well as open space and recreation. The Future Land Use Plan is supported by services and capital investments in this Comprehensive Plan.

What does it mean?

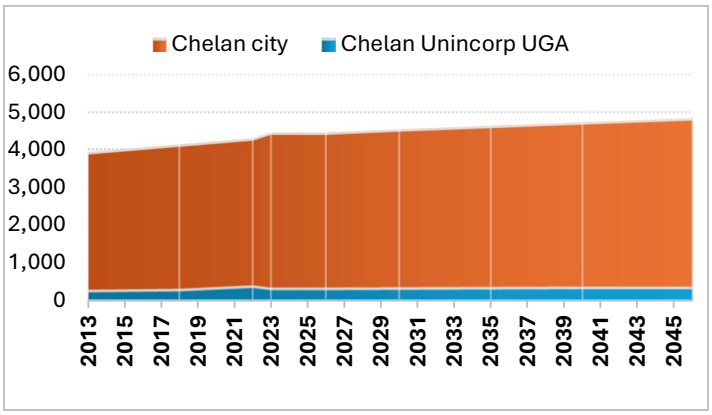
- Chelan's permanent population is growing and its seasonal population is five times the year-round population. Though County growth allocations assume a growth rate half of that experienced between 2010-2015, this plan assumes a higher growth rate consistent with the City's 25-year growth rate.
- Chelan is a historic community. Growth will occur on vacant and underutilized land and could affect cultural resources. City development regulations address historic resources in Downtown and along shorelines. There are no citywide regulations.
- Natural resources and amenities frame and shape Chelan.
- Critical areas are protected to enhance water resources, conserve habitat, and ensure public health and safety. All types of critical areas are found in Chelan with the most prevalent being geologic hazards and surface and ground waters protected under fish and wildlife habitat conservation areas and aquifers.
- Chelan has a wildland interface and is prone to wildfire risk. Moderate and high wildfire risks are found throughout the community and particularly on hillslopes to the north, east, and south of the community.
- Chelan has extensive iconic views from public places. Techniques such as maximum building heights, landscaping, and clustering will be important to maintaining the hillside and lake views that support the quality of life and economic base of the community.
- Open space and recreation opportunities are important to residents and tourists. With a seasonal population of 25,000 and a year-round population of 4,500, the park and open space system is highly valued and used, and is a key component of City capital plans.
- Chelan's current land uses are predominately residential, undeveloped, and agricultural. Residential uses make up half of the current parcel acres. Undeveloped land another quarter of parcel acres.
- Chelan has sufficient land capacity to meet future growth allocations and community housing and job needs.

Land Use Issues and Trends

Conditions and Trends

Chelan's permanent population is growing and its seasonal population is five times the year-round population

Exhibit 0-1. Population Growth 2013–2046

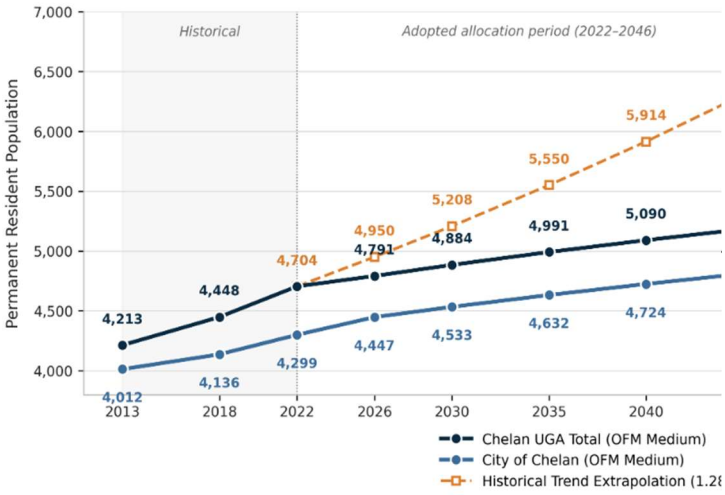


~~Chelan's permanent city population is about 4,045 as of 2015. The Unincorporated Urban Growth Area (UGA) is estimated to have another 370 residents, for a total city and UGA population of about 4,415 as of 2015.~~ Chelan's permanent city population is about 4,446 as of 2023. The Unincorporated Urban Growth Area (UGA) is estimated to have another 340 residents, for a total city and UGA population of about 4,786 as of 2023. The Washington State Office of Financial Management (OFM) March 2024 medium series population allocation projects a 2046 population of 4,827 within city limits and 374 in the unincorporated UGA, for a total UGA population of 5,201. These figures represent the planning horizon for this element.

~~The total city and unincorporated UGA population has increased 8% between 2000 and 2016. Based on the availability of services, and annexations, growth has been greater in city limits than the UGA.~~

~~Based on growth allocations developed by Chelan County (the County), Chelan city limits and the UGA would add about 415 people for a total of 4,880 people over the 2017 to 2037 period, a growth rate of only 0.445%. This is much lower than the projected 2025 growth target allocated to the City by the County in past planning efforts, which assumed a future UGA population of 6,705 or a growth rate of about 2.06%.~~ Based on the OFM March 2024 medium series population allocation, Chelan city limits and the UGA would add approximately 410 people for a total of 5,201 people over the 2026 to 2046 planning period. While these permanent population projections guide long-term land supply, the City must also plan for seasonal peak demand. Chelan's seasonal population — driven by tourism, second homes, vacation rentals, and day visitors — can reach 25,000 to 30,000 persons during peak summer months, placing substantial demands on water, sewer, transportation, and public safety infrastructure well beyond what the permanent population alone would require. Sewer and water capacity planning must account for Equivalent Residential Units (ERUs) that reflect both permanent and seasonal demand.

Exhibit 0-2. Average Annual Growth Rates (AAGR): Historical and Projected

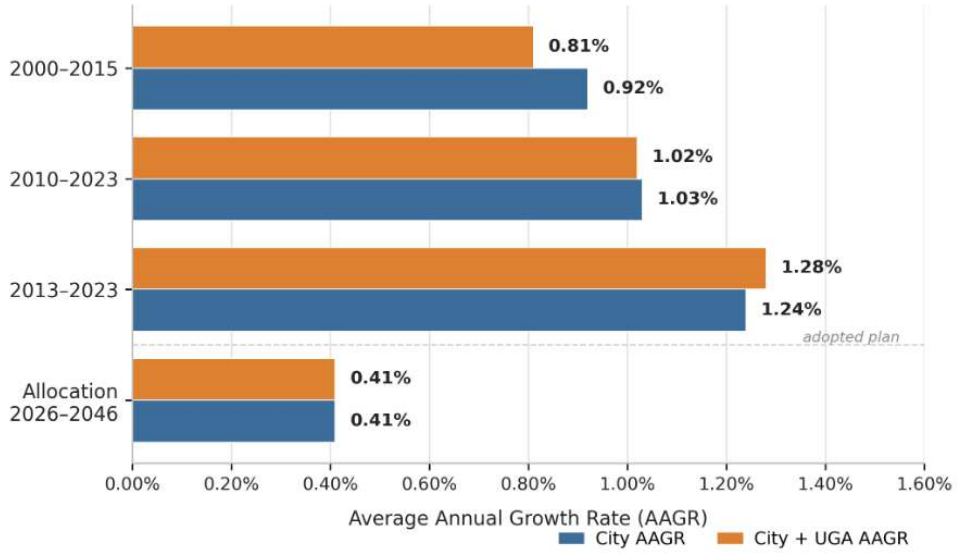


~~Note: Small area estimates are available for the UGA as of 2000 forward. Allocations are only made for the City+UGA.~~
~~Sources: (City of Chelan, 2011) (Office of Financial Management A, 2016)(Office of Financial Management B, 2016), (Chelan County, 2015); BERK Consulting 2017~~

~~The range of growth rates for the City and the City+UGA shows that there has historically been a higher growth rate than assumed by the 2017-2037 growth allocation.~~

~~Using a growth rate of just over 1.24% the Chelan UGA could potentially grow to 5,719 persons. This is considered a moderate assumption between the new 2037 population allocation and the past 2025 allocation which was nearly 2,000 persons higher.~~

Exhibit 0-3. Chelan UGA Population Projection 2013–2046



The City serves a permanent population of between 4,000-5,000, but a seasonal population of 25,000 in peak summer months.

Chelan is a historic community

About 10,000 years ago, the Lake Chelan area was regularly inhabited by Native Americans, now known as the Chelan Indians who settled along the lakeshore, and were believed to be related to the larger Wenatchi Tribe since they spoke the Wenatchi language, a dialect of the Interior Salishan language. After a series of treaty negotiations between the U.S. Congress and the local tribes, the area's original inhabitants were finally moved to the Colville reservation, and the land was officially ratified by U.S. Congress in 1886 and opened to homesteads **Invalid source specified.**~~(Caldbick, 2012)~~.

Chelan began in the late 1880s as a town that supported logging, mining, agriculture, and early tourism. While its timber and mineral resources were exhausted eventually, water has continued to play a vital role in sustaining the economy. The Chelan Dam has provided hydro-electric power, irrigation, and recreation over the centuries. Construction of the Chelan Dam began in 1926 about one-half mile downstream from where Lake Chelan enters the Chelan River **Invalid source specified.**~~(Caldbick, 2012)~~.

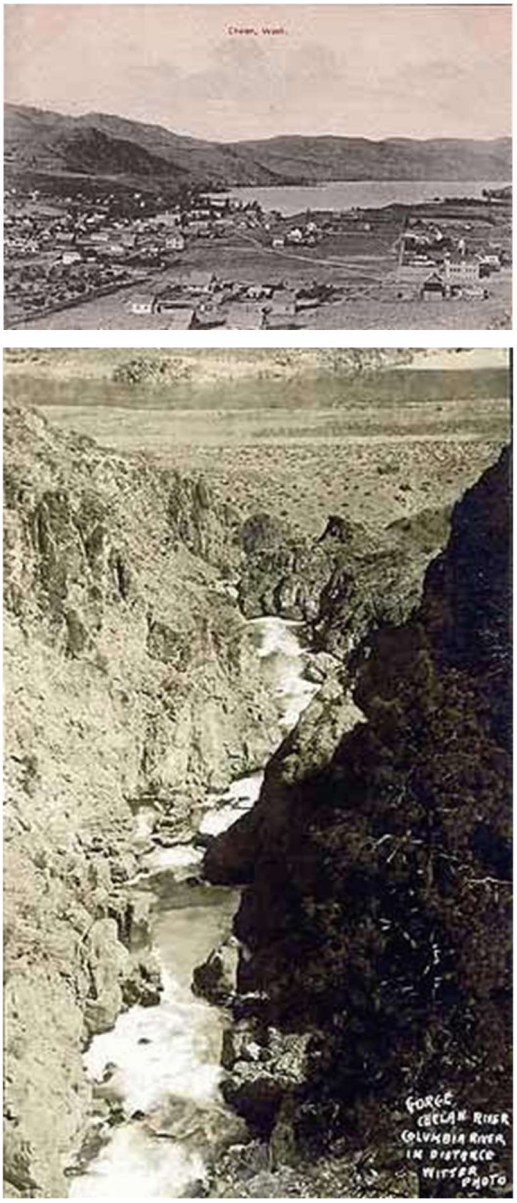
Chelan's economy has been dominated by tourism for the past many decades, again due to its geography and natural beauty, which make it ideal for year-round outdoor recreation and relative proximity to large population centers west of the Cascade Range. The first guest accommodations were built as early as 1892, and the famous Campbell Hotel (known today as Campbell's Resort) has been in business since 1901. Chelan also has a long history of agriculture in the area. Wine grapes and orchards began in the area in the late 1800s **Invalid source specified.**~~(Caldbick, 2012)~~.

According to the Washington Department of Archaeology and Historic Preservation (DAHP), the following places are on state and national historic registers:

- St. Andrews Episcopal Church, built in 1899 (National Register, Washington Heritage Register)
- Ruby Theater, built in 1913 (National Register, Washington Heritage Register)
- Lord Richard Hinton House, a Queen Anne Victorian house built in 1902 (National Register, Washington Heritage Register),
- Lake Chelan Hydroelectric Power Plant, built in 1926 (National Register, Washington Heritage Register)

DAHP has identified through a predictive model that the Lake Chelan area may have a high risk of containing sensitive archaeological resources, and cultural resource surveys are highly advised prior to development and construction.

City development regulations address historic resources in Downtown. City shoreline regulations address archaeological and historic resources along the lake and river. There are no citywide regulations beyond these focused regulations.



Top – Chelan 1920s | Bottom – Chelan River Gorge, 1910s | Source: (Caldbick, 2012)

Natural resources and amenities frame and shape Chelan

The dramatic natural setting and physical geography is a defining characteristic of the city. Chelan is situated at the southern end of Lake Chelan as it enters the Chelan River. Lake Chelan is a glacial lake formed gradually over millions of years with the rise of the Cascade Mountains. It is approximately 55 miles long with an average width of 1.5 miles and a maximum depth of 1,500 feet. It is the largest, longest, and deepest lake in Washington State, and the third deepest in the country (City of Chelan, 2011) ~~(City of Chelan, 2011)~~.

Vegetation in the basin depends to a great extent on the elevation, with most of the land above 1,500 feet being forested. The more level sites have, for the most part, been developed as crop land or settled by residents and businesses. Fauna within the study area is found in three specific habitats: the wetlands along the Columbia River and the Lake Chelan shorelines, the canyon/steppe habitat of the steep drainage's and the urban areas of Chelan.

The Lake Chelan Valley is abundant with natural amenities that provide for a wide range of scenic and recreational enjoyment. A natural amenity is a place or occurrence that, coupled with certain climatic conditions, topography, geology, weather, or other naturally occurring phenomenon, provide a location where certain recreational activities or other type of human-environment interaction can take place. Many times there needs to be certain man induced development to make the natural amenity accessible and useable by humans. (City of Chelan, 2011) ~~(City of Chelan, 2011)~~

The most obvious is Lake Chelan, but also included are the smaller lakes and the Columbia River. These bodies of clean water, coupled with the hot, dry summer weather, provide for numerous water sports like boating, water-skiing, sailing, wind surfing, swimming, scuba diving, and sun bathing. There is also excellent trout, bass, and salmon fishing year round. (City of Chelan, 2011) ~~(City of Chelan, 2011)~~

The mountains that line both sides of the lake range from over 9,000 feet high to 700 feet at the Columbia River. Coupled with the warmer weather, there is hiking, camping, horseback riding, sight-seeing, mountain biking, hunting, dirt bike riding, and many more outdoor opportunities. In the winter, because of the cold weather and deep, dry snow conditions, there are excellent opportunities for all types of skiing. Snowmobile trails have been developed and are groomed

every year for hundreds of miles of great snowmobiling (City of Chelan, 2011) ~~(City of Chelan, 2011)~~.

The thermals that blow up Chelan Butte have hosted many world and national hang gliding and parasailing events. With development of access to the top of the Butte, parking, launches and other facilities, the Sky Park is now renowned as one of the best hang gliding areas and facilities in the world. (City of Chelan, 2011)

The clear, warm weather from March through October, coupled with sandy loam soil, abundant water and spectacular views, host excellent golf opportunities in the lower valley. The weather conditions, excellent soils, and abundant water also provide ideal orchard growing conditions. (City of Chelan, 2011) ~~(City of Chelan, 2011)~~

There are many more opportunities for enjoyment and recreational use provided by the natural amenities of our Valley. It is these natural amenities that make the Lake Chelan Valley so popular (City of Chelan, 2011) ~~(City of Chelan, 2011)~~.

Critical areas are protected to enhance water resources, conserve habitat, and ensure public health and safety

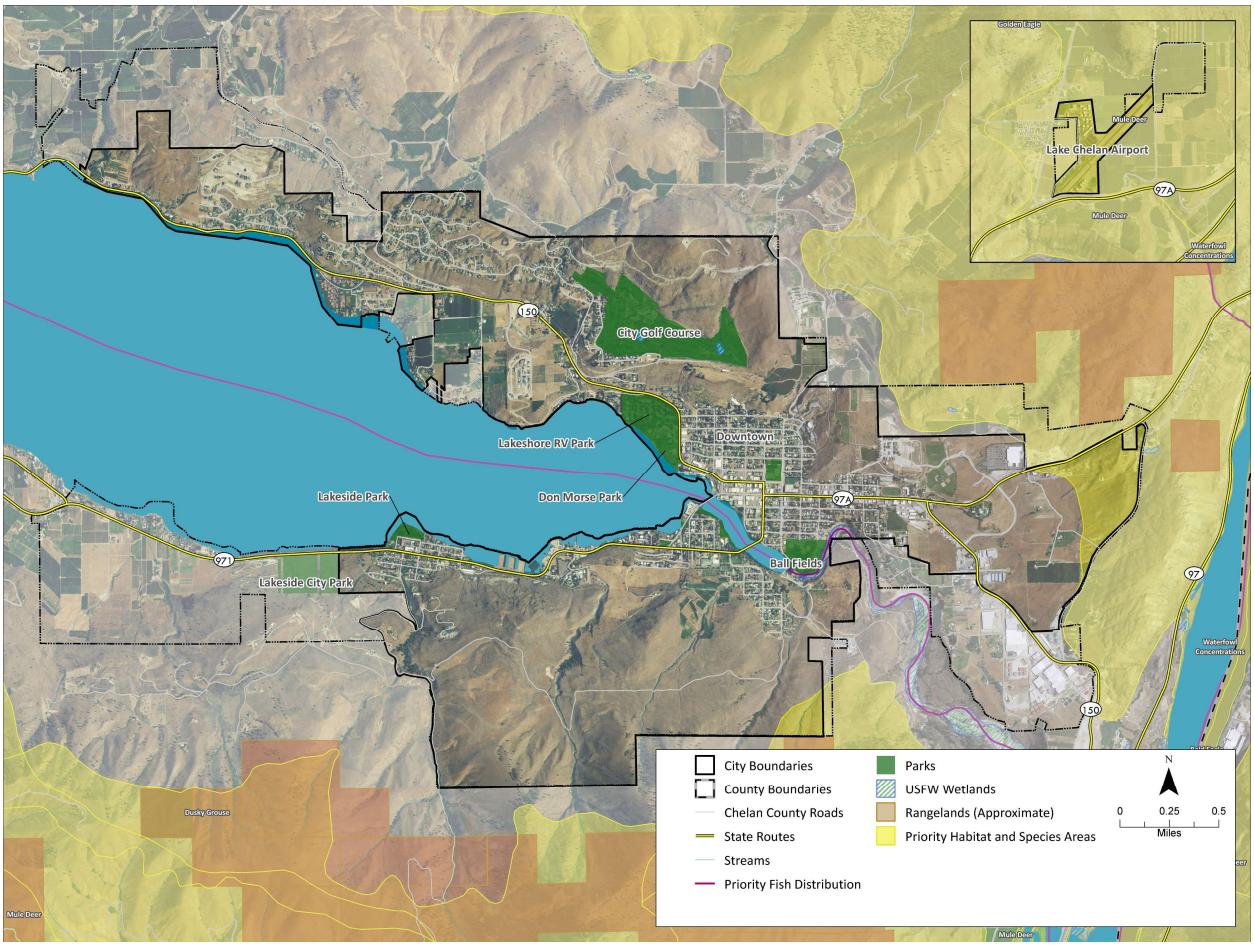
Critical areas are regulated by the Growth Management Act and counties and cities, and include the following areas and ecosystems: (a) Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas; and (e) geologically hazardous areas (RCW 36.70A.030).

