



**WENATCHEE CITY COUNCIL**  
**Thursday, February 22, 2018**

Wenatchee City Hall  
 129 South Chelan  
 Wenatchee, WA 98801

**AGENDA**

**5:15 p.m. Regular Meeting**

**1. Call to Order, Pledge of Allegiance, and Roll Call.**

**2. Consent Items:**

- Motion to approve agenda, vouchers, and minutes from previous meetings.

Vouchers:

Claim checks #185020 through #185072 in the amount of \$255,621.24 for February 8, 2018

Checks #185073 through #185159 in the amount of \$217,182.85 for February 15, 2018

Payroll distribution in the amount of \$303,700.00 for February 20, 2018

Wires #1433 and #1434 in the amount of \$34,980.21 for February 27, 2018

**3. Citizen Requests/Comments.**

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on items either not on the agenda or not listed as a public hearing. The Mayor will ask if there are any citizens wishing to address the Council. When recognized, please step up to the microphone, give your name and mailing address, and state the matter of your interest. If your interest is an agenda item, the Mayor may suggest that your comments wait until that time. Citizen comments will be limited to three minutes.

**4. Presentations.**

- St. Patrick's Day Parade Request

**5. Action Items.**

- A. Rotary Park Project Agreement with Wenatchee Rotary Club  
 Presented by David Erickson, Parks, Recreation & Cultural Services Director

*Motion for City Council approval and authorization of the Mayor's signature on the Project Agreement with the Wenatchee Rotary Club for the Rotary Park parking and picnic shelter agreement.*

- B. RCO Grant Application Authorizations  
Presented by David Erickson, Parks, Recreation & Cultural Services Director

*Resolution No. 2018-05, authorizing staff to prepare and submit Washington Recreation Conservation Fund Board grant applications.*

- C. Project Funding Agreement with the State of Washington  
Presented by David Erickson, Parks, Recreation & Cultural Services Director

*Resolution No. 2018-04 authorizing the Mayor to sign a Funding Board Project Agreement with the State of Washington accepting funding assistance through the Land and Water Conservation Fund (LWCF) for the Kiwanis Methow Park Renovation Phase One Project (Number 16-1665D).*

- D. Proposed Interim Official Control Relating to Cryptocurrency Mining Operations  
Presented by Community Development Staff

*Ordinance No. 2018-04, adopting an interim control relating to cryptocurrency mining operations in the City of Wenatchee, to be effective immediately, setting a date for the public hearing on, and declaring an emergency necessitating immediate adoption.*

- E. Annexation 10 Percent Petition – Chelan Douglas Land Trust  
Presented by Community Development Staff

*Motion for City Council to approve the annexation boundary proposed in the ten percent (10%) annexation petition for the proposed annexation area located in an unincorporated area within the urban growth boundary, to require the adoption of the proposed zoning regulations as it is set forth in the Comprehensive Plan of the City as Residential Single Family, and to require the assumption of existing indebtedness of the City by the area to be annexed.*

- F. Northwest Wholesale Property Acquisition  
Presented by Steve King, Economic Development Director

*Motion for City Council to approve the purchase of the remnant parcels and authorize the Mayor to sign all necessary documents related thereto.*

- G. Property Surplus – Stevens Street Area  
Presented by Steve King, Economic Development Director

*Resolution No. 2018-10, declaring certain real property surplus to the needs of the City of Wenatchee.*

## 6. Public Hearings.

The Mayor will call the Public Hearing to order and state the ground rules, the purpose of the hearing, the action that the hearing body may take on the matter, will address the appearance of fairness doctrine, and will state the manner in which the hearing will proceed. Staff will first give a report, followed by testimony of experts and/or the applicant, followed then by public testimony. All speakers must speak into the microphone and clearly state their names and addresses. All comments should be addressed to the hearing body, should be relevant to the application, and should not be of a personal nature. Public testimony may be limited to three minutes, unless further time is granted by the Mayor. If there are a large number of speakers, a representative may be appointed to speak on behalf of the group.

### H. City of Wenatchee Comprehensive Six Year Street Program Amendment Presented by Gary Owen, City Engineer

*Ordinance No. 2018-06, amending the 2018-2023 comprehensive six year street program for the City of Wenatchee as previously adopted in Ordinance No. 2017-18.*

## 7. Reports.

- a. Mayor's Report
- b. Reports/New Business of Council Committees

## 8. Announcements.

## 9. Adjournment.



## WENATCHEE CITY COUNCIL MEETING

Thursday, February 8, 2018

Wenatchee City Hall  
129 South Chelan  
Wenatchee, WA 98801

**DRAFT**

### MINUTES

**In attendance:**

Mayor Frank Kuntz  
Councilmember Jim Bailey  
Councilmember Ruth Esparza  
Councilmember Lyle Markhart  
Councilmember Keith Huffaker  
Councilmember Mark Kulaas  
Councilmember Mike Poirier

**Staff in attendance:**

City Attorney Steve Smith  
City Clerk Tammy Stanger  
PIO/Deputy Clerk Annagrisel Alvarez  
IS Support Tim McCord  
Steve King, Economic Development Director  
Brad Posenjak, Finance Director  
Jessica Shaw, Environmental Manager  
Matt Leonard, Public Works Director  
Aaron Kelly, Operations Manager  
Glen Devries, Community Development Director

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#### 5:15 p.m. Regular Meeting

##### 1. Call to Order, Pledge of Allegiance, and Roll Call.

Mayor Frank J. Kuntz called the regular meeting to order at 5:15 p.m. Councilmember Keith Huffaker led the Pledge of Allegiance. The excused absence of Councilmember Linda Herald was noted for the record.

##### 2. Consent Items:

- Motion to approve agenda, vouchers, and minutes from previous meetings.

**Motion by Councilmember Keith Huffaker to approve the agenda, vouchers, and minutes from previous meetings; Motion seconded by Councilmember Lyle Markhart. Motion carried (6-0).**

### 3. Citizen Requests/Comments.

Joe Morrison, 310 Whitebirch Place, Wenatchee, a member of the city's Electoral Process Committee, requested a status update of the Council's review of the Electoral Process Committee's recommendation. The Mayor and Councilmember Mark Kulaas addressed Mr. Morrison and indicated that the review would take place after the current legislative session has ended.

### 4. Action Items.

- A. Authorization for Washington State Community Economic Revitalization Board Agreement for McKittrick Street Extension Project

Steve King, Economic Development Director, presented the staff report. Council asked questions.

**Motion by Councilmember Jim Bailey to approve Resolution No. 2018-08, of the City of Wenatchee, Washington, authorizing and directing the Mayor to execute on behalf of the City of Wenatchee an agreement between the Washington State Community Economic Revitalization Board and the City of Wenatchee for aid in financing the costs of public facilities consisting of the McKittrick Street Extension Project. Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).**

- B. Travel and Business Expense Policy Updates

Brad Posenjak, Finance Director, presented the staff report. Council asked questions.

**Motion by Councilmember Keith Huffaker to approve Resolution No. 2018-06, adopting updated travel and business expense policies. Councilmember Ruth Esparza seconded the motion. Motion carried (6-0).**

- C. Financial Policy Management Policy Revisions

Brad Posenjak, Finance Director, presented the staff report. Council asked questions.

**Motion by Councilmember Ruth Esparza to approve Resolution No. 2018-07, adopting updated financial management policies. Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).**

- D. Washington Water/Wastewater Agency Response Network Agreement

Jessica Shaw, Environmental Manager, presented the staff report. Council asked questions.

**Motion by Councilmember Mike Poirier for City Council to authorize the Mayor's signature on the Mutual Aid and Assistance Agreement for Washington State for Intrastate Water/Wastewater Agency Response Network. Councilmember Keith Huffaker seconded the motion. Motion carried (6-0).**

- E. Interlocal Agreement with Cascadia Conservation District Contract for Technical Assistance, Project Coordination and Support Services

Aaron Kelly, Public Works Operations Manager, and Matt Leonard, Public Works Director, presented the staff report. Council asked questions.

**Motion by Councilmember Lyle Markhart for City Council to authorize the Mayor's signature on the Interlocal Agreement with the Cascadia Conservation District. Councilmember Jim Bailey seconded the motion. Motion carried (6-0).**

- F. Surplus Property

Matt Leonard, Public Works Director, presented the staff report.

**Motion by Councilmember Mark Kulaas to approve Resolution No. 2018-09, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Department of Public Works to dispose of the personal property identified herein. Councilmember Keith Huffaker seconded the motion. Motion carried (5-0) (Poirier abstain).**

## 5. Reports.

- a. Mayor's Report.

The Mayor reported on his trip to Washington D.C. last week where they met with Congressmen Reichert and Newhouse, Senator Cantwell and aides, Senator Murray's staff, and the White House Government Affairs Office regarding the INFRA grant. He was in Olympia just yesterday meeting with legislators about the important topics pending, which include the environmental remediation project at Saddle Rock, Our Valley Our Future, environmental assistance for Confluence Parkway, a housing assistance ask for WSU/Tree Fruit Research Center, and a city-wide housing tax rebate, among other things. He also met with Senator Hobbs, the transportation lead. Anna was also there with the Chamber Leadership class. Next week's work session items will include water and security cameras. He also spoke about the interest in the area for super computing and met with a company who makes 75% of the world's bitcoin components. In this coming Monday's issue of the "Wall Street Journal" there will be an article about bitcoin in the region.

b. Reports/New Business of Council Committees

Councilmember Lyle Markhart attended the Wellness Committee meeting today and announced that they are planning a bowling competition with the City of East Wenatchee. More information to come.

**6. Announcements.** None.

**7. Adjournment.** With no further business, the meeting adjourned at 5:48 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk



## WENATCHEE CITY COUNCIL WORK SESSION

WENATCHEE CITY HALL  
129 South Chelan  
Wenatchee, WA 98801

**DRAFT**

Thursday, February 15, 2018  
5:15 p.m.

### MINUTES

Mayor Frank J. Kuntz called the work session to order at 4:45 p.m. for the purpose of meeting in executive session.

Councilmembers Lyle Markhart, Keith Huffaker, Mike Poirier, Ruth Esparza (via phone) were present.

Motion by Councilmember Keith Huffaker to meet in executive session for a time period not to exceed 30 minutes, with legal counsel present, to discuss with legal counsel representing the agency matters of litigation or potential litigation to which the agency is, or is likely to become, a party. RCW 42.30.110(1)(i). Motion seconded by Councilmember Lyle Markhart. Motion carried (4-0).

Attorney Carol Morris, Councilmember Ruth Esparza, and Councilmember Linda Herald joined the executive session via phone conference.

Council adjourned from executive session at 5:12 p.m.

### **DISCUSSION ITEMS:**

A. Security Camera Discussion.

Arts, Parks & Recreation Director David Erickson and Police Chief Steve Crown presented information on current security cameras installed in Centennial Park, Lincoln Park, Memorial Park, and at Saddle Rock. The cameras have helped in deterring crime and have assisted in other ways such as identifying individuals who have caused damages in the parks. There is a need for additional cameras to be installed to help prevent vandalism in Hale Park and Locomotive Park, with other parks/trailheads on the list for installation in future years. The Mayor would really like to see Skyline Drive as a priority for a security camera as well.



B. Lincoln Park Improvement Plan

Arts, Parks & Recreation Director David Erickson presented the history of Lincoln Park and needed improvements to enhance and update the park with new walking paths, a splash pad, new playground equipment, stage, restrooms, picnic shelter, parking, and soccer field. Future improvements would also include an additional ballfield. There are several grants that staff will be preparing to apply for, and local partnerships have been formed for the improvements project to Lincoln Park.

C. Water Comprehensive Plan Update

Utilities Engineer Jeremy Hoover and Public Works Director Matt Leonard presented an overview of the water comprehensive plan update including the history relating to the city system, the importance of keeping up with improvements in the plan to meet the needs of customers, the elements of the plan analysis, and rate analysis. FCS and RH2 Engineers will be working with staff to provide the information of the plan and rate analysis at an upcoming meeting for Council consideration.

The Council will meet next Thursday for a regular meeting. Public Works Director Matt Leonard has arranged a “chip seal” tour for the City Council next Tuesday at 1:30 p.m.

The meeting adjourned at 6:35 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk



# MEMO

To: Mayor Kuntz and City Council  
From: Dave Erickson, Parks, Recreation and Cultural Services Director  
Re: Rotary Park Project Agreement  
Date: January 29, 2018

**ACTION REQUESTED:**

***Move approval of the project agreement with the Wenatchee Rotary Club for the Rotary Park parking and picnic shelter project.***

**BACKGROUND:**

At the June 2016 Commission meeting Phil Rasmussen from the Rotary Club presented information about their intent to construct a second picnic shelter in Rotary Park near the parking area.

In May 2017 Rich Peters of the Rotary Club met with department staff to again discuss the project. Mr. Peters attended the July 2017 Arts, Recreation and Parks Commission meeting to present updated information about the picnic shelter project including the addition of a parking expansion project. The Commission recommended that a funding request be included in the 2018 budget for the project.



Over the next two months Mr. Peters also presented a request for funding at a City Council meeting and City Council Finance Committee meeting.

Per the recommendation of the Arts, Recreation and Parks Commission and direction of the City Council Finance Committee, a \$30,000 budget request for the project was prepared and submitted for consideration in the 2018 City budget process. The request was approved on November 16, 2017.

Staff prepared a draft project agreement with the Rotary Club for the project and provided to them in August 2017. The agreement is similar to one utilized for the Washington Park Shelter Project. The Rotary Club completed their review and approval of the draft project agreement in January 2018. The agreement was reviewed by the City Attorney and is attached here for Council's consideration.

## **Rotary Park Picnic Shelter and Parking Expansion Project Agreement**

This Agreement (“Agreement”) is entered into by and between the City of Wenatchee, a municipal corporation of the State of Washington (hereinafter “City”), and the Wenatchee Rotary Club of Wenatchee, Washington USA, a Washington Non-profit corporation, (hereinafter referred to as the “Club”), collectively referred to herein as the “Parties.”

### **RECITALS**

**WHEREAS**, the City of Wenatchee adopted a Parks, Recreation and Open Space Comprehensive Plan on May 11, 2017; and

**WHEREAS**, the Comprehensive Plan outlines a series of goals, recommended actions and timelines to implement the recommendations regarding the direction, process and priorities for future park master planning, facility design and development, operations, recreation programming and organizational development; and

**WHEREAS**, the plan specifically identified the need to improve park infrastructure and utilize alternative sources of funding to implement park improvement projects in order to provide comprehensive parks and recreation services within the City of Wenatchee; and

**WHEREAS**, Club members realize the importance that recreation facilities and programs play in enhancing the overall quality of life of Wenatchee residents and providing a positive influence on the development of an individual’s mind, body and character; and

**WHEREAS**, the Club has pledged to lead the effort to raise any funding required and coordinate construction to add a second picnic shelter and expand parking in Rotary Park (the “project”); and

**WHEREAS**, the project was presented at a City of Wenatchee Arts, Recreation and Parks Commission meeting, City Council work session and City Council Finance Committee meeting and the Club was recommended to receive \$30,000 from the City of Wenatchee 2018 budget for the project;

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

### **AGREEMENT**

**Purpose and Scope.** The purpose of this Agreement is for the Parties to identify how they will cooperate and partner, for the mutual benefit of the Parties, to advance the vision, goals and objectives of the City of Wenatchee Parks, Recreation and Open Space Comprehensive Plan and the goals and Objectives of the Club.

1. Specific Objectives and Completion Dates. The Parties have agreed to the following specific objectives and targeted completion dates. The parties will adjust the dates as necessary.
  - 1.1 Planning/Permitting Phase. The Club will submit applications for any permitting required to complete the project. This may include, but not be limited to: Building, plumbing and electrical permits and cultural resources or historical reviews. The design of the shelter and parking lot will meet the standards prescribed by the City including ADA accessibility, appearance, location, materials and amenities found within. The final design must be approved by the City with engineering provided to the City at the 30%, 60% and 100% levels and all funding for the project received by the Club prior to the Construction Phase beginning.

Targeted Completion Date: February 28, 2018.
  - 1.2 Construction Phase. The Club shall be responsible for all labor, materials and supplies for construction. Demolition and construction activities will be coordinated with City staff prior to implementation and will occur during the park “off-season”. “Off-season” is generally October through May. A detailed construction schedule will be provided to the City prior to start to allow for notification of the public, media and City staff. Construction methods will meet industry standards. Construction coordinated by the Club will meet the same State prevailing wage and bidding laws that the City is required to follow. The construction site will be secured during the project to ensure the safety of the public.

Targeted Completion Date: May 15, 2018.
  - 1.3 The Parties agree to publicly support and advocate, as needed, the purpose and specific objectives of the Agreement.

Targeted Completion Date: Ongoing.
2. Term. The Term of the initial Agreement shall be from February 22, 2018 through December 31, 2018.
3. Cost. The Parties recognize that the implementation of this Agreement requires funding. The Parties acknowledge that the City has allocated \$30,000 to implement this Agreement. Work undertaken to implement this Agreement will be provided by the Club unless alternative funding is identified and received by one or both Parties. The Parties understand that the Project may not commence until all required funding is received. It is a condition to the Club’s obligations hereunder that no additional overflow pipe will be required for storm water retention.
4. Hold Harmless and Indemnity. The Club agrees to defend, indemnify and hold harmless the City, its appointed and elected officials, employees and agents from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims, or lawsuits for damages resulting from

personal bodily injury, including death at any time resulting therefrom, or property damage, sustained or alleged to have been sustained by any person or persons arising or alleged to have arisen directly or indirectly out of or in consequence of the project.

5. Insurance and Limits. A minimum of ten (10) days prior to beginning work at the site, the Club shall secure and maintain a policy of general liability insurance with combined single limits of liability no less than \$1,000,000 each occurrence, and \$2,000,000 general aggregate. The City shall be named as an additional insured on this policy. Insurance is to be placed with issuers with a current A.M. Best rating of not less than A: VII (rating must be noted on certificate next to name of insurance company). A copy of the endorsement page naming the City as additional insured must also accompany the certificate. The City shall be advised in writing a minimum of thirty (30) days in advance of any termination of the insurance required hereunder.
6. Agreement Review and Monitoring. The Parties shall communicate regularly to discuss the status of the Agreement and to resolve any issues or disputes related to the successful completion of this Agreement.
7. Dispute Resolution. The City and Club will work collaboratively to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of authority. The services of a mediator may be used to assist with the resolution. If the Parties agree that mediation is necessary, the Parties agree to share equally in the cost of mediation services.
8. Governing Law/Venue. This Agreement is governed by the laws of the State of Washington. The jurisdiction of any action hereunder shall be in the Superior Court of Chelan County, Washington.
9. Attorney's Fees. In the event of litigation regarding any terms of this Agreement, the parties shall bear their own attorney's fees and costs incurred therein.
10. Notice. Any notice required by this Agreement shall be sent to:  
  
City of Wenatchee Parks, Recreation and Cultural Services  
Attention: Director  
P.O. Box 519  
Wenatchee, WA 98807  
  
Rotary Club of Wenatchee, Washington USA  
PO Box 1723  
Wenatchee, WA 98807-1723
12. Contact person. Rich Peters, on behalf of the Club, and David Erickson, on behalf of the City, shall be the primary contact persons for each party.
13. Relationship of the Parties. The Club is an independent organization in all respects with respect to the project. Nothing in this Agreement shall be considered to create the

relationship of employer and employee, principal and agent, or landlord and tenant between the Parties.

14. Termination. This Agreement may be terminated for cause with 60 days written notice by the Club or City. "For cause" shall include, but not be limited to, violation of any of the terms of this Agreement, or failure to make substantial and timely progress on the objectives of the Agreement within the timelines set forth herein.

DATED this 22nd day of February, 2018.

