



CHELAN COUNTY COMMISSIONERS PROPOSED MEETING AGENDA

Meeting Dates & Time:

Monday, October 26, 2026 – 9:00 A.M

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

Monday, October 26, 2026

9:00 A.M. Call to Order

1. Pledge of Allegiance
2. Public Comment Period

Consent Agenda

1. Approval of Minutes
2. Vouchers as submitted and Listed
3. Payroll Changes:
 - a) Shaw George, Fair/Expo – End of term
 - b) Kenneth Luzader, Fair/Expo – Resignation
 - c) Jordan Shultz, Fair/Expo – End of term
 - d) Kasey M. Mendall, District Court – New Hire
 - e) Fahren Miklosh, Public Works – New Hire
 - f) Charissa Williams, Public Works – Step Increase
 - g) Carl Blum, Boundary Review Board – Resignation
 - h) Mario Reyes, WSU Extension – Resignation
 - i) Patricia Whitfield. WSU Extension – Resignation
 - j) Monika Haynes, Sheriff – Retirement
 - k) Javier Reyna, Sheriff – Step Increase
 - l) Lee Risdon, Sheriff – Longevity
 - m) Patrick Williams, Sheriff – Step Increase
 - n) John Tamngin, Sheriff – Resignation

Board Discussion

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

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

Discussion:

1. Open Items

Action:

1. Approve Contract Extension for Brush Grinding (2027-2028) with Gibson & Son Road Building, Inc.

10:00 A.M. County Administrator Cathy Mulhall

Public Hearing: *Supplemental Budget Appropriation- \$300,000 for Industrial Insurance Fund*

Action:

1. Resolution RE: Debatable Emergency Appropriation – Industrial Insurance

Discussion:

1. SRO Contract discussion with CCSO
2. 2027 Budget
3. Administrative Update

Action:

1. Prosecuting Attorney Copier Lease Agreement – Felony Division
2. Prosecuting Attorney Copier Lease Agreement – Civil Division
3. Resolution Annexation of Unincorporated Property into Chelan County Fire District No. 6 Boundaries (2026-01-F6-Foster)

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

Discussion:

1. Departmental Updates

Action:

1. Wenatchee River County Park Rates and Fees

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

Discussion:

1. Executive session: Potential Litigation
2. Other

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

Action:

1. Consulting Agreement with Cramer Fish Sciences for Deep Creek Restoration Project Design

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

Upcoming External Commissioners' Meetings & Conferences

October 26, 2026

8:10 A.M. KOZI | Commissioner Hawkins

October 27, 2026

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

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

OCTOBER 26, 2026
9:00 A.M.
Consent Agenda

- 1) Approval of Minutes
- 2) Vouchers as submitted and listed
- 3) Payroll Changes:
 - a) Shaw George, Fair/Expo – End of term
 - b) Kenneth Luzader, Fair/Expo – Resignation
 - c) Jordan Shultz, Fair/Expo – End of term
 - d) Kasey M. Mendall, District Court – New Hire
 - e) Fahren Miklosh, Public Works – New Hire
 - f) Charissa Williams, Public Works – Step Increase
 - g) Carl Blum, Boundary Review Board – Resignation
 - h) Mario Reyes, WSU Extension – Resignation
 - i) Patricia Whitfield. WSU Extension – Resignation
 - j) Monika Haynes, Sheriff – Retirement
 - k) Javier Reyna, Sheriff – Step Increase
 - l) Lee Risdon, Sheriff – Longevity
 - m) Patrick Williams, Sheriff – Step Increase
 - n) John Tamngin, Sheriff – Resignation



CHELAN COUNTY COMMISSIONERS MEETING MINUTES

Meeting Dates & Time:

Monday, October 19, 2026 – 9:00 A.M

Tuesday, October 20, 2026 – 9:00 A.M.

Location: Chelan County Administration Building, 400 Douglas St.

Wenatchee, WA 98801

Monday, October 19, 2026

9:00:22 A.M. Call to Order

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

Attendance:

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

Public Comment Period:

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

- Tony Keyser
- Tammy Donaghue

The public comment period was closed.

9:07:17 A.M.

1. Employee Recognition

Niska Morris	Juvenile	40 Years of Service
Stewart Smith	Prosecuting Attorney	10 Years of Service
Lee Risdon	Sheriff	20 Years of Service
Stacey Carson	Public Works	10 Years of Service
Eric Pierson	Public Works	15 Years of Service

9:18:36 A.M. Consent Agenda

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

1. Approval of Minutes 20261019-MIN-1
2. Vouchers as submitted and Listed 20261019-BDG-1
3. Payroll Changes: 20261019-PCN-1
 - a) Faye Feters, Coroner – Step Increase
 - b) Lea Garner, District Court Probation – Other
 - c) Karen Lauren May, Regional Justice Center – Classification Change
 - d) Tommy Joe Van Lith, Regional Justice Center – Step Increase
 - e) Jessica Wilson, Regional Justice Center – Step Increase
 - f) Alberto Alejandre, Juvenile – Resignation
 - g) Luis M. Diaz, Juvenile – Rehire
 - h) Kelsey Ibarra Hernandez, Juvenile – Promotion
 - i) Jon Beem, Public Works – Step Increase
 - j) Erik Guzman, Public Works – Resignation
 - k) Daylon Harn, Public Works – Step Increase
 - l) Jerrid Higgins, Public Works – Cell Stipend
 - m) Benjamin Lorenz, Public Works – Step Increase
 - n) James (Jim) Peterson, Public Works – Retirement
 - o) Ryan Sargent, Public Works – Step Increase
 - p) Robert (Bo)Watson, Public Works – Cell Stipend
 - q) Robert (Bo) Watson, Public Works – Promotion
 - r) Marta G Demere, Economic Services – Promotion
 - s) Jenna Medlar, Noxious Weeds – Hour Reduction
 - t) Scott Kenoyer, Sheriff – Retirement
 - u) Amora Jeanett Schley, Facilities Maintenance – Transfer
 - v) John Bailey, WSU Extension – Resignation
 - w) Tracy Baker, WSU Extension – Resignation
 - x) Brenda Baldwin, WSU Extension – Resignation
 - y) Ronald Feld, WSU Extension – Resignation
 - z) Martha Flores, WSU Extension – Resignation
 - aa)Ana Gonzalez, WSU Extension – Resignation
 - bb)Mary Gormley, WSU Extension – Resignation
 - cc)Esteban Gutierrez, WSU Extension – Resignation
 - dd)Amy Snively-Martinez, WSU Extension – Resignation
 - ee)Adela Valaas, WSU Extension – Resignation
 - ff) Gloria Vasquez, WSU Extension – Resignation
 - gg)Andrew Wainwright, WSU Extension – Resignation

9:18:52 A.M. Board Discussion

9:25:26 A.M. Public Works Director Eric Pierson

9:29:48 A.M. Public Hearing RE: 2027 Annual Road Program

Chairman Smith opened the public hearing. Members of the public join via Zoom and in chambers. County Engineer Eric Pierson presented the 2027 Annual Program.

Chairman Smith opened the public comment period. No Public comment was received.

9:37:55 A.M. Chairman Smith closed the public testimony period and public hearing.

9:38:43 A.M. Action:

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

1. Approve Resolution #**2026-87** Re: Adopting the 2027 Annual Road Program

9:38:43 A.M. Action:

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

1. Approve Contract with Pioneer Commodities for Supplying Solid Sodium Gradation Road Salt 20261019-AGR-1
2. Approve Resolution # **2026-88** Re: Adopting Chelan County Safety Action Plan
3. Approve Supplement No. 5 to Agreement No. 2024-01 with Forsgren Associates, Inc. for Easy Street and School Street Intersection, County Road Project 738 (CRP 738) 20261019-AGR-2

9:39:44 A.M. Executive session RE: Potential Litigation

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

**Executive session was extended by 15 minutes. The public was notified.*

10:01:16 A.M. The Board returned to regular session. No action was taken.

Continued Departmental Discussion

10:03:59 A.M. Recessed

10:10:14 A.M. The Board returned to regular session.

10:10:26 A.M. County Administrator Cathy Mulhall

Discussion:

1. 2027 Budget
2. Administrative Update

10:34:52 A.M. Action:

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

1. Approve Designated Crisis Responder Nomination for Annike Sprow
20261019-AGR-3
2. Amendment No. 1 to the 2024 Energy Audit Agreement with Washington State
Association of Counties and Chelan County to Conduct Energy Audits for Tier 1 and
Tier 2 Buildings
20261019-AGR-4
3. Hiring Freeze Authorization – Juvenile Custody Officer, Juvenile - * Add-on
20261019-HR-1

10:34:52 A.M. Economic Services Director Ron Cridlebaugh

Discussion:

1. Departmental Updates

2027 LTAC Event Funding Recommendations

The board reviewed the 2027 Lodging Tax Advisory Committee (LTAC) event funding recommendations. The proposed changes are outlined below for further review and consideration.

Applicant	Event	Original LTAC Recommendation	Revised Proposed Allocation
Buckner Home Heritage	Square Dance in the Orchard	\$2,000	\$4,000
Buckner Home Heritage	Summer Events	\$1,500	\$2,155
Cascade Community Markets	Leavenworth Community Farmers Market	\$5,000	\$3,500
Cashmere Community Concerts	Wenatchee River Bluegrass Festival	\$10,000	\$15,000

2027 LTAC Framework Funding Recommendations

The board reviewed the original and revised proposed allocations for the 2027 Lodging Tax Advisory Committee (LTAC) funding framework.

<i>Funding Entity</i>	<i>Original LTAC Recommendation</i>	<i>Revised Proposed Allocation</i>
<i>Lake Chelan Chamber of Commerce</i>	15%	20%
<i>Leavenworth Chamber of Commerce</i>	20%	20%
<i>Chelan County</i>	20%	22%
<i>Event & Marketing Grants</i>	10%	10%
<i>Visit Chelan County</i>	27%	25%
<i>Cascade Loop</i>	3%	3%
<i>Manson Chamber of Commerce</i>	9%	4%
<i>Cashmere Chamber of Commerce</i>	3%	3%
<i>Entiat Chamber of Commerce</i>	0%	0%
<i>TREAD</i>	3%	3%

The revised framework recommendations will be returned to the LTAC for review and consideration

11:08:24 A.M. Action:

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

1. Resolution **#2026-89** Re: Appointing Chelan County Fair Board Members
2. Storwick Tree Removal Contract 20261019-AGR-5

11:09:35 A.M. Executive session RE: Employee Qualifications, Performance, and Personnel Decisions.

Upon motion by Commissioner Overbay and seconded by Commissioner Hawkins, the Board entered into a 5-minute Executive Session pursuant to RCW 42.30.110(1)(g) for the purpose of discussing matters of to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

**Executive session was extended by 16 minutes. The public was notified*

11:30:29 A.M. The Board returned to regular session. No action was taken

11:30:45 A.M. Recessed.

11:36:03 A.M. The Board returned to regular session.

11:36:10 A.M. Natural Resources Director Mike Kaputa

11:36:43 A.M. Executive session RE: Potential Litigation with Robert Sealby

Upon motion by Commissioner Overbay and seconded by Commissioner Hawkins, the Board entered into a 5-minute Executive Session pursuant to RCW 42.30.110(1)(i), for the purpose of discussing matters of litigation or legal risk with legal counsel

11:42:19 A.M. The board returned to regular session. No action was taken.

11:57:55 A.M. Action:

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

1. Contract for Voluntary Stewardship Program Cost-Share Funds with Fromm Land Company LLC for Irrigation Efficiencies and Improvement Project
20261019-AGR-6
2. Renewal of Interlocal Agreement with Cascadia Conservation District
20261019-AGR-7
3. Consulting Agreement with Natural Systems Design for Upper Wenatchee Pilot Project Aquatic Organism Passage Project Design
20261019-AGR-8
4. Contract for Services with Blue Pine Fuels for Plain Community Park Machine Thinning and Fuels Reduction Project
20261019-AGR-9
5. Contract with Oversight, LLC, for Malaga Property Boundary Retracement and Easement
20261019-EASE-1
6. Invitation to Bid for Upper Wenatchee Pilot Project C12 and C14 Culvert Blasting Project
20261019-BID-1

Continue with discussion items.