The City regulates the protection of the functions and values of critical areas and public health and safety through its critical area regulations. Within the City limits and UGA, each of the critical areas is found though to a greater or lesser degree as described below.

Fish and Wildlife Habitat Conservation Areas: Fish and wildlife conservation areas include waters of the state, priority fish bearing rivers and lakes, and priority habitats and species including riparian vegetation and shrub-steppe lands among others. Priority fish occur in Lake Chelan and the Chelan and Columbia Rivers. Intermittent and perennial streams have also carved ravines in the city. See Exhibit 0-4~~Exhibit 2-4~~ and Exhibit 0-5~~Exhibit 2-5~~.

Chelan Wildlife Area South of City, WDFW

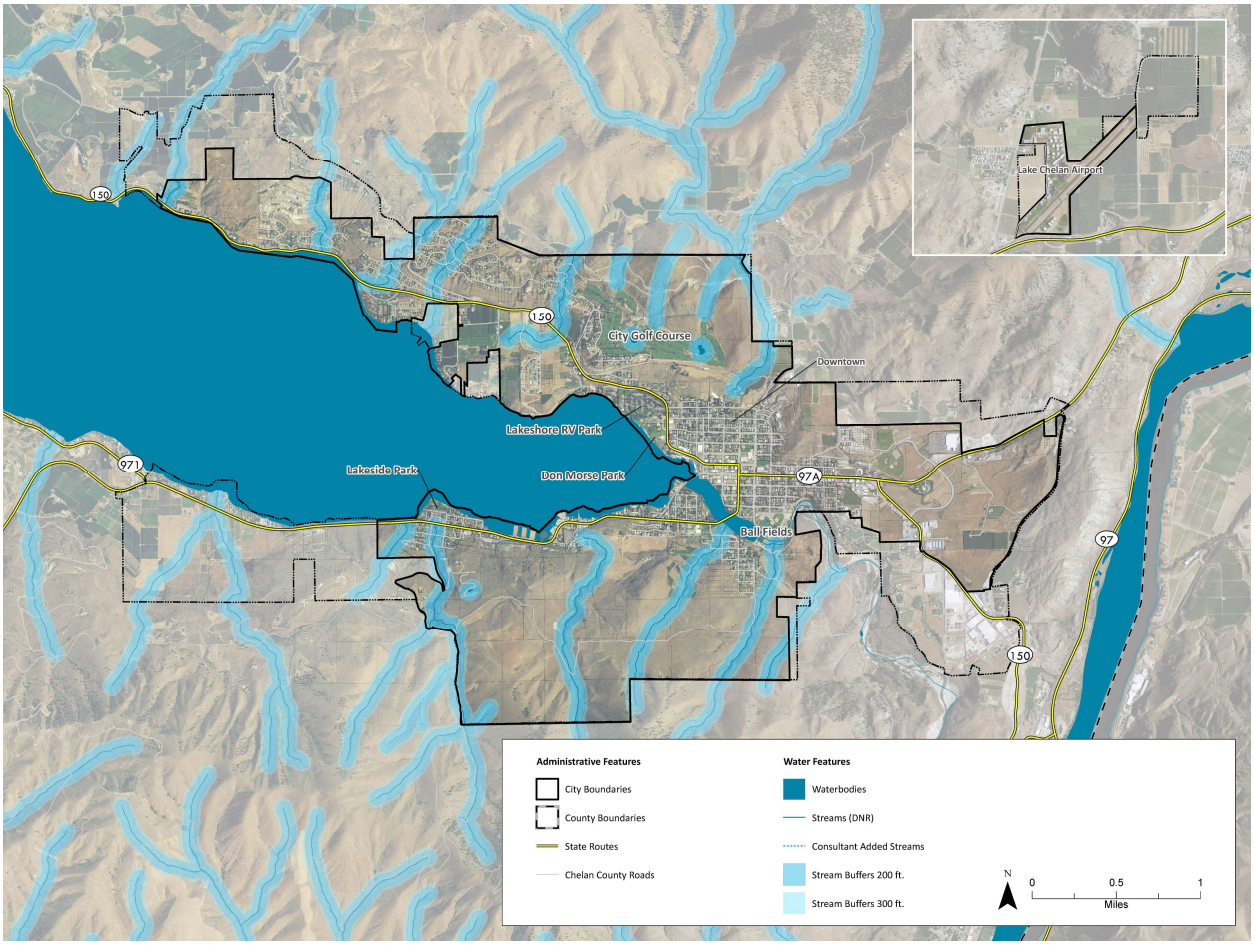
Exhibit 0-4. Fish and Wildlife Habitat



Source: Washington Department of Fish and Wildlife (WDFW), 2014); BERK, 2014 and 2017.

Mapped Areas of mule deer are noted in east Chelan and the Columbia River. See Exhibit 0-4~~Exhibit 2-4~~. Mapped areas of Dusky Grouse and mule deer touch the Butte and the wildlife refuge south of the city. The Chelan Butte Wildlife Refuge is a 12,000-acre game refuge managed by the Washington State Department of Fish and Wildlife (WDFW) south of the city limits and is inhabited by game birds and occasionally migrating big game animals.

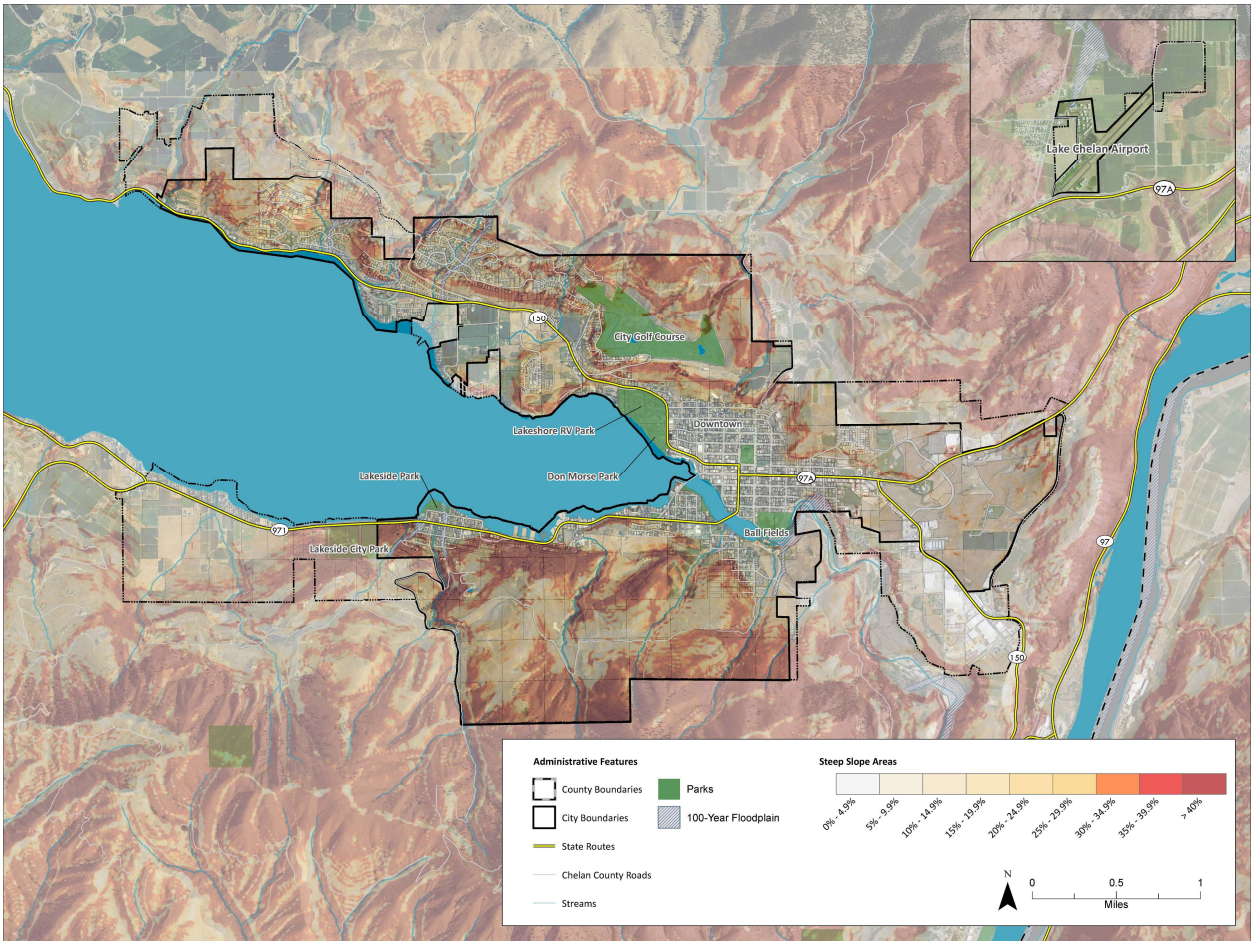
Exhibit 0-5. Streams and Ravines



Sources: Washington Department of Natural Resources 2014, RH2 2017, BERK 2017

Geologic Hazards: Geologic hazards include areas susceptible to erosion, sliding, earthquake, or other geological events. Much of the City's steep slopes are subject to erosion.

Exhibit 0-6. Steep Slopes in 5 Percent Increments



Source: University of Washington, BERK Consulting 2017

Note: The steep slopes shown were generated by using geographic information system software to convert a digital elevation model (DEM). The DEM was created from satellite imagery of the area and was taken in 10-meter resolution.

Wetlands: Wetlands are fragile ecosystems which assist in the reduction of erosion, flooding, and ground and surface water pollution. Wetlands also provide an important habitat for wildlife, plants, and fisheries. (City of Chelan, 2011). Wetlands are mostly mapped along the Chelan River though mapping may not be complete; see Exhibit 0-4~~Exhibit 2-4~~ for mapped wetlands. See also the Existing Conditions Report 2017 under separate cover.

Frequently Flooded Areas: The presence of the Lake Chelan hydroelectric dam limits the flooding hazard along the main lake valley. The presence of numerous hydroelectric dams along the Columbia River also limits flooding on this system. The possibility of flash flooding is a factor for the many smaller drainages and tributaries at lower elevations in the basin (City of Chelan, 2011). The

City and its UGA do not contain mapped channel migration zones or floodways; potential areas of 100-year floodplain lie along the Chelan River, where the City applies standards for building and site development to avoid impacts. See Exhibit 0-4~~Exhibit 2-4~~ for mapped floodplains.

Aquifers: Ground water is replenished from precipitation and surface water filtering through the ground to aquifers. The ground where this filtering process takes place is called an aquifer recharge area. Aquifer and wellhead mapping for the lower lake vicinity shows surficial alluvial geology along the southshore, areas west and north of Lord Acres, and lands along the Columbia River. There are wellhead protection areas based on travel time of pollutants to groundwater sources in downtown, east Chelan and the southshore. See the Existing Conditions Report 2017 under separate cover.

Shorelines are highly used and managed

Both Lake Chelan and the Chelan River are shorelines of statewide significance per the Shoreline Management Act (SMA).

The City adopted its Shoreline Master Program (SMP) in accordance with the SMA in the mid-1970s and most recently updated it in 2016. The SMP addresses water-oriented uses, residential uses, public access and ecological protection.

SMP goals and policies are considered an element of the Comprehensive Plan and SMP regulations are considered part of GMA development regulations. The SMP goals and policies are incorporated by reference into this Comprehensive Plan.

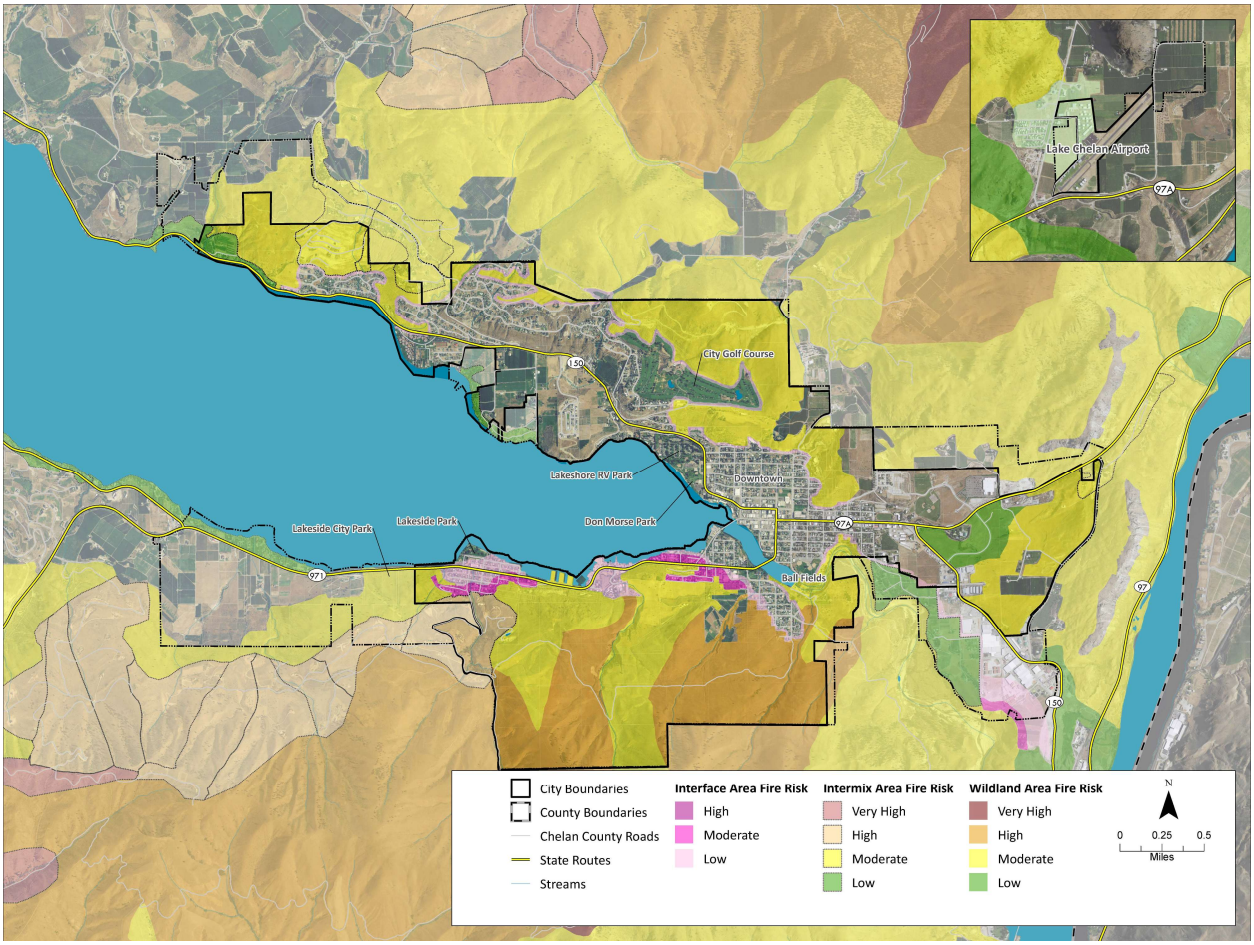
Chelan has a wildland interface and is prone to wildfire risk

In 2016, a Community Planning Assistance for Wildfire assessment and recommendations were developed **Invalid source specified.**~~(Wildfire Planning International and Wildland Professional Solutions, 2016)~~. The study noted the recent and ongoing risk of fire in Chelan:

> *The eastern slope of the Cascade mountain range in Washington has recently seen a number of detrimental wildfires impacting numerous communities. In 2015, the City of Chelan was significantly affected by the Chelan Complex fires that destroyed homes and businesses within the City and urban growth boundary, severely disrupting the economy. While the 2015 Chelan Complex fire was the most destructive, the Chelan area has a long history of wildfire and will continue to be prone to wildfire events in the future.*

Mapped risks are illustrated in the figure below based on FireSheds that "tend to correlate to the vegetation and the directions that fires will burn in the absence of wind" and based on the relative amount of built environment (structures, roads) versus wildland fuel. Generally sloped areas to the north and south of developed areas have a moderate to high negative impact on wildfire risk due to the presence of fuel and structures that could be impacted.

Exhibit 0-7. Wildfire Risk in Chelan



Source: Anchorpoint, National Hazard and Risk Model (No-HARM), 2016; BERK 2017

Note: The 2025 Chelan County Community Wildfire Protection Plan (CWPP) Update provides updated wildfire risk assessment data, WUI delineation, and mitigation recommendations that supersede the 2016 Anchorpoint/CPAW assessment referenced above. See the Climate Change and Resiliency Element (Chapter 10) for updated wildfire policies.

