



CHELAN COUNTY COMMISSIONERS PROPOSED MEETING AGENDA

Meeting Dates & Time:

Holiday Schedule Agenda

Tuesday, September 8, 2026 – 9:00 A.M.

Location: Chelan County Administration Building, 400 Douglas St.

Wenatchee, WA 98801

Tuesday, September 8, 2026

9:00 A.M. Call to Order

1. Pledge of Allegiance
2. Public Comment Period

Executive Session RE: Pending Litigation PA Robert Sealby

Consent Agenda

1. Approval of Minutes
2. Vouchers as submitted and Listed
3. Payroll Changes:
 - a) Elijah Hinkle, Juvenile – Step Increase
 - b) Pedro Medina, Juvenile – Step Increase
 - c) Karina Montes Oseguera – Juvenile – Step Increase
 - d) Alejandro MunizArroyo – Juvenile – Step Increase
 - e) Omar Sanchez Rodriguez – Juvenile – Position Change
 - f) Jessica Wilson, Regional Justice Center – Longevity Increase
 - g) John Wright, Regional Justice Center – Longevity Increase
 - h) Lakai Berteig, Regional Justice Center – Resignation
 - i) Logan Crane, Regional Justice Center – Step Increase
 - j) Michael Menley, Regional Justice Center – Longevity Increase
 - k) Nereo Lima, Regional Justice Center – Rehire PT-Temp
 - l) Micaela Meadows, Prosecuting Attorney – Resignation
 - m) Jaime Lynn Ginter, Auditor – Effective Date Change
 - n) Melena Kessman, Auditor – Step Increase
 - o) Stephanie Corona-Patino, Parks – Resignation

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.

Board Discussion

1. Letter to Congressional delegation RE: Chelan County Wildfires

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

Bid Opening RE: Supplying Solid Sodium Gradation Road Salt

Public Hearing RE: Vacation of a County Road Right of Way Known as Unnamed Platted County Road Adjoining Lots 5,6,7, and 10

Discussion:

1. Open Items

Action:

1. Approve Local Agency Agreement Supplement for the Bridge Seal Bundle Project, County Road Project 753 (CRP 753)
2. Approve Local Agency Federal Aid Prospectus for the Bridge Seal Bundle Project, County Road Project 753 (CRP 753)
3. Approve Consultant Agreement with Pacific Engineering & Design, PLLC for Burch Mountain Road Storm Drainage Condition Assessment, Stormwater Project 2033 (SD 2033)
4. Approve Easement for Culvert Maintenance on Sand Creek Road with Tristian and Katrina Streeter
5. Approve Commissioner's Notice of Hearing for the Vacation of a Right of Way Know as a Portion of A. Street – Block 32 & 33 and 16' Alley – Block 33 in Chelan Falls

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

10:00 A.M. County Administrator Cathy Mulhall

Discussion:

1. HR Director Yvonne Mayorga RE Exempt Status
2. Administrative Updates

Action:

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.

1. Amendment #10 Agreement for Provision of Services by and between Carelon Behavioral Health, Inc. and Chelan County
2. Resolution RE: Appointment of Wolfgang Puls and Scott Bradshaw to serve on the Chelan County Board of Equalization
3. Hiring Freeze Authorization – Public Works, Truck Driver Laborer
4. Notice of Hearing RE: Debatable Emergency and Supplemental Budget Appropriation

11:00 A.M. Community Development Director Deanna Walter

Discussion:

1. Departmental Updates

Action:

1. Refund Request – BP 240440

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

Upcoming External Commissioners' Meetings & Conferences

September 9, 2026

9:00 A.M. NC Regional Diversion Facility | Commissioner Overbay

September 10, 2026

9:00 A.M. Chelan Douglas Transportation Council | Commissioner Overbay

10:00 A.M. Icicle Work Group Meeting | Commissioner Smith

1:30 P.M. Aging and Adult Care Board Meeting | Commissioner Overbay

3:00 P.M. PRSA Board Meeting | Commissioner Smith

5:00 P.M. YMCA Tour | Commissioner Overbay

7:00 P.M. Chelan County Fair Board Meeting | Commissioner Smith

September 11, 2026

7:00 A.M. Upper Valley Commissioners Breakfast | Commissioner Smith

9:00 A.M. Chelan County Lands Dialogue 2026 | Commissioner Smith

10:00 A.M. MRSC Board Meeting | Commissioner Overbay

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



CHELAN COUNTY COMMISSIONERS MEETING MINUTES

Meeting Dates & Time:

Monday, August 31, 2026 – 9:00 A.M.

Tuesday, September 1, 2026 – 9:00 A.M.

Location: Chelan County Administration Building, 400 Douglas St.

Wenatchee, WA 98801

Monday, August 31, 2026

9:02:56 AM Call to Order

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

Attendance:

Present for session is Commissioner Overbay, Commissioner Hawkins, County Administrator Cathy Mulhall, Economic Services Director Ron Cridlebaugh, and Clerk of the Board Anabel Torres.

9:05:06 AM Employee Recognition

Monika Haynes	Sheriff's Department	30 years
Donna McCrain	Regional Justice Center	20 years
Stacy Wuolle	Assessor's office	15 years
Brett Peterson	Sheriff's Department	15 years
Dana Vivian	Sheriff's Department	10 years

9:07:43 AM Public Comment Period

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

- Holly Brown
- Tammy Donaghue

The public comment period was closed.

9:18:51 A.M. Consent Agenda

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

- | | |
|---|----------------|
| 1. Approval of Minutes | 20260831-MIN-1 |
| 2. Vouchers as submitted and Listed | 20260831-BDG-1 |
| 3. Payroll Changes: | 20260831-PCN-1 |
| a. Austin Key, Sheriff – Resignation | |
| b. Lea Garner, District Court – Rehire, PT-Temp | |
| c. Kelsie Mills, District Court – Step Increase | |
| d. Jessemy Bradley, Community Development – Resignation | |
| e. Zane Berteig, Sheriff – Other, Line Item | |
| f. Scott Renick, Auditor – Resignation | |

9:19:00 A.M. Board Discussion

- Opioid Abatement Funding Discussion

9:49:57 A.M. Executive Session RE: Qualifications of a Public Official

Upon motion by Commissioner Overbay and second by Commissioner Hawkins, the Board entered into a 10-minute Executive Session pursuant to RCW 42.30.110(1)(g), to evaluate qualifications or performance of a public employee

9:59:34 A.M. the Board returned to regular session. No action was taken.

10:00:00 A.M. County Administrator Cathy Mulhall

Discussion:

1. Departmental Updates

Commissioner Overbay moved to approve the action items as listed, Commissioner Smith seconded the motion. The motion failed, 0–3.

10:08:06 A.M. Action:

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

1. Interlocal Agreement for Housing of Inmates Between Chelan County and the City of Chelan 20260831-AGR-1
2. Hiring Freeze Authorization – Community Development – Building Permit Technician 20260831-HR-1

10:08:50 A.M. Action:

Upon motion by Commissioner Overbay, seconded by Commissioner Smith, the Board of County Commissioners approved the action items as presented. The motion carried by a vote of 2-1, with Commissioner Hawkins opposed.

1. Hiring Freeze Authorization – Juvenile - Custody Supervisor

10:11:25 A.M. Recessed

10:22:07 A.M. The Board returned to regular session.