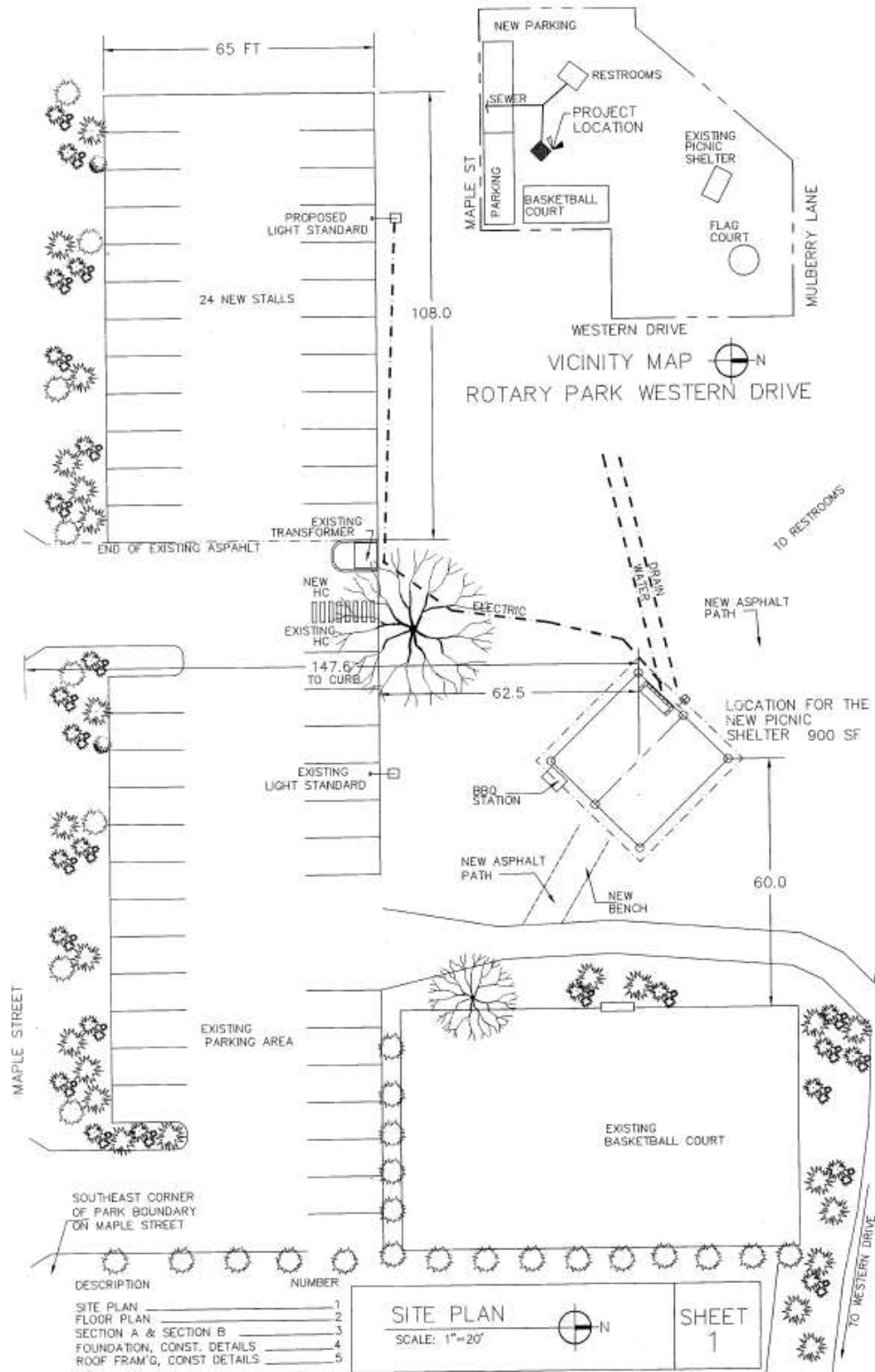
CITY OF WENATCHEE

By \_\_\_\_\_  
FRANK KUNTZ, Mayor

WENATCHEE ROTARY CLUB

By \_\_\_\_\_  
DONALD B. MYERS, President

### EXHIBIT A ROTARY PARK CONCEPTUAL PLAN





# MEMO

Parks, Recreation and Cultural Services Department

To: Mayor Kuntz and City Council  
From: Dave Erickson, Parks, Recreation and Cultural Services Director  
Re: RCO grant application authorizations  
Date: January 17, 2018

**ACTIONS REQUESTED:**

***Move approval of Resolution 2018-05 authorizing staff to prepare and submit Washington Recreation Conservation Fund Board grant applications.***

**BACKGROUND:**

The public involvement process used to create the 2018-24 Parks, Recreation and Open Space Plan defined several park acquisition and development goals (PRG), objectives (PRO) and Strategic Actions (SA) for the City to pursue to meet the needs and desires of the community. These are included in Chapter 5 of the plan document. A few of those that specifically relate directly to this agenda item include:

- PRG 2.0 Acquire and develop an interconnected system of multi-functional parks, trails, recreation facilities and open spaces that is attractive, safe and available to all segments of the City's population.
- PRO 2.2 Place a priority on the revitalization and improvement of existing parks and recreation facilities.**
  - SA 2.2.1 Provide Americans with Disabilities Act (ADA) access in at least 75% of all park areas.
  - SA 2.2.6 **Renovate Lincoln Park including adding two Youth Baseball Fields, one soccer field, a second picnic shelter, splash pad, replacing the play equipment, BMX Pump Track, ADA accessibility and landscaping.**
- PRO 2.3 Provide parks, and recreation facilities to meet deficiencies and are locally unique in character, historically significant, interconnected, inclusive, accessible and financially feasible to maintain.
- PRO 2.4 Place priority on maximizing grants, alternative sources of funding, and inter-agency cooperative arrangements to develop the City's park, open space, and trail resources.**
- PRO 2.7 Develop partnerships with other agencies to meet the demand for parks and recreational facilities in the City.
- PRO 3.1 Actively seek out alternative funding sources for the development and maintenance of parks, natural areas and recreation facilities.



PRO 3.2 Continually seek operational efficiencies to ensure that parks and recreation facilities are provided to the community in the most cost effective manner possible.

The proposed projects are also highly ranked in the capital investment plan. An excerpt is:

**Table 6.1.1: Parks, Recreation and Open Space Capital Investment Plan Summary**

Project Rank	Project Number	Project Name	Location	Total Cost
1	PK2006C3	Park Renovations	Pioneer Park	\$9,000,000
2	PK2013C6	Hale Park Development	Hale Park	\$1,117,000
3	PK2006T11	Pedestrian Bridge Extension	Hale Park	\$3,000,000
4	PK2006N2	Park Renovations	Kiwanis Methow Park	\$3,100,000
5	PK2006C1	Park Renovations	Lincoln Park	\$2,186,000
6	PK2006N1	Park Renovations	Chase Park	\$139,200
7	PK2006C6	New Community Park 1	Central Area	\$3,000,000
8	PK2006T2	New Trail Corridor 4	To Be Determined	\$200,000
9	PK2006O1	Saddle Rock Habitat Restoration Phase Two	Saddlerock	\$900,000
10	PK2006S5	Recreation Center	To Be Determined	\$39,000,000
11	PK2006T8	Broadview Trailhead	To Be Determined	\$300,000
12	PK2016C8	New Community Park 2	Sunnyslope	\$3,000,000
13	PK2006T9	Lower Horselake Trailhead	Lower Horselake	\$200,000
14	PK2006 T1	Foothills Trails	To Be Determined	\$350,000
15	PK2015O6	Foothills North Habitat Enhancement	Foothills North	\$120,000
16	PK2016N12	Okanogan Street Park	Okanogan Park	\$170,000

Opportunities to obtain grant funding for parks and recreation projects are somewhat limited. One of the largest grant agencies with programs available to cities for parks is the Washington State Recreation Conservation Funding Board (RCFB). Within the RCFB is the Recreation Conservation Office (RCO). They are the managing agency for a number of grant programs.

The rigorous, time consuming and highly competitive RCO grant application process begins in early February and continues throughout the year with technical presentations typically held in May and final project presentations held in Olympia in August. The ranked list of projects are usually available in September and potentially funded list published at the end of October. It is estimated that the certification of match will be due in April 2019 and grant awards and contracts would occur in the summer of 2019 depending upon when the State adopts its capital budget. If the applications are successful, and depending upon when contracts are issued, final project engineering could be completed by the end of 2019 with construction in 2020 or 2021 for each of the projects.

Since 2008, the City has been successful in obtaining over \$5.7 million dollars in RCO grant funding to complete projects including: the acquisition of Saddle Rock, Saddle Rock Gateway and Outdoor Education Area Construction, Foothills North Natural Area Acquisition, Hale Park Phase One and Phase Two Development Projects, Sage Hills Gateway Acquisition, Kiwanis Methow Park Revitalization Projects and the Lower Castle Rock acquisition.

Authorizing the preparation and submittal of applications is required by the RCO and is one of the first steps in the grant process. It is non-binding. Should the grant match or other conditions materialize which make it necessary to not finalize an application, pursuit of the grant can be discontinued. An example of this is the Saddle Rock Gateway and Outdoor Education area project. In 2012, the application was started, but not finalized as grant match and other property issues prevented the application from being

successful. After those issues were resolved in 2014, the application was again pursued and the project went on to be the top ranked application in the State.

### **SUMMARY OF THE PROPOSED PROJECTS**

The proposed grant projects are designed to take advantage of non-city grant match. Match may be derived from donations, other grants, cash, volunteers, use of equipment, staff time and other sources. There are a number of details such as budget and project scope that will need to be resolved for each application prior to formal submittal. The following is a general description of the projects.

#### **Lincoln Park Revitalization Project**

The first project includes multiple grant applications for the renovation of Lincoln Park. For this project, staff is proposing preparing a \$500,000 Washington Wildlife and Recreation Program Local Parks Development Grant, \$250,000 Youth Athletic Facilities Account Grant and \$500,000 Land and Water Conservation Fund Grant.

These grants and other identified funding sources would allow improvements for the park to be implemented that have been discussed and incorporated into the Lincoln Park plan for the last several years. Project elements will be refined through the application development process but may include: the replacement of the stage, restrooms and play area; engineering; landscaping; walkway, parking and utility upgrades; renovation of the soccer field and addition of a bmx pump track, second picnic shelter and spray park. A more detailed presentation about the project was provided at a Public Works Council Committee meeting and February 15<sup>th</sup> City Council Work Session.



The grant match is estimated to come from the use of the sewer and art funds; city appropriations; matching the grants against one another; donations through fundraising efforts; and in-kind staff costs.

#### **Kiwanis Methow Park Turf Field Project**

This project complements the revitalization of Kiwanis Methow Park project that is scheduled for construction in 2019. The City of Wenatchee and The Trust for Public Land have been collaborating on the project since 2015, engaging the community to evaluate the existing park usage and establish community priorities for renovation. This application will focus on the multipurpose field and related amenities.



The total project budget is anticipated to be \$270,000, with the funding request of approximately \$220,000 coming from the Youth Athletic Facilities grant program. This project will replace the grass soccer field with artificial turf, add a volleyball area, and install additional seating for parents and spectators. Converting the grass field to artificial turf will increase playability and safety, no matter

the season. Additional sport-focused lighting will allow greater seasonal use. A new volleyball net that hooks onto to the fence around the field will add a new athletic opportunity. Additional seating will accommodate spectators during games.

With RCO's new match reduction policy, the City will be required to provide 40% matching funds, for this project. The match for the project is anticipated to come from a variety of private and public funding sources including: The Icicle Fund, The Community Foundation of North Central Washington, Confluence Health, and other fundraising efforts led by the Trust for Public Lands.

### **Kinsey's Landing Trailhead Project**

This project would move the City one step closer toward completing the Foothills Trails Plan leaving just one trailhead remaining to develop. For this project a \$1,000,000 Washington Wildlife and Recreation Program Local Parks Acquisition/Development grant would be pursued. The project would acquire the property and develop a trailhead at the end of Broadview to access the Sage Hills trails. The trailhead portion of the project would be similar in scope to the Horselake Trailhead. Project elements will be refined through the application development process but may include: acquisition costs, parking, restrooms, signs, shelter, benches, roadway construction, fences and gates, engineering and landscaping.



Project elements will be refined through the application development process but may include: acquisition costs, parking, restrooms, signs, shelter, benches, roadway construction, fences and gates, engineering and landscaping.

The grant match is estimated to come from property and other donations, roadway construction costs and in-kind staff costs.

An RCO standard grant authorization resolution is attached. It has been reviewed by the City Attorney.

Staff and the Arts, Recreation and Parks Commission recommend approval.

## **RESOLUTION NO. 2018-05**

Project Names: Lincoln Park Soccer Field Renovation Project, YAF Grant  
Lincoln Park Revitalization Project, WWRP Grant  
Lincoln Park Renovation Project, LWCF Grant  
Kinsey's Landing Acquisition and Development Project, WWRP Grant  
Kiwanis Methow Park Turf Field Project, YAF Grant

**A RESOLUTION**, authorizing the person identified below (in section 2) to act as the authorized representative/agent on behalf of the City of Wenatchee and to legally bind our organization with respect to the above Projects for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

**WHEREAS**, state grant assistance is requested by our organization to aid in financing the cost of the Projects referenced above;

**NOW, THEREFORE, BE IT RESOLVED** that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Projects."
2. The Mayor is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Projects, including but not limited to, full authority to:
  - (1) Approve submittal of a grant application to the Office,
  - (2) Enter into a project agreements on behalf of our organization,
  - (3) Sign any amendments thereto on behalf of our organization,
  - (4) Make any decisions and submissions required with respect to the Projects,
  - (5) Designate a project contacts to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's Website at:

<http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreements on its behalf, that includes indemnification, and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreements, the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreements, confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreements with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the projects referenced above.

9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed “Deed of Right” for fee acquisitions, or an “Assignment of Rights” for other than fee acquisitions (which documents will be based upon the Office’s standard versions of those documents), to be recorded on the title of the property with the county auditor.
13. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.
14. Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
15. Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.

16. This resolution/authorization is deemed to be part of the formal grant application to the Office.
17. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This application authorization was adopted by our organization during the meeting held at Wenatchee City Hall on February 22, 2018:

Signed and approved on behalf of the resolving body of the organization by the following authorized members:

Signed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Washington State Attorney General's Office

Approved as to form:



1/19/18

*Assistant Attorney General*

*Date*



# MEMO

Parks, Recreation and Cultural Services Department

To: Mayor Kuntz and City Council  
From: Dave Erickson, Parks, Recreation and Cultural Services Director  
Re: Project Funding Agreement with the State of Washington  
Date: January 22, 2018

## ***ACTION REQUESTED:***

**Approval of Resolution 2018-04 authorizing the Mayor to sign the Funding Board Project Agreement with the State of Washington for the Kiwanis Methow Park Project #16-1665D.**

## ***BACKGROUND:***

The Kiwanis Methow Park Project began in 2015 as a partnership with the Trust for Public Land (TPL). Led by the TPL, it focused on a revitalization of Kiwanis Methow Park in South Wenatchee. TPL conducted a 12-month community engagement process to evaluate the existing park usage and community priorities for renovation.



On April 14, 2016 the City Council approved authorizing the Mayor to sign project agreement between the City and Trust to define roles and responsibilities for the project. Council also approved Resolution 2016-16 and 2016-21 which authorized staff to work with TPL to complete a \$500,000 State Washington Wildlife and Recreation Program Local Parks grant application and also a \$500,000 Federal Land and Water Conservation Funding Board grant application.

For much of 2016 staff and TPL personnel completed the rigorous and highly competitive RCO grant application process. TPL staff also continued the process to obtain community input of project design elements and seek additional outside funding for the project. Through these efforts, a \$100,000 National Endowment for the Arts Grant as well as other donations and grants were secured for the project. Through a number of property transitions which occurred in 2016, the City was also able to contribute \$250,000 toward the project.

At the end of 2016, the State released the ranked list of grant projects. Out of 22 applications statewide in the Land and Water Conservation Fund Program, the Kiwanis Methow Park Project ranked first in the State.

In the Washington Wildlife and Recreation Program, the project ranked second in the state





out of 77 projects.

In February 2017 as the project became closer to reality, the City Council approved an amendment to the project agreement with the TPL which addressed aspects of project implementation.

Since the end of 2016, construction of the project was in limbo until the State passed a capital budget and could release grant contracts. Fundraising has continued however. As of the time of this agenda report, the total project expense budget is estimated to be \$3,394,000. The budget is continually being refined as construction details are finalized and additional revenues secured. Project revenues come from a variety of sources. Including this LWCF grant, \$1,490,000 in public funding has been secured, \$541,000 in private funding has been secured with an additional \$367,500 in grant requests that are pending approval. Several grant requests are anticipated to be pursued in 2018. They total \$700,000 and if all are successful a funding gap of \$295,500 will remain.

The first contract that the State is able to release for the project is the Land and Water Conservation Grant Project agreement. The agreement is a standard RCO agreement which has been reviewed by the City Attorney and Finance Committee and is attached to the agenda bill.

There are two items of note for this grant agreement. Funding for the grants are federal funds provided to the State to administer through a grant agreement. When the State received their grant agreement for the funds, it contained a typo with the project end date reading 2018 instead of 2019. So all sub grant entities that cannot complete the project by the end of this year will need to request an amendment to the project to extend the end date to 2019. Our State grant manager didn't see any issues with this and noted that an extension request wouldn't impact our grant status for completing projects on time. If the grant is accepted by the City, staff would prepare a grant amendment request to accompany the signed grant agreements back to the State.

The second issue is with regard to match as we are still awaiting the release of the State WWRP grant. This grant agreement should be released soon as it was included in the recently passed State Capital budget. We are anticipating utilizing the WWRP grant to match the LWCF grant and vice versa. Under normal circumstances we could wait to approve the LWCF contract with the WWRP contract but are also under time constraints on the front end of the project as we have to provide approved LWCF agreements back to the State no later than February 28, 2018.

This project is scheduled to go to bid in January 2019 with construction completed of this phase of the project to be completed by the end of 2019.

Staff also recommends acceptance of the grant.



## **RESOLUTION NO. 2018-04**

**A RESOLUTION** authorizing the Mayor to sign a Funding Board Project Agreement with the State of Washington accepting funding assistance through the Land and Water Conservation Fund (LWCF) for the Kiwanis Methow Park Renovation Phase One Project (Number 16-1665D).

**WHEREAS**, the City of Wenatchee desires to provide, maintain and develop high quality parks, recreation facilities and open spaces for the use of community residents and visitors; and

**WHEREAS**, the City of Wenatchee desires to secure for its residents an attractive, safe living environment for a high quality of life; and

**WHEREAS**, a goal of the Parks, Open Space and Recreation Plan is to complete park acquisition and development projects to help satisfy park and recreation needs for residents and visitors to the community; and

**WHEREAS**, another listed goal of the plan is to seek out and obtain outside sources of funding to complete the projects; and

**WHEREAS**, on April 14, 2016 the City Council approved Resolution No. 2016-21 authorizing staff in partnership with the Trust for Public Land to pursue grant funding through the competitive LWCF program; and

**WHEREAS**, the City of Wenatchee received notification from the State of Washington on September 27, 2017 that the grant application was the top ranked project in the State and would receive funding; and

**WHEREAS**, on January 3, 2018 the City of Wenatchee received the standard State Project Agreement;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor shall be and is hereby authorized to sign the LWCF Funding Board Project Agreement between the City of Wenatchee and the State of Washington Recreation and Conservation Office attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 22nd day of February, 2018.