Based on the 2016 assessment, nine recommendations were developed for the City to consider to promote wildfire risk reduction:

1. Create a Wildfire Steering Committee
2. Create a Community Wildfire Protection Plan
3. Adopt a Wildland Urban Interface (WUI) Code
4. Revise landscaping requirements to promote wildfire safety
5. Adopt regulations to address critical facilities and utilities
6. Adopt a Flammable Materials Code in the Warehouse District
7. Integrate wildfire areas into other environmental planning objectives
8. Encourage educational opportunities in the development process

9. Strengthen and enforce nuisance provisions

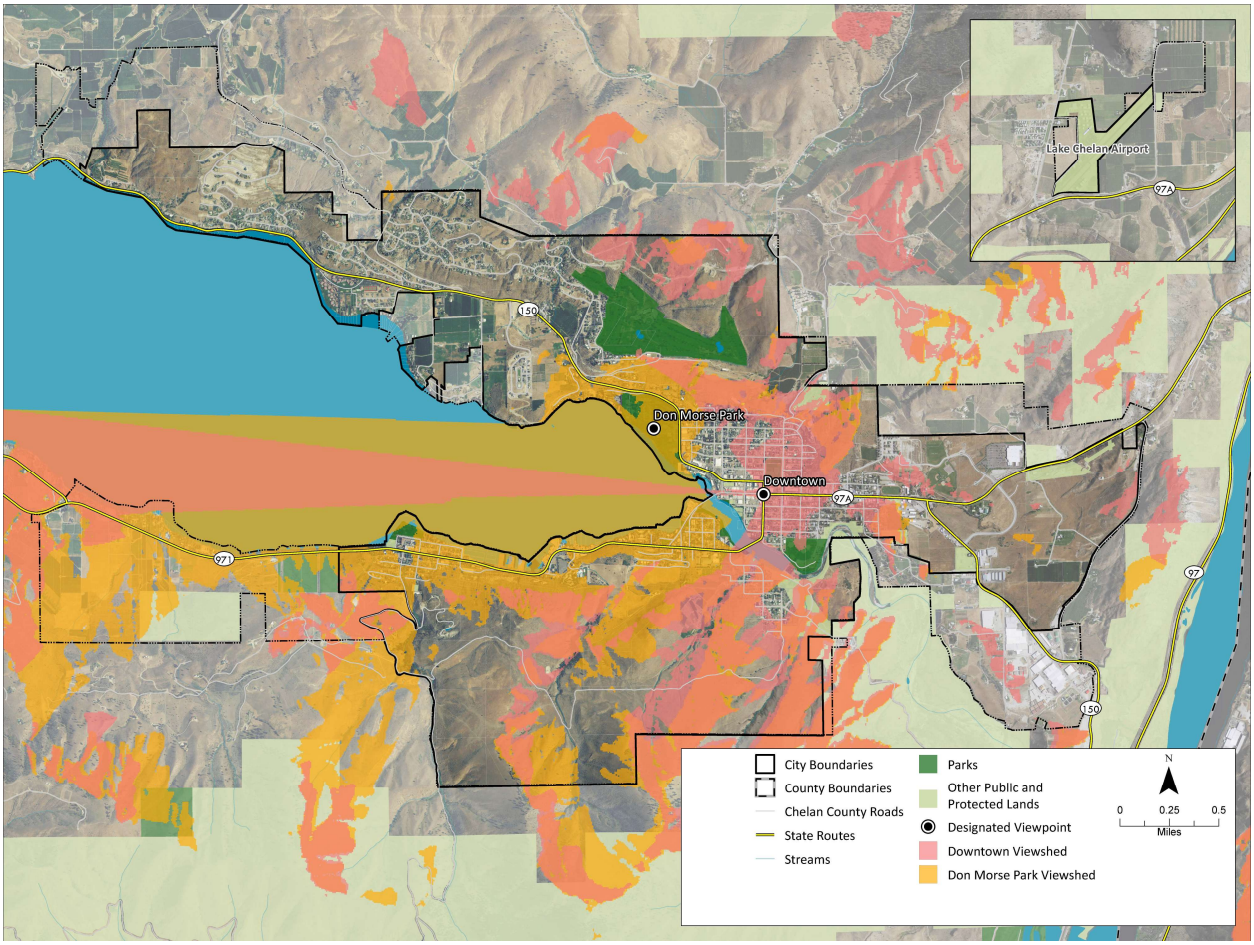
Chelan has extensive iconic views from public places

The City and UGA is defined by its beautiful natural setting and small town charm including a vibrant, historic, and walkable downtown. This connection between the natural and built environments affords opportunities for iconic views of the landscape from public spaces including parks, streets, and open spaces. Impacts to iconic views may occur from a structure or other feature physically blocking the view from a public space or from development occurring in the viewing area such as on the hillsides north and south of the lake.

Views towards the lake and surrounding hillsides were analyzed in Google Earth as shown in Exhibit 0-8~~Exhibit 2-8~~. The pink shading identifies areas that are visible from the view location in Downtown and takes into consideration existing buildings that partially block views. The building height limit of 2-stories along E Woodin Ave in the Downtown core will minimize future view impacts from development. Four-story development has the potential to block views from public streets towards the lake and hillsides along the Manson Highway.

Areas visible from Don Morse Park are shown in orange as shown in Exhibit 0-8~~Exhibit 2-8~~. The Butte is largely undeveloped and abuts public lands to the south. Development on the Butte could impact views particularly from public views at Don Morse Park. The north side of the lake is already more developed and less visible from this location.

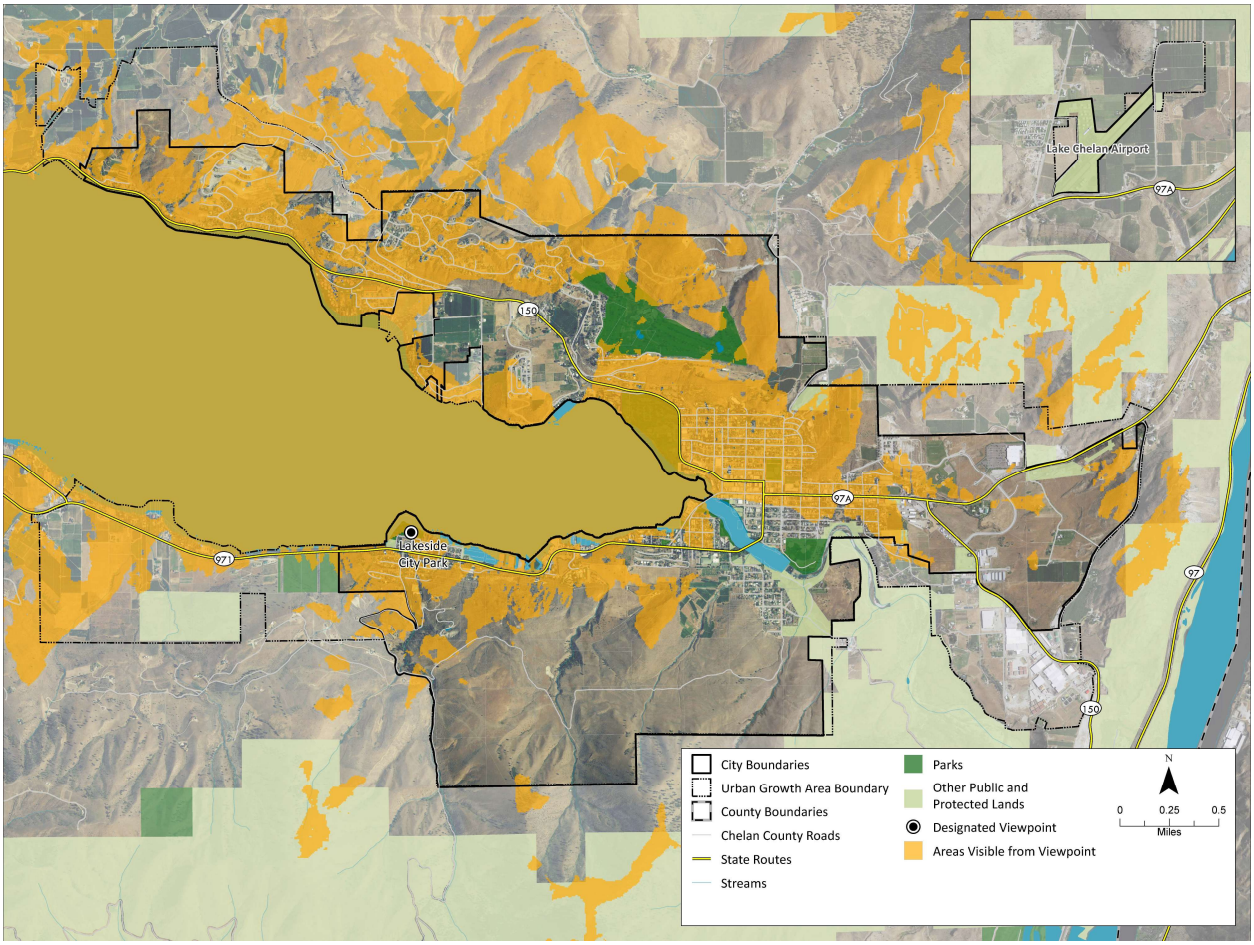
Exhibit 0-8. Viewsheds Downtown and Don Morse Park to Lake Chelan



Source: Google Earth, 2017; BERK 2017

Views from Lakeside Park are shown on the following map and show visible areas towards the Northshore, downtown and community gateways.

Exhibit 0-9. Views from Lakeside Park

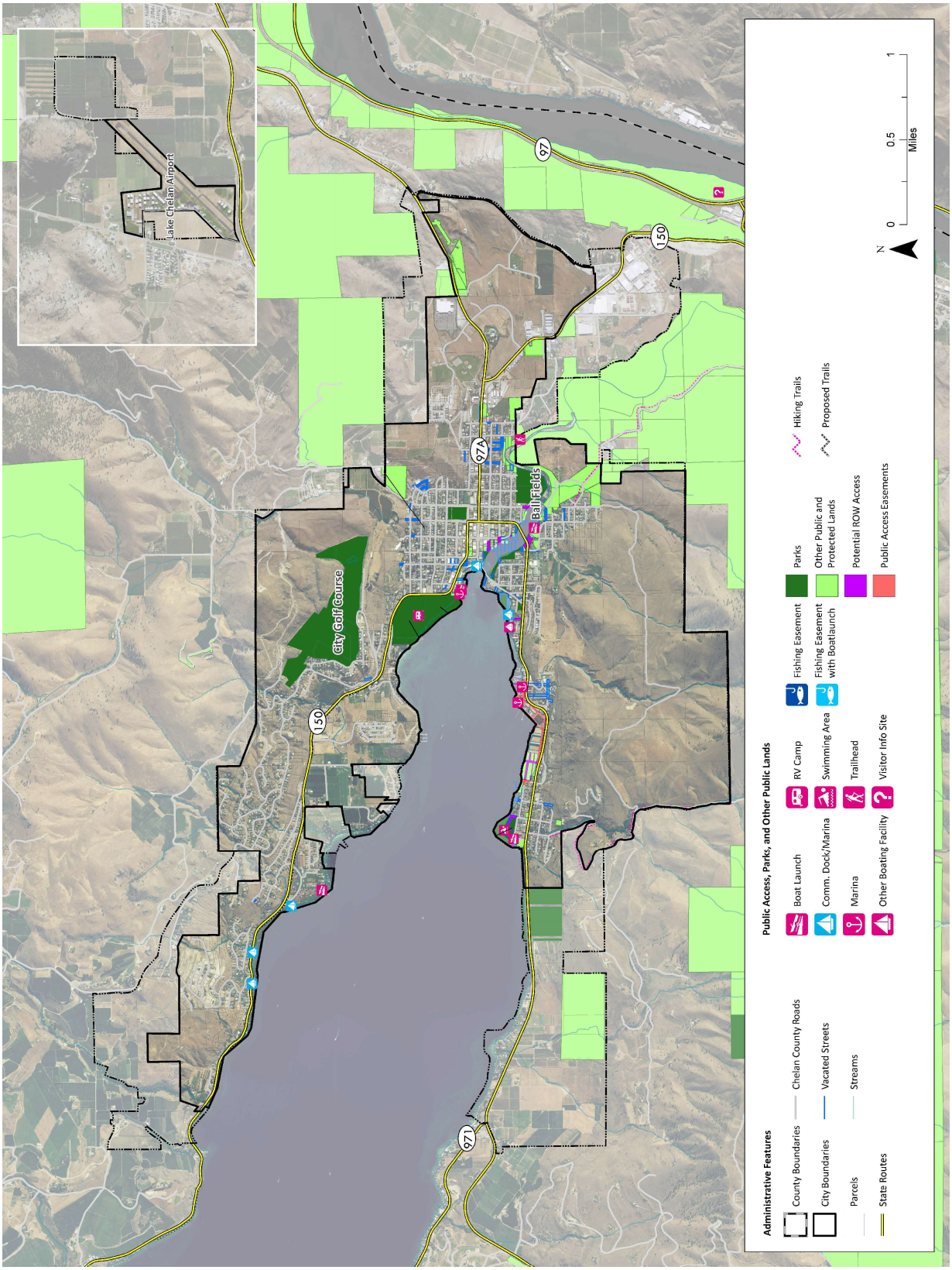


Source: Google Earth, 2017; BERK 2017

Open space and recreation opportunities are important to residents and tourists

Open space and recreation are valuable components of both the aesthetic character and the economy of the City. Both residents and tourists benefit from the recreational opportunities and the natural amenities of the area. The Open Space map (Exhibit 0-10~~Exhibit 2-10~~) shows the locations of all open space land, consisting of recreational facilities, Lake Chelan Municipal Golf Course, and parks, within the City. It also shows public lands owned by other entities, and public access easements.

Exhibit 0-10. Open Space Map and Public Access


Lake Chelan Airport
City Golf Course
Ball Fields
97
150
97A
971
N
0
0.5
1
Miles
Administrative Features
County Boundaries
City Boundaries
Parcels
State Routes
Chelan County Roads
Vacated Streets
Streams
Public Access, Parks, and Other Public Lands
Boat Launch
Comm. Dock/Marina
Marina
Other Boating Facility
RV Camp
Swimming Area
Trailhead
Visitor Info Site
Fishing Easement
Fishing Easement with Boatlaunch
Parks
Other Public and Protected Lands
Potential ROW Access
Public Access Easements
Hiking Trails
Proposed Trails

Source: City of Chelan, BERK 2016 and 2017 (Note: Updated land capacity data available in 2025 LCA by Points Consulting)

Chelan's current land uses are varied but residential, undeveloped, and agricultural lands predominate

Most of the land in the city limits and UGA is in use for residential purposes. Much of it is undeveloped or in agriculture or other resource land use. See Exhibit 0-11~~Exhibit 2-11~~.

Exhibit 0-11. Current Land Uses per County Assessor Parcel Records

~~2017 Planning Area~~Chelan Planning Area

Current Uses Compilation	City	UGA	Grand Total	Percent
Agriculture	92.0	245.5	337.5	6%
Other Resource Production	83.3	38.3	121.6	2%
Commercial	188.7	75.0	263.7	5%
Industrial	8.8	15.2	24.0	0%
Civic/Institutional	10.0	-	10.0	0%
Public	153.8	14.8	168.6	3%
Utilities	5.9	2.6	8.4	0%
Recreation	169.5	-	169.5	3%
Residential, Detached	1,565.6	958.1	2,523.7	48%
Residential, Multifamily	15.5	-	15.5	0%
Residential, Other	109.1	79.8	188.9	4%
Residential, Vacation and Cabin	81.0	5.0	86.0	2%
Undeveloped	1,221.9	95.6	1,317.6	25%
Unknown	4.2	-	4.2	0%
Grand Total	**3,709.3**	**1,530.1**	**5,239.3**	**100%**

Source: Chelan County Assessor, 2017; BERK, 2017.

A more detailed breakdown of current land uses by zoning district is provided in the Existing Conditions Report (2017). In all zones, there is a relatively high percentage of residential uses, even in lands proposed for commercial, industrial, or other non-residential purposes.

Chelan has sufficient land capacity to meet future growth allocations and community housing and job needs

To help appropriately size the UGA, the City has developed a land capacity methodology that estimates vacant and undeveloped land such as agriculture that could be converted to residential or employment uses. Deductions are taken for unbuildable critical areas, rights of way and public uses, and market factors (not all property owners want to change). See the Existing Conditions Report (2017) and Appendix C for more information.

Land Use and Zoning Capacity

~~Based on the Future Land Use and Zoning Map included in this Comprehensive Plan, there would be a dwelling and population capacity about 1,327 dwellings and 3,117 population, ample still to meet the City's growth planning assumptions as well as the County's allocated target.~~The 2025 Land Capacity Analysis (LCA) prepared by Points Consulting evaluates vacant, redevelopable, and underutilized parcels across six zones within the City and UGA. The updated LCA should be referenced for current land supply figures that reflect the 2026–2046 planning horizon and the OFM medium series population allocation of 5,201 total UGA population.

Exhibit 0-12. Dwellings and Population Capacity: 2017 (see 2025 LCA for updated figures)

[NOTE: The capacity figures in the table below are from the 2017 Land Capacity Analysis (BERK) and are superseded by the 2025 Land Capacity Analysis (Points Consulting). The 2025 LCA uses updated zoning densities, including the Apple Blossom Multifamily (ABMF) designation at 24 du/acre, and evaluates land capacity for the 2026–2046 planning horizon. Recommend replacing this table with 2025 LCA data or deleting entirely with cross-reference to the LCA.]

	R-L	R-M	DMR	SUD	T-A	Total
Permanent Dwelling Units						
City	314	458	106	56	52	986
UGA	188	28	-	125	-	341
City and UGA Total	502	485	106	181	52	1,327
Permanent Population						
City	739	1,075	249	131	123	2,316
UGA	442	66	-	294	-	801
City and UGA Total	1,181	1,141	249	424	123	3,117

Note: Figures are rounded from fractional numbers.

Source: BERK, 2017

~~The above analysis subtracted seasonal unit occupancy. Summing the seasonal unit estimates deducted in the land capacity method, there is room for 756 seasonal units (less on the Butte with reduced dwellings and deduction of discount factors per the City's land capacity method). Since this deducts critical areas and roads and market factors, it is lower than the maximum the code would allow.~~

Challenges and Opportunities

Respecting the wildland interface

Chelan's steep slopes and wild landscapes of the Butte interface with residential and employment structures and public facilities and roads, producing a wildfire risk. Updated policies promote wildfire risk mitigation and require new implementation codes.

Chelan Complex fire effects on Chelan Fruit in Industrial Area Good Fruit Grower Magazine, November 17. 2015

Protect iconic views and allow sensible development

~~The city limits particularly, as well as the UGA, have grown faster historically than projected by the County for the year 2037. Managing growth will be important to achieving a balanced approach to conservation and opportunities for housing and jobs.~~

~~The City has sufficient residential land capacity to meet either its population growth target or growth at historic trends. This is true with the 2017 Future Land Use Map and Zoning. Seasonal housing capacity is also available. The City's choices about UGA boundaries and land use patterns will be driven by Chelan's local vision.~~

The natural, recreation, and tourism amenities afforded to Chelan residents and visitors are valued by the community. Comprehensive Plan Update policies and new zoning code regulations should seek to protect iconic views and critical areas while allowing for development that conserves the landscape and stewards important natural resources. Particular areas of focus include:

- The Butte land use patterns and development regulations in relation to critical areas, wildland interface, and views; and
- Downtown and multi-family zone building heights.

Policies and development standards regarding height, density, grading and fill, site design, architecture, and landscape design could minimize view impacts.

Provide more affordable and diverse housing opportunities

As noted in the Housing Element, the City's households have gotten smaller and there is a high percentage of both retirees and children, requiring opportunities for housing variety over the 20-year planning period through the Land Use Plan and zoning.

Additionally, there is also a low vacancy rate for ownership and rental housing, increasing housing costs for permanent residents, and a strong demand for seasonal units.

Focusing the growth of seasonal units in locations that avoid impacting permanent residents' stability and quality of life will be important. Additionally, creating stable and affordable residential

neighborhoods for the next generation of Chelan children to stay in the community are considerations for the Land Use Element.

Support a diverse and growing economy

The City has land capacity for employment uses. Consistent with the Economic Development Element, attracting health care service jobs as well as manufacturing, agriculture, and tourism jobs are important to permanent residents, business owners, and visitors alike. Affordable workforce housing is particularly important to support businesses with a need for year-round and seasonal workers.