10:22:26 A.M. Community Development Director Deanna Walter

Discussion:

1. Departmental Updates

10:27:50 A.M. Action:

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

- | | |
|---|-----------------|
| 1. Notice of Hearings CPA 26-148 (Oct 14) | 20260831-NOH-1 |
| 2. Notice of Hearings CPA 26-148 (Nov 3) | 20260831-NOH-2 |
| 3. Refund Request – BP 260360 | 20260831-RFND-1 |
| 4. Refund Request – PL 26-144 | 20260831-RFND-2 |

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

Discussion:

1. Departmental Updates

10:30:33 A.M. Action:

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

1. Request for FAA Approval of Agreement for Transfer of Entitlements
20260831-AGR-2

10:30:54 A.M. Executive Session RE: Real Estate

Upon motion by Commissioner Overbay and second by Commissioner Hawkins, the Board entered into a 5-minute Executive Session pursuant to RCW 42.30.110(1)(b), for the purpose of discussing acquisition or lease of real property.

The Executive Session was extended by 20 minutes. -Public Notified

10:57:58 A.M. the Board returned to regular session. No action was taken.

10:58:44 A.M. Action:

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

1. Formal Opposition to Reconstruction of the Residence at 327½ Tigner Road in the Cashmere-Dryden Airport Runway Protection Zone and Flight Path
20260831-CORR-1
2. Trees and Obstructions within the Airport Overlay District
20260831-CORR-2

10:59:32 A.M. Recessed

11:31:33 A.M. The Board returned to regular session.

11:32:00 A.M. City of Wenatchee Mayor Mike Poirier

12:06:05 P.M. Recessed

The Board recessed and will reconvene in regular session on Tuesday, September 1, 2026, at 9:00 A.M.

Tuesday, September 1, 2026

9:31:46 A.M. **The Board returned to regular session.**

9:32:00 A.M. **Public Works Director Eric Pierson**

9:33:00 A.M. **Public Hearing RE: Intention to Surplus County Property**
Chairman Smith opened the public hearing. Members of the public participated both in person and via Zoom. No public testimony was received. Chair Smith closed the public testimony period and the public hearing.

9:34:46 A.M. **Action**

1. Approve Resolution #2026-76 Re: to Surplus County Property

Discussion:

1. Open Items

9:40:41 A.M. **Action:**

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

1. Approve Contract with Pipkin Construction for Arizona Boulevard Drainage Improvement Project, Stormwater Project 2029 (SD 2029)
20260831-AGR-3
2. Electronically Approve Rural Arterial Program Final Prospectus for East Leavenworth Preservation
20260831-AGR-4
3. Electronically Approve Rural Arterial Program Final Prospectus for Chumstick Highway VII Preservation Project
20260831-AGR-5
4. Electronically Approve Rural Arterial Program Final Prospectus for Mission Ridge Road Preservation
20260831-AGR-6
5. Electronically Approve Rural Arterial Program Final Prospectus for Beaver Valley Road Improvement Project
20260831-AGR-7

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

9:51:24 A.M. **Continue Board Discussion**

- Opioid Abatement Funding Discussion

10:00:13 A.M. **Executive Session RE: Potential Litigation with PA Robert Sealby**

Upon motion by Commissioner Overbay and second by Commissioner Smith, 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.

The Executive Session was extended by 17 minutes. -Public Notified

10:27:23 A.M. **the Board returned to regular session. No action was taken.**

10:28:18 A.M. **Executive Session RE: Performance of a Public Official**

Upon motion by Commissioner Overbay and second by Commissioner Hawkins, the Board entered into a 10-minute Executive Session pursuant to RCW 42.30.110(1)(g), to evaluate qualifications or performance of a public employee

The Executive Session was extended by 20 minutes. -Public Notified

10:58:56 A.M. **the Board returned to regular session. No action was taken.**

11:08:15 A.M. **Adjourned**

The Board of County Commissioners adjourned until Tuesday, September 8, 2026

Weekly Voucher Approval for Payment

<i>Current Expense</i>	\$ 169,950.07
<i>Other Funds</i>	\$ 2,058,139.05
<i>Total all Funds</i>	\$ 2, 228,089.12