**CITY OF WENATCHEE, a Municipal Corporation**

By: \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY L. STANGER, City Clerk

APPROVED:

By: \_\_\_\_\_  
STEVE D. SMITH, City Attorney



## Funding Board Project Agreement

**Project Sponsor:** City of Wenatchee

**Project Number:** 16-1665D

**Project Title:** Kiwanis Methow Park Renovation Phase 1

**Approval Date:** 9/27/2017

**A. PARTIES OF THE AGREEMENT**

This Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of Wenatchee (sponsor), PO Box 519, Wenatchee, WA 98807-0519 and shall be binding on the agents and all persons acting by or through the parties. The sponsor's Data Universal Numbering System (DUNS) Number is 075746545.

**B. PURPOSE OF AGREEMENT**

This Agreement sets out the terms and conditions by which a grant is made from the General Fund - Federal of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

**C. DESCRIPTION OF PROJECT**

The City of Wenatchee will use this grant to revitalize Kiwanis Methow Park, a 1.26-acre park located on the corner of Methow Street, Spokane Street, and South Walker Avenue in the City of Wenatchee, Chelan County. The City of Wenatchee will expand the playground, renovate a worn soccer field and basketball court, create a community garden, add walking paths with seating areas and skatepark elements, install green infrastructure, lighting, restrooms and a pavilion. The primary recreation opportunity provided by this project will be active recreation.

**D. PERIOD OF PERFORMANCE**

The period of performance begins on September 27, 2017 (project start date) and ends on December 31, 2018 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

**E. ON-GOING OBLIGATIONS**

For this development, renovation and restoration project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 25: Long-Term Obligations Of The Project Sponsors) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

**F. PROJECT FUNDING**

The total grant award provided by the funding board for this project shall not exceed \$500,000.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
<b>RCFB - Land and Water Conservation</b>	26.88%	\$500,000.00	Federal
<b>Project Sponsor</b>	73.12%	\$1,360,000.00	
<b>Total Project Cost</b>	100.00%	\$1,860,000.00	

**G. FEDERAL FUND INFORMATION**

A portion or all of the funds for this project are provided through the following federal funding source(s):

Federal Agency: US Dept of Interior  
 Catalog of Federal Domestic Assistance Number and Name: 15.916 - Land & Water Conservation  
 Federal Award Identification Number: P17AP00257  
 Federal Fiscal Year: 2017  
 Federal Award Date: 09/22/2017  
 Total Federal Award: \$500,000

Federal Award Project Description: Kiwanis Methow Park Renovation Phase 1

Sponsor's Indirect Cost Rate: 0.00% of all costs for this agreement

If federal funding information is included in this section, this Agreement is funded by a federal subaward from a portion of the total federal award. This funding is not research and development (R & D).

If the sponsor's total federal expenditures are \$750,000 or more during the sponsor's fiscal-year, the sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F - Audit Requirements, Section 500 (2013). The sponsor must provide a copy of the final audit report to RCO within nine months of the end of the sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

RCO may suspend all reimbursements if the sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any RCO Agreements with the sponsor if such noncompliance is not promptly cured.

**H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS**

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

**I. AMENDMENTS MUST BE SIGNED IN WRITING**

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

**J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES**

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable 43 C.F.R. Part 12, 2 C.F.R. Part 1402, RCW 79A.25, WAC 286 and RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

**K. SPECIAL CONDITIONS**

Special Condition #1: Cultural Resources-Survey Required

Funding for this project is partially derived through the National Park Service's Land and Water Conservation fund; therefore it is subject to review under Section 106 of the National Historic Preservation Act. The lead agency has completed the initial consultation for this project and a cultural resources survey is required. The Sponsor must submit to RCO the completed cultural resources survey and receive from RCO a Notice to Proceed before any ground disturbing activities can begin. Please ensure that your project milestones provide ample time for the Agencies to coordinate review with the consulting parties. Construction started without a Notice to Proceed will be considered a breach of contract. In the event that archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in Section 8 of this agreement.

**L. AGREEMENT CONTACTS**

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

**Project Contact**

Name: Dave Erickson  
Title: Parks and Recreation Director  
Address: PO Box 519  
Wenatchee, WA 98807  
Email: DErickson@wenatcheewa.gov

**RCFB**

Recreation and Conservation Office  
Natural Resources Building  
PO Box 40917  
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

**M. ENTIRE AGREEMENT**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

**N. EFFECTIVE DATE**

This Agreement, for project 16-1665D, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

**City of Wenatchee**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: (printed) \_\_\_\_\_  
Title: \_\_\_\_\_

**State of Washington, Recreation Conservation Office  
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kaleen Cottingham  
Director  
Recreation and Conservation Office

Pre-approved as to form:

By: \_\_\_\_\_ /s/ \_\_\_\_\_ Date: June 13, 2016  
Assistant Attorney General

## Standard Terms and Conditions of the Project Agreement

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## Standard Terms and Conditions of the Project Agreement

**Project Sponsor:** City of Wenatchee

**Project Number:** 16-1665D

**Project Title:** Kiwanis Methow Park Renovation Phase 1

**Approval Date:** 9/27/2017

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### SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.

B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

**acquisition project** - A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

**Agreement or Project Agreement** - The document entitled "Project Agreement" accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.

**applicant** - Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

**application** - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

**C.F.R.** - Code of Federal Regulations

**contractor** - An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R. § 200.23 (2013)).

**development project** - A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

**director** - The chief executive officer of the Recreation and Conservation Office or that person's designee.

**education project** - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

**education and enforcement project** - A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

**equipment** - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

**funding board** - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.

**indirect cost** - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

**landowner agreement** - An agreement that is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.

**maintenance project** - A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.

**maintenance and operation project** - A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.

**match or matching share** - The portion of the total project cost provided by the sponsor.

**milestone** - An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

**pass-through entity** - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance** - The time during which the sponsor may incur new obligations to carry out the work authorized under this Agreement (2 C.F.R. § 200.77 (2013)).

**planning (RCFB projects only)** - A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

**planning (SRFB projects only)** - A project that results in a study, assessment, project design, or inventory.

**pre-agreement cost** - A project cost incurred before the period of performance.

**project** - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

**project cost** - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

**RCO** - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

**reimbursement** - RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.

**renovation project** - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**restoration project** - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.

**RCW** - Revised Code of Washington

**RTP - Recreational Trails Program** - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.

**secondary sponsor** - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

**sponsor or primary sponsor** - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is 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. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)).

**subaward** - An award provided by a pass-through entity to a subrecipient 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 (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding.

**subrecipient** - Subrecipient means 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. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

**WAC** - Washington Administrative Code.

## SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 36: Order of Precedence.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

## SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

## SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

## SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's

agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractors and vendors, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

#### **SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR**

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B RCW.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

#### **SECTION 7. CONFLICT OF INTEREST**

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

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **SECTION 8. COMPLIANCE WITH APPLICABLE LAW**

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

- A. **Nondiscrimination Laws.** The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.
- B. **Wages and Job Safety.** The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- C. Archaeological and Cultural Resources. The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- D. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. Debarment and Certification. By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

#### SECTION 9. RECORDS

- A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. Public Records. Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

#### SECTION 10. PROJECT FUNDING

- A. Authority. This agreement is funded through a grant award from the recreation and conservation funding board per WAC 286-13-050 and/or the salmon recovery funding board per WAC 420-04-050. The director of RCO enters into this agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts. The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement. No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards. Pre-agreements costs before the federal award date in Section F: Project Funding are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

- E. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

#### **SECTION 11. PROJECT REIMBURSEMENTS**

- A. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding. Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- D. Retainage Held Until Project Complete. RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
  2. On-site signs are in place (if applicable);
  3. A final project report is submitted to and accepted by RCO;
  4. Any other required documents are complete and submitted to RCO;
  5. A final reimbursement request is submitted to RCO;
  6. The completed project has been accepted by RCO;
  7. Final amendments have been processed; and
  8. Fiscal transactions are complete.
  9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- E. Requirements for Federal Subawards: Match. The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (sponsor's) records;
  2. Are not included as contributions for any other Federal award;
  3. Are necessary and reasonable for accomplishment of project or program objectives;
  4. Are allowable under 2 C.F.R. Part 200, Subpart E-Cost Principles (2013);
  5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
  6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
  7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), as applicable.
- F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:
1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
  2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
  3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
  4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

#### **SECTION 12. ADVANCE PAYMENTS**

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

**SECTION 13. RECOVERY OF PAYMENTS**

- A. Recovery for Noncompliance. In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments. The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. Requirements for Federal Subawards. The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

**SECTION 14. COVENANT AGAINST CONTINGENT FEES**

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

**SECTION 15. INCOME AND USE OF INCOME**

- A. RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.
- B. Income.
  - 1. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
  - 2. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
    - (a) Value of any service(s) furnished;
    - (b) Value of any opportunities furnished; and
    - (c) Prevailing range of public fees in the state for the activity involved.
    - (d) Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- C. Use of income. Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
  - 1. The sponsor's matching resources;
  - 2. The project's total cost;
  - 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
  - 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
  - 5. Capital expenses for similar acquisition and/or development and renovation.
- D. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

**SECTION 16. PROCUREMENT REQUIREMENTS**

- A. Procurement Requirements. If Sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:
  - 1. Publish a notice to the public requesting bids/proposals for the project;
  - 2. Specify in the notice the date for submittal of bids/proposals;
  - 3. Specify in the notice the general procedure and criteria for selection; and
  - 4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

- B. Requirements for Federal Subawards.
1. For all Federal subawards except RTP projects, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
  2. For RTP subawards, sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

**SECTION 17. TREATMENT OF EQUIPMENT**

- A. Discontinued Use. Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. Loss or Damage. The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.
- C. Requirements for Federal Subawards. Except RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
  2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
  3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
  4. Adequate maintenance procedures must be developed to keep the property in good condition.
  5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- D. Requirements for RTP Subawards. The subrecipient (sponsor) shall follow such policies and procedures allowed by the State with respect to the use, management and disposal of equipment acquired under a Federal award (2 C.F.R § 1201.313 (2013)).

**SECTION 18. RIGHT OF INSPECTION**

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

**SECTION 19. STEWARDSHIP AND MONITORING**

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

**SECTION 20. PREFERENCES FOR RESIDENTS**

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

**SECTION 21. ACKNOWLEDGMENT AND SIGNS**

- A. Publications. The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs. The sponsor also shall post signs or other appropriate media during the project period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.

- C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
  - 1. The fund source;
  - 2. The percentage of the total costs of the project that is financed with federal money;
  - 3. The dollar amount of federal funds for the project; and
  - 4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

**SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION AND RESTORATION PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Document Review and Approval. The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- B. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.
- C. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

*"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."*
- D. Use of Best Management Practices. Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

**SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

- A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title. The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
  - 1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. See WAC 420-12 or 286-13. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
  - 2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
  - 3. Easements and Leases. The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.



- E. Real Property Acquisition and Relocation Assistance
1. Federal Acquisition Policies. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
  2. State Acquisition Policies. When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
  3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.
- F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.
- G. Hazardous Substances.
1. Certification. The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
    - a. No hazardous substances were found on the site, or
    - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
  2. Responsibility. Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
  3. Hold Harmless. The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.
- H. Requirements for Federal Subawards. The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

#### **SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES**

The sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. Also see WAC Title 286 or 420. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

#### **SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

- A. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
  2. In a reasonably safe condition for the project's intended use.
  3. Throughout its estimated useful service life so as to prevent undue deterioration.
  4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

- B. Open to the public. Facilities open and accessible to the general public must:
1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
  2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
  3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

#### **SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS**

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

#### **SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

- A. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

- B. 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 (sponsors) 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 C.F.R. § 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 (sponsor) 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 (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

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 C.F.R 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 (sponsor) 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 (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity (sponsor) 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 C.F.R. 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.

- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (sponsor) 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 (sponsor) must comply with the requirements of 37 C.F.R 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.
- E. 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 identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- F. 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.
- G. Procurement of Recovered Materials. A non-Federal entity (sponsor) 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 C.F.R 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.
- H. Required Insurance. The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- I. Debarment and Suspension (Executive Orders 12549 and 12689). The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R 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.

**SECTION 28. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement in Section E: On-going Obligation.
- D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

**SECTION 29. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Land and Water Conservation Fund.

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement and incorporated herein. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

**SECTION 30. PROVISIONS FOR FARMLAND PRESERVATION ACCOUNT PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Washington Wildlife and Recreation Program Farmland Preservation Account.

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement:

- A. Section 15 - Income and Income Use;
- B. Section 19 - Stewardship and Monitoring;
- C. Section 21 - Acknowledgement and Signs;
- D. Section 23 - Provisions applying to Acquisition Projects, Sub-sections D, F, and G;
- E. Section 24 - Restriction on Conversion of Real Property and/or Facilities to Other Uses; and
- F. Section 25 - Construction, Operation and Maintenance of Assisted Projects.

**SECTION 31. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded by the SRFB.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

**SECTION 32. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Puget Sound Acquisition and Restoration program.

The sponsor agrees to the following terms and conditions:

- A. **Cost Principles/Indirect Costs for State Agencies.** Sub-Recipient (sponsor) will comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Audit Requirements.** Sub-recipient (sponsor) shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the sponsor expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all-federal funding from all sources. The sponsor shall forward a copy of the audit along with the recipient's response and the final corrective action plan to RCO within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/facweb/>.
- C. **Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- D. **Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- E. **Drug Free Workplace Certification.** Sub-recipient (sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.
- F. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- G. **Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor), if any. Sub-recipient (sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- H. **Lobbying.** The chief executive officer of this recipient agency (sponsor) shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient (sponsor) shall abide by their respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the U. S. or for lobbying or other political activities.

The sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- I. Reimbursement Limitation. If the sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the RCO approved budget.
- J. Disadvantaged Business Enterprise Requirements. Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- K. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:

Purchased Goods 8% MBE 4% WBE  
Purchased Services 10% MBE 4% WBE  
Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and sponsor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- 1. Include qualified minority and women's businesses on solicitation lists.
  - 2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
  - 3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
  - 4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
  - 5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- L. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
    - 1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
    - 2. \$3,000 or more is included for supplies; or
    - 3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
    - 4. Described in items (a) and (b).

When completing the form, recipients (sponsors) should disregard the quarterly and semi-annual boxes in the reporting period section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators can also answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the sponsor must submit a final MBE/WBE report.

Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

- M. SIX GOOD FAITH EFFORTS, 40 C.F.R., Part 33, Subpart C. Pursuant to 40 C.F.R. § 33.301, the sponsor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
  - 1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
  - 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
  - 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the sponsor awards subcontracts, require the sponsor to take the steps in paragraphs (1) through (5) of this section.

- N. Lobbying & Litigation. By signing this agreement, the sponsor certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this sponsor agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:  
Certification Regarding Lobbying, EPA Form 6600-06: [http://www.epa.gov/ogd/AppKit/form/Lobbying\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf)  
Disclosure of Lobbying Activities, SF LLL: [http://www.epa.gov/ogd/AppKit/form/sfllin\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/sfllin_sec.pdf)

Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

- O. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (sponsors) or by a recipients' (sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- P. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

### **SECTION 33. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA AND MARINE SHORELINE**

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA or the Marine Shoreline Protection program.

The sponsor shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

#### **A. Administrative Conditions**

1. Cost Principles. The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
2. Audit Requirements. The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding.
3. Hotel-Motel Fire Safety Act. Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
4. Recycled Paper
  - a. Institutions of Higher Education Hospitals and Non-Profit Organizations. In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

- b. State Agencies and Political Subdivisions. In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
  - c. State and Local Institutions of Higher Education and Non-Profit Organizations. In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.
  - d. State Tribal and Local Government Recipients. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
5. Lobbying. The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

- a. Part 30 Recipients. All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- b. Lobbying and Litigation. The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.
6. Suspension and Debarment. The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.

7. Drug-Free Workplace Certification. The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.
  - a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.
  - b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R Part 1536 at <http://ecfr.gpoaccess.gov>.
8. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
9. Reimbursement Limitation. If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.



10. Trafficking in Persons. The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.  

"YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."
11. Disadvantaged Business Enterprise Requirements, General Compliance. The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
12. Sub-Awards. If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:
  - a. Establish all sub-award agreements in writing;
  - b. Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
  - c. Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
  - d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
  - e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
  - f. Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
  - g. Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
13. Federal Employees. No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
14. Fly America Act. The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
15. Recovered Materials. The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
16. Copeland "Anti-Kickback" Act. All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R, 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 shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
17. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

18. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall 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 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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. See also Section 27: Provisions for Federal Subawards Only.
19. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. 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. See also Section 27: Provisions for Federal Subawards Only.
20. FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions. This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

B. Programmatic Conditions:

1. Semi-Annual FEATS Performance Reports. The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
  - a. Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
  - b. The reasons for slippages if the established outputs/outcomes were not met; AND
  - c. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 days after the end of each reporting period.

2. Final Performance Report. In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.
3. Recognition of EPA Funding. Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. Copyrighted Material. EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. Peer Review. The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. **Quality Assurance Requirements.** Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator. Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.
7. **Environmental Data and Information Technology.** Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

**SECTION 34. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA.

- A. **DUNS and CCR Requirements**
  1. Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the CCR until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.
  2. The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.
- B. **FY2011 ACORN Funding Restriction.** No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

**SECTION 35. PROVISIONS FOR MARINE SHORELINE PROTECTION PROGRAM PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Marine Shoreline Protection program.

The Sub-Recipient shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

- A. **Federal Finance Report (FFR).** Recipients (sponsor) shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at [www.epa.gov/ocfo/finservices/forms.htm](http://www.epa.gov/ocfo/finservices/forms.htm). All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients (sponsor) will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 C.F.R. § 30.62 and 40 C.F.R. § 31.43 if the recipient does not comply with this term and condition.
- B. **Reimbursement Limitation.** If the sponsor expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.
- C. **DUNS and CCR Requirements**
  1. **Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM).** Unless the sponsor is exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
  2. **Requirement for Data Universal Numbering System (DUNS) numbers.** If the sponsor is authorized to make subawards under this award, the sponsor:
    - a. Must notify potential subrecipients that no entity may receive a subaward from the sponsor unless the entity has provided its DUNS number to the sponsor.
    - b. May not make a subaward to an entity unless the entity has provided its DUNS number to the sponsor.

3. Definitions. For purposes of this award term:
  - a. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
  - b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
  - c. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R Part 25, subpart C:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization;
    - iv. A domestic or foreign for-profit organization; and
    - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  - d. Subaward:
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMS Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
    - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
  - e. Subrecipient means an entity that:
    - i. Receives a subaward from you under this award; and
    - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

#### D. CIVIL RIGHTS OBLIGATIONS

1. General. This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.
2. Statutory Requirements. In carrying out this agreement, the recipient must comply with:
  - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
  - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
  - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving
  - d. Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

3. Regulatory Requirements. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
  - a. For Title IX obligations, 40 C.F.R. Part 5; and
  - b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
  - c. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

4. Title VI - LEP, Public Participation and Affirmative Compliance Obligation.
  - a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004\\_register&docid=fr25jn04-79.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf)
  - b. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.
- E. Additional Term and Condition for Agricultural Landowners - Riparian Buffer Term for Agricultural Landowners. To be eligible for NEP implementation funding, provided directly or through a subaward, a private agricultural land owner whose property borders fresh or estuarine waters must establish and maintain a riparian buffer on all water courses on the property consistent with the National Marine Fisheries Service (NMFS) guidelines for Riparian Buffers Along Agricultural Water Courses in NW Washington and NRCS guidance on the NMFS guidelines. A land owner may be excluded from meeting this requirement if the funding is used solely for removal of shoreline armoring, onsite sewage system repair or replacement, engineered dike setbacks, or culvert or tide-gate replacements that provide for fish passage at all life stages. In some cases, the NMFS recommendations are framed in terms of ranges of buffer widths rather than point estimates, and expressed as probabilities of achieving desired outcomes. Local conditions and local circumstances matter, and may affect the choice of the riparian buffer most effective at achieving salmon recovery. Buffer widths may be less than specified in the table in cases where there is a scientific basis for doing so and all affected tribes in the watershed agree to deviations from the NMFS guidelines or where there are physical constraints on an individual parcel (e.g. transportation corridors, structures, naturally occurring).