Conserve Chelan's agricultural vistas and reinforce agri-tourism

Chelan's northshore and southshore gateways are characterized by vineyards and orchards, and showcase Chelan as a wine and tree-fruit center. Allowing agri-tourism uses and applying lower densities and requiring clustering can help support Chelan's heritage and character and support the local economy. This area can also serve as a transitional or urban separator feature abutting rural lands.

View from Benton Wineries Properties to Lake, BERK 2017

Promote infill development in Chelan's downtown to help focus growth where services are available and to conserve views

To date, the City has grown in a pattern of lower densities at gateways and hillsides and greater densities at the lakeshore and downtown. To continue an efficient land use pattern and promote conservation of natural resources and iconic views, it is important to offer incentives as well as regulations to achieve more housing and businesses downtown where there are services, transportation options, and recreation amenities.

Based on the Future Land Use Plan there could be conversion of current undeveloped and underutilized land to other higher intensity uses. As conversion occurs to planned uses, it is important to provide basic regulations addressing height, landscaping, and design to achieve development that respects Chelan's character.

Our Land Use Plan

Chelan's Future Land Use Plan is a central component of the Comprehensive Plan. The Future Land Use Plan supports a diversity of residential densities, commercial and tourism enterprises, recreation activities, agricultural uses, industrial operations, and public uses. It recognizes existing vital uses and provides additional opportunities to add housing, jobs, recreation, and other uses consistent with the community's Vision Statement.

Exhibit 0-13~~Exhibit 2-13 shows a conceptual land use plan with the 2016 designations, and ideas for responding to the conditions and trends both on the map and in policies and code much of which was reflected in the 2017 Comprehensive Plan.~~

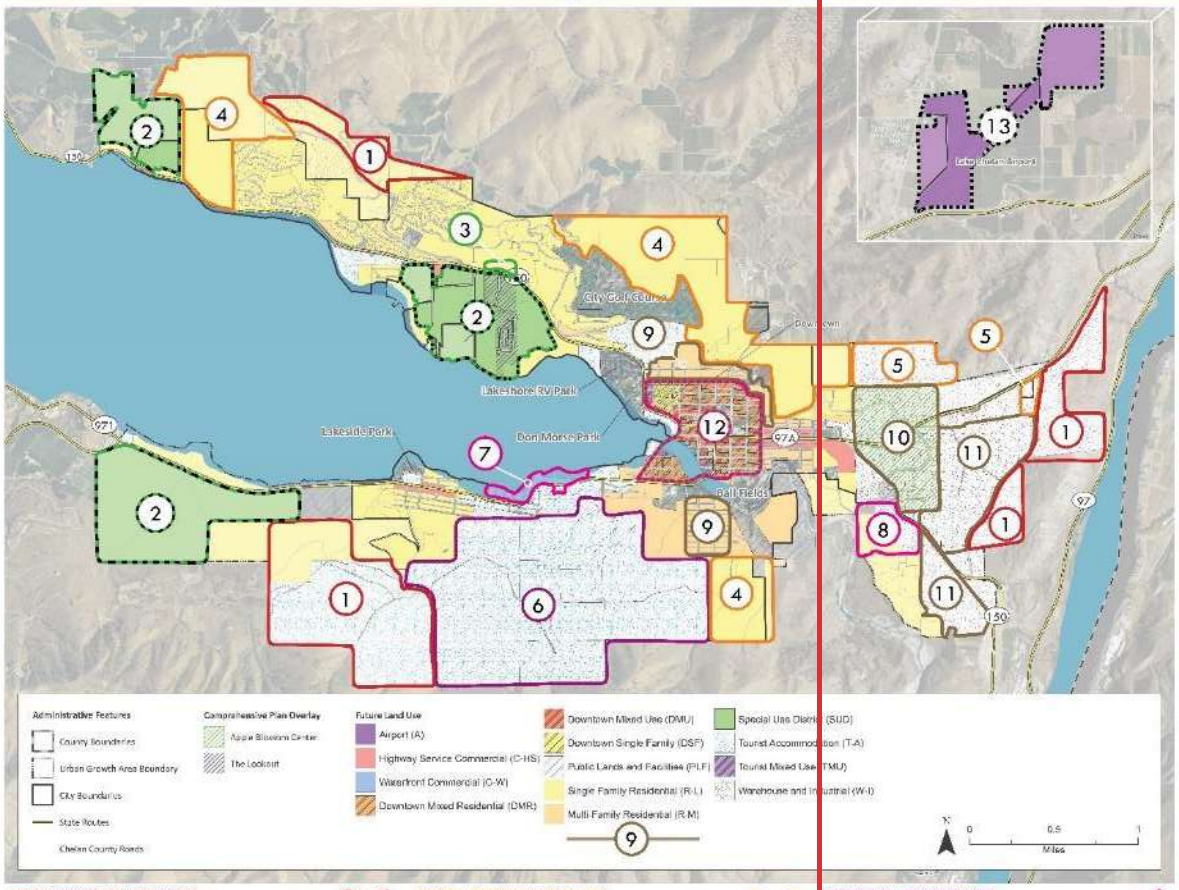
Vision Connection

The Land Use Element has a central role to play in defining land use designations and policies that:

- Promote a small-town charm, and walkable downtown,
- Promote recreation and conserve open spaces,
- Encourage agri-tourism and wineries, and conserve agricultural vistas,
- Create a pattern of growth sensitive to critical areas, wildland interface, and views,
- Promote tourism and expand a base of diverse, next generation jobs, and
- Encourage a spectrum of housing choices.

Exhibit 0-13~~. Future Land Use Plan 2016 with Change Proposals 2017~~. Adopted Future Land Use Plan

Land Use Change Proposals



Areas of Potential Change

1. Remove from UGA.
2. SUD amended to allow more agri-tourism, retain open space, and promote character of gateways.
3. Change from RL to SUD.
4. Amend R-L to require clustering and special grading and building standards to address slopes, WUI, views.
5. Consider Change from W-I to R-L.
6. Amend TA to require clustering and special grading and building standards to address slopes, WUI and views.
7. Waterfront Commercial-Allow Water Transport Hub.
8. Consider rezoning R-L to W-I and Amending W-I to allow Commercial-Industrial
9. Downtown: Consider DMR or DSF. South Chelan: consider changing R-M height or change to DMR. All R-M: Consider changing all R-M to DMR.
10. Allow Multifamily in Apple Blossom Development Agreement.
11. Consider rezoning some of this area to R-M for housing or change use allowances of W-I if limited to seasonal workforce housing.
12. Infill promotion downtown and neighborhood protection.
13. Review airport uses in zoning code.

URBAN GROWTH AREA PROPOSALS
1) Chelan is considering removing some sections of its Urban Growth Area (UGA) that are more challenging areas to provide city services.

SPECIAL USE DISTRICT PROPOSALS
2) These proposals would amend the SUD to increase agri-tourism uses, and allow lower density resort and residential uses, while conserving agricultural views as a part of Chelan gateways and identity as a wine region. 3) SUD expands slightly.

FOOTHILL RESIDENTIAL PROPOSALS
4) Foothill Residential proposals would amend the R-L zone to promote clustering and grading that respects natural land contours, addresses Wildland and Urban Interface (WUI) principles for building and access, and conserves iconic views. 5) In east Chelan, R-L is considered in place of W-I.

TOURIST ACCOMMODATION FOOTHILL PROPOSALS
6) This proposal would amend the T-A zone, to require clustering or special building standards to ensure natural landforms, WUI best practices, and iconic views are respected.

COMMERCIAL AREA PROPOSALS
7) Strengthen Chelan's working waterfront by allowing a water-based transport hub (e.g. float planes and boats). Expand C-W instead of T-A south to match existing uses. 8) Allow a mix of commercial and industrial in east Chelan.

HOUSING VARIETY AND COMPATIBILITY PROPOSALS
Evaluate compatible housing options (9) along the outer edges of Downtown and South Chelan; consider citywide DMR instead of R-M. Also, consider workforce housing in Apple Blossom (10) and eastern Chelan (11) by amending or replacing W-I.

DOWNTOWN NEIGHBORHOOD INFILL PROPOSAL
12) These proposals would promote downtown infill. Options for retaining neighborhood character would also be considered.

REVIEW OF LAKE CHELAN AIRPORT LAND USES
13) This proposal would review the land use allowances on airport zoned lands.

Chelan Comprehensive Plan Update 2017: Community Outreach

February 15, 2017

Source: City of Chelan, BERK 2017

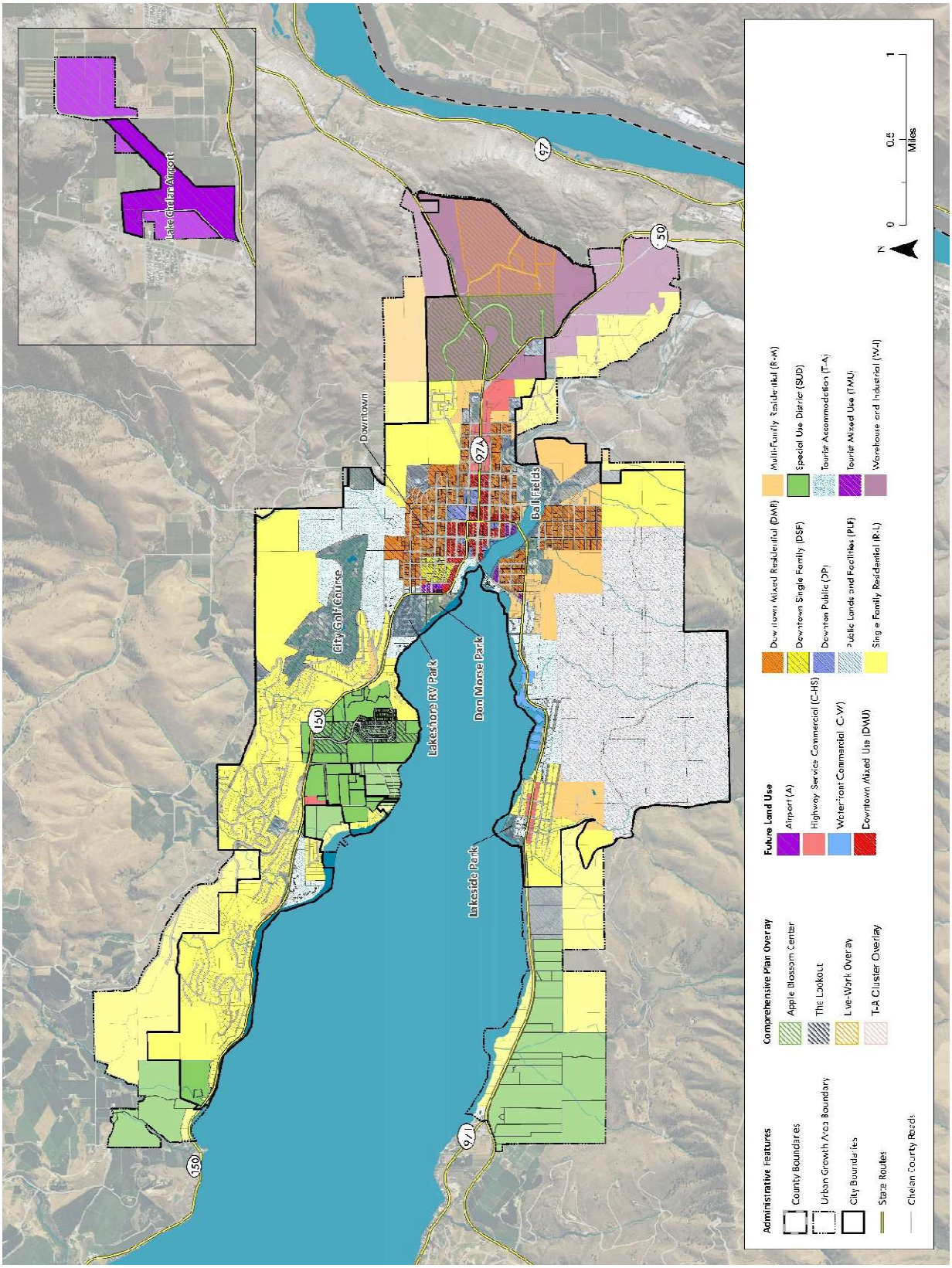
~~Exhibit 2-14 shows a table identifying the key map and policy/code proposals and the direction pursued in the 2017 update.~~

Exhibit 0-14~~. 2017 Change Proposals and Plan and Code Integration~~. Adopted Land Use Plan and Code Integration

Source: City of Chelan, BERK 2017

~~Exhibit 2-15 is the City's future land use plan developed in 2017.~~ ~~is the City's adopted Land Use Plan and Zoning Map.~~

Exhibit 0-15~~. Future Land Use Plan and Zoning 2017~~. Adopted Land Use Map ~~Plan and Zoning~~


Lake Chelan Airport
Downtown
City Golf Course
Lakeshore RV Park
Don Morse Park
Lakeside Park
Ball Fields
97
97A
150
N
0
0.5
1
Miles
Administrative Features
County Boundaries
Urban Growth Area Boundary
City Boundaries
State Routes
Chelan County Roads
Comprehensive Plan Overlay
Apple Blossom Center
The Lookout
Live-Work Overlay
T-A Cluster Overlay
Future Land Use
Airport (A)
Highway Service Commercial (C-HS)
Waterfront Commercial (C-W)
Downtown Mixed Use (DMU)
Downtown Mixed Residential (DMR)
Downtown Single Family (DSF)
Downtown Public (DP)
Public Lands and Facilities (PLF)
Single Family Residential (R-L)
Multi-Family Residential (R-M)
Special Use District (SUD)
Tourist Accommodation (T-A)
Tourist Mixed Use (TMU)
Warehouse and Industrial (W-I)

Source: City of Chelan, BERK 2017

The Future Land Use Plan and Zoning:

- Promotes mixed uses, higher densities, and infill in Downtown where there are supporting services and transportation.
- Reserves waterfront areas for water-dependent, water-related, and water-enjoyment uses as well as residential uses.
- Reinforces Chelan's agricultural heritage at gateways and within Lord Acres by providing for agri-tourism activities, allowing lower densities and clustering, and conserving agricultural vistas.
- Promotes low-density residential dwellings, seasonal housing, and tourist accommodations that are designed to respect Chelan's natural topography, environment, and iconic views.
- Supports a wide array of housing choices to fit different households' lifestyle and economic needs while reflecting enduring design quality.
- Encourages year-round family wage jobs and supporting the wine and agricultural industry in industrial areas.
- Reinforces access to the Lake and supports healthy lifestyles and Chelan's tourism base with recreation and park facilities, and public facilities that serve the community.

Based on the Future Land Use Map and Zoning, most of the City's acreage is planned for Single-Family Residential uses, with significant areas of Tourist Accommodation, Special Use District, and Warehouse and Industrial. See Exhibit 0-16~~Exhibit 2-16~~.

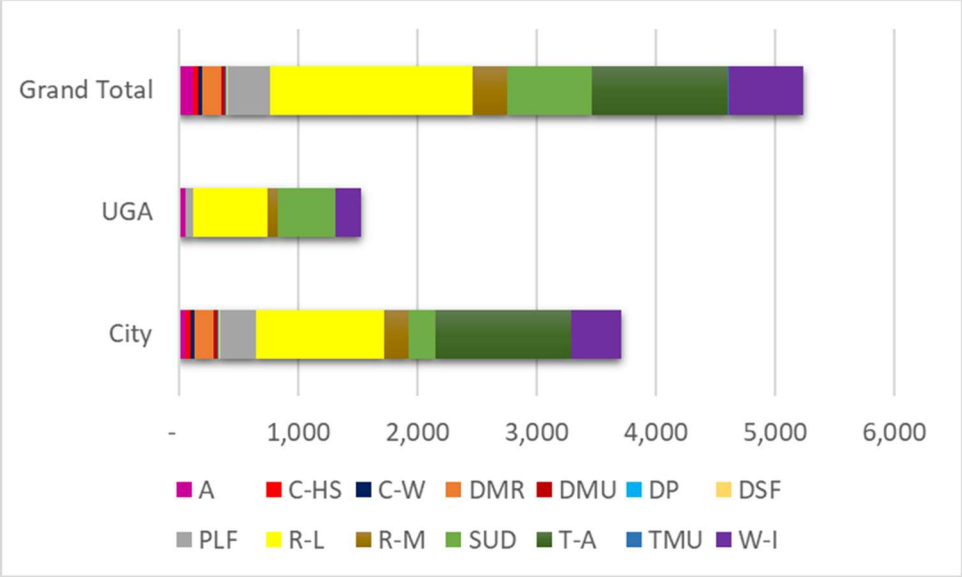
Exhibit 0-16~~. Future Land Use and Zoning 2017: Parcel Acreage~~. Land Use and Zoning: Parcel Acreage

FLU/Zone Name	FLU/Zone	City	UGA	Grand Total	Percent
Airport	A	62	62	123	2%
Highway Service Commercial	C-HS	44		44	1%
Waterfront Commercial	C-W	25	0	25	0%
Downtown Mixed Residential	DMR	163		163	3%
Downtown Mixed Use	DMU	34		34	1%
Downtown Public	DP	13		13	0%
Downtown Single Family	DSF	11		11	0%
Public Lands and Facilities	PLF	299	55	354	7%
Single Family Residential	R-L	1,067	626	1,693	32%
Multi-Family Residential	R-M	207	92	299	6%
Special Use District	SUD	225	476	702	13%
Tourist Accommodation	T-A	1,140	1	1,141	22%
Tourist Mixed Use	TMU	6		6	0%
Warehouse and Industrial	W-I	414	218	632	12%
	Grand Total	3,709	1,530	5,239	100%

Source: City of Chelan, Chelan County Assessor, BERK 2017

Total acres and acres within the city limits and UGA are visually represented by map designation colors in Exhibit 0-17~~Exhibit 2-17~~ below.

Exhibit 0-17~~. Future Land Use and Zoning 2017 Parcel Acres Graph~~. Land Use and Zoning Parcel Acres Graph



Source: City of Chelan, Chelan County Assessor, BERK 2017

Overlay districts make up a subset of the base zones illustrated above.

Exhibit 0-18. Overlay Districts: Acres

Overlay District	Acres	Base Zone	% of Base Zone
Lookout	46	SUD	7%
T-A Cluster	873	T-A	76%
Apple Blossom	175	W-I	28%
Live-work	149	W-I	24%

Source: City of Chelan, Chelan County Assessor, BERK 2017

Each Future Land Use Map and Zoning designation is listed in Exhibit 0-19~~Exhibit 2-19~~ together with maximum gross residential densities. Each designation is further described in text below the table indicating the intent, designation criteria, and primary uses.