11:50:15 A.M. City of Leavenworth Mayor Carl Florea

The Board recessed and will reconvene in regular session on Tuesday, October 20, 2026, at 8:00 A.M

Tuesday, October 20, 2026

8:02:07 A.M. The Board reconvened in regular session.

8:00: A.M. Budget Workshop

9:28:17 A.M. Recessed.

11:01:05 A.M. The Board returned to regular session.

11:01:05 A.M. One Digital Benefits

11:39:03 A.M. Recessed.

1:02:47 P.M. The Board returned to regular session.

1:03:00 P.M. Budget Workshop

2:32:38 P.M. Adjourned

The Board of County Commissioners adjourned until Monday, October 26, 2026, at 9:00 A.M.

Weekly Voucher Approval for Payment

<i>Current Expense</i>	\$71,650.45
<i>Other Funds</i>	\$865,305.64
<i>Total all Funds</i>	\$936,956.09



Employee Payroll Change Notice

EFFECTIVE DATE: 10/16/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006703 (leave blank if new employee)

Name Shawn George

Department Chelan County Expo Center

Position Title Fair cleaning & restroom

Pay Grade _____ Pay Step _____

Status part time Union Non-Bargaining
(full time, part time, temp)

Account Number 121.001.57370.11.999 (required)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

No longer needed for fair payroll.
will not be returning next year.

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization

Date 10/16/2026

Human Resources Review

Date 10/19/2026

Commissioner Approval

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10/16/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006683 (leave blank if new employee)
Name Kenneth Luzader
Department Chelan County Expo Center
Position Title RV Camp Host
Pay Grade _____ Pay Step _____
Status part time Union Non-Bargaining
(full time, part time, temp)
Account Number 120.001.57548.11.999 (required)

REASON FOR CHANGE

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

*Attach copy of offer letter

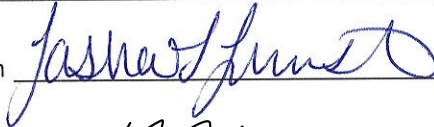
COMMENTS / ADDITIONAL INFORMATION

Resignation for family emergency.

STEP SCHEDULE (New Emp)

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

SIGNATURES

Department Authorization 

Date 10/16/2026

Human Resources Review 

Date 10/19/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10/16/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006702 (leave blank if new employee)
Name Jordan Shultz
Department Chelan County Expo Center
Position Title Fair cleaning & restroom
Pay Grade _____ Pay Step _____
Status part time Union Non-Bargaining
(full time, part time, temp)
Account Number 121.001.57370.11.999 (required)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

No longer needed for fair payroll.
will not be returning next year.

STEP SCHEDULE (New Emp)

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

SIGNATURES

Department Authorization

Date 10/16/2026

Human Resources Review

Date

10/19/2026

Commissioner Approval

Date



Employee Payroll Change Notice

Return completed form to the
Human Resources Department

EFFECTIVE DATE: 11/02/2026
(hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name KASEY M. MENDALL

Department DISTRICT COURT

Position Title ADMIN SUPERVISOR II

Pay Grade PW15 Pay Step 3

Status FULL-TIME Union Non-Bargaining
(full time, part time, temp)

Account Number 010.065.51240.11.255 (required for new hires)

REASON FOR CHANGE

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

*attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Kasey Mendall will begin as District Court Admin Supervisor II on 11/02/2026 at Step 3 (\$5,642.50/month). This will fill the position vacated by Brooke Tate in May 2026.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: 11/01/2027
Step 5: 11/01/2028
Step 6: 11/01/2030
Step 7: 11/01/2032
Step 8: 11/01/2034

SIGNATURES

Department Authorization 

Date 10/12/2026

Human Resources Review 

Date 10/19/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 11/16/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Fahren Miklosh

Department Public Works - Leavenworth District

Position Title Truck Driver/Laborer - Equipment Operator I

Pay Grade RC03H Pay Step 4

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

Account Number 110.001.54231.10.000 (required)

REASON FOR CHANGE

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

*Click button below to attach
copy of offer letter



COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: 12/1/2027

Step 6: 12/1/2028

Step 7: 12/1/2029

Step 8: 12/1/2030

Step 9: 12/1/2031

SIGNATURES

Department Authorization [Signature]

Date 10/19/2026

Human Resources Review [Signature]

Date 10/19/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 11-1-26
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006541 (leave blank if new employee)

Name Charissa Williams

Department Prosecuting Attorney

Position Title Deputy Prosecuting Attorney

Pay Grade NB26 Pay Step 8

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

Account Number 010.140.51531.11.425 (required for new hires)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Step increase to PW26, Step 8 effective 11/1/26

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: 11-1-2026

SIGNATURES

Department Authorization _____

Date 10-15-26

Human Resources Review _____

Date 10/19/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10/16/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005599 (leave blank if new employee)
Name Carl Blum
Department Boundary Review Board
Position Title BRB Board Member
Pay Grade extra help Pay Step _____
Status _____ Union none
(full time, part time, temp)
Account Number _____ (required)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

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

SIGNATURES

Department Authorization Cathy Mullall Date 10/16/2026
Human Resources Review nm Date 10/19/2026
Commissioner Approval _____ Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 12/31/2025

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004066 (leave blank if new employee)

Name Mario Reyes

Department WSU Extension

Position Title Partners in Parenting Facilitator

Pay Grade _____ Pay Step _____

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

Account Number _____ (required)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization _____

Date 10/19/26

Human Resources Review Belen Barahona

Date 10-21-2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 12/31/2025

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005410 (leave blank if new employee)

Name Patricia Whitfield

Department WSU Extension

Position Title Partners in Parenting Facilitator

Pay Grade _____ Pay Step _____

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

Account Number _____ (required)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 10/19/26

Human Resources Review Belen Barahona

Date 10-21-2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 12/01/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 000937 (leave blank if new employee)

Name Monika Haynes

Department Sheriff

Position Title Corporal

Pay Grade S121 Pay Step 6

Status Full Time Union Teamsters - Commissioned Supervisors
(full time, part time, temp)

Account Number 010.145.52122.11.484 (required for new hires)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Separation of Duty: 11/30/2026

Per CBA, Article 12.5, Haynes provided at least six (6) months advance written notice of her retirement and is eligible to cash out twenty five percent (25%) of all accrued sick leave hours remaining on the date of retirement.

STEP SCHEDULE (New Emp)

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

SIGNATURES

Department Authorization 

Date 10/19/2026

Human Resources Review Belen Barahona

Date 10-21-2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 11/01/2026

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006095 (leave blank if new employee)

Name Javier Reyna

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 5

Status Full Time Union Commissioned Teamsters
(full time, part time, temp)

Account Number 010.145.52122.11.468 (required for new hires)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Step 5
Base Monthly: \$8,569.20
Base Yearly: \$102,830.40

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: 11/01/2027
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization 

Date 10/19/2026

Human Resources Review Belen Barahona

Date 10-21-2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10/01/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002357 (leave blank if new employee)

Name Lee Risdon

Department Sheriff

Position Title Sergeant

Pay Grade S131 Pay Step 6

Status Full Time Union Teamsters -Commissioned Supervisors
(full time, part time, temp)

Account Number 010.145.52122.11.452 (required for new hires)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Supervisors CBA, Appendix A: 2A.1
Longevity, this employee is eligible as follows:

3% Longevity

Base Monthly: \$11,033.94 + \$331.02 = \$11,364.96

Future Longevity Pay Increase:
25+ years - 4% - 2031

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization *Michelle M...*

Date 10/19/2026

Human Resources Review *Belen Barahona*

Date 10-21-2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 11/01/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006091 (leave blank if new employee)

Name Patrick Williams

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 4

Status Full Time Union Commissioned Teamsters
(full time, part time, temp)

Account Number 010.145.52122.11.456 (required for new hires)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Step 4
Base Monthly: \$8,161.64
Base Yearly: \$97,939.68

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 11/01/2027
Step 6: 11/01/2028
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 10/19/2026

Human Resources Review Belen Barahona

Date 10-21-2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10/30/2026

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006217 (leave blank if new employee)

Name John Tamngin

Department Economic Services

Position Title Veterans Service Officer

Pay Grade PW11 Pay Step 5

Status Full Time Union N/A
(full time, part time, temp)

Account Number 155.001.56520.11.001 (required)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 05/2025
Step 6: 05/2027
Step 7: 05/2029
Step 8: 05/2031

SIGNATURES

Department Authorization _____

Date 10/31/26

Human Resources Review Belen Barahona

Date 10-21-2026

Commissioner Approval _____

Date _____

CHELAN COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC WORKS ISSUES

October 27, 2026

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

DISCUSSION ITEMS:

1. Contract Extension for Brush Grinding (2027-2028) with Gibson & Son Road Building, Inc.
2. Open Item

ACTION ITEMS:

1. Approve Contract Extension for Brush Grinding (2027-2028) with Gibson & Son Road Building, Inc.

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

CONTRACT FOR CHELAN COUNTY BRUSH GRINDING (2027-2028 Renewal)

THIS CONTRACT, is made between **Chelan County**, a municipal corporation of the State of Washington ("**County**"), and GIBSON & SON ROAD BUILDING, INC, a Washington corporation whose business address is 1221 S. Thorp HWY, Ellensburg, WA 98926 ("**Contractor**"). County and Contractor are occasionally referred to together as "Parties".

PROJECT NAME: Chelan County Brush Grinding (2027-2028 Renewal) for the 2027 and 2028 calendar years

WHEREAS, the County lacks sufficient resources to provide labor and equipment necessary for brush grinding at the two Chelan County brush disposal sites at Chelan Transfer Station Brush Yard and Dryden Transfer Station Brush Yard, and the County deems it in the best interest of the public to contract for the brush grinding services to be performed in 2027 and 2028; and

WHEREAS, in 2025 the County duly advertised invitations to bid on the proposal to grind brush as herein defined, the Contractor tendered an acceptable proposal, and a Contract for Chelan County Brush Grinding (2025-2026) was awarded with a term of two (2) years with an option to renew for an additional two (2) years; and

WHEREAS, it is mutually agreeable to the parties to renew the contract, as allowed by the 2025 contract, for an additional two (2) years pursuant to the terms in this renewal contract.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained in this Contract, County and Contractor agree as follows:

1. RECITALS ADOPTED. The recitals set forth above and in the County's authorizing resolution are hereby adopted as the factual basis for this Contract.

2. SCOPE OF WORK.

2.1. The Contractor shall do all work and furnish all labor, tools, materials and equipment required to grind (also referred to as "chipping"), and stockpile, or remove brush, lumber and other organic debris (collectively "Brush") at two County brush disposal sites, including Chelan Transfer Station Brush Yard, and Dryden Transfer Station Brush Yard in accordance with the Contract Provisions (inclusively referred to hereafter as "Work").

2.2. Performance Deadlines:

2.2.1. Brush is deposited at the County sites throughout the year; however, Spring and Fall are the seasons when the majority of material is deposited. Due to the space constraints at the Chelan Transfer Station Brush Yard and Dryden Transfer Station Brush Yard, Brush needs to be chipped for removal twice annually. Work should be performed

in a manner so that, on June 1 and November 1, the brush having been collected prior to that date is chipped.

2.2.2. Performance deadlines may be adjusted or extended by written change order approved by the Chelan County Solid Waste Manager.

3. EFFECTIVE DATE/TERM.

3.1. The effective date of this Contract is the date on which the Chelan County Board of Commissioners approves and executes the Contract. The Parties may cause duplicate originals of this Contract to be signed each of which shall be deemed to be an original having identical legal effect.

3.2. The term of this renewal Contract shall be for a period of two (2) years commencing on January 1, 2027, and ending on December 31, 2028. This Contract is not renewable pursuant to the initial bid package and 2025-2026 Contract. Future brush grinding services shall be procured by the competitive bidding process. During the renewal period, this Contract will remain in effect until terminated pursuant to Section 10 (TERMINATION) or until all obligations established herein are completed, at which time the Contract will terminate automatically on December 31, 2028.