#### **SECTION 36. ORDER OF PRECEDENCE**

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency;
- E. State law;
- F. Washington Administrative Code;
- G. Project Agreement;
- H. Board policies and procedures.

#### **SECTION 37. AMENDMENTS**

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions in and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension or scope adjustment is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

#### **SECTION 38. LIMITATION OF AUTHORITY**

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, 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 RCO.

#### **SECTION 39. WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

#### **SECTION 40. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH**

The funding board and RCO rely on the sponsor'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.

**SECTION 41. SPECIFIC PERFORMANCE**

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

**SECTION 42. TERMINATION**

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:

1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
2. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.

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

**SECTION 43. DISPUTE HEARING**

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

**SECTION 44. ATTORNEYS' FEES**

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

**SECTION 45. GOVERNING LAW/VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

**SECTION 46. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR**

In the cases where this Agreement is between the funding board (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from a lawsuit arising out of this agreement, including any third party claims relating to any work performed under this agreement, shall be binding and enforceable on the parties. Any money judgment or award against a tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F - Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

**SECTION 47. SEVERABILITY**

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

## LAND AND WATER CONSERVATION FUND (LWCF) GRANT AGREEMENT GENERAL PROVISIONS

### ARTICLE XI – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions in accordance with 2 CFR 200.308.

### ARTICLE XIV – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be requested in writing and approved by the NPS AO and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338 and the LWCF Assistance Manual ([https://www.nps.gov/subjects/lwcf/upload/lwcf\\_manual.pdf](https://www.nps.gov/subjects/lwcf/upload/lwcf_manual.pdf)).
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342 and the LWCF Assistance Manual.

### ARTICLE XV – GENERAL AND SPECIAL PROVISIONS

#### A. General Provisions

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
  - a) **Administrative Requirements:**  
*2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*
  - b) **Determination of Allowable Costs:**  
*2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and*
  - c) **Audit Requirements:**  
*2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.*
  - d) **Code of Federal Regulations/Regulatory Requirements:**  
*2 CFR Part 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";*  
*2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Governmentwide Debarment and Suspension (NonProcurement)";*  
*43 CFR 18, "New Restrictions on Lobbying";*  
*2 CFR Part 175, "Trafficking Victims Protection Act of 2000";*  
*FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;*  
*2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and*  
*2 CFR Part 170, "Reporting Subawards and Executive Compensation".*
2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as



amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 – No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.

**B) Special Provisions**

**1) Public Information and Endorsements**

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
- c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
- d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- e) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

- 2) **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

- 3) **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

- 4) **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337. With respect to 2 CFR 200.333(c), “final disposition” as it relates to real property acquired or developed with LWCF funds is considered to mean once the property is approved for conversion (i.e., as long as there is an LWCF interest in a property the records for it must be maintained).
- 5) **Audit Requirements**
  - a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
  - b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
  - c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.
- 6) **Procurement Procedures.** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
  - a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
  - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
  - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
  - d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
  - e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.
- 7) **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
- 8) **Seat Belt Provision.** The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally

owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

- 9) **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
- a) Provisions applicable to a recipient that is a private entity.
1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
      - a. Associated with performance under this award: or
      - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (NonProcurement)," as implemented by our agency at 2 CFR part 1400.
- b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (NonProcurement)," as implemented by our agency at 2 CFR part 1400.
- c) Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and



Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).

2. Where and when to report.
    - i. You must report each obligating action described in paragraph A.1. of this award term to <http://www.fsr.gov>.
    - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
  3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.
- b) Reporting Total Compensation of Recipient Executives.
1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
    - i. The total Federal funding authorized to date under this award is \$25,000 or more;
    - ii. In the preceding fiscal year, you received—
      - a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
  2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:
    - i. As part of your registration profile at <https://www.sam.gov>.
    - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c) Reporting of Total Compensation of Subrecipient Executives.
1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
    - i. In the subrecipient's preceding fiscal year, the subrecipient received—
      - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and



4. Subrecipient means an entity that:
  - i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

12) **Conflict of Interest**

- a) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.
- b) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.
- c) Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

**ARTICLE XVI – LWCF PROVISIONS**

**Part I – Definitions**

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.



- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

## **Part II - Continuing Assurances**

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the general, special, and LWCF provisions outlined in this award agreement and that it will further impose these provisions, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his/her designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described and shown in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the

conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the project agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Article XV.A.2.
  2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

### **Part III - Project Assurances**

#### **A. Project Application**

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

#### **B. Project Execution**

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the

Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.

2. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
3. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
4. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
6. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
7. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
8. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
9. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

#### C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director

will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

#### D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the project agreement has been completed by the end of the project's period of performance.
2. Within 90 calendar days after completing the project or after the end of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XII of this Agreement for approval by the Service prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable reimbursable costs. Upon completion of an electronic payment, the State will submit a completed "LWCF Record of Electronic Payment" form to the NPS.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

#### **ARTICLE XVII – ATTACHMENTS INCORPORATED BY REFERENCE**

The following completed documents are made a part of this Agreement:

- |               |   |
|---------------|---|
| Attachment A. | LWCF Federal Financial Assistance Manual, Volume 69 |
| Attachment B. | Project Application and Attachments                 |

## Eligible Scope Activities

<b>Project Sponsor:</b> City of Wenatchee	<b>Project Number:</b> 16-1665
<b>Project Title:</b> Kiwanis Methow Park Renovation Phase 1	<b>Project Type:</b> Development
<b>Program:</b> Land and Water Conservation	<b>Approval:</b> 9/27/2017

### Project Metrics

#### Sites Improved

Project acres developed:	0.00
Project acres renovated:	1.26

### Development Metrics

## Worksite #1, Kiwanis Methow Park

#### Athletic Fields

##### Multi-purpose field development

Number of multi-purpose fields:	1 new, 0 renovated
Number of multi-purpose fields with lighting:	0 new, 0 renovated

#### Buildings and Structures

##### Construct / install restroom

Number of restrooms:	1 new, 0 renovated
Select the restroom type :	Restroom

#### General Site Improvements

##### Develop community garden

Acres of community garden :	0.03
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##### Develop paths/walkways

Select the surface of the path/walkway:	Concrete
Linear feet of path/walkway:	1400
Walkway lighting provided (yes/no):	Yes
Number of walkway bridges:	0 new, 0 renovated

##### Install fencing/barriers

*Decorative park fence and black vinyl chain-link fence*

##### Install general site structures

Select one or more of the sheltered structures included in the project:	Covered plaza
Select one or more of the surface structures included in the project:	Plazas, Retaining wall, Seating wall

##### Install lighting (general security)

Number of general security lights installed:	12
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##### Install signs/kiosk

Number of kiosks:	0 new, 0 renovated
Number of interpretive signs/displays:	0 new, 0 renovated
Number of permanent entrance signs:	5 new, 0 renovated
Number of electronic signs:	0 new, 0 renovated
Project involves installation of informational signs (yes/no):	Yes

##### Install site furnishings

*Trash/recycling can, benches, picnic tables, bike rack*

##### Landscaping improvements

Acres of landscaped area :	0.52
Select the landscape features:	Drainage, Grass/turf, Irrigation, Native vegetation, Planters, Trees/shrubs

## Eligible Scope Activities

### Play Areas

#### Playground development

Number of play areas: 1 new, 1 renovated  
Number of climbing walls/rocks: 0 new, 0 renovated  
Select the play area surface material type: Recycled rubber

### Site Preparation

#### General site preparation

### Skating Facilities

#### Skatepark development

Number of skate parks: 1 new, 0 renovated  
Lighting provided for evening use (yes/no): Yes  
Select the skate park type: Flat-track w/fixed elements

### Sport Courts

#### Basketball court development

Number of basketball courts: 1 new, 0 renovated  
Number of basketball courts with lighting: 0 new, 0 renovated  
Surface types for basketball courts :  
Pervious 0  
Impervious 1  
Select the basketball court renovation elements: Not applicable

### Cultural Resources

#### Cultural resources

### Permits

#### Obtain permits

### Architectural & Engineering

#### Architectural & Engineering (A&E)

### Milestone Report By Project

**Project Number:** 16-1665 D  
**Project Name:** Kiwanis Methow Park Renovation Phase 1  
**Sponsor:** Wenatchee City of  
**Project Manager:** Ben Donatelle

X	!	Milestone	Target Date	Comments/Description
X		Project Start	09/27/2017	
		Design Initiated	01/01/2018	
		Bid Awarded/Contractor Hired	03/01/2018	
	!	Construction Started	05/01/2018	
		Applied for Permits	06/01/2018	
	!	Progress Report Due	06/30/2018	
	!	Annual Project Billing Due	07/31/2018	
		RCO Interim Inspection	08/15/2018	
		SEPA/NEPA Completed	09/15/2018	
	!	Cultural Resources Complete	10/01/2018	Survey required, see special condition #1.
		60% Plans to RCO	10/01/2018	
	!	Special Conditions Met	10/01/2018	
		All Bid Docs/Plans to RCO	11/30/2018	
		50% Construction Complete	12/15/2018	
		90% Construction Complete	12/15/2018	
		Funding Acknowl Sign Posted	12/15/2018	
		RCO Final Inspection	12/15/2018	
		Construction Complete	12/15/2018	
	!	Agreement End Date	12/31/2018	
	!	Progress Report Due	12/31/2018	
		Final Billing Due	01/01/2019	Submit prior to final report.
		Final Report Due	01/02/2019	Submit after final billing.

X = Milestone Complete

! = Critical Milestone

**TO: Wenatchee City Council**

**FROM: Community Development Staff**

**SUBJECT: Proposed Interim Control**

**DATE: February 16, 2018**

**HEARING DATE: February 22, 2018**

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## **I. OVERVIEW**

The Wenatchee valley's extremely low electricity rates have long been known to attract certain land uses that rely on large amounts of electricity. The information age brought unique challenges and rewards for our community and some of our neighbors as our economies diversified to include server farms and other power hungry high tech industries. More recently cryptocurrency mining has made its way into our region utilizing the low electricity rates. The unique thing about this new high tech endeavor is that it is sometimes pursued at a very small scale including in people's homes. This creates unique challenges which will be addressed below.

Cryptocurrency is a type of digital currency which is created when a particular algorithm is solved by a computer which then adds to a blockchain. Blockchains are a type of peer to peer distributed ledger that utilize the aforementioned algorithms to regulate their development. As certain cryptocurrencies have gained popularity, and in turn gained value, the incentive to "mine" for these "coins" (such as Bitcoin) has increased. The act of solving the algorithms has become increasingly complex and in turn requires ever more powerful and specialized computer hardware.

Cryptocurrency mining operations almost exclusively utilize a type of computer, typically an ASIC server, which is not used for any other task. These devices are not very big but draw an incredible amount of electricity. The emergence of cryptocurrency mining at an increased level poses two distinct challenges to the Chelan PUD and the city.

First, cryptocurrency mining is often operated in a location where the electrical infrastructure serving it is not rated for the high energy use and constant demand. This is particularly true in residential areas where, unfortunately, these cryptocurrency operations have been found in some cases only after the electrical infrastructure has been damaged or destroyed and fires started.

Second, if the current trends continue where cryptocurrency mining becomes increasingly prevalent, the Chelan County PUD may not be able to meet the community's electricity consumption needs in a timely manner and therefore the community would not be able to accommodate its projected growth without the siting and construction of additional significant electrical infrastructure including power substations and lines.



In cooperation with the Chelan County Public Utility District and the city attorney, it is apparent that without immediate regulatory intervention, cryptocurrency mining, particularly in residential districts, poses a life safety threat to the community due to the risk of fire and long-term may restrict the ability of the city to implement the comprehensive plan and accommodate the projected population and employment growth.

The proposed interim official control provides a framework that prohibits cryptocurrency mining from the areas that wouldn't normally be expected to serve High Density Load electricity uses, specifically the residential and mixed use areas. In the zoning districts where these kinds of electrical loads are expected, such as the North and South Wenatchee Business Districts and industrial zones, it provides a process for the Chelan PUD to verify that the infrastructure is adequate to serve the proposed use and therefore will not present a safety risk as well as ensuring that the electrical capacity of the PUD system is not diminished in such a way as to preclude future commercial and industrial development. In the situations where the infrastructure is not adequate for the proposed use, it provides a framework for the applicant to work with the Chelan PUD to ensure the necessary improvements are in place before beginning any cryptocurrency mining. In crafting the proposed interim regulations, staff attempted to ensure they addressed all of the types of cryptocurrency mining that draw large amounts of electricity and exclude the related technologies that are not as energy intensive.

Over the course of the 12 month term of the interim control, staff will coordinate with the Chelan PUD to develop a long term solution to this emerging issue. At the public hearing a work plan will be adopted along with findings of fact.

### **ACTION REQUESTED**

An Ordinance and Interim Control have been enclosed for your consideration. Community Development staff recommend that the interim control be adopted.

A draft motion for the Wenatchee City Council's consideration:

**Draft Motion:** I move to adopt provisions for an interim control as incorporated in Ordinance No. 2018- 04 based upon the findings of fact established in the Ordinance.

### **II. FISCAL IMPACT**

No known fiscal impacts can directly be attributed to the proposed Ordinance.

### **III. PROPOSED PROJECT SCHEDULE**

If adopted by the Wenatchee City Council, a public hearing will be held within 60 days, at this hearing a work plan and findings of fact will be presented, in general staff will use the 12 month timeframe to work with the Chelan County PUD and other relevant agencies to further study the issue and develop permanent standards.

**IV. REFERENCE(S)**

1. Draft Ordinance No. 2018-04

## **ORDINANCE NO. 2018-04**

**AN ORDINANCE**, adopting an interim official control relating to cryptocurrency mining operations in the City of Wenatchee, to be effective immediately, setting a date for the public hearing on, and declaring an emergency necessitating immediate adoption.

**WHEREAS**, cryptocurrency is a term encompassing code-based protocols supporting an electronic, non-physical media for the exchange of value; and

**WHEREAS**, cryptocurrency mining is a continuous process where computers work to solve algorithms to maintain and build an algorithmic chain, or blockchain, and in exchange are granted cryptocurrency; and

**WHEREAS**, typical physical characteristics of cryptocurrency mining include specialized computer hardware, high electricity use, and the use of equipment to cool the hardware; and

**WHEREAS**, cryptocurrencies have an ever-fluctuating monetary value and can be exchanged for conventional currency; and

**WHEREAS**, the value of certain cryptocurrencies has been achieving high market prices recently; and

**WHEREAS**, the region's low electricity prices create a high rate of return for locating cryptocurrency mining operations in the City; and

**WHEREAS**, the continuous use of specialized computer hardware creates a high-density load situation which is taxing the existing electricity distribution and service infrastructure throughout various parts of the City; and

**WHEREAS**, the use of this specialized computer hardware, creating a high density load situation, in areas or at facilities where the electricity distribution infrastructure is not designed for its high energy loads creates a fire safety hazard; and

**WHEREAS**, the energy consumption characteristics of cryptocurrency mining was not envisioned in the development of the community's plans as they pertain to accommodating future growth; and

**WHEREAS**, if the current trends continue where cryptocurrency mining becomes increasingly prevalent, the Chelan County Public Utility District (PUD) may not be able to meet the community's electricity consumption needs in a timely manner and therefore the community would not be able to accommodate its projected growth without the siting and construction of significant electrical infrastructure including power substations and lines; and

**WHEREAS**, Goal 1 in the Utilities Element of the Wenatchee Urban Area Comprehensive Plan, states: "Ensure that the utilities necessary to support development are adequate at the time they are needed without decreasing service levels below those locally acceptable", Policy 2 of Goal 1 further states: "No development will be approved that reduces the level of service of any utility below the adopted level of service"; and

**WHEREAS**, Goal ED 6 in the Economic Development Element of the Wenatchee Urban Area Comprehensive Plan, states: "Work with regional partners to ensure that regional and local infrastructure needs are addressed";

**WHEREAS**, key strategy number 10 (adopted as a policy by Goal ED 1, Policy 1) in the Economic Development Element of the Wenatchee Urban Area Comprehensive Plan begins with "Pursue data farm development" and goes on to described the benefits this type of development may bring to the community including the following passage: "Selling reliable

hydropower at market prices provides an amazing economic impact in terms of tax revenues to the schools and other governmental services”; and

**WHEREAS**, the Chelan County PUD, as a public utility, does not have economic development authority or the ability to enforce or regulate the City’s community or economic development goals;

**WHEREAS**, it is the City of Wenatchee’s understanding that Chelan County PUD, as a public utility, has limited legal authority, beyond rates and service regulations, to ensure that the public health safety concerns are adequately addressed, or that after connecting a High Density Load (HDL) there is sufficient capacity reserved in the electrical infrastructure to meet the City’s community and economic development goals; and

**WHEREAS**, the Wenatchee City Code does not currently have a specific land use category for cryptocurrency mining; and

**WHEREAS**, this interim ordinance will establish a land use category and performance standards for the review and approval of new cryptocurrency operations in the city of Wenatchee; and

**WHEREAS**, City staff, in cooperation with Chelan County PUD staff, need time to study the impacts cryptocurrency mining has on the electricity distribution network and to develop standards to appropriately evaluate and address the impacts; and

**WHEREAS**, the Wenatchee City Council hereby finds that an emergency interim official control to regulate further establishment of cryptocurrency mining in the City of Wenatchee until the Chelan County PUD and the City can study the appropriate land use and/or licensing regulations to address cryptocurrency mining; and

**WHEREAS**, RCW 36.70A.390 and RCW 35A.63.220 authorize the City Council to adopt an interim official control for a period of up to twelve (12) months if a public hearing on the proposal is held within at least 60 days of its adoption and immediately following the public hearing findings of fact and a work plan are adopted providing for the twelve (12) month period; and

**WHEREAS**, the City Council desires to impose a twelve (12) month interim official control regulating cryptocurrency mining operations in the City of Wenatchee; and

**WHEREAS**, interim official controls enacted under RCW 36.70A.390 are methods by which local governments may preserve the status quo so that new regulations will not be rendered moot by intervening development; and

**WHEREAS**, in conformity with the responsibilities of the City of Wenatchee to meet health, safety, and general welfare requirements and provide zoning and land use regulations pursuant to state law, and the City's authority to regulate land use activities within its corporate limits, the City intends to develop appropriate zoning requirements for the regulation of cryptocurrency mining operations.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE, WASHINGTON, DO ORDAIN** as follows:

**SECTION I**  
**Findings**

The recitals set forth above are hereby adopted as the City Council's findings in support of the interim official control imposed by this Ordinance.

**SECTION II**  
**Interim Official Control Enacted**

Pursuant to Washington State law, an interim control that amends the Wenatchee City Code (WCC) by the addition of the following sections to read as follows:

10.08.050 “C”

“Cryptocurrency mining” means the operation of specialized computer equipment for the primary purpose of mining one or more blockchain based cryptocurrencies such as Bitcoin. This activity typically involves the solving of algorithms as part of the development and maintenance of a blockchain which is a type of distributed ledger maintained on a peer-to-peer network. Typical physical characteristics of cryptocurrency mining include specialized computer hardware; High Density Load (HDL) electricity use; a high Energy Use Intensity (EUI) where the operating square footage as determined by the Utility is above 250kWh/ft<sup>2</sup>/year and with a high load factor in addition to the use of equipment to cool the hardware and operating space. For the purposes of the associated regulations, cryptocurrency mining does not include the exchange of cryptocurrency or any other type of virtual currency nor does it encompass the use, creation, or maintenance of all types of peer-to-peer distributed ledgers.