Exhibit 0-19. Future Land Use Map Designations and Densities

Designation Name	Maximum Gross Density
Residential Designations	
Single-Family Residential (R-L)	4 du/ac. A density bonus for affordable housing is allowed.
Downtown Single-Family (DSF)	7.26 du/ac
Downtown Mixed Residential (DMR)	No limit. Density effectively limited by height and other development standards.
Multi-Family Residential (R-M)	Residential density shall not exceed 18 residential dwelling units per acre.
Mixed Use and Commercial Designations	
Special Use District (SUD)	Gateways: 1 du/5 acres; 1du/acre if clustered with majority of land conserved in open space. Lord Acres: 1 du/5 acres; 3 du/acre if clustered with majority of land conserved in open space. A density bonus is allowed where more open space is provided or where affordable housing is provided.
Downtown Mixed Use (DMU)	No limit. Density effectively limited by height and other development standards.
Tourist Mixed Use (TMU)	No limit. Density effectively limited by height and other development standards.

Designation Name	Maximum Gross Density
Tourist Accommodations (T-A)	8.7 du/ac for single-family detached dwellings and eighteen (18) dwelling units per acre for all other forms of dwellings on T-A lands fronting state highways. A density bonus for affordable single-family housing is allowed. See Overlay for clustering on Butte.
Highway Service Commercial (C-HS)	8.7 du/acre
Waterfront Commercial (C-W)	Not applicable
Industrial and Airport Designations	
Warehousing and Industrial District (W-I)	8.7 du/acre
Airport (A)	Not applicable
Public Designations	
Public Lands and Facilities (PLF)	Not applicable
Downtown Public	Not applicable
Overlay Designations	
Planned Development District (PDD) Overlay	Uniquely determined through PDD process and any associated development agreements, where applicable.
Apple Blossom PDD	~~8.7 du/ac~~ 24 du/ac maximum; 720-unit cap. Micro units and cottages count at half-density. Per Second Amendment to Development Agreement (Ord. 2025-1640).
The Lookout PDD	6 du/ac
T-A Cluster Overlay	Without clustering, densities would be 1 unit per 5 acres. With clustering, gross densities would equal 1 unit per acre. Density bonuses allow densities to reach 1.5 units per acre where recreational trail connections open to general public or public amenities open to the public are provided, if greater open space is reserved above the minimum, or if affordable housing is provided. A Resort Plan that meets performance standards offers additional density (4-8.7 du/ac) and would be allowed by Conditional Use Permit.
Live-Work	8.7 du/ac
Shoreline Environment Designations	Density is same as base designation.

Residential Designations

Single-Family Residential (R-L)

Purpose: The R-L designation is intended to preserve existing housing stock and provide residential development opportunities for predominantly single-family detached dwelling units. The R-L designation promotes standards that preserve the natural landscape of hillsides and ravines and other critical areas, reduce the risk of geologic and fire hazards, and conserve designated public views.

Designation Criteria: This designation is intended to be applied in areas suitable and desirable for residential use, which are or will become developed by single-family dwellings. Lands should be adequately served at the time of development with roads, utility services and other public facilities commensurate with anticipated population and dwelling unit densities.

Principal Uses: Uses are limited to single-family residential uses, accessory dwelling units, and, under specific conditions, public service uses which are necessary to serve residential areas.

Density: Residential density shall not exceed four residential units per gross acre, except where a density bonus is offered for affordable housing. Clustering is allowed and encouraged in environmentally sensitive and hillside areas as long as the overall density is not exceeded.

Downtown Single-Family (DSF)

Purpose: The purpose of the DSF designation is to maintain the established single-family character of these areas.

Designation Criteria: Applies to areas with a predominant single-family dwelling pattern.

Principal Uses: Single-family, cottage housing, and accessory dwelling units.

Density: Maximum 7.26 units per acre.

Downtown Mixed Residential (DMR)

Purpose: The purpose of the DMR designation is to provide for a mix of residential uses that build on the established historical development patterns within the downtown area.

Designation Criteria: ~~This is applied in the Downtown Master Plan area to northern, eastern, and southern perimeter areas surrounding the DMU district where there is a mix of single family, townhouses, and apartments.~~ This is applied in the proposed Subarea Plans area (Chapter 3) to northern, eastern, and southern perimeter areas surrounding the DMU district where there is a mix of single family, townhouses, and apartments.

Principal Uses: Multi-family residential (including apartments, townhouses, triplexes, and duplexes), cottage housing, single-family, and accessory dwelling units.

Density: No limit. Density effectively limited by height and other development standards.

Multi-Family Residential (R-M)

Purpose: The purpose of the R-M designation is to provide for a mix of residential uses at a broad range of dwelling unit densities that appeal to a variety of income categories and lifestyles. R-M recognizes existing multi-family neighborhoods and offers opportunities for new housing.

Designation Criteria: R-M is applied where access, topography, and adjacent land uses create conditions appropriate for a variety of attached and detached unit types, or where there is existing multi-family development. Such lands should be adequately served at the time of development with roads, utility services and other public facilities commensurate with anticipated population and dwelling unit densities.

Principal Uses: Multi-family residential (including apartments, townhouses, duplexes, and triplexes), cottage housing, single-family, and accessory dwelling units.

Density: Residential density shall not exceed 18 residential dwelling units per acre.

Mixed Use and Commercial Designations

Special Use District (SUD)

Purpose: ~~The SUD designation is designed to: 1) support and enhance agricultural operations and their essential pastoral setting, 2) allow low impact tourist commercial and educational uses at a scale that is complementary to agricultural pursuits, and 3) provide an opportunity for lower density residential housing. Densities allowed serve as a transition from the rural area to the urban area and reinforce an urban separator character. The SUD permits clustering and planned residential developments to conserve~~ The SUD is a mixed-use designation within the UGA designed to: 1) support compatible agricultural and agri-tourism uses that contribute to Chelan's community identity and tourism economy, 2) allow low impact tourist commercial and educational uses at a scale that is

complementary to the area's character, and 3) provide an opportunity for lower density residential housing. The SUD is not a designation of agricultural lands of long-term commercial significance under RCW 36.70A.170; agricultural uses within the SUD are supported as compatible uses within the urban growth area consistent with the zone's commercial and mixed-use character. Densities allowed serve as a transition from the rural area to the urban area and reinforce an urban separator character. The SUD permits clustering and planned residential developments to conserve valuable resource and environmentally sensitive lands such as agricultural lands, steep slopes, streams and ravines, and others, while allowing for appropriate development. Where clustering is allowed, structures are concentrated on a portion of the site with the majority area conserved for resource or open space uses. The SUD includes standards that minimize farm/non-farm development conflicts, and ensures building heights and forms are visually compatible with surrounding uses.

Designation Criteria: The SUD is applied to lands with agricultural and tourism activities and low residential densities at gateways to the Chelan community. Lands in Lord Acres area are characterized by agriculture, low intensity residential, and agri-tourism uses.

Principal Uses: Agricultural resource activities, and accessory uses that support, promote, or sustain agricultural operations and production such as agricultural-tourism uses, educational uses, and low-density residential units that provide transitional densities from rural areas or are clustered to conserve land for resource production and open space purposes.

Density: In gateways, 1 dwelling unit per 5 acres without clustering, and 1 dwelling unit per 1 acre clustered to retain a majority of property in resource or open space use. In Lord Acres, 1 dwelling unit per 5 acres without clustering, and 3 units per acre clustered to retain a majority of property in open space or resource use. A density bonus is allowed where more open space is provided than the minimum or where affordable housing is provided.

Downtown Mixed Use (DMU)

Purpose: The purpose of the DMU designation is to provide for a pedestrian-oriented mix of commercial, mixed-uses, and residential uses.

Designation Criteria: The DMU designation is applied to the historic retail core along Woodin Avenue between the bridge and Saunders Street and to commercial transitional uses around the core that contain commercial, office, multi-family, and single-family uses.

Principal Uses: ~~Wide range of commercial/ retail uses that support local residents and tourists, including general retail, restaurants, banks, motels/ hotels, offices, and personal services. Also permitted: Public uses, fractional ownership condominiums, seasonal rentals, and multi-family residential (except on ground floor of designated Storefront Streets in the Downtown Master Plan and implementing zoning code regulations).~~ Wide range of commercial/ retail uses that support local residents and tourists, including general retail, restaurants, banks, motels/ hotels, offices, and personal services. Also permitted: Public uses, fractional ownership condominiums, seasonal rentals, and multi-family residential (except on ground floor of designated Storefront Streets in the proposed Subarea Plans Element (Chapter 3) and implementing zoning code regulations).

Density: No limit. Density effectively limited by height and other development standards.

Tourist Mixed Use (TMU)

Purpose: The purpose of the TMU designation is to provide for residential uses and tourist-oriented uses in a pedestrian-friendly setting.

Designation Criteria: The TMU is applied to lands along the lakefront or adjacent to parks. These properties currently contain tourist accommodations or are adjacent to such properties and can be developed compatibly for hospitality uses.

Principal Uses: Motels/hotels, restaurants, tourist-oriented retail (gift shop, bookstore, travel agency, etc.), offices, fractional ownership condominiums, seasonal rentals and multi-family.

Density: No limit. Density effectively limited by height and other development standards.

Tourist Accommodations (T-A)

Purpose: The purpose of the T-A designation is to promote lodging, resort, leisure, and hospitality uses that serve the traveling and recreation-oriented public.

Designation Criteria: This designation is intended to be applied in areas near or adjacent to Lake Chelan or other natural or recreational resources which are uniquely suited for motels, hotels, lodges and similar uses in keeping with the importance of the recreation industry to the city.

Principal Uses: Recognizing the limited amount of land available for such development, uses are limited in this district to those which provide tourist residency or are recreational in nature. Commercial buildings also can provide upstairs housing opportunities which help to make downtowns more alive, attractive, and vibrant places.

Density: 8.7 du/ac for single-family detached dwellings and 18 dwelling units per acre for all other forms of dwellings on T-A lands fronting state highways. A density bonus for affordable single-family housing is allowed.

See the T-A Overlay for densities on the Butte.

Highway Service Commercial (C-HS)

Purpose: The C-HS designation provides necessary commercial services to the traveling public and heavy commercial uses not oriented to walk-in convenience shopping. C-HS provides opportunities for vertical or horizontal mixed-use housing opportunities which help to make a more vibrant commercial district.

Designation Criteria: ~~The C-HS designation is intended to be applied to lands along principal arterials outside the Downtown Master Plan area with a character of highway-oriented commercial uses.~~ The C-HS designation is intended to be applied to lands along principal arterials outside the proposed Subarea Plans area (Chapter 3) with a character of highway-oriented commercial uses.

Principal Uses: Provide a range of high-intensity, automobile-oriented general commercial, professional services, and business services serving visitors, businesses, and residents, and relying upon the automobile as their principal source of access. Vertical or horizontal residential uses are secondary uses.

Density: 8.7 units per acre for vertical or horizontal mixed uses.

Waterfront Commercial (C-W)

Purpose: This designation provides areas on lakefront property for heavy waterfront commercial uses.

Designation Criteria: This designation is applied to properties along the Lake Chelan shoreline that function as a working waterfront with water-oriented commercial uses.

Principal Uses: Allow boat fueling and servicing, industrial docks, water-based transport hub (e.g. float planes and boats), and other uses incidental to commercial water transportation. Permit water-dependent, water-related, and water-enjoyment uses consistent with the Shoreline Master Program. Commercial activities on the ground floors with office spaces above could create unique waterfront focal points for the community. Mixed-use residential providing water dependent and public access uses are allowed per the Shoreline Master Program.

Density: 8.7 units per acre for vertical or horizontal mixed uses.

Industrial and Airport Designations

Warehousing and Industrial District (W-I)

Purpose: The W-I designation provides appropriately located areas for various warehouse and industrial uses that enhance the city's economic base, and provide jobs for residents of the area,

while at the same time ensuring a high quality of life free from excessive dust, noise, odors, smoke, heavy traffic congestion, and air and water pollution.

Designation Criteria: The W-I designation ~~is applied in areas suitable for warehouse and industrial uses which are or will be developed by industries that are not detrimental to agriculture or recreation in the Lake Chelan area and that are located outside the Downtown Master Plan area. W-I is applied to larger land holdings that are topographically level, with arterial transportation access, and where such developments can be designed in a compatible manner.~~is applied in areas suitable for warehouse and industrial uses which are or will be developed by industries that are not detrimental to agriculture or recreation in the Lake Chelan area and that are located outside the proposed Subarea Plans area (Chapter 3). W-I is applied to larger land holdings that are topographically level, with arterial transportation access, and where such developments can be designed in a compatible manner.

Principal Uses: Allow agricultural production, manufacturing enterprises, warehousing, industrial establishments, and compatible commercial services.

Conditionally allow workforce housing that is accessory to principal uses. Design and locate workforce housing to promote the health and safety of the workforce, and ensure adequate access to commercial, educational, and recreational services. Ensure location and design of workforce housing or live-work development that supports long-term industrial employment uses both onsite and offsite.

Allow live-work developments conditionally to promote opportunities for entrepreneurial activities and new economy jobs, housing ownership and rental units (e.g. for townhouses, multiplex, or cottage style units), working lands such as agriculture, and recreation opportunities.

Density: 8.7 du/acre for conditionally allowed workforce housing and live-work developments.

Airport (A)

Purpose: The Airport (A) designation allows for a variety of mixed airport type uses for the airport property including: providing the leasing of lots at the airport for hangers, helipads and possibly some light manufacturing, assembly or for business uses. Airport designation regulations discourage the siting of incompatible uses adjacent to the airport.

Designation Criteria: Applies to Chelan Municipal Airport and abutting lands within the city limits and Chelan UGA.

Principal Uses: ~~Uses necessary for airport operation such as runways, hangars, fuel storage facilities, control towers, etc. Allow commercial and industrial businesses that benefit from proximity to the airport; on private land, allow non-airport oriented commercial or industrial businesses where compatible with the City's Airport Layout Plan. Where urban services are not available, services will~~

~~have to be provided on site.~~Uses necessary for airport operation such as runways, hangars, fuel storage facilities, control towers, etc. Allow commercial and industrial businesses that benefit from proximity to the airport; on private land, allow non-airport oriented commercial or industrial businesses where compatible with the 2021 Airport Master Plan. The City is extending domestic water service to the airport and Howard Flats area, which will enable additional hangar development, light industrial uses, and economic development consistent with the Airport Master Plan's $8.1 million capital improvement program. The Airport/Howard Flats area is also identified as a candidate for affordable housing development where infrastructure can support it.

Density: Not applicable.

Public Designations

Public Lands and Facilities (PLF)

Purpose: The PLF designation promotes both passive and active recreation, and provides suitable locations for public facilities.

Designation Criteria: The designation applies to lands and facilities under public ownership and use or private institutions. The PLF is not applicable to commercial amusement parks and other such activities.

Principal Uses: This designation is suitable for such uses as wildlife refuges and sanctuaries, municipal parks, ball fields, playgrounds, and golf courses. This designation may also be appropriate for institutions that utilize play fields and/or open space as part of their normal day to day operation or landscaping. Conditionally allow special needs and affordable housing.

Density: Not applicable, except for conditionally permitted special needs and affordable housing consistent with R-M designation.

Downtown – Public

Purpose: The purpose of the Downtown-Public district is to provide for public uses within the downtown planning area.

Designation Criteria: Lands and facilities under public ownership and use or private institutions.

Principal Uses: Public facilities, including schools, parks, and City buildings/ properties.

Density: Not applicable.

Overlay Designations

Planned Development District (PDD)

The Planned Development Designation (PDD) is designed to encourage:

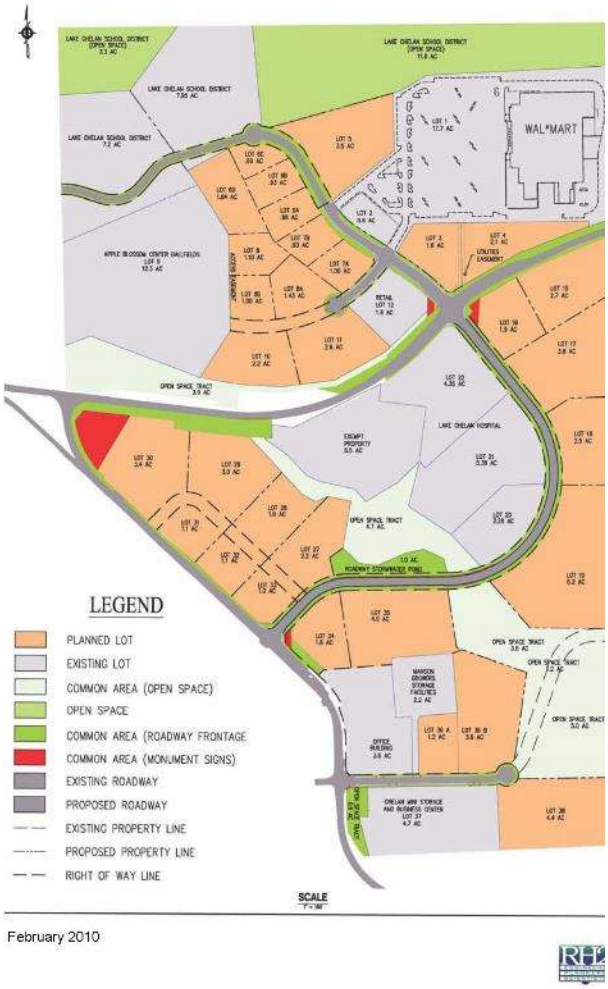
- A variety of housing types;
- Compatible mixed uses;
- Imaginative site and building design;
- Usable open space for occupants and the general public;
- Retention of significant features of the natural environment, including waterways and views;
- Efficiency in the layout of streets and utility networks and other improvements
- "Complete streets" that incorporate pedestrian, bicycling, and transit options; and
- Amenities, improvements, or project features that exceed the requirements of the zoning code.

The overlay requires that the proposed development result in a significantly higher quality of design, generate more of a public benefit, and be more environmentally sensitive than would have been the case with the use of standard development regulations, while ensuring substantial compliance with the goals and policies of the Chelan Comprehensive Plan.

Apple Blossom Center PDD

The Apple Blossom Center was approved in accordance with a PDD and Development Agreement that overlays the Warehouse-Industrial Zone. The Development Agreement contains a list of commercial, industrial, and manufacturing uses allowed. The list of commercial uses includes retail, hospitality, and services uses, as well as recreational, medical, and other uses. The Center has developed with an array of uses including retail, medical, educational, business and industrial uses.