4. PAYMENT. The Contractor shall invoice the County in June (Spring) and November (Fall), during each year of 2027 and 2028 for all Work performed in each calendar year. Total payment by the County for the Work performed in 2027-2028 shall be at the 2026 rates as specified in section 5 – Optional Renewal, and as shown in the “Bid Package Proposal” attached as “Exhibit B” of the 2025 Contract. The County shall issue payment to Contractor within 45 days of receipt of an undisputed invoice.

5. OPTIONAL RENEWAL. No future renewals will be offered under this contract, as the original contract only provides for one extension.

6. NOTICES. All notices, invoices and payments required by this Contract shall be sent or delivered to the following respective addresses:

CHELAN COUNTY PUBLIC WORKS
Attention: Solid Waste Manager
316 Washington Street, Suite 402
Wenatchee, WA 98801
509-667-6415

GIBSON & SON ROAD BUILDING, INC
1221 S. THORP HWY
ELLENSBURG, WA 98926

or to such other respective addresses as either Party may designate in writing.

7. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor for all purposes and any and all employees of the Contractor, while engaged in the performance of any work or services required under this Contract, are strictly employees of the Contractor. Nothing in this Contract shall cause employees of the Contractor to be deemed County employees for any purpose, including but not limited to withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

8. NO ASSIGNMENT. The Contractor shall not assign this Contract or any interest, obligation or duty herein without the express written consent of the County.

9. NONDISCRIMINATION

9.1. The Contractor agrees not to discriminate against any client, employee or applicant for employment for services because of race, creed, color, national origin, marital status, sex, age, or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; rendition of services. The Contractor understands and agrees that if it violates this nondiscrimination provision, this Contract may be terminated by the County and further that the Contractor shall be barred from performing any services for the County now or in the future, unless a showing is made satisfactory to the County that discriminatory practices have terminated and that recurrence of such action is unlikely.

9.2. It is highly encouraged for the contractor 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 Contract.

10. TERMINATION

10.1. If Contractor fails to perform in a timely and professional manner material obligations under this Contract, or if the Contractor shall violate any of the material terms or provisions of this Contract, the County shall have the right to unilaterally terminate this Contract, in whole or in part, effective immediately upon the County giving written notice of the termination to the Contractor.

10.2. This Contract may be terminated in whole or in part, at any time, by written mutual agreement of the parties.

11. INDEMNIFICATION/HOLD HARMLESS

11.1. Contractor shall indemnify, hold harmless and defend the County, its officers, officials, agents and employees from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of

Contractor, its agents, employees or officers, in performance of this Contract, except for injuries and damages caused by the sole negligence of the County.

11.2. The provisions contained herein have been mutually negotiated by the Parties and it is the intent that Contractor shall provide the County with the broadest scope of indemnity permitted by RCW 4.24.115. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.

11.3. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Contract.

12. INSURANCE

12.1. Without limiting Contractor's indemnity of the County, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form that is satisfactory to the County.

12.2. General Liability Insurance. Using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations, contractual liability with limits not less than \$2,000,000.00 per occurrence, and \$4,000,000.00 General Aggregate for bodily injury, including death, personal injury, and property damage. Coverage shall include Employers Liability (stop gap).

12.3. The Commercial General Liability Coverage shall include the following endorsements:

- i) The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"
- ii) Primary, Non-contributory endorsement, both in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".

12.4. The Commercial General Liability Coverage shall not include the following endorsements:

- i) Amendment of Contractual Liability

- ii) Total Pollution Exclusion
- iii) Cross Suits Liability Exclusion

12.5. Certificates of Insurance shall be provided to County with this signed Contract. Insurance certificates and endorsements must be approved by Public Works prior to commencement of performance. Current certification of insurance shall be kept on file with County at all times during the term of this contract. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

12.6. Contractor agrees to oblige its insurance agent or broker and insurers to provide to County with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage

13. WORKERS' COMPENSATION COVERAGE

13.1. Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Contractor waives all rights of subordination against the County for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

13.2. If Contractor, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and the County incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the County. Indemnity shall include all fines, payments of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

14. COMPLETE AGREEMENT. This Contract, including the authorizing resolution and any referenced attachments contain the entire agreement of the Parties with respect to Chelan County Brush Grinding (2027-2028 Renewal) and all covenants, stipulations, and provisions agreed upon by the parties. Later amendments will be in writing and executed and will become part of this agreement. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein. This contract only affects this project described within, and does not conflict or have precedence over other contracts arranged.

15. VENUE. This Contract shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this Contract shall be Chelan County Superior Court.

16. WAIVER. No waiver by either Party of any term or condition of this Contract shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

17. SEVERABILITY. If any section or part of this Contract is held by a court having lawful jurisdiction to be invalid, such action shall not affect the validity of any other part of this Contract.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

CONTRACTOR:

Kristin Gibson, President
Name, Title

Dated this 13 day of October, 2026 at Ellensburg, WA.

BOARD OF COUNTY COMMISSIONERS FOR CHELAN COUNTY:

SHON SMITH, Chair

KEVIN OVERBAY, Commissioner

BRAD HAWKINS, Commissioner

Dated this ____ day of _____, 2026 at Wenatchee, WA.

ATTEST:

ANABEL TORRES, Clerk of the Board

APPROVED BY:

Eric Pierson, Director of Public Works

Date

Approved as to Form

STEWART R. SMITH
Deputy Prosecuting Attorney

Date



CHELAN COUNTY ADMINISTRATOR CATHY MULHALL

Meeting Date & Time:

Monday, October 26, 2026

PUBLIC HEARING: Supplemental Budget Appropriation
\$300,000 for Industrial Insurance Fund

Action:

1. Resolution RE: Debatable Emergency Appropriation – Industrial Insurance

Discussion:

1. SRO Contract discussion with CCSO
2. 2027 Budget
3. Administrative Update

Action:

1. Prosecuting Attorney Copier Lease Agreement – Felony Division
2. Prosecuting Attorney Copier Lease Agreement – Civil Division
3. Resolution Annexation of Unincorporated Property into Chelan County Fire District No. 6 Boundaries (2026-01-F6-Foster)

Resolution 2026-_____
Re: Debatable Emergency – Industrial Insurance

WHEREAS, the following fund does not have an adequate level of budget appropriation to make all necessary expenditures:

- Industrial Insurance Fund \$300,000

WHEREAS, these additional budget expenditures were not anticipated when preparing the 2026 budget; and

WHEREAS, in accordance with RCW 36.40.140 a public hearing must be held to authorize additional budget appropriations,

NOW, THEREFORE, BE IT HEREBY RESOLVED that a debatable emergency budget appropriation in the amount of \$300,000 be allocated to the Chelan County 2026 budget as follows:

Fund:	525.001	Title:	Tort Claims/Insurance Admin	
Expenditures:	51768.49.030	Claim Payments		\$300,000
Revenue:	30880.00.000	Fund Balance		\$300,000

DATED at Wenatchee, Washington this 26th day of October, 2026.

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

KEVIN OVERBAY, COMMISSIONER

Clerk of the Board

BRAD HAWKINS, COMMISSIONER

Vendor Advisory

Publications use Column's software platform/services to facilitate the placement of public notices or legal ads in their publication(s). Column Software, PBC is not a DBA for publications, but an independently owned and operated vendor authorized to provide software/services to those publications. Once an invoice is paid, the merchant name on your billing statements will be Column Software, PBC, if applicable. Only payment for legal ads or public notices should be made payable to Column Software, PBC. Payments for other ads should be made per the billing requirements as listed on respective publication invoices.

Issue Date	Oct 21, 2026
Bill to	Chelan County Commissioners Office
Total Amount Due	\$239.51

Access this account summary online at
<https://www.column.us/payments>.

Wenatchee World

Notice	Notice ID	Invoice	Due Date	Amount Due
NOH-DEBA October 2026	whlnBI5r6Qe2ln4TT1Ra	F9BD1EAD-0048	Nov 13, 2026	239.51
Subtotal for Wenatchee World				239.51
Total Due				\$239.51

Note: The processing fee, if applicable, is due regardless of the method of payment.

Pay online with credit or debit card: <https://www.column.us/payments>

For more information, visit our [Help Center](#).



CHELAN COUNTY PROSECUTING ATTORNEY

ROBERT W. SEALBY

401 Washington Street, 5th Floor, P.O. Box 2596, Wenatchee, WA 98807-2596

CRIMINAL DEPUTIES

Ryan S. Valaas, Chief Deputy
Lee O'Brien
Clayton J. Graef
Felecia S. Chandler
Ethan T. Morris
Sidney M. McLaughlin
Charissa R. Williams
Matthew Knuffke

CIVIL DEPUTIES

Stewart R. Smith

CHILD SUPPORT

(509) 667-6200

MAIN OFFICE / FELONY DIVISION.....(509) 667-6202
MAIN OFFICE FAX.....(509) 667-6490
DISTRICT COURT DIVISION(509) 667-6271
JUVENILE COURT DIVISION.....(509) 667-6453
DISTRICT COURT/ JUV DIVISION FAX....(509) 667-6476
CIVIL DIVISION.....(509) 667-6330
CIVIL DIVISION FAX.....(509) 667-6511
CHILD SUPPORT DIVISION(509) 667-6200
CHILD SUPPORT DIVISION FAX(509) 667-6525

Memorandum

To: Chelan County Board of Commissioners
From: Robert Sealby, Prosecuting Attorney
Date: October 20, 2026
Re: Request for Approval of Copier Lease Proposals

I am requesting approval to enter into lease agreements with Kelley Create of Wenatchee for two new digital copiers. These new copiers are intended to replace two of our current copiers that have 60-month leases expiring November 1, 2026. Attached are the following lease contracts from Kelley Create for these new copiers:

TOSHIIBA eSTUDIO5525aCG55PPM Color Digital Copier (Felony Division)

- 60-month lease agreement (same length of our current leases) billed at the monthly rate of \$195.00 plus sales tax
- Full Maintenance Agreement (which includes all necessary copier service and supplies except for paper and staple) billed monthly at the rates of \$0.0080 per black and white image, and \$0.048 per color image

TOSHIIBA eSTUDIO5525aCG55PPM Color Digital Copier (Civil Division)

- 60-month lease agreement (same length of our current leases) billed at the monthly rate of \$194.00 plus sales tax
- Full Maintenance Agreement (which includes all necessary copier service and supplies except for paper and staple) billed monthly at the rates of \$0.0080 per black and white image, and \$0.048 per color image

I am requesting your signature on the Non-Appropriation Agreement and Acknowledgement page of each lease agreement (last page). Approval of these two new copiers lease agreements would be greatly appreciated. If you have any questions, please do not hesitate to let me know. Thank you.

Attachments: Felony Copier Lease Agreement
Civil Copier Lease Agreement



Kelley Create
22710 72nd Ave S
Kent, WA 98032
Phone 206-284-9100
www.kelleycreate.com

10/07/2026

Chelan County Prosecuting Attorney
350 Orondo Ave 3rd Fl
Wenatchee, WA 98801

Dear Robert, Laura,
Please see below the proposed equipment and financials we discussed.

Equipment Proposed

QTY	MODEL	ACC-TYPE	DESCRIPTION
1	Toshiba GSA Inside ESTUDIO5525ACG		55PPM COLOR DIGITAL COPIER
1	Toshiba	Supply	Black Toner
1	Toshiba	Supply	Cyan Toner
1	Toshiba	Supply	Magenta Toner
1	Toshiba	Supply	Yellow Toner
1	Toshiba	Accessory	LARGE CAPACITY FEEDER, 2000 SHEETS
1	Toshiba	Accessory	65-SHEET MULTI-STAPLE FINISHER
1	Toshiba	Accessory	BRIDGE KIT FOR MJ1109/1110
1	Toshiba	Accessory	DOCUMENT FEEDER, DUAL SCAN
1	Innovolt	Accessory	Surge Protector

PAYMENT	TERM
\$194.00 Plus Tax	60 FMV Lease

Maintenance and Supplies

The maintenance agreement for this proposal is zero based contract:

- Mono images per quarter in arrears at a CPC rate of .0080 per image.
- Full color images per quarter in arrears at a CPC rate of .0480 per image.
- Parts, labor, image drums, and consumable supplies (excluding paper and staples).