10.10.020 District Use Chart.

District Use Chart																		
<p><b>P = Permitted use</b></p> <p><b>P1 = Permitted, not to occupy grade level commercial street frontage</b></p> <p><b>AU = Accessory use</b></p> <p><b>C = Conditional use</b></p> <p><b>C1 = Permitted, not to occupy grade level commercial street frontage</b></p> <p><b>~ = Prohibited use</b></p> <p><b>M = Permitted use in a corridor mixed use project within the MRC overlay</b></p>																		
Uses	Commercial Districts				Mixed Use Districts			Residential Districts				Overlay Zones						
	CBD	NWBD/SWBD	CN	I	WMU	OMU	RMU	RF	RS	RL	RM	RH	HEO	CSO	MRC	IO	PO	RRO
<b>Industrial</b>																		
Cryptocurrency Mining	~	P	~	P	~	~	~	~	~	~	~	~	~	P	~	~	~	~

10.48.300 Cryptocurrency mining

All cryptocurrency mining operations where allowed by Chapter 10.10 WCC, District Use Chart, shall meet the following standards unless otherwise regulated within this code:

- (1) Applications shall be processed as a Type II administrative review with public notice under WCC 13.09.040.
- (2) The use of cargo containers, railroad cars, semi-truck trailers and other similar storage containers for any component of the operation is strictly prohibited.
- (3) Prior to commencing operations, the following information shall be provided to the City:
  - a. Written verification from Chelan County Public Utility District (PUD) will be required that:
    - i. An assessment has been made of the potential electrical consumption of the proposed use which ensures that the capacity available to serve the other needs of the planning area are consistent with the normal projected load growth envisioned by the PUD. Through this analysis the PUD can



assist the City in determining if there is a detrimental impact to the City's ability to accommodate the growth and redevelopment identified in the Wenatchee Urban Area Comprehensive Plan and the City's development codes.

- ii. If the above-mentioned assessment identifies a detrimental impact or threshold where existing electrical capacity is not sufficient, the PUD shall outline what system improvements might be necessary to mitigate any limits or system constraints to accommodate the proposed use. The PUD shall also provide general information on timelines and procedures for this work.
- iii. Utility Supply Equipment and related electrical infrastructure is sufficiently sized and can safely accommodate the proposed use; and
- iv. The use will not cause electrical interference or fluctuations in line voltage on and off the operating premises; and
- b. A copy of the Washington State Department of Labor and Industries electrical permit and written verification that the electrical work has passed a final inspection.

### **SECTION III** **Effective Period for Interim Official Control**

The interim official control set forth in this Ordinance shall be in effect for a period of twelve (12) months from the date this Ordinance is passed and shall automatically expire at the conclusion of that twelve (12) month period unless the same is extended by the City as provided in state law or unless terminated sooner by Ordinance.

### **SECTION IV** **Work Program**

The Mayor and other responsible staff are hereby authorized to study and address issues related to determining the impacts and necessary controls on cryptocurrency mining in the City of Wenatchee.

### **SECTION V** **Public Hearing**

Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council shall hold a public hearing, on the interim official control imposed, on March 22, 2018 at 5:15 p.m.,

upon notice. Immediately after the public hearing, the City Council shall adopt both findings of fact and a work plan on the subject of this interim official control and either justify its continued imposition or cancelation.

## **SECTION VI** **Severability**

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance or its application to any other person or situation.

## **SECTION VII** **Declaration of Emergency**

The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority plus one of the whole membership of the Council, and that the same is not subject to a referendum if passed by unanimous vote of the council (RCW 35A.11.090). Without an immediate interim official control on the City's acceptance of development applications for cryptocurrency mining within City limits, such applications could become vested, leading to development that could be incompatible with the development regulations eventually adopted by the City. Therefore, the interim official control must be imposed as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of a flood of applications to the City (upon knowledge of the City's intent to review the appropriateness of these uses in City limits) in an attempt to vest rights for an indefinite period of time.

**SECTION VIII**  
**Effective Date**

This Ordinance, as a public emergency ordinance necessary for the protection of public safety, property or welfare, shall take effect immediately upon passage by a majority plus one vote of the City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY WENATCHEE,**

at a regular meeting thereof, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF WENATCHEE,**  
a Municipal Corporation

By: \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY L. STANGER, City Clerk

APPROVED:

By: \_\_\_\_\_  
STEVE D. SMITH, City Attorney

**TO:** Mayor Frank Kuntz  
City Council Members

**FROM:** Glen DeVries, Director  
Brooklyn Holton, Housing & Community Planner  
Matthew Parsons, Associate Planner

**SUBJECT:** Annexation 10 Percent Petition – Chelan Douglas Land Trust (CDLT)

**DATE:** February 12, 2018

**MEETING DATE:** February 22, 2018

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## **I. OVERVIEW**

A ten (10) percent annexation petition was submitted on February 12, 2018 with signatures representing the owners of Parcel Numbers 232032200060 and 232032483050. The proposed area is directly west of Phase VIII and IX of the Broadview neighborhood at the end of Maiden Lane, which is already in the City of Wenatchee. *The proposed area is bordered to the north, west and south by the urban growth area (UGA) and partially bordered on the northeast by parcels in the city limits and southeast by unincorporated parcels.* The area between the west side of the proposed area and the UGA is not a whole parcel and therefore should not be included in the annexation area. The signatures represent 100% of the assessed value in the annexation area the applicant proposed. There are no structures or utilities located on either parcel. The property owners that signed the 10% petition are pursuing annexation because this annexation is part of a partnership project with the City of Wenatchee. Annexation will enable the City to pursue grant funding and increase the scoring potential of the project as well as create consistent policing and management opportunities in the future. Annexation of the parcels helps to satisfy several of the goals contained within the 2018-24 Parks, Recreation and Open Space Plan as well as many in other related planning documents such as the Foothills Community Strategy. In addition it is defined in the parks capital plan (#PK2006T8) and addresses level of service deficiencies. The annexation area the applicant proposed is 61.55 acres. The zoning designation, as identified in the adopted Comprehensive Plan, is Residential Single Family (RS).

The City staff researched the potential of expanding the proposed annexation area to include land in the surrounding area and found that if parcels are added without obtaining signatures from the applicable property owners, the value of a petition would be less than the 60% of assessed value required in RCW35A.14.120. Therefore, staff recommends adopting the boundary proposed by the applicant.

Following a 10 percent annexation meeting, a petition will be circulated. If the applicants return a sufficient petition and it is certified by the Chelan County Assessor, a date will be scheduled by resolution for the 60 percent public hearing.

## **II. ACTION REQUESTED**

The ten percent (10%) annexation public meeting is required for City Council to determine three items:

- 1. Whether the city will accept, reject, or geographically modify the proposed annexation;**
- 2. Whether it will require the simultaneous adoption of a proposed zoning regulation;**

**3. Whether it will require the assumption of all or any portion of existing city indebtedness by the area to be annexed.**

If the legislative body requires the adoption of a proposed zoning regulation and/or the assumption of all or any portion of indebtedness as conditions to annexation, it is to record this action in its minutes.

Council acceptance is a condition precedent to circulation of the petition. There is no appeal from the council decision.

**III. BUDGET IMPACTS**

There are no estimated budget impacts as a direct result of the annexation. Costs associated with providing additional City services are anticipated to be minimal.

**IV. ATTACHMENT(S)**

1. Map of Annexation Area
2. Application Materials

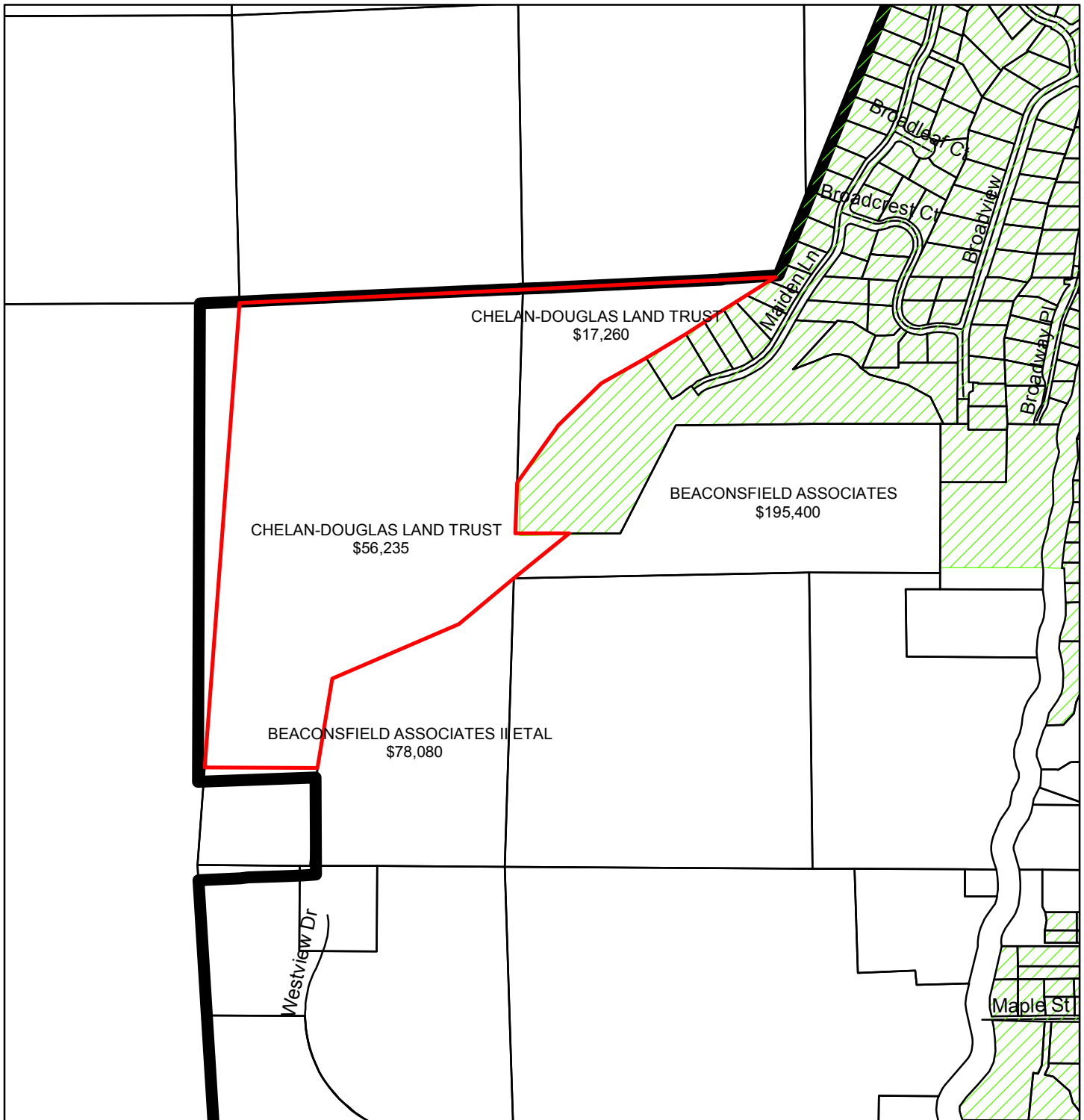
**V. MOTION**

I move to approve the annexation boundary proposed in the ten percent (10%) annexation petition for the proposed annexation area located in an unincorporated area within the urban growth boundary, to require the adoption of the proposed zoning regulations as it is set forth in the Comprehensive Plan of the City as Residential Single Family, and to require the assumption of existing indebtedness of the City by the area to be annexed.


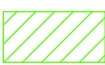
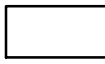
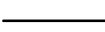

**VI. ADMINISTRATIVE ROUTING**

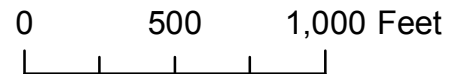
Tammy Stanger  
Kim Schooley

# Chelan-Douglas Land Trust Annexation 10% Meeting Proposed Boundary



## Legend

-  CDLT Annexation
-  City Limits
-  Parcels
-  Streets
-  Urban Growth Area



## City of Wenatchee

### Ten Percent Annexation Initiation Petition

Wenatchee City Council  
PO Box 519  
Wenatchee, WA 98807

Date: 2/12/18

Dear Mayor and Council,

The undersigned, constituting not less than 10% in value according to the assessed valuation for general taxation of property described in the attached exhibit, incorporated herein by reference, hereby notify the Wenatchee City Council of the undersigned's intention to commence annexation proceedings. The undersigned requests that the City Council of the City of Wenatchee set a date for a meeting with the undersigned parties to determine whether the City of Wenatchee will accept the proposed annexation and whether it will require the assumption of existing indebtedness by the area to be annexed and/or the adoption of a proposed zoning regulation.

**WARNING:** Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

NAME/ADDRESS	DATE	SIGNATURE
Curt Soper	2/12/18	Curt Soper
Chelan-Douglas Land Trust		
18 N Wenatchee Ave.		
Wenatchee, WA 98801		





**COUNCIL AGENDA REPORT**  
**City of Wenatchee**



**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Steve King, Economic Development Director

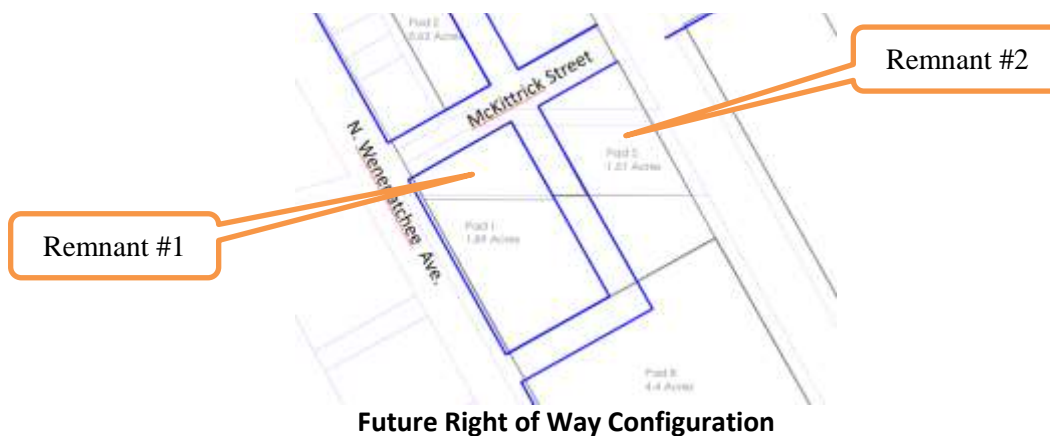
**SUBJECT:** Northwest Wholesale Property Acquisition

**DATE:** February 16, 2018

**MEETING DATE:** February 22, 2018

**I. OVERVIEW**

The city is in the process of purchasing property on North Wenatchee Avenue from Northwest Wholesale. The city is purchasing right of way for the extension of McKittrick Street as part of the intersection project. Two remnant properties remain and NW Wholesale has asked if the city would like to purchase those properties. Purchasing these two remnant properties is consistent with the redevelopment plans for North Wenatchee including the WSDOT property and will facilitate the creation of additional right of way necessary for circulation and the McKittrick Street future railroad underpass. The cost of this acquisition is within the 2018 budgeted amount and is based on appraisal.



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**COUNCIL AGENDA REPORT**  
**City of Wenatchee**

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**II. ACTION REQUESTED**

*Staff recommends the City Council approve the purchase of remnant parcels and the Mayor to sign all necessary documents related thereto.*

**III. FISCAL IMPACT Submitted to the Finance Committee Yes No**

This action is within the adopted 2018 budget and is being financed by the short term authorized by the City Council.

**IV. PROPOSED PROJECT SCHEDULE**

The closing on this property is expected to happen within the next month.

**V. REFERENCE(S): N/A**

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Allison Williams, Executive Services Director  
Brad Posenjak, Finance Director

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**COUNCIL AGENDA REPORT**  
**City of Wenatchee**

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**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Steve King, Economic Development Director

**SUBJECT:** Property Surplus (Stevens Street Area)

**DATE:** February 16, 2018

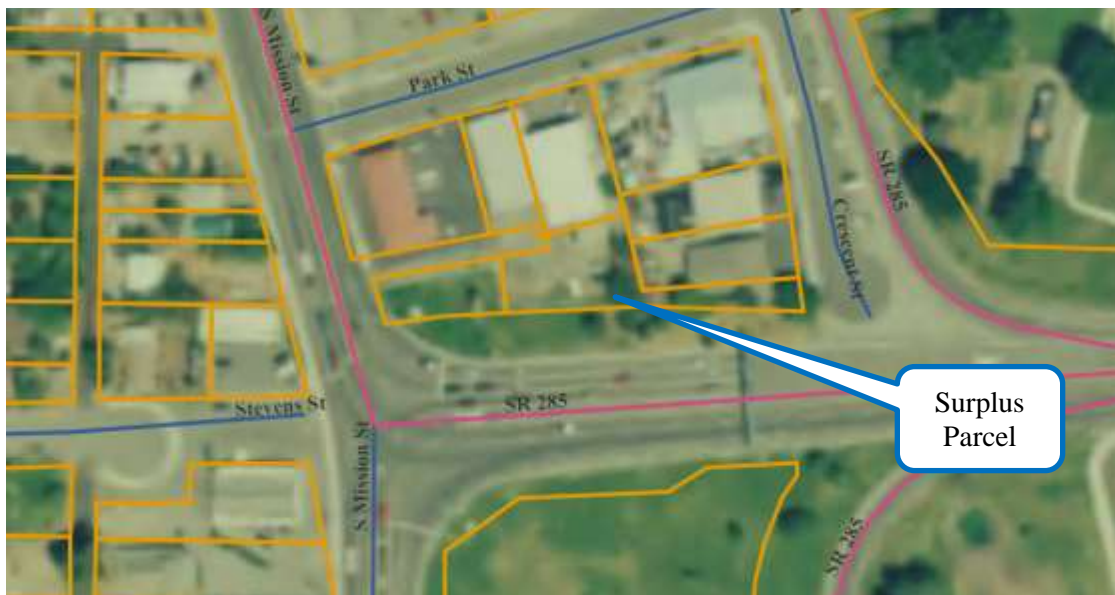
**MEETING DATE:** February 16, 2018

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**I. OVERVIEW**

The city owns remnant parcels located along Stevens Street (George Sellar Bridge Approach). These parcels are odd shaped parcels and not very useful to the city. Presently the parcels are being used by the neighboring properties for parking.

The adjoining property owner has approached the city concerning purchase of these properties in order to facilitate lot consolidation at the corner of Stevens Street and Mission Street. The objective of the property owner is to redevelop the area with a higher and better use. Adding the city's remnant provides necessary area to improve the usability of the property. The following map illustrates the subject city parcel to be declared surplus to the city's needs by this resolution.



This action item declares this city owned property surplus to our needs. This is the first step to selling the property. A purchase and sale agreement will follow if this resolution is approved. Additionally, the adjoining property owner has indicated that they will seek vacation of the existing alley way that serves this property. This alley will not be necessary to serve this property with lot consolidation. However, the alley may be needed for utilities. The vacation process will occur subsequent to this action.

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**COUNCIL AGENDA REPORT**  
**City of Wenatchee**

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**II. ACTION REQUESTED**

*Staff recommends the City Council pass Resolution No. 2018-10 declaring certain real property surplus to the needs of the City of Wenatchee.*

**III. FISCAL IMPACT Submitted to the Finance Committee Yes No**

This action does not have a 2018 budget impact. The property would be sold at the appraised value if this action is approved.