Exhibit 0-20. Apple Blossom Center

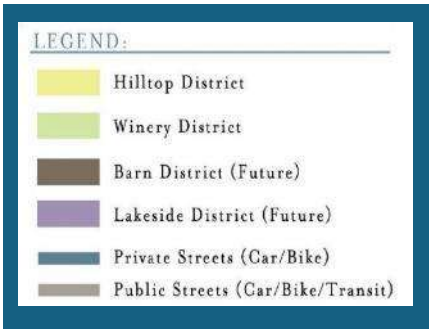


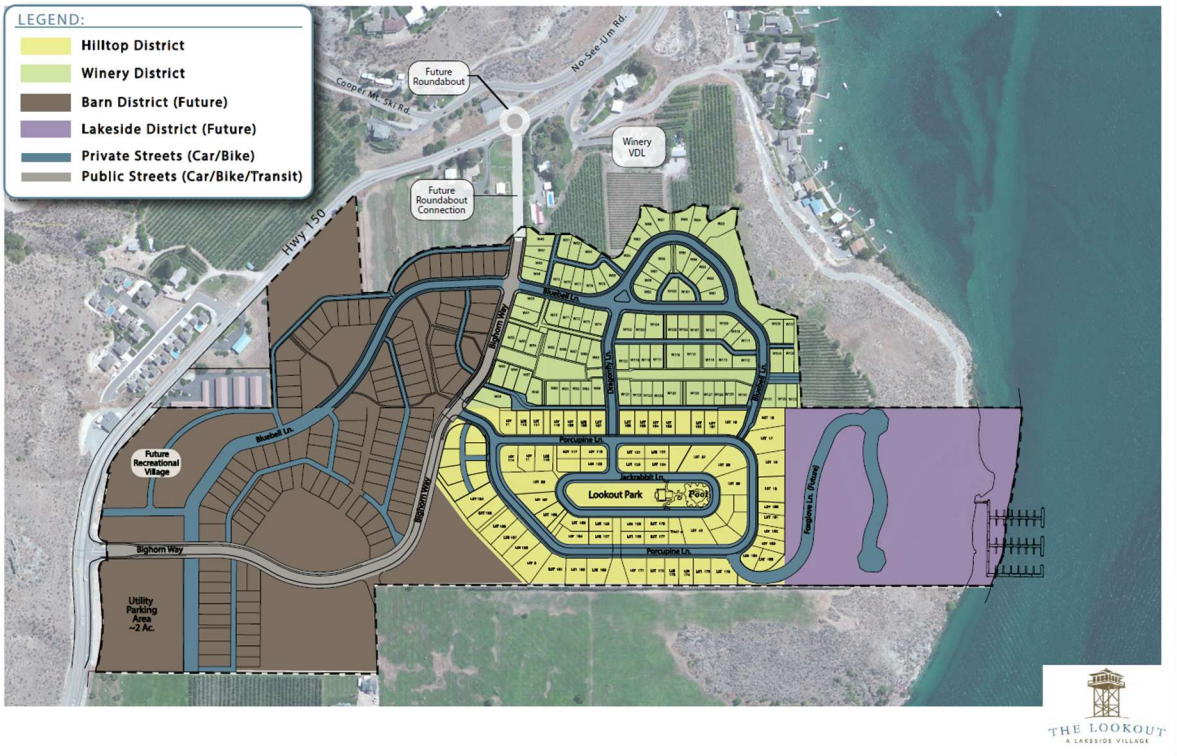
~~The development agreement approved in 2002 limits residential units without an amendment to the property zoning and development agreement. The agreement also indicates that the developer must agree to include provisions for affordable housing when an application is made to include residential uses on the property. With the 2017 Comprehensive Plan Update, policies indicate that multi-family residential is allowable and subject to amendment of the development agreement.~~The original development agreement approved in 2002 limited residential units. In August 2025, the City adopted the Second Amendment to the Apple Blossom Center Development Agreement (Ord. 2025-1640; AFN #2614186), which authorizes up to 720 multi-family dwelling units plus micro units and cottage housing. Micro units and cottages count at half-density for purposes of the unit cap. The amendment reflects development by WA Chelan Apartments (Weidner), developing in phases, and ABC Holdings developing separately. The 2025 Land Capacity Analysis designates this area as Apple Blossom Multifamily (ABMF) at a maximum density of 24 dwelling units per acre. Affordable housing provisions are required per the development agreement. See the proposed Subarea Plans Element (Chapter 3) for the Apple Blossom East subarea planning framework.

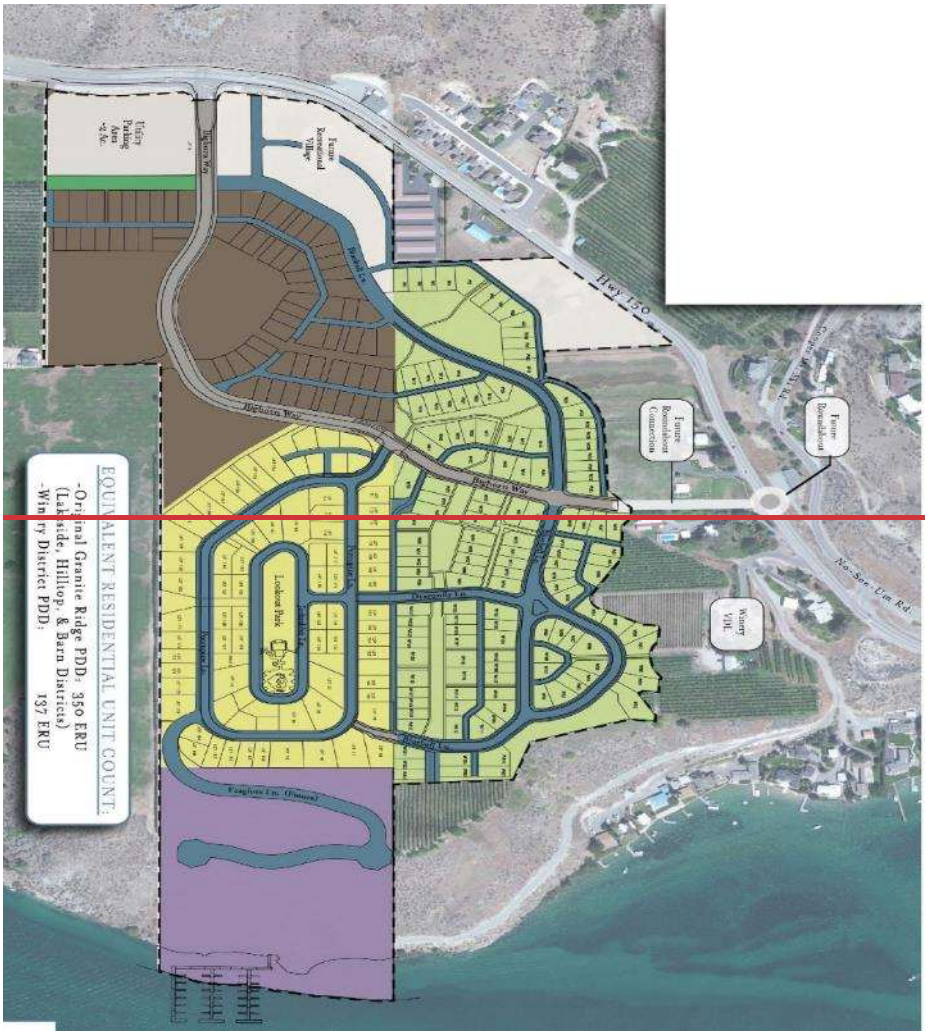
The Lookout PDD

The Lookout PDD was approved in accordance with a PDD and Development Agreement that overlays the Special Use District. Approximately 487 dwelling units are approved on 89 acres, or about 5.47 dwelling units per acre.

Exhibit 0-21. The Lookout Districts




LEGEND:
Hilltop District
Winery District
Barn District (Future)
Lakeside District (Future)
Private Streets (Car/Bike)
Public Streets (Car/Bike/Transit)
Future Roundabout
Cooper Mt. Ski Rd.
No See-Um Rd.
Winery VDL
Future Roundabout Connection
Hwy 150
Future Recreational Village
Bighorn Way
Utility Parking Area ~2 Ac.
Lookout Park
Porcupine Ln.
Ringtail Ln. (Future)
THE LOOKOUT
A LAKESIDE VILLAGE



Source: City of Chelan and Chelan Lookout LLLP Development Agreement, 2016

Tourist Accommodation (T-A) Cluster Overlay

This overlay conserves valuable resources and environmentally sensitive lands such as steep slopes, erosion hazard areas, streams and ravines, and considers wildfire potential, yet allows for recreation and seasonal residential or hospitality development where appropriate to site conditions and designed to protect public views of the Butte's natural landforms and vistas that are visible from Downtown and Don Morse Park. Structures are encouraged to concentrate on a portion of the site with the remaining reserved in open space or agricultural use such as vineyards, and traversed with sensitively designed recreational features such as trails.

Clusters would occur primarily on slopes less than 30 percent.

On the Butte, densities vary by whether there is clustering. Without clustering, densities would be 1 unit per 5 acres. With clustering, gross densities would equal 1 unit per acre, and most the site would be retained in resource or open space use. Where recreational trail connections open to the public or

public amenities open to the public are provided, a 25% density bonus is offered. Affordable housing would also allow a 25% density bonus. Net densities in a cluster would be urban in nature at above 3 units per acre and more depending on site conditions.

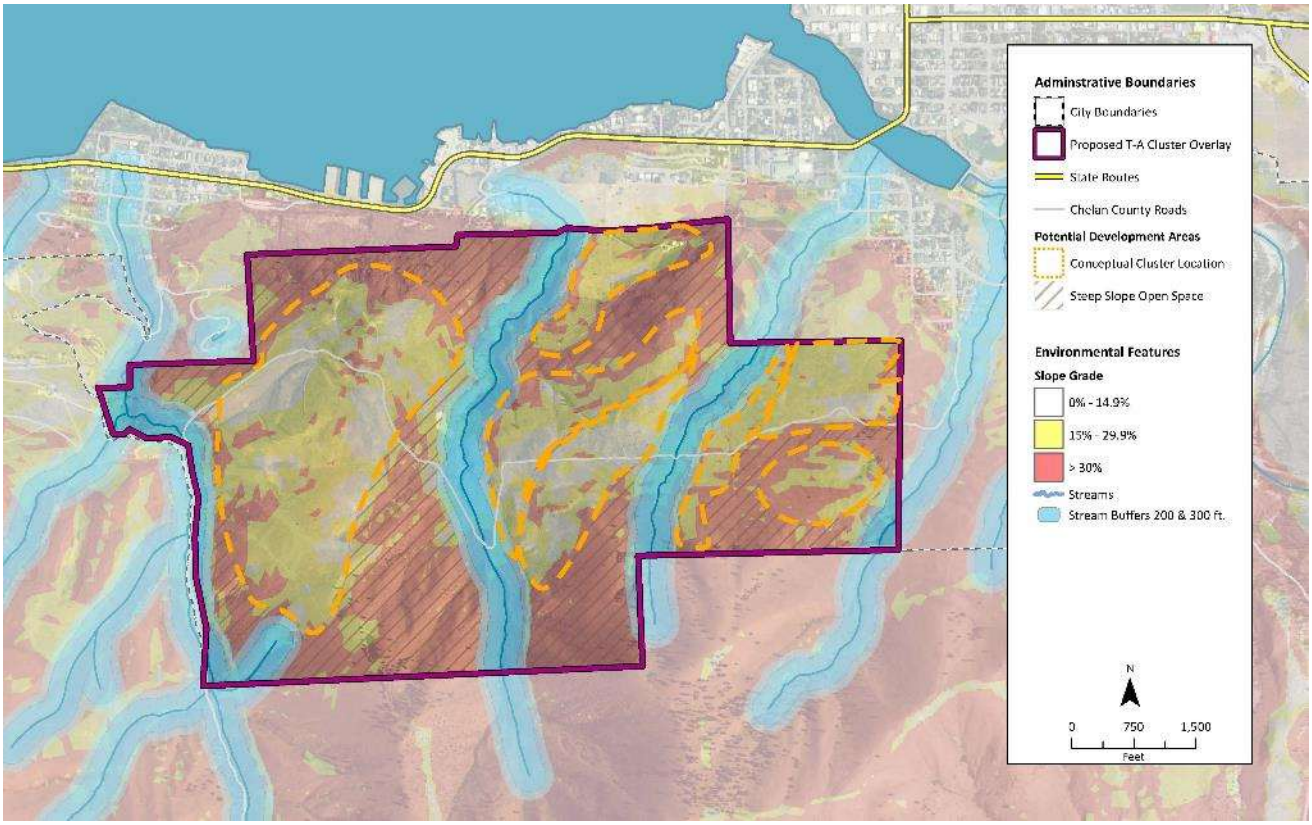
A Resort Plan that meets performance standards offers additional density and may be allowed by Conditional Use Permit. Performance standards would require optimal resort design including orientation around a unique recreational amenity, provision of affordable housing, habitat conservation beyond critical area regulations, supporting transportation and capital facilities, design that promotes a cohesive architectural character and that is sensitive to the natural terrain and landscape, protection of public views, among others.

Exhibit 0-22. T-A Overlay Density Range

Scenario	Gross Density Units Per Acre
Utilities, No Clustering	0.20
Utilities, Clustering	1.00
With Clustering and Density Bonuses	Up to 1.5
Recreational trail system open to general public or public amenities open to general public and offering scenic views or contributing to active lifestyle	Add 0.25
Increased open space or agricultural retention ten (10) percent above minimum required	Add 0.25
Affordable housing or employee workforce housing is included (at least 10 percent of total units)	Add 0.25
Resort Plan for property with minimum of 20 acres, subject to performance standards	4 to 8.7 by Conditional Use Permit

The final boundaries of the cluster areas would be determined through site planning and subdivision processes, but should be consistent with the overall intent of the overlay to retain the majority of area in open space with development arranged to protect streams and ravines, minimize changes to the natural slope, protect future site users from wildland fire, and protect public views.

Exhibit 0-23. T-A Cluster Overlay



Source: City of Chelan, BERK 2017

Live-Work

The Live-Work Overlay provides opportunities for cohesively designed, mixed-use employment and residential villages designed to promote opportunities for entrepreneurial activities and new economy jobs, "missing middle" housing ownership and rental units (e.g. townhouses, multiplex, or cottage style units), working lands such as agriculture, and recreation opportunities.

Shoreline Environment Designations

The City's shoreline environment designations include Aquatic, Shoreline Park/Public, Shoreline Residential-Single Family, Shoreline Residential-Multi Family, and High Intensity. These environment designations direct the land uses and development standards along the shorelines and serve as an overlay to the City's zoning districts. See the SMP shoreline environment designation descriptions, map, and regulations under separate cover.

Goals & Policies

Natural Systems and Critical Areas

This sub-element addresses natural systems including air quality, water quality, and natural land forms as well as critical areas including wetlands, geologically hazardous areas, aquifer recharge areas, fish and wildlife habitat conservation areas and frequently flooded areas. Respecting and conserving natural systems and critical areas are important to the community's health and safety, quality of life, and economy.

Goal LU-I. Protect water quality.

Policy LU I-1. Support the "keep it blue" and other water quality education programs which inform local citizens and visitors about water quality issues and ramifications.

Policy LU I-2. Encourage the appropriate regulatory agencies to actively pursue violators that illegally discharge waste into lakes, rivers, and streams.

Policy LU I-3. Require development along the shoreline to comply with federal, state, and City guidelines to ensure minimum impacts on water quality.

Policy LU I-4. Support ongoing measures by the Lake Chelan Reclamation District, Chelan County Conservation District, growers, and other related agencies and groups, as they raise awareness, monitor, and mitigate water quality issues related to agriculture.

Policy LU I-5. Ensure boat launches incorporate wash-off stations to remove milfoil off of boats prior to entrance to the Lake. Educate boaters about the negative impacts of milfoil to the clarity and quality of Lake Chelan.

Policy LU I-6. Coordinate with other agencies to develop a groundwater management program to protect groundwater quality, assure groundwater quantity and provide efficient management of water resources for meeting future needs while recognizing existing water rights.

Policy LU I-7. Require stormwater controls to manage stormwater qu
Ensure that storm water is not directly discharged into water sources wi
treatment that meets federal, state, and city standards. Encourage t
measures for stormwater control and filtration.

Policy LU I-8. Implement clearing and grading regulations and require
large scale activities which have the potential to impact water quality, whil
activities that pose no threat. Agricultural activities should be exempt.

Policy LU I-9. Enforce erosion control measures where erosion occurs an
origin.

Policy LU I-10. Adopt by reference the Lake Chelan Water Quality Pla
conflict with this plan. (See sidebar.)

The Lake Chelan Water Quality Plan is the most comprehensive study available to date. As it is refined or completed, it should be implemented where consistent with the comprehensive plan. The Lake Chelan Water Quality Plan, as it

Policy LU I-11. Support practices that reduce noxious weeds and invasive species affecting water quality by promoting boat inspections and boat maintenance practices that avoid transport of them.

Goal LU-II. Protect and maintain air quality.

Policy LU II-1. Support the wood stove standards adopted by the State of Washington Department of Ecology.

Policy LU II-2. Recognize the potential benefits of public water, rail, electric, alternative fuels, non-motorized and air transportation in helping to maintain local air quality.

Policy LU II-3. Ensure that new industrial development meets air quality standards and does not significantly affect adjacent property.

Policy LU II-4. Ensure development avoids deterioration of air quality to the detriment of the agricultural community.

Policy LU II-5. Recognize that wildfire smoke events — including those originating outside City limits, the surrounding area, or even outside the state — pose significant air quality and public health risks. Support development of community clean air shelters and cooling centers, and coordinate with regional partners on air quality monitoring and public notification systems during smoke events.

Policy LU II-6. Protect the environmental quality of Lake Chelan and its tributaries as a paramount community value. Ensure that land use decisions, development standards, and infrastructure investments prioritize lake water quality, shoreline ecological function, and sustainable public access. Coordinate with the Lake Chelan Reclamation District, Chelan County Conservation District, and state and federal agencies on watershed protection efforts.

Goal LU-III. Protect critical areas including wetlands, geologically hazardous areas, aquifer recharge areas, fish and wildlife habitat conservation areas and frequently flooded areas in accordance with the Growth Management Act.

Policy LU III-1. Implement critical areas regulations that define and designate critical areas, identify available maps, allow for development applications to submit site-specific information, apply protective standards, and allow for reasonable uses and mitigation.

Policy LU III-2. Ensure development protects the functions and values of critical areas, incorporates appropriate strategies to avoid, minimize degradation, and mitigate impacts to allow both development and critical areas to coexist.

Policy LU III-3. Support conservation practices that reduce erosion, enhance water quality, make efficient use of water, protect habitat, and enhance soil health.

Policy LU III-4. Promote programs and land and water management practices that reduce the incidence of invasive species and noxious weeds.

Goal LU-IV. Permit development to occur in known natural hazard areas only when sufficient safeguards protecting life and property can be met.

Policy LU IV-1. Discourage development in areas of natural hazard such as those susceptible to landslide, flood, avalanche, unstable soils and excessive slopes, unless appropriate safeguards are taken.

Policy LU IV-2. Require slope protection, erosion control, soil stabilization, and fire protection measures of new development.

Policy LU IV-3. Regulate building materials, access, water supply, and vegetation management in areas of wildfire risk.

Policy LU IV-4. Coordinate wildfire risk reduction in land use decisions with the Community Wildfire Protection Plan (CWPP) and the Climate Change and Resiliency Element (Chapter 10). Support adoption and implementation of Wildland-Urban Interface standards for development in high fire risk areas.