Thank you for this opportunity. If you have any questions, please contact me at (509) 860-1345 or greg.bruggman@kelleycreate.com.

Sincerely, Greg Bruggman

PRINTED NAME



TERMS AND CONDITIONS

This is not a sale on approval or trial basis and, unless otherwise stipulated, payment for goods and equipment shall be made upon delivery. Title to all goods and equipment shall remain with Seller until such time as the purchase price thereof shall have been paid in full. If Buyer neglects or refuses to pay the full purchase price when due, Seller may retake possession of said equipment and supplies. Buyer agrees to pay Seller's reasonable attorneys' fees in any collection, action, suit or appeal arising from Buyer's default thereunder. This agreement shall not be amended or modified unless set forth in writing and executed by both parties. Buyer signature indicates Buyer has read and agreed to these terms. THIS IS A BINDING ORDER, not subject to cancellation.

In the event that this sale is contingent upon approval of financing for Buyer, it is understood and agreed the Buyer will obtain their own financing not through Seller. Until such time as financing is approved, title shall remain with Seller. If financing has not been approved within thirty (30) days from the date of this agreement, all rights of the Buyer to the equipment shall cease, and the equipment shall be immediately returned to the Seller in good order and condition. If the Buyer fails to return the equipment, Seller may take the equipment into his possession, and for the purpose may enter the premises of the Buyer and remove the equipment, in which event Buyer waives any trespass or claim arising from such removal.

Seller shall not be liable to Buyer or any other person for any loss, damage, or expense of any kind or for direct or consequential damage relative to, arising from, or caused directly or indirectly, by equipment or any supplies or accessories or the use thereof, or deficiency, defect, or inadequacy thereof, or any delay in delivery or installation thereof.

This agreement may not be assigned or transferred by customer without the prior written consent of Seller.

This agreement shall be governed or construed in accordance with the laws of the State of Washington and exclusive venue of any action arising out of this agreement shall be in King County, Washington.

EQUIPMENT WARRANTIES

KELLEY CREATE warrants all new equipment in this order for 90 days from installation. Warranty covers labor and parts to correct defects in materials and workmanship at no charge to the customer. This warranty does not extend to the replacement of supply items or consumable parts in the equipment within the manufacturer's recommendations.

Any statements made by Kelley Create salesperson(s) about these products do not constitute warranties and shall not be relied on by customer in deciding whether to purchase these goods or equipment.

KELLEY CREATE MAINTENANCE AND PERFORMANCE GUARANTEE

Performance Guarantee - If your equipment is covered by a continuous Kelley Create maintenance agreement and is out of service for more than two (2) consecutive business days after notifying Kelley Create requires off-site service, a loaner copier or facsimile will be provided by Kelley Create at no additional charge.

Equipment Training Guarantee - Kelley Create will provide initial training plus any follow-up training needed by appointment at no additional charge.

Solution Sales & Software/Connectivity Guarantee - Kelley Create will provide initial installation and training. After 30 days, all additional training will be provided and charged on an hourly basis.

Service Cost - Kelley Create guarantees that the cost of your maintenance agreement will not increase more than 12% per year, as long as you continue to be the original owner of this equipment.

Service Response Guarantee - Our Service Representative will arrive at your door within the guaranteed four (4) hour average response time over a one (1) year period.



AGREEMENT

AGREEMENT NO.:

CUSTOMER ("you" or "your")

FULL LEGAL NAME: Chelan, County of (dba: Chelan County Prosecuting Attorney 3rd FI Civil Dept)

ADDRESS: Bill to PO Box 2596 (401 Washington Street Wenatchee, WA 98801)

CONTACT NAME: Robert W. Sealby

PHONE #: (509) 667-6204

FEDERAL TAX ID #: 91-6001297

EQUIPMENT AND PAYMENT TERMS

MAKE/MODEL/ACCESSORIES

SERIAL NO.

STARTING METER

1 Toshiba GSA Inside ESTUDIO5525ACG☒ MONTHLY or ☐ QUARTERLY PAYMENT AMOUNT: **\$194.00** (PLUS TAX)TERM IN MONTHS: **60**

(MONTHLY IF NO BOX IS CHECKED)

ORIGINATION FEE: **\$125.00** (PLUS TAX)SECURITY DEPOSIT: **\$0**EQUIPMENT LOCATION: **401 Washington Street Wenatchee, WA 98801**☐ SEE ATTACHED

☐ MAINTENANCE INCLUDED The Monthly or Quarterly Payment Amount above includes payment for the use of the Equipment ("Equipment Payment"), and, if this box is checked, parts and labor for the Equipment ("Maintenance Payment"). These amounts are being invoiced as one payment for your convenience.

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING.**CUSTOMER'S AUTHORIZED SIGNATURE**

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED, READ, AND ACKNOWLEDGED THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

☒Robert W. Sealby - Chelan Co.
Prosecuting Attorney☒

10-20-26

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

LESSOR ("we", "us", "our")**Kelley Create**

LESSOR

SIGNATURE

PRINT NAME & TITLE

DATE

22710 72nd Ave S Kent, WA 98032-1926

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations, including all and any debts, liabilities, and obligations of every nature or form, now existing or hereafter arising or acquired, under the Agreement or any supplements hereto. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee, if applicable, to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned hereby binds any respective administrators, representatives, successors, and authorized assigns. **THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE, AND AUTHORIZE(S) OBTAINING CREDIT REPORTS.**

SIGNATURE:

☒

INDIVIDUAL:

DATE:

SIGNATURE:

☒

INDIVIDUAL:

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE:

☒

NAME & TITLE:

DATE:

ADDITIONAL TERMS AND CONDITIONS

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment Identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. Unless otherwise stated in an addendum hereto, this Agreement will renew month to month unless you send us written notice at least 30 days (before the end of any term) that you want to return the Equipment, and you timely return the Equipment (according to the conditions herein). Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes with respect to this Agreement and the Equipment. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. At the end of the first year of this Agreement and once each successive twelve-month period, the Maintenance Payment may be increased by a maximum of 10% of the then existing payment amount. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. We own the Equipment (excluding any Software). You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from your acts or omissions inconsistent with this Agreement or our ownership of the Equipment. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee up to 10% of the Fair Market Value of the Equipment on the date of this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us the amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and, if requested, to defend us against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. No loss or damage shall relieve you of your payment obligations under this Agreement. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT,** without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates; (b) you make or have made any false statement or misrepresentation to us; (c) you or any guarantor dies, dissolves or terminates existence; (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition; or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by you to us, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-507 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **FAXED OR SCANNED DOCUMENTS, ETC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

8. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

9. **LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. **YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE.** For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

10. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. You agree to pay us an additional amount equal to 1/30th of the Monthly Payment for each day between the date the Equipment is delivered and the Effective Date, which will be added to your first invoice.

11. **MISCELLANEOUS:** You authorize us, our agent or our assignee to furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, supplier or any manufacturer of the Equipment. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, we may request the following identifying information: name, address, date of birth. We may also ask other questions or request other documents meant to verify your individual or commercial identity.

Maintenance Agreement

Order Number

DN-74954

BILL TO #		
CUSTOMER NAME Chelan County Prosecuting Attorney 5th Floor		
ADDRESS PO Box 2596		
CITY Wenatchee	STATE WA	ZIP 98807
PHONE # (509) 667-6204	FAX #	
AP CONTACT Laura Brown		
AP CONTACT'S EMAIL laura.brown@co.chelan.wa.us		

EQUIPMENT LOCATION (if different than Customer Bill To #)		
COMPANY		
Chelan County Prosecuting Attorney 5th Floor		
ADDRESS		
401 Washington St		
CITY	STATE	ZIP
Wenatchee	WA	98801
PHONE #		FAX #
(509) 667-6204		
METER CONTACT		
Laura Brown		
METER'S EMAIL		
laura.brown@co.chelan.wa.us		

B&W BILLING FREQUENCY	
BASE ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Yearly	OVERAGE / CPC ☐ Monthly ☒ Quarterly ☐ Semi-Annual

COLOR BILLING FREQUENCY	
BASE ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Yearly	OVERAGE / CPC ☐ Monthly ☒ Quarterly ☐ Semi-Annual

[illegible]

*Base and Allowance are per billing frequency.

Total for ALL Machines if not billed separately:

\$0.00

Effective Date:

Delivery

Additional Terms: GSA Zero-based contract billed in arrears quarterly, CPC rates locked for 60 month. Staples included

Supplies delivered to 410 Washington St 5 Fl, Wenatchee, WA 98801. Serice @ 350 Orondo Ave 3rd Fl, Wenatchee, WA 98801

CUSTOMER ACKNOWLEDGEMENT

CUSTOMER ACKNOWLEDGEMENT:
You acknowledge receipt of, and agree to be bound by Kelley Create additional sales terms and conditions, which are incorporated herein.

This is non-cancelable three year agreement.



Customer Signature

Robert W. Sealby

Printed Customer Name

Chelan County Prosecuting Attorneys

Customer Title



Date _____

Accepted by Kelley Create

Date _____

Return to:

Kelley Create

22710 72nd Ave S., Kent, WA 98032

Tel: 800.495.3175

Fax: 206.285.4023

Kelley Create Maintenance Agreement Terms & Conditions

Kelley Create (KELLEY) ("we", "us" or "our") shall provide to the entity designated under the "Bill to Customer Name" on the first page, entitled "Maintenance Agreement" ("Customer", "you" or "your") maintenance services for the equipment ("Equipment") and software ("Software") designated on the first page and in any Additional Equipment Page relating hereto, and shall make all adjustments, repairs and part replacements necessary to keep the Equipment and any modifications to keep the software in good working order in accordance with its published specifications ("Maintenance") pursuant to the terms and conditions of this Agreement, said first page, the Additional Terms and Conditions and any applicable Additional Equipment Page shall constitute the "Agreement" and capitalized terms shall have the same meaning throughout.

MAINTENANCE: Providing you are not in default of this Agreement, we shall provide on-site Maintenance during our normal business hours (8:00 AM to 5:00 PM, Monday - Friday, excluding Federal Holidays) for any unit of Equipment or Software that has continually been covered under a Kelley Create Maintenance Agreement. For requested Maintenance outside of our normal business hours, rates in effect at the time such service is requested will be charged. We will first attempt to provide remote diagnostic and maintenance services to utilize the key operator to resolve the service problem over the telephone before dispatching a service representative, and we shall train your key operator at no additional charge pursuant to our standard training policies. We shall provide Maintenance at no additional cost, unless the required adjustments, repairs, or parts replaced are required due to: (i) failure to operate the Equipment or Software under suitable temperature, humidity, line voltage, or any other specified environmental conditions; (ii) lack of reasonable care handling, operating, and maintaining the Equipment and Software, including damage by misuse or mal-intent; (iii) use of the Equipment or Software not in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) use of accessories, supplies or other materials, or services not provided by us (excluding paper); (v) any alterations to the Equipment and Software; (vi) the use or damaged materials or those not in compliance with the units specifications, such as paper or envelopes; (vii) the use of the Equipment in excess of its volume rating; (viii) malfunction of equipment, parts, components, or software provided by you or third parties and not approved by us which interface with the Equipment or Software; (ix) forgo major events; (x) use of the Equipment or Software for unlawful purposes; or (xi) any loss or damage resulting from perils or casualty, including fire, water damage or other external cause (all of the foregoing causes collectively the "Excluded Causes"). We shall perform Maintenance necessitated by Excluded Causes at our then current time and materials rate and quote an estimate of the cost for such Maintenance in advance if requested by you. For copier and multifunctional Equipment Maintenance, unless the malfunctions is caused by an Excluded Cause, photoconductor drums, lubricants and other materials needed to service such Equipment are provided without additional charge, and print powder, developer, or/and master cartridges may or may not be included with Maintenance as indicated on said first page and on any Additional Equipment Page relating hereto.