**BOARD OF COMMISSIONERS FOR
CHELAN COUNTY**

Shon Smith, Chairman

Anabel Torres, Clerk of the Board



Employee Payroll Change Notice

EFFECTIVE DATE: 9/1/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006453 (leave blank if new employee)
Name Elijah Hinkle
Department Juvenile Detention
Position Title Juvenile Custody Officer
Pay Grade PW06 Pay Step 3
Status Full Time Union Courthouse
(full time, part time, temp)
Account Number 010.085.52760.11.373 (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

\$ 4,566.00 / month
\$54,792.00 / year

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: 9/1/2027
Step 5: 9/1/2028
Step 6: 9/1/2030
Step 7: 9/1/2032
Step 8: 9/1/2034

SIGNATURES

Department Authorization

Date 8/27/2026

Human Resources Review

Date 09/01/2026

Commissioner Approval

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 9/1/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006010 (leave blank if new employee)
Name Pedro Medina
Department Juvenile Detention
Position Title Juvenile Custody Officer
Pay Grade PW06 Pay Step 5
Status Full Time Union Courthouse
(full time, part time, temp)
Account Number 010.085.52760.11.361 (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

\$ 4,988.69 / month
\$59,864.20 / year

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: 9/1/2028
Step 7: 9/1/2030
Step 8: 9/1/2032

SIGNATURES

Department Authorization _____

Date 8/27/2026

Human Resources Review _____

Date 09/01/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 9/1/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006499 (leave blank if new employee)
Name Karina Montes Oseguera
Department Juvenile Detention
Position Title Juvenile Custody Officer
Pay Grade PW06 Pay Step 4
Status Full Time Union Courthouse
(full time, part time, temp)
Account Number 010.085.52760.11.370 (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

\$ 4,772.19 / month
\$57,266.28 / year

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 9/1/2027
Step 6: 9/1/2029
Step 7: 9/1/2031
Step 8: 9/1/2033

SIGNATURES

Department Authorization

Date 8/27/2026

Human Resources Review

Date 09/01/2026

Commissioner Approval

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 9/1/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005464 (leave blank if new employee)
Name Alejandro Muniz Arroyo
Department Juvenile Detention
Position Title Juvenile Custody Officer
Pay Grade PW06 Pay Step 6
Status Full Time Union Courthouse
(full time, part time, temp)
Account Number 010.085.52760.11.364 (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

\$ 5,216.00 / month
\$62,592.00 / year

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: 9/1/2028
Step 8: 9/1/2030

SIGNATURES

Department Authorization _____
Human Resources Review _____
Commissioner Approval _____

Date 8/27/2026
Date 09/01/2026
Date _____



Employee Payroll Change Notice

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

EMPLOYEE INFORMATION

Employee # 005278 (leave blank if new employee)
Name Omar Sanchez Rodriguez
Department Juvenile Detention
Position Title Juvenile Custody Officer
Pay Grade PW06 Pay Step 6
Status Full Time Union Courthouse
(full time, part time, temp)
Account Number 010.085.52760.11.358 (required)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☐ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☒ Other Move from JCS to JCO

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Changing from 010.085.52760.11.363 (JCS)
to 010.085.52760.11.58 (JCO)

\$ 5,216.00 / month
\$62,592.00 / year

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: 10/1/2028
Step 8: 10/1/2030

SIGNATURES

Department Authorization *Niska Morris* Date 9/1/2026
Human Resources Review *Yamir Mayan* Date 09/02/2026
Commissioner Approval _____ Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 09/01/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002304 (leave blank if new employee)

Name Jessica Wilson

Department Regional Justice Center

Position Title Corporal

Pay Grade S081

Pay Step Step 2

Status Full Time

(full time, part time, temp)

Union AFSCME 846-CS

Account Number 150.11.52360.11.704 (required for new hires)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Corporal Wilson qualifies for Longevity #5 effective: 09/01/2026.
Her new rate is: \$8,359.13.