Goal LU-V. Encourage development that takes into consideration significant natural features and protects their integrity.

Policy LU V-1. Encourage preservation and proper maintenance of significant natural drainage ways and ravines.

Policy LU V-2. Encourage the conservation or preservation of critical areas, such as wetlands, migratory animal routes, and other environmentally sensitive areas, by supporting plans that provide for public and private organizations to purchase these lands.

Policy LU V-3. Allow for recreational development within critical areas when the recreational use has minimal impacts.

Policy LU V-4. Explore innovative techniques to preserve and protect critical areas including conservation easements, and purchase or transfer of development rights.

Policy LU V-5. Identify incentives for landowners to preserve streams, wetlands, and vegetated waterside buffers.

Policy LU V-6. Protect the quality and quantity of groundwater used for public water supplies. Require development proposals in aquifer recharge areas to demonstrate that groundwater resources will not be degraded.

Policy LU V-7. Ensure that land use decisions consider the capacity of water supply and wastewater treatment systems to serve both the permanent population and seasonal peak demand. Coordinate land use planning with utilities planning to align growth with infrastructure capacity.

Residential Development

This sub-element addresses land use policies relating to residential development in the City and unincorporated Urban Growth Area. Further guidance for urban residential development can be found in the Housing Element.

Goal LU-VI. Maintain an adequate supply of housing of sufficient quality and variety to meet the present and future needs of the area.

Policy LU VI-1. Ensure the Land Use Plan accommodates a variety of housing options addressing the needs of all segments of the community through time and changing lifestyles. Allow single-family homes, multi-family dwellings, and assisted care facilities, available for rental and owner-occupancy by all income and age groups.

Policy LU VI-2. Encourage an adequate mix of housing units to meet the needs of existing and future residents of the area.

Policy LU VI-3. Work with the County, the private sector, and other affordable housing agencies towards the development of affordable housing units for elderly, handicapped, and low-income residents.

Policy LU VI-4. Recognize that manufactured homes are a viable housing option and permit them in all residential zoning districts subject to standards in the code.

Policy LU VI-5. Consider flexible standards such as zero lot line development, lot size averaging, clustering, and other innovative designs that would reduce the cost of housing developments provided public safety and quality design concerns are addressed.

Policy LU VI-6. Balance the level of improvements required by development standards with the economic impact of those standards on the affordability of residential development.

Policy LU VI-7. Maintain the integrity of residential neighborhoods but allow orderly transitional growth to occur when it is consistent with the comprehensive plan.

Policy LU VI-8. Encourage senior and special needs housing to locate close to public services.

Policy LU VI-9. ~~Allow accessory dwelling units in all residential districts for permanent residences.~~Allow up to two accessory dwelling units (ADUs) per lot in all residential districts, consistent with CMC 17.04.210 (Ord. 2025-1646). ADUs may be used for long-term rental but not short-term rental. Owner occupancy is not required. ADUs may be created on and sold as separate unit lots through unit lot subdivision.

Policy LU VI-10. ~~Manage short-term rentals through processes and rules designed to protect Chelan's long-term residents' quality of life and stability of the housing market.~~

Policy LU VI-11. Promote quality residential design and development that enhances the distinctive physical, historic, and cultural qualities of its location while accommodating growth and infill development. Encourage context-sensitive development designed to respond to and enhance the positive qualities of site and context and to promote compatibility with planned uses of adjacent properties.

Goal LU-VII. Promote development at urban densities in the city limits and the unincorporated Urban Growth Area.

Policy LU VII-1. Urban residential densities shall be defined as:

Single-Family Residential- 3 to 4 units per acre

Multi-Family Residential- 5 to 18 units per acre

Policy LU VII-2. Allow lower densities on lands that:

a) serve as urban separators and transition areas to rural lands,

b) support agri-tourism and retaining agricultural vistas,

c) have significant critical area constraints or wildfire risk, and/or

d) provide connectivity to priority wildlife corridors.

Policy LU VII-3. Ensure utility systems and public services are designed to accommodate urban density development.

Policy LU VII-4. On lands where non-urban densities are allowed the City may permit on-site wastewater facilities until sewer service is available.

Policy LU VII-5. In the Warehouse-Industrial designation allow for accessory workforce and live-work housing that supports the primary warehouse and industrial related uses where the housing would be in suitable areas that do not create conflict with existing uses.

Policy LU VII-6. ~~Allow affordable residential housing in the Apple Blossom Center. Reflect allowable multi-family housing types in the development agreement.~~ Implement the Second Amendment to the Apple Blossom Center Development Agreement (Ord. 2025-1640), which authorizes up to 720 multi-family dwelling units plus micro units and cottage housing. Ensure that development phases are coordinated with water, sewer, and transportation capacity as established in the Capital Facilities Element and Utilities Element.

Policy LU VII-7. Allow planned residential developments to encourage more efficient and creative development in the Urban Growth Area. Ensure planned residential developments address alternative development standards; fundamental changes in uses or densities require a rezone rather than a planned residential development.

Policy LU VII-8. Provide incentives for reinvestment in existing residential neighborhoods.

Policy LU VII-9. Balance the demand for continuing growth in the Urban Growth Area with the protection of existing residential neighborhoods by requiring new development to

mitigate excessive noise, traffic, light and glare and other impacts which may be disruptive to residential activities.

Goal LU-VIII. Balance land use, public access, and protection of shoreline ecological functions consistent with the Shoreline Management Act.

Policy LU VIII-1. Shoreline Master Program goals and policies are hereby considered an element of this Comprehensive Plan and are incorporated by reference.

Commercial and Industrial Development

~~This sub-element addresses land use policies relating to commercial development in the City and unincorporated urban growth area. Further guidance for commercial development can be found in the Downtown Element and Economic Development Element.~~ This sub-element addresses land use policies relating to commercial development in the City and unincorporated urban growth area. Further guidance for commercial development can be found in the proposed Subarea Plans Element (Chapter 3) and Economic Development Element (Chapter 5).

Goal LU-IX. Develop as a service, retail, residential, tourist, agricultural, industrial, recreational, and activity center for the Lake Chelan basin.

Policy LU IX-1. ~~Within the Downtown promote a pedestrian-oriented environment with a full range of services, residential living opportunities above street level, and shops consistent with the Downtown Master Plan.~~ Within the Downtown promote a pedestrian-oriented environment with a full range of services, residential living opportunities above street level, and shops consistent with the proposed Subarea Plans Element (Chapter 3).

Policy LU IX-2. ~~Prioritize the area bounded by the alley between Woodin Avenue and Wapato Avenue on the north, Sanders Street on the east and the Chelan River for expansion of the downtown Riverfront Park and the downtown business district where consistent with the Downtown Master Plan.~~ Prioritize the area bounded by the alley between Woodin Avenue and Wapato Avenue on the north, Sanders Street on the east and the Chelan River for expansion of the downtown Riverfront Park and the downtown business district where consistent with the proposed Subarea Plans Element (Chapter 3).

Policy LU IX-3. Restrict commercial growth into the west Chelan area and along the north side of Webster Avenue except for those uses which do not compromise the integrity of the residential neighborhood including traffic circulation, conflicting uses, and impacts on views.

Policy LU IX-4. Ensure development or redevelopment along Lake Chelan and other public open space is oriented to tourist commercial, recreational services, activities, and residential uses.

Policy LU IX-5. Consider design and redevelopment of private and public waterfront areas for mixed-use development projects that include retail shops, living spaces, overnight lodging, boardwalks, and water-related commercial activities.

Policy LU IX-6. Within the southshore waterfront, encourage water dependent, water related, and water enjoyment tourist commercial activities, allow water transportation hubs, and promote a relocation of the heavy commercial uses that are not water-oriented to other appropriate districts such as Highway Tourist Commercial or Warehouse-Industrial areas.

Policy LU IX-7. Within Special Use Districts at the northshore and southshore gateways and within Lord's Acres area allow mixed-use agricultural, tourist commercial, and low-density residential uses.

Policy LU IX-8. Encourage industrial development where support facilities and services exist and when compatible with other land uses.

Policy LU IX-9. East of 97A/150 promote industrial and heavy-commercial land uses.

Policy LU IX-10. Encourage public agencies working in conjunction with private industry to identify and develop industrial sites for targeted industrial development.

Policy LU IX-11. Regulate development to provide for adequate parking facilities either on site or through shared parking facilities. Allow flexible parking standards where a demand study demonstrates alternative parking standards would meet parking needs including any conditions such as non-motorized improvements allowing for non-vehicular travel.

Policy LU IX-12. Develop a long-term parking plan for the downtown retail core.

Policy LU IX-13. Restrict outside storage of vehicles or materials to approved screening or enclosed areas in conformance with the fire code in commercial zoning districts.

Policy LU IX-14. Require commercial and industrial development that has a significant impact on the existing infrastructure to carry a proportionate share of the infrastructure improvement costs. The City may choose to provide incentives to attract desirable commercial or industrial development consistent with the goals of the plan, when the public would benefit from the development.

Policy LU IX-15. Connect commercial development to public services where available.

Policy LU IX-16. Require development along arterials to conform to development standards addressing setbacks, signs, landscaping and other safety and aesthetic issues.

Policy LU IX-17. Adequately address parking, traffic and circulation, and landscaping requirements for new commercial and industrial development. Excessive automobile and truck traffic should not be directed through residential areas.

Policy LU IX-18. Allow for home occupations in residential zones by occupants where such activities do not change the residential character of the neighborhood or infringe on the right of neighboring residents to enjoy a peaceful occupancy of their homes.

Policy LU IX-19. Ensure proposed commercial development is compatible with the character of the surrounding area.

Policy LU IX-20. Ensure that growth is balanced and takes into account the needs of the permanent local community while supporting economic efforts that revolve around the tourism industry. Protect local identity and values that are unique to the City of Chelan as growth

occurs, including the small-town character, agricultural heritage, and natural setting that residents and the 2024 Lake Chelan Vision Project identified as defining community assets.

Policy LU IX-21. Recognize that the seasonal and semi-permanent population — including second homes, vacation homes, and short-term rentals — places demands on land, infrastructure, and services that must be planned for consistently with the ERUs for sewer and water capacity established in the Capital Facilities Element and Utilities Element.

Open Space and Recreation

GMA goals include "[r]etain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities."

Additionally, cities and counties are to identify "open space corridors within and between urban growth areas. They shall include lands useful for recreation, wildlife habitat, trails, and connection of critical areas ..." Resource activities including agriculture and forestry are allowed in such corridors. Also, a city or county may acquire by donation or purchase the fee simple or lesser interests open space lands with conservation futures or other monies. (RCW 36.70A.160)

The City has invested in its parks and recreation system (see Exhibit 0-10~~Exhibit 2-10) and continues to do so with its Parks, Recreation, and Open Space Plan (2016) and Capital Facilities Plan appended to this Comprehensive Plan.~~) and continues to do so with its Parks, Recreation, and Open Space Plan (2024) and Capital Facilities Plan appended to this Comprehensive Plan.

Further the City's Future Land Use Map applies the Special Use District at gateways and special hillside development standards in residential and tourist designations that promote buffers from ridgelines and clustering to retain open space and serve as an urban separator and protect environmentally sensitive lands.

Goal LU-X. Encourage the retention of open space.

Policy LU X-1. Explore incentives and mechanisms and eliminate disincentives to encourage landowners to retain open space.

a) Techniques such as planned developments, clustering, density bonuses, tax incentives, land trusts, transfer of development rights, purchase of development rights, conservation easements, and other incentives will help retain open space over time.

Policy LU X-2. Reserve high-priority underutilized rights-of-ways and easements for public open space and recreation. Study existing underutilized public right of ways and easements and assess the potential for public benefit through the following steps:

a) Identify all undeveloped or underutilized City public right of ways and easements and determine ownership status.

b) Establish criteria to evaluate public benefit including, at a minimum, lake access, park siting, trails, view corridors, resale or exchange, open space, critical areas, utility purposes, and property access streets.
c) Assess each site's value using criteria established in step "b" to determine value for use or sale.
d) Develop and implement a plan for use or sale of each site.

Goal LU-XI. Identify and provide for the parks and recreation needs of residents and visitors.

Policy LU XI-1. Incorporate by reference the following plans and studies as constituting the City's open space plan and as elements of this Comprehensive Plan:

a) Parks, Recreation, and Open Space Plan
b) Lakeside Trail Feasibility Study
c) Lake Chelan Valley Trail Plan
d) Northshore Pathway Feasibility Study
e) Don Morse Park Shoreline Study & Master Plan
f) City Resolution 534 dated August 23, 1977

Policy LU XI-2. Support the implementation of the Lake Chelan Community Open Space Vision developed by the Trust for Public Land.

Policy LU XI-3. Allow commercial ventures and community facilities which allow and do not compromise continued public access to the public park system.

Policy LU XI-4. Ensure State and publicly owned tourist/recreation destinations provide adequate sanitary facilities.

Policy LU XI-5. Encourage public and private recreational development and natural amenities which attract residential and recreational development to lands within the Urban Growth Area.

Policy LU XI-6. Allow for the use of a density bonus for the provision of open space. For every area designated as open space in a development, double that area may be considered to determine the number of additional potential lots or housing units for the development.

Policy LU XI-7. Encourage new development to create trails connections that connect to regional trails outside their boundaries. Incentives may include density bonuses or flexible lot and street standards.

Goal LU-XII. Encourage the development of recreation facilities and opportunities.

Policy LU XII-1. Explore, using public and private resources, off-season recreation and attractions and cultural events and activities.

Policy LU XII-2. Encourage development of recreation activities by the private sector working in conjunction with public agencies responsible for management of public lands and resources.

Policy LU XII-3. Allow public and private development of adequate camping, boat launching, docking and moorage facilities, marinas, and other water-related recreational opportunities on Lake Chelan and the Columbia River.

Policy LU XII-4. Retain or exchange and enhance existing right-of-ways and public easements for public access and enjoyment of Lake Chelan.

Goal LU-XIII. Provide safe, convenient, pleasant non-motorized routes connecting the City's principal origins and destinations.

Policy LU XIII-1. Ensure sidewalks and bikeways connect Chelan's neighborhoods with the Lakeside Trail and other public recreation facilities.

Policy LU XIII-2. Promote neighborhood planning that includes discussion of non-motorized transportation facilities.

Policy LU XIII-3. Through the City's Non-motorized Transportation Implementation Plan, guide development of non-motorized routes (including bikeways of all classes) throughout the City and its Urban Growth Area.

Policy LU XIII-4. Ensure sidewalks and bikeways within rights of way conform to the City's Street Standards, or to the City's Non-motorized Transportation Implementation Plan or other approved non-motorized facilities plan.

Policy LU XIII-5. Ensure trails, pathways, and bikeways outside rights of way conform to the Design Standards of the City's Parks and Recreation Department. In the case of those recreation facilities classified as Open Space Areas, development and management strategies for those areas within rights of way should be arranged collaboratively by the departments of Parks and Recreation and Public Works.

Policy LU XIII-6. The goals, policies and facilities identified within the City's current adopted parks and recreation plan, the Lakeside Trail Feasibility Study and the Don Morse Park Shoreline Study should take precedence over those identified in the Lake Chelan Valley Public Trails Comprehensive Plan.

Cultural Resources

A GMA goal is to "[1]dentify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance." The City has been occupied for over 10,000 years and archaeological resources and historic structures are found in Chelan.

Goal LU-XIV. Celebrate, retain, and protect cultural resources.

Policy LU XIV-1. Develop a broad understanding of the City's history, including the roles and contributions of various ethnic groups.

Policy LU XIV-2. Require development engage the services of qualified cultural resource professionals to identify areas of archaeological, cultural, and/or historic significance. Ensure consultation with affected tribes and appropriate state and federal agencies including, but are not limited to, the Confederated Tribes and Bands of the Yakama Nation, Confederated Tribes of the Colville Reservation, and the Washington State Department of Archaeology and Historic Preservation (DAHP).

Policy LU XIV-3. Preserve and enhance downtown's historic resources and character. Identify historic preservation issues early in the permitting process and engage the Historic Downtown Chelan Association in review of historic downtown buildings.

Policy LU XIV-4. Utilize code enforcement activities to protect historic properties and neighborhoods.

Policy LU XIV-5. Prevent the destruction of or damage to any site having historic, cultural, scientific, or educational value as identified by the appropriate authorities (see Policy LU XIV-2). Any proposed site development and/or associated site demolition work should be planned and carried out so as to avoid impacts to the cultural resource or to provide appropriate mitigation.

Environmental Justice

The 2024 GMA legislation and updated Commerce guidance requires that jurisdictions fully planning under the GMA give special consideration to achieving environmental justice goals and policies, including efforts to avoid creating or worsening environmental health disparities (RCW 36.70A.070(1)). "Environmental Justice" is defined by RCW 70A.02.010 as the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to development, implementation, and enforcement of environmental laws, regulations, and policies. In this context, "overburdened communities" refers to geographic areas where vulnerable populations face combined, multiple environmental harms and health impacts.

The 2024 Lake Chelan Vision Project identified that vulnerable populations in the Chelan Valley — including seniors, Latino residents and families, low-income households, and persons with health conditions — face disproportionate impacts from climate hazards, housing costs, and access to services. The Latino community listening session, the largest of all LCVP sessions with 54 participants, highlighted concerns about housing displacement, language barriers to civic participation, and access to emergency information during wildfire and smoke events.

Goal LU-XV. Ensure equitable land use outcomes and avoid creating or worsening environmental health disparities.

Policy LU XV-1. Identify and address potential environmental health disparities when evaluating land use proposals. Consider cumulative impacts on overburdened communities from pollution, noise, traffic, and loss of access to open space and recreation.

Policy LU XV-2. Ensure that public participation processes for land use decisions are accessible and inclusive, including providing materials in multiple languages and holding meetings at accessible times and locations.

Policy LU XV-3. Promote equitable distribution of parks, open space, and community facilities across all neighborhoods.

Policy LU XV-4. Consider the needs of vulnerable populations, including seniors, low-income residents, and communities with limited English proficiency, when making land use and infrastructure investment decisions.

Policy LU XV-5. Coordinate environmental justice policies with the Climate Change and Resiliency Element (Chapter 10) to ensure that climate adaptation and mitigation actions benefit overburdened communities, particularly with respect to wildfire smoke, extreme heat, and evacuation planning.

Urban Growth Areas

The Urban Growth Area shall include areas and densities sufficient to permit the urban growth that is projected to occur in the City over the next twenty years. Urban growth is to be located first in areas already characterized by urban development where existing public facility and service capacity is available and second, in areas where public or private facilities or services are planned or could be provided in an efficient manner. Planning for growth in this way accomplishes two GMA goals: 1) the efficient provision and utilization of public facilities and services and 2) reduce inappropriate conversion of undeveloped land into sprawling, low density development.