MAINTENANCE TERM: This Maintenance Agreement is effective for 36 months or as specified under Additional Terms as to each unit of newly purchased Equipment or Software from the earlier of the date of installation, or 10 days after shipment, or, if the unit is existing Equipment, as of the date herein, and will renew for successive similar periods unless written notice of cancellation at least 30 days prior to renewal is provided and accepted by KELLEY. If you cancel at any time other than on your anniversary date, we are not obligated to issue any credit invoice or refund; KELLEY reserves the right to bill customer pro-rated usage for any maintenance kits, imaging units, or fuser units installed in customer's equipment in the previous 60 days. If you acquire additional accessories for the Equipment, or add new equipment, we will provide coverage and adjust your rate accordingly. Maintenance will be billed in advance unless noted in Additional Terms.

BREACH OR DEFAULT: If the Customer does not pay all charges, billed under the terms of this Agreement, promptly when due, or in the event of a breach of any of the other terms of the Agreement, KELLEY may (a) refuse to service the equipment until remittance is made, (b) provide service on "Per Call" basis rates, (c) require C.O.D. payment in full at the time of service (and any supplies) at KELLEY's "Per Call" basis rates, and (d) take any and all other actions as provided by law. Such remedies shall be cumulative, and the waiver of any one breach by customer shall not be deemed a waiver of any other or subsequent breach.

PRORATIONS AND TRANSFERS: If the covered equipment is upgraded with equipment purchased from KELLEY, any unused portion of a paid agreement may be prorated and applied toward a service program for the new equipment. This agreement may not be assigned by the Customer without KELLEY prior written consent. Customer specifically agrees that this agreement shall not terminate upon Customer's election to sell, transfer or remove from service any equipment covered by this Agreement, unless KELLEY agrees in writing to terminate this agreement prior to such sale, transfer or removal from service.

HARDWARE CONNECTIVITY/SOFTWARE SUPPORT: Any Software shall be licensed to you pursuant to the terms of the license agreement provided with the Software. You must complete our Site Survey prior to installation of any Equipment or Software that shall be connected to your computer network. In reliance on this information we will either proceed with the installation or advise you of problems or potential problems that may limit the functionality or your use of such Equipment or Software. Once accepted by you, or if the Site Survey is incorrect or there are any changes to your computer network or software, any attempts by us to remedy such problems will be at our standard charges then in effect, and we formulate representation or warranty that we can remedy such problems. Third party software not designated in this Agreement as serviced by us shall be subject to the license(s) and other agreement(s) between you and the third-party provider(s), and we shall not have any obligation or liability for same. Hardware Connectivity & Software Support, after initial 30 days, will be charged on an hourly basis.

METER READINGS: The Customer agrees to allow KELLEY to install data collection software (DCA) for the purpose of automating the capture of device counts and other pertinent information used in managing the account. The information collected is limited to device serial number, IP address, meter, supply usage, notes, device location and device alerts. Customer agrees to provide KELLEY true and accurate meter readings for each billing period. If accurate meter readings are not provided, KELLEY reserves the right to estimate Customer's meter readings based upon previous meter reading and bill Customer based upon such estimates or to send a KELLEY representative to visually inspect such meter readings, in which event Customer shall also pay KELLEY an additional charge for such site visit.

BASE AND OVERAGE COST ADJUSTMENT: At the end of the first year of this Agreement and once each successive twelve-month period, we may increase the base charge and charge per copy. Any modification or addition to the equipment listed may increase the base rate and/or cost per copy rates.

Customer Obligations: You hereby agree to:

- (a) Immediately notify us when maintenance is required and provide us with access for inspecting or servicing the Equipment or Software during our normal business hours;
- (b) Replace supplies when necessary, and discontinue use of any supplies not provided by us that may increase the cost of Maintenance or cause damage to the Equipment;
- (c) Timely accept delivery of the Equipment and Software;
- (d) Comply with your obligations under this Agreement, including making payments when due;
- (e) Make available a key operator or machine operator, as the case may be, for our standard training in the use of the Equipment and Software. Should this person change, you shall inform us immediately so the new key operator can be trained;
- (f) Provide complete and accurate information pertaining to your computer network and software programs pertaining to the Equipment being connected to your network, or Software to be provided hereunder;
- (g) Have the area where the Equipment is to be installed prepared and ready to receive the Equipment prior to its delivery, including providing adequate power, analog phone line and/or computer network connections (if required), lighting, humidity, HVAC, and security, and to be ready to have the Equipment installed upon delivery;
- (h) Accurately complete our Site Survey for connected Equipment and Software;
- (i) Have your computer(s) and/or network available and ready to receive any software;
- (j) Abide by the terms of any Software license agreements; and
- (k) Execute any required documents to evidence our interests in the Equipment, Software, and Supplies.

NON-APPROPRIATION AGREEMENT AND ACKNOWLEDGEMENT
(Applicable to Governmental Entities Only)

This Non-Appropriation Agreement and Acknowledgement ("Acknowledgement") relates to that certain agreement between Chelan, County Of DBA County Prosecuting Attorney Civil Dept ("Governmental Entity") and Kelley Create ("Company"), which agreement is identified in Company's records as agreement number 3316834 ("Agreement"). All capitalized terms used in this Acknowledgement which are not defined herein shall have the meanings given to such terms in the Agreement. The undersigned, an authorized representative of Governmental Entity, hereby acknowledges and agrees as follows:

- As of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on Governmental Entity's behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against it were followed; (c) the Equipment will be operated and controlled by Governmental Entity and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) Governmental Entity intends to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) Governmental Entity's obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of its tax or general revenues; and (h) Governmental Entity will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.
- If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, Governmental Entity shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available (without penalty or additional expense (other than the expense of returning the Equipment to the location designated by Company)), Governmental Entity's Chief Executive Officer (or Legal Counsel) will deliver a certificate (or opinion) to Company at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, certifying that (a) Governmental Entity is a state or a fully constituted political subdivision or agency of the state in which it is located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by Governmental Entity; and (d) Governmental Entity has exhausted all funds legally available for the payment of amounts due under the Agreement. This paragraph only applies if, and to the extent that, state law precludes Governmental Entity from entering into the Agreement if the Agreement is deemed to constitute a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by Governmental Entity as of the termination date.
- Company relied on this Acknowledgement as part of the Agreement.

A copy of this Acknowledgement containing Governmental Entity's original or facsimile signature or other indication of its intent to agree to the terms set forth herein shall be enforceable for all purposes.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)

(X)

SIGNATURE

(X)

NAME & TITLE

(X)

DATE



**KELLEY
CREATE**

Kelley Create
22710 72nd Ave S.
Kent, WA 98032
Phone 206-284-9100
www.kelleycreate.com

10/07/2026

Chelan County Prosecuting Attorney
401 Washington Street
Wenatchee, WA 98801

Dear Robert, Laura,
Please see below the proposed equipment and financials we discussed.

Equipment Proposed

QTY	MODEL	ACC. TYPE	DESCRIPTION
1	Toshiba GSA Inside ESTUDIO5525ACG		55PPM COLOR DIGITAL COPIER
1	Toshiba	Supply	Black Toner
1	Toshiba	Supply	Cyan Toner
1	Toshiba	Supply	Magenta Toner
1	Toshiba	Supply	Yellow Toner
1	Toshiba	Accessory	LARGE CAPACITY FEEDER, 2000 SHEETS
1	Toshiba	Accessory	65-SHEET MULTI-STAPLE FINISHER
1	Toshiba	Accessory	BRIDGE KIT FOR MJ1109/1110
1	Toshiba	Accessory	DOCUMENT FEEDER, DUAL SCAN
1	Toshiba	Accessory	FAX UNIT / SECOND LINE FAX UNIT
1	Innovolt	Accessory	Surge Protector

PAYMENT	TERM
\$195.00 Plus Tax	60 FMV Lease

Maintenance and Supplies

The maintenance agreement for this proposal is zero based contract:

- Mono images per quarter in arrears at a CPC rate of .0080 per image.
- Full color images per quarter in arrears at a CPC rate of .0480 per image.
- Parts, labor, image drums, and consumable supplies (excluding paper and staples).

Thank you for this opportunity. If you have any questions, please contact me at (509) 860-1345 or greg.bruggman@kelleycreate.com.

Sincerely, Greg Bruggman

Sales Agreement

Order Number DN-74954

SOLD TO		
COMPANY		
Chelan County Prosecuting Attorney 5th Floor		
ADDRESS		
PO Box 2596		
CITY	STATE	ZIP
Wenatchee	WA	98807
CONTACT	PHONE	
Laura Brown	(509) 667-6204	
EMAIL		
laura.brown@co.chelan.wa.us		

SHIP TO		
COMPANY		
Chelan County Prosecuting Attorney 5th Floor		
ADDRESS		
401 Washington Street		
CITY	STATE	ZIP
Wenatchee	WA	98801
CONTACT	PHONE	
Laura Brown	(509) 667-6204	
EMAIL		
laura.brown@co.chelan.wa.us		

FINANCE OPTIONS

☒ LEASE TERM: 60 MONTHLY PAYMENT: \$195	☐ CASH Plus applicable sales tax. There is a 3% fee for credit card payments. Pricing is good for 30 days
--	--

[illegible]

SUPPLIES AND MAINTENANCE		CHARGES	
☐ INCLUDED IN LEASE ☒ MAINTENANCE AGREEMENT <i>Please refer to your LEASE or MAINTENANCE AGREEMENT for volume and rates.</i>		SUBTOTAL	
		DELIVERY	
SPECIAL INSTRUCTIONS OR CONDITIONS OF SALE:		NETWORK INSTALL	
		SALES TAX - Calculated on Invoice	
		TOTAL	
		LESS DEPOSIT	
		BALANCE DUE	

Greg Bruggman

10/8/2026

Sales Representative

Order Date

The parties acknowledge and agree all terms and conditions stated on the reverse side of the Sales Agreement constitute an integral part of the Sales Agreement and are incorporated herein. By signing this Agreement, the Customer represents it fully understands all terms and conditions stated herein, and agreement constitutes the entire understanding between Kelley Create and Customer.

KELLEY CREATE APPROVAL

ACCEPTED BY CUSTOMER

AUTHORIZED SIGNATURE REQUIRED

AUTHORIZED SIGNATURE REQUIRED

PRINTED NAME _____

Laura Brown
PRINTED NAME



TERMS AND CONDITIONS

This is not a sale on approval or trial basis and, unless otherwise stipulated, payment for goods and equipment shall be made upon delivery. Title to all goods and equipment shall remain with Seller until such time as the purchase price thereof shall have been paid in full. If Buyer neglects or refuses to pay the full purchase price when due, Seller may retake possession of said equipment and supplies. Buyer agrees to pay Seller's reasonable attorneys' fees in any collection, action, suit or appeal arising from Buyer's default thereunder. This agreement shall not be amended or modified unless set forth in writing and executed by both parties. Buyer signature indicates Buyer has read and agreed to these terms. THIS IS A BINDING ORDER, not subject to cancellation.

In the event that this sale is contingent upon approval of financing for Buyer, it is understood and agreed the Buyer will obtain their own financing not through Seller. Until such time as financing is approved, title shall remain with Seller. If financing has not been approved within thirty (30) days from the date of this agreement, all rights of the Buyer to the equipment shall cease, and the equipment shall be immediately returned to the Seller in good order and condition. If the Buyer fails to return the equipment, Seller may take the equipment into his possession, and for the purpose may enter the premises of the Buyer and remove the equipment, in which event Buyer waives any trespass or claim arising from such removal.

Seller shall not be liable to Buyer or any other person for any loss, damage, or expense of any kind or for direct or consequential damage relative to, arising from, or caused directly or indirectly, by equipment or any supplies or accessories or the use thereof, or deficiency, defect, or inadequacy thereof, or any delay in delivery or installation thereof.

This agreement may not be assigned or transferred by customer without the prior written consent of Seller.

This agreement shall be governed or construed in accordance with the laws of the State of Washington and exclusive venue of any action arising out of this agreement shall be in King County, Washington.

EQUIPMENT WARRANTIES

KELLEY CREATE warrants all new equipment in this order for 90 days from installation. Warranty covers labor and parts to correct defects in materials and workmanship at no charge to the customer. This warranty does not extend to the replacement of supply items or consumable parts in the equipment within the manufacturer's recommendations.