**IV. PROPOSED PROJECT SCHEDULE**

N/A

**V. REFERENCE(S)**

1. Resolution 2018-10

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Allison Williams, Executive Services Director  
Brad Posenjak, Finance Director

## **RESOLUTION NO. 2018-10**

**A RESOLUTION,** declaring certain real property surplus to the needs of the City of Wenatchee.

**WHEREAS,** the City of Wenatchee owns the real property on Crescent Street, Wenatchee, Washington, more particularly described as follows:

Columbia Bridge Block 16, Lots 5-7, and portion of vacated alley,  
less right of way conveyed to State of Washington.  
Tax Parcel No. 222011519618.

**WHEREAS,** the real property described herein is surplus to the needs of the City; and

**WHEREAS,** the City of Wenatchee has the statutory authority to dispose of said real property under RCW 35A.11.010.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE,** as follows: The real property located at Crescent Street, Wenatchee, Washington, and legally described as follows, is declared surplus to the needs of the City of Wenatchee:

Columbia Bridge Block 16, Lots 5-7, and portion of vacated alley,  
less right of way conveyed to State of Washington.  
Tax Parcel No. 222011519618.

**PASSED BY THE CITY COUNCIL OF THE CITY OF**

**WENATCHEE** at a regular meeting thereof this \_\_\_\_\_ day of February, 2018

CITY OF WENATCHEE, a Municipal  
Corporation

By \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By \_\_\_\_\_  
TAMMY L. STANGER  
City Clerk

APPROVED:

By \_\_\_\_\_  
STEVE D. SMITH, City Attorney

**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Gary Owen, City Engineer

**SUBJECT:** 2018 – 2023 Six Year Transportation Improvement Program Amendment

**DATE:** February 16, 2018

**MEETING DATE:** February 22, 2018

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**I. OVERVIEW**

The current Transportation Improvement Program (TIP) was adopted after a public hearing on August 10, 2017. The following changes are recommended and show on the attached ordinance exhibit:

- Add a new planned project: SR 285 Easy Street / Penny Road Northbound Off-Ramp

Staff recommends adding this project to our TIP as development activity is increasing, and the construction of the improvements requires additional traffic analysis and acquisition of right-of-way for a new roadway alignment. These activities will require extraordinary project identification and development efforts on the part of staff. This project is defined in the North Wenatchee Transportation Master Plan which was adopted by the city of Wenatchee in 2011 and is an element of the city's comprehensive plan. It is shown in the draft amended TIP as project #18. No other projects on the TIP are modified in the amended plan.

**II. ACTION REQUESTED**

1. Conduct a Public Hearing
2. Staff recommends that the City Council adopt Ordinance No. 2018-06 adopting the amendment to the City of Wenatchee Six Year Transportation Improvement Program from 2018 to 2023.

**III. FISCAL IMPACT Submitted to the Finance Committee      No**

**IV. PROPOSED PROJECT SCHEDULE**

Planned project dates and funding are detailed in the TIP

**V. REFERENCE(S)**

1. Ordinance 2018-06 and exhibit
2. Exhibits from North Wenatchee Transportation Master Plan
3. Adopted Six Year TIP from 2018 to 2023

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Matt Leonard, Public Works Director  
Ruta Jones, PW's Administrative Assistant  
Glen DeVries, Community Development Director

**ORDINANCE NO. 2018-06**

**AN ORDINANCE**, amending the 2018-2023 comprehensive six year street program for the City of Wenatchee as previously adopted in Ordinance No. 2017-18.

**WHEREAS**, pursuant to the laws of the State of Washington, the City Council of the City of Wenatchee, being the legislative body of said City, did hold a public hearing on an amended 2018-2023 comprehensive six year street plan at the Council Chambers, City Hall, City of Wenatchee, on the 22<sup>nd</sup> day of February, 2018, and did consider the objections and recommendations, if any, with reference to such amended comprehensive six year street plan.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE DO ORDAIN** as follows:

**SECTION I**

That the 2018-2023 comprehensive six year street plan as previously adopted by the City Council of the City of Wenatchee, in Ordinance No. 2017-18 on August 10, 2017, shall be and hereby is amended as set forth on Exhibit “A” attached hereto.

**SECTION II**

That a copy of said amended comprehensive six year street plan for 2018-2023, together with a copy of this Ordinance, be filed with the Director of Highways of the State



of Washington, as provided in Chapter 83, Section 27, 1967 Ex. Sess. Laws of the State of Washington.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof, this 22<sup>nd</sup> day of February, 2018.

CITY OF WENATCHEE, a Municipal Corporation

By: \_\_\_\_\_  
Frank Kuntz, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY STANGER, City Clerk

APPROVED:

By: \_\_\_\_\_  
STEVE D. SMITH, City Attorney



**CITY OF WENATCHEE**  
**SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (AMENDED)**  
**FROM 2018 TO 2023**

Hearing Date: February 22, 2018

Ordinance No. 2018-06

ID	Project Title	Project Description	Road Name	Begin	End	Length	Total Cost	2018	2019	2020	2021	2022	2023	Phase	Start	Status	Fund Code	Fed Fund	State Code	State Funds	Local Code	Local Funds
1	McKittrick St. - Wenatchee Ave. Signal Project #0623	Install Traffic Signal, provide for U-turns, median barrier, east leg frontage connections. Consistent with NW 21 and NW9 of North Wenatchee Transportation Master Plan	Wenatchee Avenue	McKittrick Street	Wenatchee Avenue	0.16	\$976,179	\$976,179						CN	2018	S	STP(R)	\$770,706			109 Fund	\$205,473
2	North Wenatchee Ave: Pedestrian and Median Improvements	Improvements identified in master plan (NW-1, NW-20) including wider sidewalks, streetscape, access consolidation, and median safety	N. Wenatchee Avenue	MP 3.33	MP 3.59	0.26	\$168,000	\$168,000						RW	2018	S	STP	\$145,320			109 Fund	\$22,680
2	North Wenatchee Ave: Pedestrian and Median Improvements	Improvements identified in master plan (NW-1, NW-20) including wider sidewalks, streetscape, access consolidation, and median safety	N. Wenatchee Avenue	MP 3.33	MP 3.59	0.26	\$610,064		\$610,064					CN	2019	S	STP	\$527,706			109 Fund	\$82,358
3	McKittrick Street Improvements	Reconstruct roadway. Construct new storm sewer, sidewalks, and illumination. ROW acquisition	McKittrick St	Pine St.	Wenatchee Avenue	0.21	\$1,001,500	\$1,001,500						CN	2017	S			TIB	\$1,100,000	109 Fund	\$200,000
4	Red Apple Road Phase 1	Arterial street reconstruction	Red Apple Road	Okanogan Ave	Miller Street	0.5	\$1,273,000	\$1,273,000						ALL	2018	S			TIB	\$800,000	109 Fund	\$200,000
5	Middle School Crossing Improvements	New and Upgraded Crosswalks, lighting, and warning devices at Foothills and Orchard Middle Schools	Maple St./Miller St.				\$341,000	\$341,000						ALL	2017	S			SRTS	\$341,000		
6	Western Ave./ Springwater Ave. Intersection Control	Construct Mini-Roundabout	Western Avenue	Springwater Vicinity			\$220,910	\$220,910						CN	2018	S	STP	\$191,075			109 Fund	\$29,835
7	SR285 Side Street Preservation w/ WSDOT	Pavement preservation, signal detection, and pavement marking upgrades associated with WSDOT paver on Mission Street through city.	SR285/Mission	Vic MP 0.81	Vic MP 4.89		\$1,900,000	\$1,900,000						CN	2018	S					111 Fund, TBD	\$1,900,000
8	Mission/Stevens Landscaping and Pedestrian Connection	Incorporate landscaping and pedestrian connection in former west leg of intersection	Stevens St.	Mission St.	100' West of Mission St.		\$75,000	\$65,000						CN	2018	S				Other - TIB Complete Streets	\$75,000	
9	Pedestrian and Bicycle Connections	Fill sidewalk system gaps prioritizing school walk routes and other criteria identified as high priority in the master plan. Construct multi-use pathways and connections.	Varies				\$100,000	\$100,000						PE, CN	2018	S				Other - TIB Complete Streets	\$100,000	
10	South Wenatchee Sidewalk Program	Construct Sidewalk in the Lincoln School and other eligible areas in accordance with City CDBG Funding Program	Varies	Various	Various	varies	\$400,000				\$200,000			ALL	2020	S	CDBG	\$400,000				\$0
11	Street Preservation Program	Street Preservation Activities including: sealing, grinding, paving, ADA upgrades, etc.	Varies				\$7,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	ALL	2018	S					111 Fund, TBD	\$4,800,000
12	Miscellaneous, Minor, Undefined	Miscellaneous minor/emergent projects including intersections and signals, ADA, sidewalks, and traffic control devices.	Various Streets				\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	ALL	2018	S					109 Fund	\$300,000
13	Storm Drain Improvements	Various projects identified in stormwater comprehensive plan. Upgrades necessary to coincide with street improvement projects.	Varies				\$1,200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	PE	2018	S					401 Fund, 410 Fund,	\$1,200,000
14	M&O Pavement Preservation projects	Pavement and traffic control preservation projects and activities including crack sealing and skin patching.	Various City Streets				\$450,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	ALL	2018	S					108 Fund, 111 Fund	\$450,000
15	M&O Sidewalk Improvements	Sidewalk improvements on various streets to reduce tripping hazards, provide improved accessibility, and fill minor gaps.	Various City Streets				\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	ALL	2018	S					108 Fund	\$300,000
16	M&O Pedestrian Safety Improvements	Construct new and repair damaged sidewalks and/or install other pedestrian facilities including ADA upgrades.	Various City Streets				\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	ALL	2018	S					TBD, other	\$300,000
17	Wenatchee Street Pavement Preservation	Beyond the constrained limit of the funded street preservation program. See ID #11	Various arterial and Collector Streets				\$10,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	ALL	2018	P					Add'l TBD, B&O, Util Tax, Prop. Tax	\$10,800,000



**CITY OF WENATCHEE**  
**SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (AMENDED)**  
**FROM 2018 TO 2023**

Hearing Date: February 22, 2018

Ordinance No. 2018-06

ID	Project Title	Project Description	Road Name	Begin	End	Length	Total Cost	2018	2019	2020	2021	2022	2023	Phase	Start	Status	Fund Code	Fed Fund	State Code	State Funds	Local Code	Local Funds		
18	SR 285 Easy Street / Penny Road Northbound Off-Ramp	Modify SR 285 northbound off-ramp to provide new direct connection to Technology Center Drive and Chester Kimm Road	New				\$550,000		\$550,000					ALL	2018	P					Local, Dev. Mit.	\$550,000		
19	North Wenatchee Ave. Frontage Road: Horselake Rd. to Maiden Lane	Construct frontage road from South of Maiden Lane to Horselake Road Intersection. Consolidate access, enhance capacity. Modify Maiden Lane/Wenatchee Ave intersection. Identified as NW-7 and NW-8 in North Wenatchee Transportation Master Plan	New	Duncan St.	Maiden Ln.	0.27	\$2,300,000			\$200,000	\$500,000	\$1,600,000		ALL	2020	P	STP(U)	\$1,000,000	TIB	\$1,000,000	109 Fund	\$300,000		
20	SR285 Intersection Improvements at Miller and Maple Streets	Connect northbound Miller Street to the intersection of Miller/SR285, remove the easterly leg of Maple/SR285, provide bicycle and pedestrian enhancements per NW-22 and NW-23 in the North Wenatchee Transportation Master Plan.	SR285	Miller St.	Maple St.	0.15	\$2,000,000			\$500,000	\$1,500,000			ALL	2020	P			TPP	\$1,700,000	109 Fund	\$300,000		
21	North Wenatchee Ave: Miscellaneous Improvements	Spot improvements including wider sidewalks, streetscape, access consolidation, and median safety as identified in NW-1 of the North Wenatchee Transportation Master Plan	N. Wenatchee Avenue	Wenatchee River/City Limits	Chelan Street		\$2,000,000				\$2,000,000			ALL	2021	P	STP(U)	\$1,730,000			109 Fund	\$270,000		
22	Miscellaneous bicycle system improvements.	Implement various identified projects from the Greater Wenatchee Bicycle Master Plan	Various				\$60,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	ALL	2018	P					TBD, other	\$60,000		
23	Residential Traffic Calming	Construct traffic calming measures in problem areas with participating neighborhoods	Varies				\$60,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	ALL	2018	P					Unknown	\$60,000		
24	Illumination upgrades	Improve illumination on various arterials and collectors especially at high pedestrian locations.	Various				\$60,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	ALL	2018	P					PUD, CDBG, 109 Fund, Other	\$60,000		
25	Truck Route Improvements	Various improvements on newly established truck routes.	Various City Streets				\$500,000		\$500,000					ALL	2019	P	STP(U)	\$432,500				\$67,500		
26	Elliott Street Multi Use Pathway	Construct 300 feet of hard surfaced multi use pathway with illumination and vehicular separation.	Elliott St.	Second St.	Third St.	0.06	\$185,000		\$22,000	\$163,000				ALL	2020	P					Pedestrian & Bicycle Pgm	\$145,000	109 Fund	\$40,000
27	Loop Trail Connection: Confluence State Park to Olds Station Road	Construct 1000 feet of multi use pathway along the State Park Entrance road connecting Olds Station Road to the Apple Capital Loop Trail	State Park Rd.			0.2	\$600,000		\$50,000	\$550,000				ALL	2020	P					Pedestrian & Bicycle Pgm	\$500,000	Port, State Parks, 109 Fund	\$100,000
28	Hawley St. RXR Grade Separation	Construct underpass at the Hawley Street BNSF RR Xing. Identified as NW-2 in North Wenatchee Transportation Master Plan	Hawley Street			0.1	\$19,500,000					\$19,500,000		ALL	2022	P	5309(Bus)	\$17,500,000	TIB	\$2,000,000				
29	McKittrick Street/BNSF Grade Separation	Construct Grade Separated crossing consistent with North Wenatchee Redevelopment Plan	McKittrick St	100' E of North Wenatchee Avenue	Walla Walla Street	0.2	\$24,250,000				\$24,250,000			ALL	2023	P	FASTLANE	\$23,750,000			City Utility	\$500,000		
30	Walla Walla to Hawley St. Connection	Acquire ROW. Construct new roadway on new alignment. Similar to CP-2 in North Wenatchee Transportation Master Plan and Wenatchee Waterfront Sub-area Plan.	Walla Walla	Walla Walla curve	Hawley / Miller Intersection	0.27	\$4,540,000	\$100,000	\$1,910,000	\$2,530,000				ALL	2018	P			TIB	\$2,994,000	arterial, sewer, pvt.	\$1,546,000		
31	Miller Street Realignment and Storm Repairs	Acquire ROW. Construct new roadway on new alignment. Similar to CP-2 in North Wenatchee Transportation Master Plan and Wenatchee Waterfront Sub-area Plan.	Walla Walla	Walla Walla curve	Hawley / Miller Intersection	0.15	\$5,770,800	\$820,000	\$4,950,800					ALL	2018	P					Storm, Water/Sewer, General	\$5,770,800		
32	McKittrick Street Extension	Acquire ROW. Construct new roadway on new alignment including an at-grade BNSF Railroad X-ing. Similar to project #29. Includes private investment of \$3.4M. CERB eligible.	McKittrick St	100' E of North Wenatchee Avenue	Walla Walla Street	0.2	\$1,825,000	\$60,000	\$1,100,000	\$665,000				ALL	2018	P			CERB	\$1,460,000	Gen	\$365,000		



**CITY OF WENATCHEE**  
**SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (AMENDED)**  
**FROM 2018 TO 2023**

Hearing Date: February 22, 2018

Ordinance No. 2018-06

ID	Project Title	Project Description	Road Name	Begin	End	Length	Total Cost	2018	2019	2020	2021	2022	2023	Phase	Start	Status	Fund Code	Fed Fund	State Code	State Funds	Local Code	Local Funds
33	Tacoma Street Urban Upgrades	Upgrade Street consistent with North Wenatchee Transportation Master plan including curb, gutter, and sidewalk	Tacoma St.	McKittrick Street	Maple St.	0.25	\$1,000,000			\$1,000,000				ALL	2020	P			TIB	\$850,000	109 Fund	\$150,000
34	Millerdale Improvements	Reconstructs portions of Millerdale. Adds curb, gutter, and sidewalk. Makes safety improvements	Millerdale Avenue	Miller Street	Gellatly	0.58	\$1,836,000			\$1,836,000				ALL	2020	P			TIB	\$1,560,000	109 Fund	\$276,000
35	Red Apple Road Phase 2	Arterial street reconstruction	Red Apple Road	Miller	Skyline	0.53	\$1,000,000				\$1,000,000			ALL	2021	P			TIB	\$800,000	109 Fund	\$200,000
36	Springwater urban upgrades	Reconstruct roadway. Construct new storm sewer, sanitary sewer, sidewalks, and illumination.	Springwater	Western Avenue	Woodward	0.25	\$1,200,000					\$1,200,000		ALL	2022	P			TIB	\$1,000,000	109 Fund	\$200,000
37	Woodward urban upgrades.	Reconstruct roadway. Construct new storm sewer, sanitary sewer, sidewalks, and illumination. ROW acquisition. Canal bridge?	Woodward	Fifth Street	Springwater	0.5	\$1,500,000						\$1,500,000	ALL	2023	P			TIB	\$1,300,000	109 Fund	\$200,000
38	Railroad Grade Crossing Upgrades	Install median barrier or double signal arms to prevent vehicles from driving around signal gates. Mitigation to continue train whistle ban.	Ninth, Miller, Hawley, Orondo				\$100,000					\$100,000		ALL	2022	P			OTHER	\$80,000		\$20,000
39	Skyline Drive Widening	Widen roadway to create shared-use shoulder or dedicated pathway for pedestrians and bicycles. Fill ditch section and install closed stormwater collection system. Install barrier and extruded curbs, replace guardrail, construct walls.	Skyline Drive	Skyline Drive	Number 2 Canyon Road	0.72	\$2,150,000						\$2,150,000	ALL	2023	P			OTHER	\$1,720,000	109 Fund	\$430,000
40	North Road Improvements	Reconstruct North Road to Improve Secondary Access to the Broadview Subdivision. Project would mainly improve area West of Canal by widening and flattening grade.	North Road	Western Avenue	Broadhurst	0.25	\$800,000				\$800,000			ALL	2021	P					TIF, 109 Fund	\$800,000
41	McKittrick Street Improvements	Reconstruct roadway. Construct new storm sewer, sidewalks, and illumination. ROW acquisition	McKittrick St	Pine Ave	Stella	0.18	\$1,190,000			\$1,190,000				ALL	2020	P			TIB	\$1,011,000	109 Fund	\$179,000
42	Wenatchee Avenue and Thurston St. Signal	Construct new traffic signal.	Wenatchee Avenue	Thurston Street	Thurston Street	0.1	\$350,000						\$350,000	ALL	2023	P			TIB	\$280,000	109 Fund	\$70,000
43	Fifth and Western Intersection Capacity Improvements	Improve turning movements by adding right turn lanes on Western Avenue.	Western Avenue	Fifth Street	Fifth Street	0.1	\$400,000			\$400,000				ALL	2020	P						\$400,000
44	Walnut St. Improvements	Reconstruction project to meet urban standards.	Walnut Street	Pine Ave	Stella	0.13	\$1,000,000						\$1,000,000	ALL	2023	P			TIB	\$850,000	109 Fund	\$150,000
45	Crawford Ave. Improvements	Construct sidewalk, curb and gutter	Crawford Avenue	Wenatchee Avenue	Mission Street	0.7	\$250,000				\$250,000			ALL	2021	P	STP(U)	\$200,000			109 Fund	\$50,000
46	Traffic Signal Improvements	Upgrade/preserve existing traffic signals at: Miller & First Streets, Benton & Wenatchee Avenue, Miller & Millerdale, Maiden Lane & Wenatchee Avenue, and Mission & Orondo.	Various				\$913,420		\$91,342	\$822,078				ALL	2019	P	STP(U)	\$790,107			109 Fund	\$135,644
47	North Wenatchee Avenue Bus Rapid Transit	Partner with Link to evaluate Bus Rapid Transit Roadway Configurations on North Wenatchee Avenue	SR285 North Wenatchee Avenue	MP 3.01	MP 4.89	1.88	\$50,000	\$50,000						ALL	2018	P	STP(U)	\$50,000				
48	Castlerock to Fifth Street Connector	Extend Castlerock Street and connect to 5th via Redhawk Canyon Drive.				0.27	\$2,000,000				\$2,000,000			ALL	2021	P					Dev. Ext.	\$2,000,000
49	Surry, Broadview, Springwater Circulation	Construct connector roadways consistent with comprehensive plan.				varies	\$2,000,000						\$2,000,000	ALL	2023	P					Dev. Ext.	\$2,000,000
50	Comprehensive Level of Service Study	Study Level of Service and Capacity Issues Citywide for both intersections and arterial corridors.	Various				\$50,000	\$50,000						ALL	2019	P						\$50,000
51	Crawford and Okanogan Intersection Control	Mini Roundabout and Pedestrian Crossing Improvements	Crawford Avenue			0.1	\$400,000				\$400,000			ALL	2021	P			STP	\$320,000	109 Fund	\$80,000