In 2016 and 2017 the City and County evaluated the Urban Growth Area and contacted property owners, and made reductions in three areas in north, east, and south Chelan, in part due to difficulty in providing services and due to property owner preferences.

The Urban Growth Area boundary will be evaluated at least once every five years and may be amended on an annual basis to ensure it is adequate to accommodate the 20-year growth projection.

~~Goal LU-XV.~~Goal LU-XVI. **Encourage development in Urban Growth Areas where adequate public facilities and services exist or can be provided in an efficient manner.**

~~Policy LU XV-1.~~Policy LU XVI-1. Per the memorandum of understanding for Urban Growth Areas agreed upon by the County and the cities on July 8, 1997, ensure improvement standards for new developments proposed within the Urban Growth Area are developed by the City and implemented by the County. Standards should address

- Road and access improvements such as street alignment and grade, public road access, right-of-way, street improvements (which may include street width, curbs, gutters, and sidewalks, trails or pathways, etc.),
- Sanitary sewer,
- Storm water improvements, and
- Park and recreation facilities.

~~Policy LU XV-2.~~Policy LU XVI-2. Review projects to ensure compatibility with the urban density of the comprehensive plan for the Urban Growth Area.

~~Policy LU XV-3.~~Policy LU XVI-3. Promote timing of utility extensions into the Urban Growth Areas consistent with the adopted Capital Facilities Plan of the utility purveyor.

~~Policy LU XV-4.~~Policy LU XVI-4. Encourage efficient public use of shoreline properties consistent with the City's Shoreline Master Program.

~~Policy LU XV-5.~~Policy LU XVI-5. Recognize that lands can continue to be used for agricultural purposes. Certain designations such as the Special Use District promote agriculture as part of agri-tourism uses. In other designations, existing agricultural uses within the Urban Growth Area are "grandfathered" uses that have the right to continue if the owner chooses to operate them.

~~Policy LU XV-6.~~Policy LU XVI-6. New non-farm development adjacent to orchard in the Special Use District should provide buffering. New orchard or other agricultural produce next to an existing development in the Special Use District should provide a buffer.

~~Policy LU XV-7.~~Policy LU XVI-7. Include notification on all plats or binding site plans that the adjacent land is an agricultural operation subject to a variety of activities that may not be compatible with residential development. The notice should state that the agricultural related activities performed in accordance with city, county, state and federal laws shall not be subject to legal action as public nuisances.

~~Policy LU XV-8.~~Policy LU XVI-8. Allow extension of urban services from the City to the Urban Growth Area, where compatible with the comprehensive plan, upon an annexation request.

~~Policy LU XV-9.~~Policy LU XVI-9. Consider expansions of the Urban Growth Area when consistent with the following criteria:

a) Any expansion of the City's Urban Growth Area should be consistent with the City's and County's Comprehensive Plans, including the County-wide Planning Policies that are incorporated in those plans, and any other relevant adopted plans and policies of the City and the County.

b) Any expansion of the City's Urban Growth Area should be undertaken in cooperation with Chelan County.

c) Any expansion of the City's Urban Growth Area should be consistent with the goals of the Growth Management Act.

d) Any area designated for expansion of the Urban Growth Area should be contiguous to an existing Urban Growth Area.

e) The City's Urban Growth Area should be expanded only into areas that are characterized by urban growth or that are adjacent to such areas.

f) The City's Urban Growth Area should be expanded only into areas in which public facilities and service capacities adequate to serve the development anticipated in those areas either already exist or are planned for and can be efficiently and economically provided by either public or private sources.

g) The City's Urban Growth Area should encompass a geographic area that matches the amount of land necessary to accommodate likely growth over a 20-year planning period, based on the following considerations:

i. Projected population for the 20-year planning horizon, based on the population figures provided by the Washington State Office of Financial Management (OFM);

ii. County-wide population allocations, as determined in cooperation with Chelan County and the other cities in the County;

iii. Projected land use needs for residential, recreational, vacation residence, commercial and industrial uses for the 20-year planning horizon;

iv. Existing and forecasted public facility and service capacities;

v. Land with physical constraints, such as critical areas;

vi. Resource lands of long term commercial significance;

vii. Recognition of the potentially reduced rate of conversion on land with active agricultural activities, and other land that may not be available because of ownership constraints;

viii. Greenbelts and open spaces;

ix. Maintaining an adequate supply of developable land, considering market forces, including forces that induce leapfrogging development;

x. Existing land use and subdivision patterns;

xi. Status of existing developments that are still in the "review" stages;

xii. Build-out of existing developments and/or neighborhoods; and

xiii. Other legitimate factors not reflected in the OFM growth population projection.

h) No expansion of the City's Urban Growth Area should create or exacerbate a gross irregularity in the corporate boundary; and, where feasible, any such gross irregularity in the vicinity of an Urban Growth Area expansion should be regularized during the process of expanding the Urban Growth Area.

i) Any expansion of the City's Urban Growth Area should serve the public interest, which may include, but is not limited to, the public interest in economic growth as provided for in the City's Comprehensive Plan.

j) Any expansion of the City's Urban Growth Area should be supported by and consistent with the Capital Facilities Element and the Transportation Element of the City's Comprehensive Plan. Amendments that would alter existing provisions of either element should demonstrate why the existing provisions should not continue to be in effect, or why existing provisions should be amended.

k) Any expansion of the City's Urban Growth Area should be supported by and compatible with the Housing and Land Use elements of the City's Comprehensive Plan and with the City's Zoning Map. Amendments that would alter existing provisions of either element should demonstrate why the existing provisions should not continue to be in effect, or why existing provisions should be amended.

l) The City should collaborate with Chelan County on periodic review of the City's Urban Growth Boundary, to determine whether there is a need to expand that Boundary.

Action Plan

The primary tool to implement the Land Use Element is the Zoning Code. Zoning code changes and other implementing activities are listed in Exhibit 0-24~~Exhibit 2-24~~.

Exhibit 0-24. Land Use Element Action Plan

Implementation Action	Responsibility (Department)
Zoning Code Update to address grading and hillside development standards [COMPLETED — Ch. 17.59 Hillside Development Standards (Ord. 1533, 2017)] [COMPLETED — Ch. 17.59 Hillside Development Standards (Ord. 1533, 2017)]	Planning & Building
Address clustering and related standards for the Single-Family Residential (R-L) and Tourist Accommodation (T-A) Overlay zones.	Planning & Building

Implementation Action	Responsibility (Department)
Evaluate Downtown infill standards. [COMPLETED — Ch. 17.14 Downtown Code (Ord. 1533, 2017)] [COMPLETED — Ch. 17.14 Downtown Code (Ord. 1533, 2017)]	Planning & Building
Zoning Code amendments to address multi-family building height and other dimensional standards. [COMPLETED — Addressed in zone dimensional standards (Ord. 1533, 2017)] [COMPLETED — Addressed in zone dimensional standards (Ord. 1533, 2017)]	Planning & Building
Amend densities in Special Use District (SUD) zone to reflect lower density transitions and agri-tourism uses. [COMPLETED — Ch. 17.47 Agri-Tourism; SUD standards updated (Ord. 1533, 2017)]	Planning & Building
Zoning Code Update to allow workforce and live-work housing in the Warehouse and Industrial (W-I) zone. [COMPLETED — CMC 17.44.040 workforce and live-work standards (Ord. 1533, 2017)]	Planning & Building
Encourage update to Apple Blossom Development Agreement to allow for housing opportunities. [COMPLETED — Second Amendment adopted (Ord. 2025-1640); 720 MF units + micro units/cottages authorized]	Planning & Building
Allow water-based transport hub in Waterfront Commercial (C-W) zone.	Planning & Building
~~Evaluate allowable uses in Airport (A) zone including general employment uses on private land.~~ Implement the 2021 Airport Master Plan. Evaluate allowable uses in Airport (A) zone including general employment uses on private land. Coordinate domestic water extension to the airport and Howard Flats area to support economic development and affordable housing opportunities.	Planning & Building
Develop Wildland Urban Interface code.	Planning & Building
Evaluate critical area regulations including ravine protections.	Planning & Building
Update the City-County agreement on implementing City standards in the Urban Growth Area as appropriate.	Planning & Building
Evaluate priority for public access using street ends and easements.	Planning & Building Parks
Review and update development regulations to comply with ESHB 2266 (2026). Allow STEP housing (permanent supportive, transitional, indoor emergency housing, indoor	Planning & Building

Implementation Action	Responsibility (Department)
emergency shelters) in zones within the UGA where residential or hotel uses are allowed. STEP housing may not be located in industrial zones.	
Monitor implementation of co-living housing (CMC 17.04.220) and ADU unit lot subdivision provisions (Ord. 2025-1646) to evaluate effectiveness in expanding housing options.	Planning & Building
Conduct environmental justice assessment and identify overburdened communities within the City and UGA. Adopt groundwater protection standards for development in aquifer recharge areas. Update land capacity analysis to reflect the 2026–2046 planning horizon.	Planning & Building

End of Chapter 3 — Land Use Element

City of Chelan

DRAFT

TENTATIVE ADVANCED AGENDA

For Planning Discussion Purposes Only - this is a work in progress;
items are tentative and subject to change.
July 9, 2026

July 28, 2026 City Council Meeting

1. Consent Agenda
    a. Voucher / Minutes
    b. Resolution No. 2026-14XX Washington State Department of Health Water Use and Efficiency Goals (Youngren) (L2-2)
2. Special Presentations, Proclamations, and Awards
    a.
3. Public Hearings
    a.
4. Motion Considerations
    a. Anchor QEA, LLC Amendment No. 1 to the Standard Agreement for the Comprehensive Plan Update Services Project (Ajax) (L1-1)
    b. [Company Name] Bid Award for Lift Station No. 1 (Youngren) (L1-1)
    c. [Company Name] Bid Award for Library Moisture Mitigation Project (McAloon) (L1-1)
    d. Noble Strategies LLC, dba Tower Consulting Amendment No. 4 to the Master Client Services Agreement for Grant Writing (McAloon) (L1-1)
    e. Resolution No. 2026-14XX Pilot Program for Outdoor Seating (Ajax) (L2-2)
    f. Chelan County Regional Justice Center Interlocal Agreement for Inmate Housing (Regional Justice Center Director Sharp / City Administrator McAloon)
    g. Resolution No. 2026-14XX Affordable Housing Policy (Evans) (L3-3)
5. Administrative Reports
    a. Public Works Project Status Update (Youngren)
    b. Comprehensive Plan Update from the July 15th Planning Commission Community & Housing:
        Chapter 2 (Land Use, covered 7/14), and Critical Areas Ordinance compliance updates
        Chapter 3 (Subarea Plans),
        Chapter 4 (Housing), and ESHB 2266 STEP housing code amendments
    c. Ordinance No. 2026-16XX Title 2 Administration and Personnel (McAloon) (L1-X)
    d. 2026 Quater Two Financial Report (Evans) (L1-1)
    e. Legislative Priorities (/Mayor/McAloon) (L1-3)
6. Informational Items
    a. Tentative Advanced Agenda (McAloon)
    b. Council Committee Reports (Various Councilmembers)
    c. Lake Chelan Chamber of Commerce Financial Report (Evans)
    d. Lake Chelan Airport Quarterly Report (Evans)
    e. Contract Intake Log (Gallucci)

August 04, 2026 City Council Workshop

1. Short Term Rental Discussion (Ajax)
2. Council Guidance on Legislative Priorities (McAloon) (L2-3)
3. Budget Workshop No. 1 (Evans)

August 11, 2026 City Council Meeting

1. Consent Agenda
    a. Voucher / Minutes
2. Special Presentations, Proclamations, and Awards
    a. Housing Authority of Chelan County & the City of Wenatchee Presentation (Vicki Carr & President & Sasha Sleiman/ McCardle)
3. Public Hearings
    a.
4. Motion Considerations
    a. Ordinance No. 2026-16XX Title 2 Administration and Personnel (McAloon) (L3-3)
    b. Resolution No. 2026-14XX Legislative Priorities (McAloon) (L3-3)
5. Administrative Reports
    a. Facility Use Fee Waiver Agreement (Cooper) (L1-2)
6. Informational Items
    a. Tentative Advanced Agenda (McAloon)
    b. Council Committee Reports (Various Councilmembers)
    c. Lake Chelan Chamber of Commerce Financial Report (Evans)
    d. Contract Intake Log (Gallucci)

August 25, 2026 City Council Meeting

1. Consent Agenda
    a. Voucher / Minutes
2. Special Presentations, Proclamations, and Awards
    a. Our Valley Our Future Update Re: Insights from our Community Input Report (McCardle/Rachel Evey)
3. Public Hearings
    a.
4. Motion Considerations
    a. Facility Use Fee Waiver Agreement (Cooper) (L2-2)
5. Administrative Reports
    a. Comprehensive Plan Update from the August 19th Planning Commission
        Economy & Climate:
        Chapter 5 (Economic Development)
        Chapter 10 (Climate Change and Resiliency)
    b. End of Summer Recap / Lakeside Lodge Parking Discussion (McAloon) (L2-2)
6. Informational Items
    a. Tentative Advanced Agenda (McAloon)
    b. Council Committee Reports (Various Councilmembers)
    c. Contract Intake Log (Gallucci)

September 1, 2026 City Council Workshop

1. Budget Workshop No. 2 (Evans)

September 8, 2026 City Council Meeting

1. Consent Agenda

a. Voucher / Minutes

2. Special Presentations, Proclamations, and Awards
   a. Boys & Girls Club of Snohomish County Recap of Summer Program (Chavez/Evans) (TENTATIVE DATE)
3. Public Hearings
   a.
4. Motion Considerations
   a.
5. Administrative Reports
   a.
6. Informational Items
   a. Tentative Advanced Agenda (McAloon)
   b. Council Committee Reports (Various Councilmembers)
   c. Lake Chelan Chamber of Commerce Financial Report (Evans)
   d. Contract Intake Log (Gallucci)

<u>September 22, City Council Meeting</u>

1. Consent Agenda
   a. Voucher / Minutes
2. Special Presentations, Proclamations, and Awards
   a. Finance & Account Week Proclamation – September 23 – 27, 2026 (Mayor)
3. Public Hearings
   a.
4. Motion Considerations
   a.
5. Administrative Reports
   a. Comprehensive Plan Update from the September 16th Planning Commission Meeting
      Infrastructure & Services:
      Chapter 6 (Utilities)
      Chapter 7 (Capital Facilities)
      Chapter 8 (Parks and Recreation)
6. Informational Items
   a. Tentative Advanced Agenda (McAloon)
   b. Council Committee Reports (Various Councilmembers)
   c. Contract Intake Log (Gallucci)

<u>Upcoming Proclamations:</u>

Arbor Day – October 13, 2026 (CONFIRMED)
Breast Cancer Awareness Week – October

<u>Upcoming Topics:</u>

1. Chelan Fire Protection District No. 7 Interlocal Agreement for Fire Protection (McAloon)
2. Public Works Project Status Update
   - October (Youngren)
3. Lake Chelan Airport Quarterly Reports (Evans)
   – Q3 - October, Q4 – January 27
4. Lake Chelan Chamber of Commerce Quarterly Update (Steele / McAloon)

- Confirmed Scheduled Date: December 1

5. CDRPA / City Joint Meeting (McAloon)
   – September 2026
6. Boys & Girls Club of Snohomish County (Evans) (CONFIRMED Months)
   - September (Recap of Summer), November (Recap of Fall and into Winter)
7. Comprehensive Plan (CONFIRMED)
   - October 27th – AR- Comprehensive Plan Update from the October 21st PC
     Mobility & Final Comment:
     Chapter 9 (Transportation),
     the Peterson Place private comprehensive plan proposal,
     omnibus public comment on the full plan
   - November 10 – Briefing
   - November 24 – Public Hearing
   - December 8 – Adoption

8. 2027 Budget Schedule (Tentative)

MONTH	DATE	TASK	DESIRED OUTCOME
August	8/4/2026	Council Budget Workshop #1	Staff provides outlooks on 2027 revenue projections & economic indicators. Council provides staff with direction.
September	9/1/2026	Council Budget Workshop #2	Presentation of interfund transfer models proposed for 2027. Council provides staff with direction.
September	9/15/2026-9/30/2026	Mayor, Finance Director & City Administrator Review Draft Budgets	Budgets are reviewed in preparation for presentation to Council. First round of feedback from Mayor given.
October	10/8/2026	Council Budget Workshop #3	Presentation of City Hall Departments & "Other" funds (lodging, housing, etc.) operating to City Council.
October	10/15/2026	Council Budget Workshop #4	Presentation of Parks and Public Works Operating and Enterprise fund budgets to City Council.
October	10/20/2026	Council Budget Workshop #5	Review of operating budgets. Presentation of Personnel scenarios, Rates & Fees, along with 301 General Fund capital requests to City Council.
October	10/27/2026	Preliminary Budget Public Hearing	Required public hearing
November	11/3/2026	Council Budget Workshop #6	Presentation of Capital Budgets
November	11/3/2026	Revenue Public Hearing	Required public hearing for revenue sources for the coming year; includes consideration of possible increase in property tax.
November	11/10/2026	Adoption of Tax Ordinance & Levy Certification	City Council votes to adopt the tax ordinance and levy certification.
November	11/12/2026	Council Budget Workshop #7	Final review of operating, capital, personnel, rates and fees and other funds to City Council for final feedback. Budget
November	11/13/2026	Final Draft Made Public	Final/complete draft of budget made available for public viewing.
November	11/24/2026	Final Budget Public Hearing	Required public hearing
December	12/1/2026	Council Budget Workshop #8	Review projected year-end fund balances.
December	12/8/2026	Adoption of Final Budget	City Council votes to adopt 2027 Budget
December	12/8/2026	Adoption of Rates and Fees	City Council votes to adopt 2027 Rate & Fee Schedule.

Submission Date	City Point of Contact	Department	Company Name	Project Name, Project Number and Document Name	Term Start Date	Term End Date	Select a Contract Term:	This Contract Has Been Review	Council Action	Dollar Value
7/8/2026	Travis Denham	Public Works	RH2 Engineering, Inc.	Stormwater Management Action Plan	2026-07-08	2027-06-30	Extended End Date	No	No	0
6/30/2026	Chad Coltman	Admin	ThoughtExchange	Survey Management	2026-07-01	2027-06-30	Extended End Date	No	No	$10,000.00
6/24/2026	Travis Denham	Public Works	WSDOT	Farnham and Webster Pedestrian Improvement project - WSDOT Design Review Reimbursement Agreement	2026-06-24	2026-12-31	Original End Date	No	No	$2,000.00
6/18/2026	Rox Hoskins	Public Works	Bayley Construction	Recycle Center - Change Order 1 - MEP and PEMB Design	2026-02-03	2027-02-03	Original End Date	No	No	$362,891.00
6/12/2026	Drew Belton	Public Works	Campbell's Resort	Modifying customer owned compactor to allow for servicing with a bottom hook	2026-06-15	2026-06-29	Original End Date	Yes	No	$5,000.00