Any statements made by Kelley Create salesperson(s) about these products do not constitute warranties and shall not be relied on by customer in deciding whether to purchase these goods or equipment.

KELLEY CREATE MAINTENANCE AND PERFORMANCE GUARANTEE

Performance Guarantee - If your equipment is covered by a continuous Kelley Create maintenance agreement and is out of service for more than two (2) consecutive business days after notifying Kelley Create requires off-site service, a loaner copier or facsimile will be provided by Kelley Create at no additional charge.

Equipment Training Guarantee - Kelley Create will provide initial training plus any follow-up training needed by appointment at no additional charge.

Solution Sales & Software/Connectivity Guarantee - Kelley Create will provide initial installation and training. After 30 days, all additional training will be provided and charged on an hourly basis.

Service Cost - Kelley Create guarantees that the cost of your maintenance agreement will not increase more than 12% per year, as long as you continue to be the original owner of this equipment.

Service Response Guarantee - Our Service Representative will arrive at your door within the guaranteed four (4) hour average response time over a one (1) year period.



AGREEMENT

AGREEMENT NO.:

CUSTOMER ("you" or "your")FULL LEGAL NAME: **Chelan, County of (dba: Chelan County Prosecuting Attorney 5th Fl)**ADDRESS: **Bill to PO Box 2596 (401 Washington Street Wenatchee, WA 98801)**CONTACT NAME: **Robert W. Sealby**PHONE #: **(509) 667-6204**FEDERAL TAX ID #: **91-6001297****EQUIPMENT AND PAYMENT TERMS**

MAKE/MODEL/ACCESSORIES

SERIAL NO.

STARTING METER

1 Toshiba GSA Inside ESTUDIO5525ACG☒ MONTHLY or ☐ QUARTERLY PAYMENT AMOUNT: **\$195.00** (PLUS TAX)

(MONTHLY IF NO BOX IS CHECKED)

TERM IN MONTHS: **60**ORIGINATION FEE: **\$125.00** (PLUS TAX)SECURITY DEPOSIT: **\$0**EQUIPMENT LOCATION: **401 Washington Street Wenatchee, WA 98801**☐ SEE ATTACHED SCHEDULE☐ MAINTENANCE INCLUDED The Monthly or Quarterly Payment Amount above includes payment for the use of the Equipment ("Equipment Payment"), and, if this box is checked, parts and labor for the Equipment ("Maintenance Payment"). These amounts are being invoiced as one payment for your convenience.

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED, READ, AND ACKNOWLEDGED THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

CUSTOMER

SIGNATURE

Robert W. Sealby - Chelan Co.
Prosecuting Attorney

PRINT NAME & TITLE

DATE

LESSOR ("we", "us", "our")**Kelley Create**

LESSOR

SIGNATURE

PRINT NAME & TITLE

DATE

22710 72nd Ave S Kent, WA 98032-1926

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations, including all and any debts, liabilities, and obligations of every nature or form, now existing or hereafter arising or acquired, under the Agreement or any supplements hereto. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee, if applicable, to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned hereby binds any respective administrators, representatives, successors, and authorized assigns. **THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE, AND AUTHORIZE(S) OBTAINING CREDIT REPORTS.**

SIGNATURE:

X

INDIVIDUAL:

DATE:

SIGNATURE:

X

INDIVIDUAL:

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE:

X

NAME & TITLE:

DATE:

ADDITIONAL TERMS AND CONDITIONS

1. AGREEMENT: For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. Unless otherwise stated in an addendum hereto, this Agreement will renew month to month unless you send us written notice at least 30 days (before the end of any term) that you want to return the Equipment, and you timely return the Equipment (according to the conditions herein). Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

2. RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes with respect to this Agreement and the Equipment. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. At the end of the first year of this Agreement and once each successive twelve-month period, the Maintenance Payment may be increased by a maximum of 10% of the then existing payment amount. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. We own the Equipment (excluding any Software). You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from your acts or omissions inconsistent with this Agreement or our ownership of the Equipment. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee up to 10% of the Fair Market Value of the Equipment on the date of this Agreement.

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and, if requested, to defend us against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. No loss or damage shall relieve you of your payment obligations under this Agreement. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates; (b) you make or have made any false statement or misrepresentation to us; (c) you or any guarantor dies, dissolves or terminates existence; (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition; or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-507 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

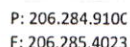
7. FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

8. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

9. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

10. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. You agree to pay us an additional amount equal to 1/30th of the Monthly Payment for each day between the date the Equipment is delivered and the Effective Date, which will be added to your first invoice.

11. MISCELLANEOUS: You authorize us, our agent or our assignee to furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, supplier or any manufacturer of the Equipment. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, we may request the following identifying information: name, address, date of birth. We may also ask other questions or request other documents meant to verify your individual or commercial identity.



Order Number DN-74954

EQUIPMENT LOCATION (if different than Customer Bill To #)		
COMPANY		
Chelan County Prosecuting Attorney 5th Floor		
ADDRESS		
401 Washington St		
CITY	STATE	ZIP
Wenatchee	WA	98801
PHONE #		FAX #
(509) 667-6204		
METER CONTACT		
Laura Brown		
METER'S EMAIL		
laura.brown@co.chelan.wa.us		

COLOR BILLING FREQUENCY	
BASE ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Yearly	OVERAGE / CPC ☐ Monthly ☒ Quarterly ☐ Semi-Annual

[illegible]

*Base and Allowance are per billing frequency.

Total for ALL Machines if not billed separately:

\$0.00

Effective Date:

Delivery

Additional Terms: GSA Zero=based contract billed in arrears quarterly, CPC rates locked for 60 month. Staples included

CUSTOMER ACKNOWLEDGEMENT

You acknowledge receipt of, and agree to be bound by Kelley Create additional sales terms and conditions, which are incorporated herein.

This is non-cancelable three year agreement.

Customer Signature

Robert W. Sealby

Printed Customer Name

Chelan County Prosecuting Attorneys

Customer Title

Date _____

Accepted by Kelley Create

Date _____

Return to:

Kelley Create

22710 72nd Ave S., Kent, WA 98032

Tel: 800.495.3175

Fax: 206.285.4023

Kelley Create (KELLEY) ("we", "us" or "our") shall provide to the entity designated under the "Bill to Customer Name" on the first page, entitled "Maintenance Agreement" ("Customer", "you" or "your") maintenance services for the equipment ("Equipment") and software ("Software") designated on the first page and in any Additional Equipment Page relating hereto, and shall make all adjustments, repairs and part replacements necessary to keep the Equipment and any modifications to keep the software in good working order in accordance with its published specifications ("Maintenance") pursuant to the terms and conditions of this Agreement, said first page, the Additional Terms and Conditions and any applicable Additional Equipment Page shall constitute the "Agreement" and capitalized terms shall have the same meaning throughout.

MAINTENANCE: Providing you are not in default of this Agreement, we shall provide on-site Maintenance during our normal business hours (8:00 AM to 5:00 PM, Monday - Friday, excluding Federal Holidays) for any unit of Equipment or Software that has continually been covered under a Kelley Create Maintenance Agreement. For requested Maintenance outside of our normal business hours, rates in effect at the time such service is requested will be charged. We will first attempt to provide remote diagnostic and maintenance services to utilize the key operator to resolve the service problem over the telephone before dispatching a service representative, and we shall train your key operator at no additional charge pursuant to our standard training policies. We shall provide Maintenance at no additional cost, unless the required adjustments, repairs, or parts replaced are required due to: (i) failure to operate the Equipment or Software under suitable temperature, humidity, line voltage, or any other specified environmental conditions; (ii) lack of reasonable care handling, operating, and maintaining the Equipment and Software, including damage by misuse or mal-intent; (iii) use of the Equipment or Software not in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) use of accessories, supplies or other materials, or services not provided by us (excluding paper); (v) any alterations to the Equipment and Software; (vi) the use or damaged materials or those not in compliance with the units specifications, such as paper or envelopes; (vii) the use of the Equipment in excess of its volume rating; (viii) malfunction of equipment, parts, components, or software provided by you or third parties and not approved by us which interface with the Equipment or Software; (ix) forgo major events; (x) use of the Equipment or Software for unlawful purposes; or (xi) any loss or damage resulting from perils or casualty, including fire, water damage or other external cause (all of the foregoing causes collectively the "Excluded Causes"). We shall perform Maintenance necessitated by Excluded Causes at our then current time and materials rate and quote an estimate of the cost for such Maintenance in advance if requested by you. For copier and multifunctional Equipment Maintenance, unless the malfunctions is caused by an Excluded Cause, photoconductor drums, lubricants and other materials needed to service such Equipment are provided without additional charge, and print powder, developer, or/and master cartridges may or may not be included with Maintenance as indicated on said first page and on any Additional Equipment Page relating hereto.

MAINTENANCE TERM: This Maintenance Agreement is effective for 36 months or as specified under Additional Terms as to each unit of newly purchased Equipment or Software from the earlier of the date of installation, or 10 days after shipment, or, if the unit is existing Equipment, as of the date herein, and will renew for successive similar periods unless written notice of cancellation at least 30 days prior to renewal is provided and accepted by KELLEY. If you cancel at any time other than on your anniversary date, we are not obligated to issue any credit invoice or refund; KELLEY reserves the right to bill customer pro-rated usage for any maintenance kits, imaging units, or fuser units installed in customers equipment in the previous 60 days. If you acquire additional accessories for the Equipment, or add new equipment, we will provide coverage and adjust your rate accordingly. Maintenance will be billed in advance unless noted in Additional Terms.

BREACH OR DEFAULT: If the Customer does not pay all charges, billed under the terms of this Agreement, promptly when due, or in the event of a breach of any of the other terms of the Agreement, KELLEY may (a) refuse to service the equipment until remittance is made, (b) provide service on "Per Call" basis rates, (c) require C.O.D. payment in full at the time of service (and any supplies) at KELLEY's "Per Call" basis rates, and (d) take any and all other actions as provided by law. Such remedies shall be cumulative, and the waiver of any one breach by customer shall not be deemed a waiver or any other or subsequent breach.

PRORATIONS AND TRANSFERS: If the covered equipment is upgraded with equipment purchased from KELLEY, any unused portion of a paid agreement may be prorated and applied toward a service program for the new equipment. This agreement may not be assigned by the Customer without KELLEY prior written consent. Customer specifically agrees that this agreement shall not terminate upon Customer's election to sell, transfer or remove from service any equipment covered by this Agreement, unless KELLEY agrees in writing to terminate this agreement prior to such sale, transfer or removal from service.

HARDWARE CONNECTIVITY/SOFTWARE SUPPORT: Any Software shall be licensed to you pursuant to the terms of the license agreement provided with the Software. You must complete our Site Survey prior to installation of any Equipment or Software that shall be connected to your computer network. In reliance on this information we will either proceed with the installation or advise you of problems or potential problems that may limit the functionality or your use of such Equipment or Software. Once accepted by you, or if the Site Survey is incorrect or there are any changes to your computer network or software, any attempts by us to remedy such problems will be at our standard charges then in effect, and we formulate representation or warranty that we can remedy such problems. Third party software not designated in this Agreement as serviced by us shall be subject to the license(s) and other agreement(s) between you and the third-party provider(s), and we shall not have any obligation or liability for same. Hardware Connectivity & Software Support, after initial 30 days, will be charged on an hourly basis.

METER READINGS: The Customer agrees to allow KELLEY to install data collection software (DCA) for the purpose of automating the capture of device counts and other pertinent information used in managing the account. The information collected is limited to device serial number, IP address, meter, supply usage, notes, device location and device alerts. Customer agrees to provide KELLEY true and accurate meter readings for each billing period. If accurate meter readings are not provided, KELLEY reserves the right to estimate Customer's meter readings based upon previous meter reading and bill Customer based upon such estimates or to send a KELLEY representative to visually inspect such meter readings, in which event Customer shall also pay KELLEY an additional charge for such site visit.

BASE AND OVERAGE COST ADJUSTMENT: At the end of the first year of this Agreement and once each successive twelve-month period, we may increase the base charge and charge per copy. Any modification or addition to the equipment listed may increase the base rate and/or cost per copy rates.