**CITY OF WENATCHEE**  
**SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (AMENDED)**  
**FROM 2018 TO 2023**

Hearing Date: February 22, 2018

Ordinance No. 2018-06

ID	Project Title	Project Description	Road Name	Begin	End	Length	Total Cost	2018	2019	2020	2021	2022	2023	Phase	Start	Status	Fund Code	Fed Fund	State Code	State Funds	Local Code	Local Funds
52	Crawford and Methow Intersection Control	Mini Roundabout and Pedestrian Crossing Improvements	Crawford Avenue			0.1	\$400,000				\$400,000			ALL	2021	P			STP	\$320,000	109 Fund	\$80,000
53	Easy Street and Penny Rd. Intersection	Capacity and Pedestrian Intersection Improvements	Easy Street			0.1	\$660,000			\$660,000				ALL	2020	P			STP	\$320,000	109 Fund	\$80,000
54	Railroad Grade Pedestrian Crossing	Install Pedestrian Crossing over railroad tracks near Bridge Street and connect to Pipeline Pedestrian Bridge					\$4,000,000					\$4,000,000		ALL	2022	P	OTHER	\$3,000,000				
55	Relocate BNSF Wenatchee Terminal	Relocate Terminal from South of Orondo Street to Appleyard. Reduces blocking of at-grade crossings in the city.					\$32,000,000				\$32,000,000			ALL	2021	P			FMSIB	\$7,500,000	Other	\$7,500,000
56	SR285/Wenatchee Gateway Improvements	Landscaping enhancements along SR285 near North and South entrances to city and SR285 at Miller Street intersection	SR285				\$110,000			\$93,500	\$16,500			ALL	2020	P	TAP	\$110,000				
57	North Wenatchee Avenue Transportation and Economic Development Analysis	Further define elements and recommendations included in the North Wenatchee Transportation Master Plan with respect to both transportation and economic development needs of the community.	SR285				\$50,000	\$50,000						ALL	2018	P	TAP	\$50,000				
58	Waterfront Circulation and Streetscape Improvements	Provide waterfront access and gateway improvements 2004 Waterfront Subarea Plan and recent North Wenatchee Avenue Master Plan and Capital Facilities Plan.	Various			varies	\$1,500,000		\$750,000	\$750,000				ALL	2019	P			TIB, other	\$1,500,000	Unknown	\$150,000

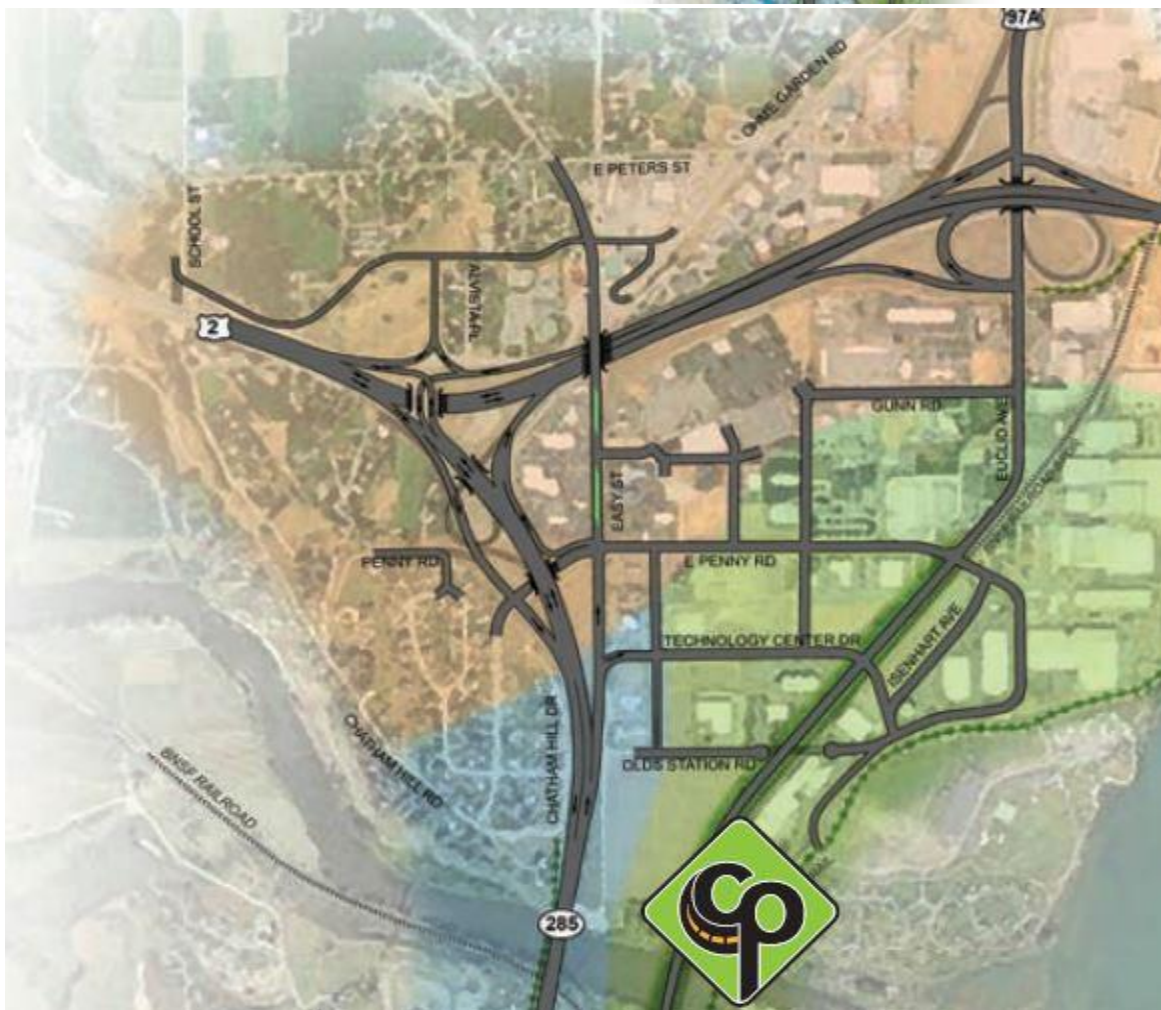
## EXHIBITS FROM NORTH WENATCHEE TRANSPORTATION MASTER PLAN

### SR 285/Easy Street/Penny Road Northbound Off-Ramp

The existing northbound off-ramp from the Wenatchee River Bridge to Olds Station directs most traffic to the intersection of Penny Road at Easy Street. The Plan includes a project to modify the off-ramp to allow traffic to turn east and connect to Technology Center Drive. This will increase the accessibility to the developing Olds Station area, as well as a through connection to the Confluence Parkway corridor.

### Canal Trail

A multi-use trail is proposed along the existing Pioneer Canal right-of-way on the west side of North Wenatchee Avenue between the Wenatchee River and Walnut Street. The trail would include an undercrossing of Maiden Lane to eliminate conflicts with traffic. In addition, the existing pedestrian facility on the west side of the Wenatchee River Bridge will be widened or a new facility will be constructed. These combined facilities provide a new corridor to improve safety and accessibility for pedestrians and bicyclists, as well as reducing conflicts with vehicular traffic. The trail also would provide access to transit stops near Maiden Lane.



## How will the Plan be Implemented?

### Short-Term Improvements

The Transportation Master Plan has identified a list of projects that should be implemented within the next several years, as summarized in the following table. The City of Wenatchee would be lead agency for most of the short-term improvement projects. However, the City must be supported by WVTC and other agencies to implement these improvements in recognition that they are part of a larger regional plan.

Depending on the availability of funding and time needed for environmental review, project design, and coordination with affected property and business owners some of these projects may take longer. Other projects not identified on this list also may be implemented at an earlier date depending on overall agency priorities and/or opportunities related to development or redevelopment of specific properties.

Project Location (Limits)	Description
US 2 at Easy Street Intersection	Upgrade signing and markings, as appropriate. Potentially eliminate right turn on red for southbound approach prior to constructing the overcrossing
Confluence Parkway (North Wenatchee Avenue to US 2)	Prepare environmental review and preliminary design studies
North Wenatchee Avenue Vicinity of Maiden Lane	Construct access road and intersection modifications
North Wenatchee Avenue at McKittrick Street	Install traffic signal and turn lanes
North Wenatchee Avenue at Miller Street	Modify roadway and intersection to allow southbound traffic from Miller Street south of Maple Street
North Wenatchee Avenue/Miller Street Corridor (5th Street to Wenatchee River)	Upgrade traffic signal interconnect system
North Wenatchee Avenue (Red Lion Inn to Miller Street)	Upgrade and widen side walks
Hawley Street (North Wenatchee Avenue to Miller Street)	Construct undercrossing of railroad and upgrade pedestrian and bicycle facilities
McKittrick Street (North Wenatchee Avenue to Pine Street)	Reconstruct roadway including pedestrian and bicycle facilities
Pedestrian and Bicycle Overcrossing (Valley North Mall to waterfront)	Construct pedestrian and bicycle overcrossing of North Wenatchee Avenue, Miller Street, and railroad tracks
Walnut Street (Pine Street to Stella Avenue)	Reconstruct roadway including pedestrian and bicycle facilities
North Wenatchee Avenue Corridor (Wenatchee River to Miller Street)	Spot sidewalk and bicycle improvements; upgrade pedestrian and bicycle detection and markings, and audio pedestrian crossings
Pine Street (Walnut Street to McKittrick Street)	Reconstruct roadway including pedestrian and bicycle facilities
SR 205 Northbound Off-ramp to Easy Street	Provide direct off-ramp and roadway connection between Easy Street and Technology Center Drive

### North Wenatchee Transportation Master Plan Cost Estimates

Project Ref No.	Project Name (Limits)	Project Description	Modes Served	Costs in millions
<b>US 2 Corridor &amp; Connections to North Wenatchee Improvements</b> \$41.4 - \$50.2				
1	US 2 / SR 285 / Easy Street Interchange	Reconstruct interchange of US 2 / SR 285 to straighten US 2 as the through route while maintaining capacity for Wenatchee and accessibility to serve existing development and economic growth in the Sunnyslope and Old Station areas. Improve traffic safety and operations by eliminating the existing traffic signal at US 2 / Easy Street and constructing a new overcrossing of US 2.	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$23.0 to \$40.0
2	Modify US 2 / Euclid Avenue Interchange	Modify existing interchange to improve traffic flow and connections with new Confluence Parkway.	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$1.6 to \$1.9
<b>US 2 Corridor - Additional Components</b> \$6.9 to \$8.2				
Improve traffic flow and safety to support economic development and accessibility to Loop Trail through improvements along Easy Street, Penny Road, and constructing a new multi-use trail south of US 2 between Easy Street and Euclid Avenue.				
Develop and upgrade local circulation and access roads to support development of the area and to provide safety and connectivity for pedestrians and bicyclists.				
Construct improved transit stops and install shelters especially bus stops to enhance accessibility of transit in the Old Station and Sunnyslope areas.				
<b>Confluence Parkway Corridor Improvements</b> \$73.9 - \$86.6				
3	Confluence Parkway (Miller Street to North Wenatchee Avenue to Euclid Avenue/US 2)	Construct new parallel 2-lane arterial corridor by extending Miller Street to connect with Euclid Avenue, including a new bridge over the Wenatchee River. The new corridor will provide an alternative route to enhance regional mobility and add capacity for buses, trucks, and regional transit services. Improvements will include an undercrossing of the railroad tracks and Walla Walla Avenue to reduce delay and safety conflicts for vehicles and non-motorized travel. The Loop Trail will be relocated and improved. The Confluence Parkway will connect with the proposed Transit Center near Miller Street and North Wenatchee Avenue to further improve multimodal connectivity to regional attractions in Wenatchee.	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$70.0 to \$86.0
<b>Confluence Parkway Corridor - Additional Components</b> \$2.9 to \$2.6				
South of the Wenatchee River, Hawley Street will be extended to connect to Walla Walla Avenue to to strain and improve accessibility and connectivity between North Wenatchee Avenue and the waterfront. North of the Wenatchee River, Penny Road/Euclid Avenue and Technology Center Drive will be reconstructed to improve accessibility across the railroad tracks for trucks, autos, and enhance access to the Loop Trail and state park.				
<b>North Wenatchee Avenue Corridor Improvements</b> \$73.6 - \$92.3				
4	North Wenatchee Avenue (South of Miller Street to Wenatchee River)	Upgrade existing North Wenatchee Avenue to improve safety, operations, and transportation accessibility to support business growth and economic development within the corridor. Improvements include intersection capacity, new traffic signals, traffic signal interconnects, wider sidewalks, street trees and landscaping, access consolidation, street lighting, in-street safety improvements, and signing and marking upgrades. In addition, construct bus pullouts and upgrade transit stops and shelters along North Wenatchee Avenue as part of intersection, roadway, and station improvements.	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$6.1 to \$8.1
5	Hawley Street (North Wenatchee Avenue to Miller Street)	Construct undercrossing of railroad tracks and upgrade non-motorized facilities to improve accessibility between North Wenatchee Avenue and waterfront and connections to Confluence Parkway.	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$17.9 to \$21.0
6	Pedestrian and Bicycle Bridge and Connections to Waterfront (North Wenatchee Avenue to Park)	Construct pedestrian and bicycle bridge over North Wenatchee Avenue, Miller Street, and railroad tracks to improve safety and accessibility between commercial development and waterfront, as well as connections to new transit center.	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$10.0 to \$12.0
7	North Wenatchee Transit Center and Transit Service	Construct new transit center in the vicinity of North Wenatchee Avenue / Miller Street / Confluence Parkway to provide a local point for transit services and connectivity to North Wenatchee Avenue corridor area and waterfront. Relocate existing regional transit bus North Wenatchee Avenue to Confluence Parkway to reduce delays along the corridor. Review local transit services to use future roadway undercrossing at Hawley Street and Miller Street and upgrade circulation roads to enhance transit services coverage in corridor and serve waterfront North Wenatchee Avenue.	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$10.0 to \$15.0
8	SR 285 Easy Street / Penny Road Northbound Off-ramp	Modify SR 285 northbound off-ramp to provide new direct connection to Technology Center Drive to support growth and connectivity with Old Station area.	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$0.40 to \$0.50
9	Canal Trail (Wenatchee River to Walnut Street)	Construct multi-use trail on westside on North Wenatchee Avenue using existing canal alignment and right-of-way including undercrossing of Maiden Lane. In addition, widen or reconstruct pedestrian facility on westside of Wenatchee River Bridge. These improvements will provide a key non-motorized corridor to improve accessibility and safety for pedestrians and bicyclists within the North Wenatchee Avenue corridor and connectivity to the Loop Trail.	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$9.0 to \$11.0
<b>North Wenatchee Avenue Corridor - Additional Components</b> \$20.2 to \$24.7				
Construct system of drainage and circulation roadways and upgrade existing roadway to improve safety, operations, and accessibility to existing and future businesses. Improvements would include facilities for bicyclists, pedestrians, and transit services. Work with property owners and businesses to improve internal vehicular and non-motorized circulation within and between parking lots to reduce safety and operations impacts on adjacent arterials and collector roadways, and to support economic growth through redevelopment opportunities.				
<b>Grand Total</b>				<b>\$187.8 - \$231.1</b>



### North Wenatchee Transportation Master Plan Cost Estimates

Project Ref No.	Project Name (Limits)	Project Description	Modes Served	Costs in millions
<b>North Wenatchee Avenue Corridor Improvements</b>				
NW1	North Wenatchee Avenue (South of Miller Street to Wenatchee River)	<ul style="list-style-type: none"> <li>Upgrade arterial corridor with wider sidewalks, streetscape, access consolidation, and median safety improvements</li> <li>Upgrade street lighting</li> </ul>	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$1.5 to \$2.0
NW2	Hawley Street (North Wenatchee Avenue to Miller Street)	<ul style="list-style-type: none"> <li>Construct undercrossing of railroad tracks and upgrade pedestrian and bicycle facilities</li> </ul>	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$17.0 to \$20.0
NW5	SR 285 Easy Street / Penny Road Northbound Off-ramp	<ul style="list-style-type: none"> <li>Modify SR 285 northbound off-ramp to provide new direct connection to Technology Center Drive and Chester Kimm Road</li> </ul>	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$0.4 to \$0.5
NW6	Canal Trail (Horse Lake Road to Walnut Street)	<ul style="list-style-type: none"> <li>Construct new multi-use trail along existing dike right-of-way with undercrossing of Maiden Lane</li> </ul>	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$2.4 to \$3.0
NW7	Maiden Lane / Horse Lake Road Frontage Road (500 feet south of Maiden Lane to Horse Lake Road)	<ul style="list-style-type: none"> <li>Construct new northbound frontage road on east side of North Wenatchee Avenue to improve safety and operations</li> <li>Modify intersections at Horse Lake Road and Maiden Lane</li> <li>Upgrade crosswalks and pedestrian facilities at intersections</li> <li>Upgrade transit stops</li> <li>Modify access driveways and install medians</li> </ul>	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$1.4 to \$1.8
NW8	Maiden Lane / North Wenatchee Avenue Intersection	<ul style="list-style-type: none"> <li>Widen intersection to provide two north-to-west left turn lanes and provide for U-turns</li> <li>Upgrade signal interconnect with adjacent signals at Horse Lake Road and Home Depot/Walmart /Maiden Lane signals</li> <li>Upgrade crosswalks and pedestrian signals</li> <li>Provide undercrossing of Maiden Lane for Dike Trail (NW9)</li> </ul>	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$0.2 to \$0.3
NW11	Walnut Street (Pine Street to Western Avenue)	<ul style="list-style-type: none"> <li>Reconstruct and upgrade roadway to collector standards including pedestrian and bicycle facilities</li> </ul>	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$3.2 to \$3.9
NW13	Pine Street (Walnut Street to McVittik Street)	<ul style="list-style-type: none"> <li>Reconstruct and upgrade roadway to collector standards including pedestrian and bicycle facilities</li> </ul>	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$1.3 to \$1.6
NW18	Hawley Street (North Wenatchee Avenue to Loop Trail)	<ul style="list-style-type: none"> <li>Complete and upgrade sidewalks</li> <li>Improve existing at-grade crossing of railroad tracks for bicycles</li> </ul>	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$0.8 to \$1.0
NW26	Wenatchee Bridge Pedestrian Facilities (Chatham Hill Road to Horse Lake Road)	<ul style="list-style-type: none"> <li>Widen existing or construct new pedestrian facility on west side of Wenatchee River Bridge and upgrade sidewalk connection to Horse Lake Road</li> </ul>	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$6.6 to \$8.0
NW28	Intercity Transit Service	<ul style="list-style-type: none"> <li>Move intercity transit service from North Wenatchee Avenue to Confluence Parkway</li> <li>Increase mid-day and peak period intercity transit service</li> </ul>	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	NA <sup>1</sup>
NW29	Local Transit Service	<ul style="list-style-type: none"> <li>Review and adjust local transit service routing to reflect future railroad grade separations and circulation roads to serve new development, as appropriate</li> </ul>	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	NA <sup>1</sup>
NW30	North Wenatchee Avenue Transit Stops and Shelters (9 <sup>th</sup> Street to Wenatchee River Bridge)	<ul style="list-style-type: none"> <li>Conduct evaluation of existing and additional transit stops along North Wenatchee Avenue to identify changes in conjunction with roadway intersection, sidewalk and signal system upgrades</li> <li>Systematically upgrade transit stops</li> <li>Construct passenger shelters at highest priority locations</li> </ul>	[Icons: Autos, Pedestrians, Transit, Bicycles, Freight]	\$0.06 to \$0.10
<b>Sub Total</b>				<b>\$34.86 - \$42.2</b>
<small>(see Figure A-5B for Grand Total)</small>				







**CITY OF WENATCHEE**  
**SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM**  
**FROM 2018 TO 2023**

Hearing Date: August 10, 2017

Ordinance No. 2017-18

ID	Project Title	Project Description	Road Name	Begin	End	Length	Total Cost	2018	2019	2020	2021	2022	2023	Phase	Start	Status	Fund Code	Fed Fund	State Code	State Funds	Local Code	Local Funds
1	McKittrick St. - Wenatchee Ave. Signal Project #0623	Install Traffic Signal, provide for U-turns, median barrier, east leg frontage connections. Consistent with NW 21 and NW9 of North Wenatchee Transportation Master Plan	Wenatchee Avenue	McKittrick Street	Wenatchee Avenue	0.16	\$976,179	\$976,179						CN	2018	S	STP(R)	\$770,706			109 Fund	\$205,473
2	North Wenatchee Ave: Pedestrian and Median Improvements	Improvements identified in master plan (NW-1, NW-20) including wider sidewalks, streetscape, access consolidation, and median safety	N. Wenatchee Avenue	MP 3.33	MP 3.59	0.26	\$168,000	\$168,000						RW	2018	S	STP	\$145,320			109 Fund	\$22,680
2	North Wenatchee Ave: Pedestrian and Median Improvements	Improvements identified in master plan (NW-1, NW-20) including wider sidewalks, streetscape, access consolidation, and median safety	N. Wenatchee Avenue	MP 3.33	MP 3.59	0.26	\$610,064		\$610,064					CN	2019	S	STP	\$527,706			109 Fund	\$82,358
3	McKittrick Street Improvements	Reconstruct roadway. Construct new storm sewer, sidewalks, and illumination. ROW acquisition	McKittrick St	Pine St.	Wenatchee Avenue	0.21	\$1,001,500	\$1,001,500						CN	2017	S			TIB	\$1,100,000	109 Fund	\$200,000
4	Red Apple Road Phase 1	Arterial street reconstruction	Red Apple Road	Okanogan Ave	Miller Street	0.5	\$1,273,000	\$1,273,000						ALL	2018	S			TIB	\$800,000	109 Fund	\$200,000
5	Middle School Crossing Improvements	New and Upgraded Crosswalks, lighting, and warning devices at Foothills and Orchard Middle Schools	Maple St./Miller St.				\$341,000	\$341,000						ALL	2017	S			SRTS	\$341,000		
6	Western Ave./ Springwater Ave. Intersection Control	Construct Mini-Roundabout	Western Avenue	Springwater Vicinity			\$220,910	\$220,910						CN	2018	S	STP	\$191,075			109 Fund	\$29,835
7	SR285 Side Street Preservation w/ WSDOT	Pavement preservation, signal detection, and pavement marking upgrades associated with WSDOT paver on Mission Street through city.	SR285/Mission	Vic MP 0.81	Vic MP 4.89		\$1,900,000	\$1,900,000						CN	2018	S					111 Fund, TBD	\$1,900,000
8	Mission/Stevens Landscaping and Pedestrian Connection	Incorporate landscaping and pedestrian connection in former west leg of intersection	Stevens St.	Mission St.	100' West of Mission St.		\$75,000	\$65,000						CN	2018	S			Other - TIB Complete Streets	\$75,000		
9	Pedestrian and Bicycle Connections	Fill sidewalk system gaps prioritizing school walk routes and other criteria identified as high priority in the master plan. Construct multi-use pathways and connections.	Varies				\$100,000	\$100,000						PE, CN	2018	S			Other - TIB Complete Streets	\$100,000		
10	South Wenatchee Sidewalk Program	Construct Sidewalk in the Lincoln School and other eligible areas in accordance with City CDBG Funding Program	Varies	Various	Various	varies	\$400,000				\$200,000			ALL	2020	S	CDBG	\$400,000				\$0
11	Street Preservation Program	Street Preservation Activities including: sealing, grinding, paving, ADA upgrades, etc.	Varies				\$7,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	ALL	2018	S					111 Fund, TBD	\$4,800,000
12	Miscellaneous, Minor, Undefined	Miscellaneous minor/emergent projects including intersections and signals, ADA, sidewalks, and traffic control devices.	Various Streets				\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	ALL	2018	S					109 Fund	\$300,000
13	Storm Drain Improvements	Various projects identified in stormwater comprehensive plan. Upgrades necessary to coincide with street improvement projects.	Varies				\$1,200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	PE	2018	S					401 Fund, 410 Fund,	\$1,200,000
14	M&O Pavement Preservation projects	Pavement and traffic control preservation projects and activities including crack sealing and skin patching.	Various City Streets				\$450,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	ALL	2018	S					108 Fund, 111 Fund	\$450,000
15	M&O Sidewalk Improvements	Sidewalk improvements on various streets to reduce tripping hazards, provide improved accessibility, and fill minor gaps.	Various City Streets				\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	ALL	2018	S					108 Fund	\$300,000
16	M&O Pedestrian Safety Improvements	Construct new and repair damaged sidewalks and/or install other pedestrian facilities including ADA upgrades.	Various City Streets				\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	ALL	2018	S					TBD, other	\$300,000
17	Wenatchee Street Pavement Preservation	Beyond the constrained limit of the funded street preservation program. See ID #11	Various arterial and Collector Streets				\$10,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	ALL	2018	P					Add'l TBD, B&O, Util Tax, Prop. Tax	\$10,800,000



**CITY OF WENATCHEE**  
**SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM**  
**FROM 2018 TO 2023**

Hearing Date: August 10, 2017

Ordinance No. 2017-18

ID	Project Title	Project Description	Road Name	Begin	End	Length	Total Cost	2018	2019	2020	2021	2022	2023	Phase	Start	Status	Fund Code	Fed Fund	State Code	State Funds	Local Code	Local Funds	
18	North Wenatchee Ave. Frontage Road: Horselake Rd. to Maiden Lane	Construct frontage road from South of Maiden Lane to Horselake Road Intersection. Consolidate access, enhance capacity. Modify Maiden Lane/Wenatchee Ave intersection. Identified as NW-7 and NW-8 in North Wenatchee Transportation Master Plan	New	Duncan St.	Maiden Ln.	0.27	\$2,300,000			\$200,000	\$500,000	\$1,600,000		ALL	2020	P	STP(U)	\$1,000,000	TIB	\$1,000,000	109 Fund	\$300,000	
19	SR285 Intersection Improvements at Miller and Maple Streets	Connect northbound Miller Street to the intersection of Miller/SR285, remove the easterly leg of Maple/SR285, provide bicycle and pedestrian enhancements per NW-22 and NW-23 in the North Wenatchee Transportation Master Plan.	SR285	Miller St.	Maple St.	0.15	\$2,000,000			\$500,000	\$1,500,000			ALL	2020	P			TPP	\$1,700,000	109 Fund	\$300,000	
20	North Wenatchee Ave: Miscellaneous Improvements	Spot Improvements including wider sidewalks, streetscape, access consolidation, and median safety as identified in NW-1 of the North Wenatchee Transportation Master Plan	N. Wenatchee Avenue	Wenatchee River/City Limits	Chelan Street		\$2,000,000				\$2,000,000			ALL	2021	P	STP(U)	\$1,730,000			109 Fund	\$270,000	
21	Miscellaneous bicycle system improvements.	Implement various identified projects from the Greater Wenatchee Bicycle Master Plan	Various				\$60,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	ALL	2018	P					TBD, other	\$60,000	
22	Residential Traffic Calming	Construct traffic calming measures in problem areas with participating neighborhoods	Varies				\$60,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	ALL	2018	P					Unknown	\$60,000	
23	Illumination upgrades	Improve illumination on various arterials and collectors especially at high pedestrian locations.	Various				\$60,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	ALL	2018	P					PUD, CDBG, 109 Fund, Other	\$60,000	
24	Truck Route Improvements	Various improvements on newly established truck routes.	Various City Streets				\$500,000		\$500,000					ALL	2019	P	STP(U)	\$432,500				\$67,500	
25	Elliott Street Multi Use Pathway	Construct 300 feet of hard surfaced multi use pathway with illumination and vehicular separation.	Elliott St.	Second St.	Third St.	0.06	\$185,000		\$22,000	\$163,000				ALL	2020	P				Pedestrian & Bicycle Pgm	\$145,000	109 Fund	\$40,000
26	Loop Trail Connection: Confluence State Park to Olds Station Road	Construct 1000 feet of multi use pathway along the State Park Entrance road connecting Olds Station Road to the Apple Capital Loop Trail	State Park Rd.			0.2	\$600,000		\$50,000	\$550,000				ALL	2020	P				Pedestrian & Bicycle Pgm	\$500,000	Port, State Parks, 109 Fund	\$100,000
27	Hawley St. RXR Grade Separation	Construct underpass at the Hawley Street BNSF RR Xing. Identified as NW-2 in North Wenatchee Transportation Master Plan	Hawley Street			0.1	\$19,500,000					\$19,500,000		ALL	2022	P	5309(Bus)	\$17,500,000	TIB	\$2,000,000			
28	McKittrick Street/BNSF Grade Separation	Construct Grade Separated crossing consistent with North Wenatchee Redevelopment Plan	McKittrick St	100' E of North Wenatchee Avenue	Walla Walla Street	0.2	\$24,250,000				\$24,250,000			ALL	2023	P	FASTLANE	\$23,750,000			City Utility	\$500,000	
29	Walla Walla to Hawley St. Connection	Acquire ROW. Construct new roadway on new alignment. Similar to CP-2 in North Wenatchee Transportation Master Plan and Wenatchee Waterfront Sub-area Plan.	Walla Walla	Walla Walla curve	Hawley / Miller Intersection	0.27	\$4,540,000	\$100,000	\$1,910,000	\$2,530,000				ALL	2018	P			TIB	\$2,994,000	arterial, sewer, Pvt.	\$1,546,000	
30	Miller Street Realignment and Storm Repairs	Acquire ROW. Construct new roadway on new alignment. Similar to CP-2 in North Wenatchee Transportation Master Plan and Wenatchee Waterfront Sub-area Plan.	Walla Walla	Walla Walla curve	Hawley / Miller Intersection	0.15	\$5,770,800	\$820,000	\$4,950,800					ALL	2018	P					Storm, Water/Sewer, General	\$5,770,800	
31	McKittrick Street Extension	Acquire ROW. Construct new roadway on new alignment including an at-grade BNSF Railroad X-ing. Similar to project #29. Includes private investment of \$3.4M. CERB eligible.	McKittrick St	100' E of North Wenatchee Avenue	Walla Walla Street	0.2	\$1,825,000	\$60,000	\$1,100,000	\$665,000				ALL	2018	P			CERB	\$1,460,000	Gen	\$365,000	
32	Tacoma Street Urban Upgrades	Upgrade Street consistent with North Wenatchee Transportation Master plan including curb, gutter, and sidewalk	Tacoma St.	McKittrick Street	Maple St.	0.25	\$1,000,000			\$1,000,000				ALL	2020	P			TIB	\$850,000	109 Fund	\$150,000	



**CITY OF WENATCHEE**  
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**FROM 2018 TO 2023**

Hearing Date: August 10, 2017

Ordinance No. 2017-18

ID	Project Title	Project Description	Road Name	Begin	End	Length	Total Cost	2018	2019	2020	2021	2022	2023	Phase	Start	Status	Fund Code	Fed Fund	State Code	State Funds	Local Code	Local Funds	
33	Millerdale Improvements	Reconstructs portions of Millerdale. Adds curb, gutter, and sidewalk. Makes safety improvements	Millerdale Avenue	Miller Street	Gellatly	0.58	\$1,836,000			\$1,836,000				ALL	2020	P			TIB	\$1,560,000	109 Fund	\$276,000	
34	Red Apple Road Phase 2	Arterial street reconstruction	Red Apple Road	Miller	Skyline	0.53	\$1,000,000				\$1,000,000			ALL	2021	P			TIB	\$800,000	109 Fund	\$200,000	
35	Springwater urban upgrades	Reconstruct roadway. Construct new storm sewer, sanitary sewer, sidewalks, and illumination.	Springwater	Western Avenue	Woodward	0.25	\$1,200,000					\$1,200,000		ALL	2022	P			TIB	\$1,000,000	109 Fund	\$200,000	
36	Woodward urban upgrades.	Reconstruct roadway. Construct new storm sewer, sanitary sewer, sidewalks, and illumination. ROW acquisition. Canal bridge?	Woodward	Fifth Street	Springwater	0.5	\$1,500,000						\$1,500,000	ALL	2023	P			TIB	\$1,300,000	109 Fund	\$200,000	
37	Railroad Grade Crossing Upgrades	Install median barrier or double signal arms to prevent vehicles from driving around signal gates. Mitigation to continue train whistle ban.	Ninth, Miller, Hawley, Orondo				\$100,000					\$100,000		ALL	2022	P			OTHER	\$80,000		\$20,000	
38	Skyline Drive Widening	Widen roadway to create shared-use shoulder or dedicated pathway for pedestrians and bicycles. Fill ditch section and install closed stormwater collection system. Install barrier and extruded curbs, replace guardrail, construct walls.	Skyline Drive	Skyline Drive	Number 2 Canyon Road	0.72	\$2,150,000						\$2,150,000	ALL	2023	P			OTHER	\$1,720,000	109 Fund	\$430,000	
39	North Road Improvements	Reconstruct North Road to Improve Secondary Access to the Broadview Subdivision. Project would mainly improve area West of Canal by widening and flattening grade.	North Road	Western Avenue	Broadhurst	0.25	\$800,000				\$800,000			ALL	2021	P					TIF, 109 Fund	\$800,000	
40	McKittrick Street Improvements	Reconstruct roadway. Construct new storm sewer, sidewalks, and illumination. ROW acquisition	McKittrick St	Pine Ave	Stella	0.18	\$1,190,000			\$1,190,000				ALL	2020	P			TIB	\$1,011,000	109 Fund	\$179,000	
41	Wenatchee Avenue and Thurston St. Signal	Construct new traffic signal.	Wenatchee Avenue	Thurston Street	Thurston Street	0.1	\$350,000						\$350,000	ALL	2023	P			TIB	\$280,000	109 Fund	\$70,000	
42	Fifth and Western Intersection Capacity Improvements	Improve turning movements by adding right turn lanes on Western Avenue.	Western Avenue	Fifth Street	Fifth Street	0.1	\$400,000			\$400,000				ALL	2020	P						\$400,000	
43	Walnut St. Improvements	Reconstruction project to meet urban standards.	Walnut Street	Pine Ave	Stella	0.13	\$1,000,000					\$1,000,000		ALL	2023	P			TIB	\$850,000	109 Fund	\$150,000	
44	Crawford Ave. Improvements	Construct sidewalk, curb and gutter	Crawford Avenue	Wenatchee Avenue	Mission Street	0.7	\$250,000				\$250,000			ALL	2021	P	STP(U)	\$200,000			109 Fund	\$50,000	
45	Traffic Signal Improvements	Upgrade/preserve existing traffic signals at: Miller & First Streets, Benton & Wenatchee Avenue, Miller & Millerdale, Maiden Lane & Wenatchee Avenue, and Mission & Orondo.	Various				\$913,420		\$91,342	\$822,078				ALL	2019	P	STP(U)	\$790,107			109 Fund	\$135,644	
46	North Wenatchee Avenue Bus Rapid Transit	Partner with Link to evaluate Bus Rapid Transit Roadway Configurations on North Wenatchee Avenue	SR285 North Wenatchee Avenue	MP 3.01	MP 4.89	1.88	\$50,000	\$50,000						ALL	2018	P	STP(U)	\$50,000					
47	Castlerock to Fifth Street Connector	Extend Castlerock Street and connect to 5th via Redhawk Canyon Drive.				0.27	\$2,000,000				\$2,000,000			ALL	2021	P					Dev. Ext.	\$2,000,000	
48	Surry, Broadview, Springwater Circulation	Construct connector roadways consistent with comprehensive plan.				varies	\$2,000,000						\$2,000,000	ALL	2023	P					Dev. Ext.	\$2,000,000	
49	Comprehensive Level of Service Study	Study Level of Service and Capacity Issues Citywide for both intersections and arterial corridors.	Various				\$50,000	\$50,000						ALL	2019	P							\$50,000
50	Crawford and Okanogan Intersection Control	Mini Roundabout and Pedestrian Crossing Improvements	Crawford Avenue			0.1	\$400,000				\$400,000			ALL	2021	P			STP	\$320,000	109 Fund	\$80,000	
51	Crawford and Methow Intersection Control	Mini Roundabout and Pedestrian Crossing Improvements	Crawford Avenue			0.1	\$400,000				\$400,000			ALL	2021	P			STP	\$320,000	109 Fund	\$80,000	



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52	Easy Street and Penny Rd. Intersection	Capacity and Pedestrian Intersection Improvements	Easy Street			0.1	\$660,000			\$660,000				ALL	2020	P			STP	\$320,000	109 Fund	\$80,000
53	Railroad Grade Pedestrian Crossing	Install Pedestrian Crossing over railroad tracks near Bridge Street and connect to Pipeline Pedestrian Bridge					\$4,000,000					\$4,000,000		ALL	2022	P	OTHER	\$3,000,000				
54	Relocate BNSF Wenatchee Terminal	Relocate Terminal from South of Orondo Street to Appleyard. Reduces blocking of at-grade crossings in the city.					\$32,000,000				\$32,000,000			ALL	2021	P			FMSIB	\$7,500,000	Other	\$7,500,000
55	SR285/Wenatchee Gateway Improvements	Landscaping enhancements along SR285 near North and South entrances to city and SR285 at Miller Street intersection	SR285				\$110,000			\$93,500	\$16,500			ALL	2020	P	TAP	\$110,000				
56	North Wenatchee Avenue Transportation and Economic Development Analysis	Further define elements and recommendations included in the North Wenatchee Transportation Master Plan with respect to both transportation and economic development needs of the community.	SR285				\$50,000	\$50,000						ALL	2018	P	TAP	\$50,000				
57	Waterfront Circulation and Streetscape Improvements	Provide waterfront access and gateway improvements 2004 Waterfront Subarea Plan and recent North Wenatchee Avenue Master Plan and Capital Facilities Plan.	Various			varies	\$1,500,000		\$750,000	\$750,000				ALL	2019	P			TIB, other	\$1,500,000	Unknown	\$150,000