Customer Obligations: You hereby agree to:

- (a) Immediately notify us when maintenance is required and provide us with access for inspecting or servicing the Equipment or Software during our normal business hours;
- (b) Replace supplies when necessary, and discontinue use of any supplies not provided by us that may increase the cost of Maintenance or cause damage to the Equipment;
- (c) Timely accept delivery of the Equipment and Software;
- (d) Comply with your obligations under this Agreement, including making payments when due;
- (e) Make available a key operator or machine operator, as the case may be, for our standard training in the use of the Equipment and Software. Should this person change, you shall inform us immediately so the new key operator can be trained;
- (f) Provide complete and accurate information pertaining to your computer network and software programs pertaining to the Equipment being connected to your network, or Software to be provided hereunder;
- (g) Have the area where the Equipment is to be installed prepared and ready to receive the Equipment prior to its delivery, including providing adequate power, analog phone line and/or computer network connections (if required), lighting, humidity, HVAC, and security, and to be ready to have the Equipment installed upon delivery;
- (h) Accurately complete our Site Survey for connected Equipment and Software;
- (i) Have your computer(s) and/or network available and ready to receive any software;
- (j) Abide by the terms of any Software license agreements; and
- (k) Execute any required documents to evidence our interests in the Equipment, Software, and Supplies.

NON-APPROPRIATION AGREEMENT AND ACKNOWLEDGEMENT
(Applicable to Governmental Entities Only)

This Non-Appropriation Agreement and Acknowledgement ("Acknowledgement") relates to that certain agreement between Chelan, County Of DBA Chelan County Prosecuting Attorney ("Governmental Entity") and Kelley Create ("Company"), which agreement is identified in Company's records as agreement number 3316017 ("Agreement"). All capitalized terms used in this Acknowledgement which are not defined herein shall have the meanings given to such terms in the Agreement. The undersigned, an authorized representative of Governmental Entity, hereby acknowledges and agrees as follows:

- As of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on Governmental Entity's behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against it were followed; (c) the Equipment will be operated and controlled by Governmental Entity and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) Governmental Entity intends to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) Governmental Entity's obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of its tax or general revenues; and (h) Governmental Entity will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.
- If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, Governmental Entity shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available (without penalty or additional expense (other than the expense of returning the Equipment to the location designated by Company)), Governmental Entity's Chief Executive Officer (or Legal Counsel) will deliver a certificate (or opinion) to Company at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, certifying that (a) Governmental Entity is a state or a fully constituted political subdivision or agency of the state in which it is located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by Governmental Entity; and (d) Governmental Entity has exhausted all funds legally available for the payment of amounts due under the Agreement. This paragraph only applies if, and to the extent that, state law precludes Governmental Entity from entering into the Agreement if the Agreement is deemed to constitute a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by Governmental Entity as of the termination date.
- Company relied on this Acknowledgement as part of the Agreement.

A copy of this Acknowledgement containing Governmental Entity's original or facsimile signature or other indication of its intent to agree to the terms set forth herein shall be enforceable for all purposes.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)



SIGNATURE



NAME & TITLE



DATE

Resolution No. 2026- ____
RE: Annexation of Unincorporated Property
Into Chelan County Fire District No. 6 Boundaries
(2026-01-F6-Foster)

WHEREAS, Chelan County Fire District No. 6 was presented with a petition requesting to annex 13.05 acres at 7081 Olalla Canyon Rd, Cashmere, WA 98815, Parcel No. 241825420150 owned by Patrick & Rachell Foster into Chelan County Fire District No. 6 boundaries, and

WHEREAS, this property is adjacent or contiguous to the corporate boundaries of Chelan County Fire District No. 6, and the District is capable of furnishing fire protection services to the designated area, and

WHEREAS, the Chelan County Assessor has found the petition to be sufficient in accordance with RCW 52.04.31,

WHEREAS the Boundary Review Board has indicated agreement with the proposed actions in its proceedings of August 18, 2026.

WHEREAS, the Board of Commissioners of Fire District No. 6 presented and approved Resolution 26-02, which itself approved and accepted the Petition for Annexation and supporting documents at a public meeting held on May 13, 2026, with no person or agency that opposed, in accordance with RCW 52.04.051.

NOW THEREFORE BE IT RESOLVED that the Board of Chelan County Commissioners concur with the adoption of the Fire Commissioners of Chelan County Fire District No. 6 Resolution No. 26-02 accepting this property into their fire protection district.

DATED this 26th day of October, 2026,

CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

KEVIN OVERBAY, COMMISSIONER

CLERK OF THE BOARD

BRAD HAWKINS, COMMISSIONER

BOCC Agenda
October 26, 2026

10:30am Economic Services Director

Ron Cridlebaugh

Discussion

1. Department Update

Action Items

1. Wenatchee River County Park Rates and Fees

RESOLUTION 2026-_____

Resolution amending the Rates and Charges at the Wenatchee River County Park

WHEREAS, Chelan County owns and operates the Wenatchee River County Park in Monitor as a recreational vehicle (RV) park; and,

WHEREAS, the Wenatchee River County Park provides RV lodging accommodations for residents and visitors to Chelan County; and

WHEREAS, the costs of operating and maintaining the park including utilities, repairs, supplies and staffing have increased; and

WHEREAS, the Board of Chelan County Commissioners recognize the importance of maintaining the park to provide the guests using the park with a quality experience; and,

WHEREAS, the Board of Chelan County Commissioners want to ensure the rates and charges reasonably reflect the costs of operating and maintaining the RV park; and,

WHEREAS, the Board of Chelan County Commissioners have reviewed the proposed rates and charges and find they are necessary and appropriately reflect the costs of operating and maintaining the RV Park; and,

NOW THEREFORE BE IT RESOLVED, the Board of Chelan County Commissioners do hereby approve the Wenatchee River County Park rates and charges attached as Exhibit A effective immediately.

Dated in Wenatchee, Washington the 26th day of October, 2026

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

KEVIN OVERBAY, COMMISSIONER

Clerk of the Board

BRAD HAWKINS, COMMISSIONER

Exhibit A

Wenatchee River County Park	2026 Fees	2027 Fees
Dry Site	\$35.00	\$40.00
W&E Hookup	\$50.00	\$55.00
Full Hookup	\$50.00	\$55.00
Weekly W&E Site	\$270.00	\$330.00
Weekly Full Site	\$300.00	\$330.00
Monthly	\$850.00	\$935.00
Monthly extra vehicle	\$50.00	\$50.00
Overflow	\$15.00	\$15.00
Storage per day	\$5.00	\$5.00
Storage per Month	\$80.00	\$80.00
Wood	\$5.00	\$5.00
Ice	\$3.00	\$3.00
Propane	\$5.00	\$5.00

Chelan County Natural Resource Department

BOCC Agenda

October 26, 2026

Discussion

1. Executive Session: Potential Litigation
2. Consulting Agreement with Cramer Fish Sciences for Deep Creek Restoration Project Design
3. Other

Action

1. Consulting Agreement with Cramer Fish Sciences for Deep Creek Restoration Project Design

DEEP CREEK LOW-TECH PROCESS-BASED RESTORATION DESIGN CONSULTING AGREEMENT

This Consulting Agreement (“**Agreement**”) is entered into as of October 15, 2026, by and between Chelan County Natural Resources Department (hereinafter referred to as “**Client**”), and S.P. Cramer & Associates, Inc. dba: Cramer Fish Sciences of 7525 NE Ambassador Pl. STE C, Portland, OR 97220 (hereinafter referred to as “**Consultant**”).

Consultant has a background in Fisheries Science related environmental issues and is willing to provide services to Client based on this background.

Client desires to have services provided by Consultant.

For and in consideration of the mutual promises herein contained, Client and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant agrees to perform the services set forth in the Scope of Services attached as **Exhibit A** hereto, which exhibit is incorporated herein by this reference. Any modifications to the Scope of Services, including the compensation, shall be agreed upon in writing by Client and the Consultant.

2. PERFORMANCE OF SERVICES

Time is of the essence in this Agreement. Consultant shall perform all services under this Agreement in accordance with the schedule provided to it by Client, including the provisions within **Exhibit B**. Neither Client nor Consultant shall be liable to the other for delay in performing under this Agreement, or for the direct or indirect cost resulting from such delay, if such delay is directly caused by labor strike, riot, public disturbances, war, fire, extraordinary weather conditions or natural catastrophe, or any other cause beyond the reasonable control of either party, provided that the party asserting such an event as a cause of delay shall give the other party written notice of the same within five (5) days of the occurrence of the event giving rise to the delay. The contract between Client and Consultant is for time, materials, and expenses.

3. COMPENSATION AND PAYMENT

Total compensation for the performance of the Scope of Services shall not exceed the amount set forth on **Exhibit A** Scope of Services, unless modified in writing by both parties.

- a. Consultant invoices shall, at a minimum, identify the individuals, dates, hours, and brief description of the work performed.
- b. Consultant invoice terms will be Net 30.
- c. Consultant shall be entitled to reimbursement for all “out of pocket” expenses, including but not limited to:
 - i. Transportation expenses including IRS mileage rates for Consultant (company and employee) owned vehicle miles, parking, and any needed rental car use
 - ii. Meals and Lodging - direct expense up to Washington per diem rates, with receipts – See **Exhibit C** for applicable reimbursement rates.
 - iii. Specialty equipment use fees
- d. Consultant reserves the right to increase their billing rates annually (each January 1st) up to 5%.

- e. Consultant reserves the right to charge an administrative charge for sub-Consultant work, up to 10% of sub-Consultant charges.
- f. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Consultant shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Consultant has not yet been paid.

4. **TERMINATION**

This Agreement may be terminated by either party, without cause, upon ten (10) days written notice. This agreement may be terminated with cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance upon receipt of written notice thereof or the breaching party fails to diligently complete the correction thereafter. Upon termination, Consultant will submit a final invoice for services performed and expenses incurred to the date of termination. Client shall promptly make payment for such services and expenses to Consultant upon approval of work.

5. **INDEPENDENT CONTRACTOR**

It is understood and agreed that Consultant (including Consultant's employees and any and all of its sub-Consultants, and their respective employees, retained by Consultant), in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of Client. Accordingly, Consultant will be responsible for all taxes, including federal, state, and local taxes and business licenses or fees arising out of the services for this Agreement. Nothing contained in this Agreement shall be deemed to create any partnership, joint venture or relationship of principal and agent or of employer and employee between Consultant and Client, and/or any parent company, affiliate, agent, or employee of, or partner, joint venturer, co-principal or co-employer with, Client.

6. **INSURANCE REQUIREMENTS**

Consultant shall procure and maintain during the life of this Agreement the following minimum insurance coverage:

- a. Comprehensive General Liability Insurance
\$1,000,000 per occurrence for bodily injury and property damage
\$2,000,000 aggregate limit
- b. Automobile Bodily Injury Liability and Property Damage Liability Insurance
\$1,000,000 per accident
- c. Errors and Omissions/Professional Liability Insurance
\$1,000,000 each occurrence
\$1,000,000 aggregate limit
- d. Workers' Compensation Insurance
Consultant shall procure and maintain such workers' compensation as is required by the laws of all jurisdictions in which any portion of the Scope of Services is to be performed.

7. **NOTICES**

All notices or other official correspondence required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered (1) in person or (2) mailed by first class registered or certified mail, postage prepaid, addressed as follows:

To Consultant:

Cramer Fish Sciences
7525 NE Ambassador Pl., STE C
Portland, OR 97220

To Client:

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

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

8. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

9. AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

10. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. COUNTERPARTS

This Agreement may be executed in counterparts and transmitted by facsimile or electronic mail (e-mail) by and to each of the parties, and each such counterpart shall be deemed an original, and all of them together shall constitute a single instrument. The parties further agree that this Agreement may be executed by facsimile/electronic signature or in a PDF file sent by e-mail, and that any facsimile/electronic signature or signature contained in a PDF file shall be binding upon the party providing such signature as if it were the party's original signature. Each party represents and warrants that the person who is executing this Agreement on its behalf has the full power and authority to execute this Agreement on its behalf and to bind it to the terms hereof.



**CRAMER
FISH SCIENCES[®]**
An Employee Owned Consulting Company

River Assessment and Design Lab

250 W Bobwhite CT, Floor 1, Suite 130

Boise, ID 83706

208.274.5011

www.fishsciences.net

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

CONSULTANT: Cramer Fish Sciences

By  10/16/2026

Name Kyle Burdick Date

Title VPO

CLIENT: Chelan County Natural Resources Department

By _____

Name _____ Date

Title _____



EXHIBIT A SCOPE OF SERVICES

Client:

Chelan County Natural Resources Department

Client Contact:

Bryan Maloney, Natural Resource Specialist

Phone:

509-670-1772

Address:

411 Washington Street, Suite 201

Wenatchee, WA 98847

Deep Creek Low—Tech Process-Based Restoration

SCOPE OF WORK

Below, we provide scope of work (SOW) and budget estimates for the Deep Creek Low-Tech Process-Based Restoration (LTPBR) project. The project area includes two reaches of Deep creek, including approximately 0.3 miles upstream of the Deep Creek Campground and 0.5 miles along Goose Creek Forest Service 6102 Rd, both parcels are on USFS property.

TASKS

Task 1. Project Management

Cramer Fish Sciences will organize a kickoff meeting with CCNRD and project partners (Project Team) to introduce the team to clearly define goals, methods, expectations, communication plan, schedule, and the project management process. Time will be allotted for CCNRD to expand upon the project goals and objectives, as well as discuss any questions or concerns. A plan will be developed for future project update meetings. Additional activities include contract administration, quality control/quality assurance, project accounting, project controls, health and safety management, monitoring progress, change management, monthly invoicing, and closeout.

Assumption:

- This task includes up to three (3) two-hour meetings between CFS and Project Team for the purposes of: (1) project kickoff, (2) design review, (3) project close-out.
- Includes one (1) project partner meeting during the pre-design phase and one (1) on site meeting during design to discuss and review designs.

Deliverable:

- Virtual kickoff meeting
- Monthly invoices, schedule, and budget status monitoring
- Meeting agenda, minutes, and action items for all Project Team virtual and in-person meetings

Task 2: Site Survey

The project team will complete a field reconnaissance of the Deep Creek project area including sufficient distance upstream and downstream (access allowing) to evaluate geomorphic, ecological, and hydrologic conditions pertaining to conceptual design. Synthesized results from the site survey will be included in the geomorphic basis of design report to supplement the conceptual design. We will identify structure locations and types and refine structure complex boundaries during the survey. We will use a custom iPad app to document structure locations, complexes, objectives, and expected material quantities needed (e.g., posts, pieces of wood, etc.). The location of each structure will be refined based on the results of the survey and geomorphic field indicators. The deliverables for this task will be incorporated into the design report.

Assumption:

- CCNRD and project partners will be responsible for determining and coordinating private parcel access.
- CCNRD will provide georeferenced drone aerial imagery mosaic for the project area.
- Site survey timing will be completed under snow-free and low water conditions.
- Site survey does not include jurisdictional boundary (wetland, ordinary high water, etc), cultural resources, hazardous materials, geotechnical, or any other type of survey not explicitly stated.

Deliverable:

- Package of raw and processed spatial data in accordance with applicable Chelan County GIS standards.

Task 3: Conceptual Design

The conceptual design package will consist of a basis of design report, conceptual design drawings, and associated technical appendices. The design package will be developed to be consistent with RCO Manual 18 guidelines and applicable Chelan County standards, including all required regulatory conditions relevant to this design phase, and elements specified for the site plan. The preliminary design elements will have quantifiable impacts on aquatic ecosystems such that individual elements may be assessed and modified based on their cost and benefits, which will include updating the BCA analysis. Each design element will include information on its intended function and geomorphic response. Conceptual designs for LTPBR projects will include a mapped site plan with proposed structure locations, photos, and proposed structure types as well as material quantities estimate.

The supporting basis of design report will provide the geomorphic, hydrologic, and ecological background relevant to inform design decisions, following RCO Manual 18 and applicable Chelan County standards. We will arrange a meeting with the project partners to present and discuss our conceptual design drawings and the basis of design report. During this session, we'll carefully review all aspects of the design, addressing any questions or concerns raised by interested parties. Following this meeting, we'll incorporate the agreed-upon changes and refinements into the permit-ready designs

Assumption:

- Review period assumed to be no greater than 30 days, reviewers shall provide electronic copies of all comments relevant to the project.

Deliverable:

- Includes one (1) site visit at each site with relevant project partner staff at the discretion of CCNRD (WDFW, Chelan County, or similar) to discuss alternatives and approach to be scheduled by CCNRD.
- Conceptual Basis of Design report and associated appendices consistent with RCO Manual 18 requirements.

Task 4: Permit-Ready Design

The preferred alternative or suite of priority design elements will move forward to permit-ready design. Restoration actions will be developed to address limiting factors while maintaining constructability and cost efficiency. The permit-ready basis of design report will include background information required by Chelan County, RCO Manual 18, and/or other guidance including goals and objectives, site characterization, cost estimates, design considerations and analyses, and documentation of permitting and project consultation. Multiple types of LTPBR structures are anticipated for this project. Design drawings or maps will be consistent with RCO Manual 18 Appendix D guidelines and reflect all required regulatory conditions needed to facilitate permitting and regulatory compliance. The basis of design report will include geomorphic basis of design, location of proposed structures, structure and materials quantities, access and staging locations, and estimate of probable cost utilizing hand crews. The permit-ready design drawings will include proposed structure locations, photos, and potential structure types.

Assumption:

- CCNRD is responsible for providing all jurisdictional boundaries prior to this design phase.

Deliverable:

- Permit-Ready Basis of Design Report, design maps, cost estimates, and associated appendices consistent with RCO Manual 18 requirements.
- Ipad outputs from field-based collection including structure locations, geo-tagged site photos, embedded notes on materials quantities, and proposed access/staging locations in a shareable ARCGIS online or KMZ.

Task 5: Permit Support

This task includes the development of technical quantities associated with jurisdictional permits to assist CCNRD with permit application. Technical permit quantities will be delivered in a concise, accurate, and formatted technical manner to expedite the permit application process. For this project, we assume that a Joint Application Resources Permit Application, which includes USACE Section 10 and 404, WDFW Hydraulic Project Approval, Ecology 401 Water Quality, DNR Aquatic Use Authorization, and local Shoreline permits as well as NEPA/SEPA and any other permits identified by CCNRD.

Assumption:

- CCNRD is responsible for identifying applicable permits, initiating regulatory agency communication and completing the permitting process.
- CCNRD is responsible for the initiation and completion of any cultural resources surveys, CFS is responsible for providing the Area of Potential Effect (APE).
- CCNRD is responsible for determining the presence of hazardous material and/or toxic waste within project sites or access areas.

- CCNRD is responsible for initiation, delineation, and documentation for all wetlands within the project area.
- CCNRD is responsible for providing jurisdictional boundaries and cultural resource survey information prior to Permit-Ready design phase.

Deliverable:

- CFS will provide technical permit support, which includes providing areas, quantities and durations of impact based on jurisdictional area as well as "Project Limits" or Area of Potential Affect (APE) that includes clearing, grading, excavation, access, staging, and ground-disturbing activities as well as changes in inundated area.
- CFS will provide details and quantities related to the recommendation of Best Management Practices (BMPs) including type, location, and quantity related to erosion and sediment control, spill prevention and countermeasures, environmental controls, and water isolation measures.

BUDGET AND SCHEDULE

Task	Budget	Timeline
Task 1 Project Management	\$3,252	October 2025 – June 2027
Task 2 Site Survey	\$5,916	October 2027 – November 2027
Task 3 Conceptual Design	\$11,444	January 2027 – February 2027
Task 4 Permit-Ready Design	\$7,580	April 2027 – May 2027
Task 5 Permit Support	\$5,124	May 2027 – June 2027
Total	\$33,316	October 2026 – June 2027

EXHIBIT B

Special Provisions:

The Washington State Department of Ecology (Ecology) is designated as an express third-party beneficiary.

Funding Availability. The Chelan County Natural Resource Department's ability to make payments is contingent on the availability of funding from Ecology. In the event funding from the state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of the Contract, the Chelan County Natural Resource Department, at its sole discretion, may elect to terminate the Contract, in whole or in part, for convenience or to renegotiate the Contract subject to new funding limitations and conditions. The Chelan County Natural Resource Department may exercise any of these options with no notification restrictions.

Equal Opportunity and Nondiscrimination:

During the performance of this Contract, Cramer Fish Sciences (CFS) shall comply with all federal and state non-discrimination laws, regulations, and policies. In the event of CFS's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and CFS may be declared ineligible for further contracts with the Chelan County Natural Resource Department. CFS shall, however, be given a reasonable time in which to cure this non-compliance.

Termination For Cause

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

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

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

The Chelan County Natural Resource Department may withhold payments for the purpose of setoff the exact amount of damages due the Chelan County Natural Resource Department from CFS.

Termination By Mutual Agreement

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

In Event of Termination

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

Records Retainment

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

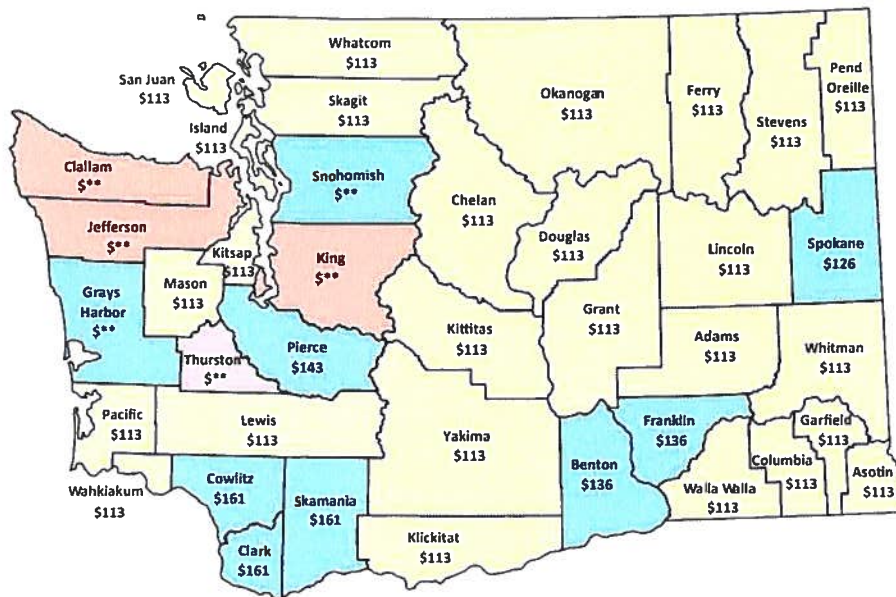
Ecology Copyright:

Ecology retains the royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use the data or documents, and may authorize others to use the data for federal, state or local government purposes.



**EXHIBIT C
REIMBURSEMENT RATES**

Per Diem Rates - As of October 1, 2026



Meal Rates				
TOTAL	B	L	D	
\$68	\$17	\$20	\$31	
\$80	\$20	\$24	\$36	
\$86	\$22	\$25	\$39	
\$92	\$24	\$27	\$41	

\$ Maximum Lodging Rate		
** Seasonal Lodging Rates for Counties:		
Clallam & Jefferson	06/01 - 09/30	\$252
	10/01 - 05/31	\$131
Grays Harbor	07/01 - 08/31	\$155
	09/01 - 06/30	\$136
King	06/01 - 10/31	\$255
	11/01 - 05/31	\$188
Snohomish	06/01 - 08/31	\$147
	09/01 - 05/31	\$120
Thurston	06/01 - 08/31	\$176
	09/01 - 05/31	\$149

POV Mileage Rate	
The privately owned vehicle mileage reimbursement rate is \$0.76 per mile. (effective 7/1/2026)	

For Out-of-State Per Diem Rates, refer to the GSA website at: <http://www.gsa.gov>. To get the total meal and incidental expense rate breakdown of individual meal allowances, refer to the State Administrative and Accounting Manual (SAAM), Subsection 10.40.10.c