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization

Date 8/27/26

Human Resources Review

Date 09/02/2026

Commissioner Approval

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 09/01/2026

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002027 (leave blank if new employee)

Name John Wright

Department Regional Justice Center

Position Title Sergeant

Pay Grade S103 Pay Step Step 3

Status Full Time Union AFSCME 846-CS
(full time, part time, temp)

Account Number 150.001.52360.11.673 (required for new hires)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Sergeant Wright qualifies for Longevity #8 effective: 09/01/2026.
His new rate is: \$9,882.95.

STEP SCHEDULE (New Emp)

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

SIGNATURES

Department Authorization _____

Date 9/3/26

Human Resources Review _____

Date 09/03/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 9/4/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006570 (leave blank if new employee)

Name Lakai Berteig

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade SO62 Pay Step 4

Status Full Time Union AFSCME 846-CD
(full time, part time, temp)

Account Number 150.001.52360.11.693 (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

Mr. Berteig has resigned his position of Corrections Deputy effective September 4, 2026.

STEP SCHEDULE (New Emp)

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

SIGNATURES

Department Authorization _____

Date 8/31/26

Human Resources Review _____

Date 09/02/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 09/01/2026

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005061 (leave blank if new employee)

Name Logan Crane

Department Regional Justice Center

Position Title Corporal

Pay Grade S081 Pay Step Step 2

Status Full Time Union AFSCME 846-CS
(full time, part time, temp)

Account Number 150.001.52360.11.712 (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

Corporal Crane is moving to Step 2 effective; 09/01/2026. His new rate is: \$7,953.43.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: 09/01/2028
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization _____

Date 8/27/26

Human Resources Review _____

Date 09/02/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 09/01/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002087 (leave blank if new employee)

Name Michael Menley

Department Regional Justice Center

Position Title Sergeant

Pay Grade S103

Pay Step Step 2

Status Full Time

(full time, part time, temp)

Union AFSCME 846-CS

Account Number 150.001.52360.11.656 (required for new hires)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Sergeant Menley qualifies for Longevity #8 effective: 09/01/2026.
His new rate is \$9,548.75.

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: 08/01/2028
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization

Date 8/27/26

Human Resources Review

Date 09/02/2026

Commissioner Approval

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 09/01/2026

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004127 (leave blank if new employee)

Name Nereo Lima

Department Regional Justice Center

Position Title Education Assistant

Pay Grade N/A Pay Step N/A

Status Part Time-Temp Union Non-Barg.
(full time, part time, temp)

Account Number 185.001.52360.11.001 (required for new hires)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Nereo hire date effective 09/01/2026. His rate is: \$24.00/hour.

STEP SCHEDULE (New Emp)

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

SIGNATURES

Department Authorization [Signature]

Date 8/24/26

Human Resources Review [Signature]

Date 09/03/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 08-31-2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005527 (leave blank if new employee)

Name Micaela Meadows

Department Prosecuting Attorney

Position Title Deputy Prosecuting Attorney

Pay Grade PW26 Pay Step 6

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

Account Number 010.140.51531.11.427 (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

Resignation effective August 31, 2026. Employee to be paid out 99.50 hours of unused accrued vacation.

STEP SCHEDULE (New Emp)

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

SIGNATURES

Department Authorization _____

Date 8-28-2026

Human Resources Review _____

Date 09/02/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 08/31/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005352 (leave blank if new employee)
Name Jamie Lynn Ginter
Department Auditor
Position Title Financial Services Manager
Pay Grade PW26 Pay Step 5
Status Full-time, Exempt Union Non Bargaining
(full time, part time, temp)
Account Number 010.015.51423.11.143 (required)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

correction to Change effective Date

BOCC - Approved Authorization to hire at step 5 on 08/03/2026

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: 09/01/2028
Step 7: 09/01/2030
Step 8: 09/01/2032

SIGNATURES

Department Authorization [Signature]

Date 9/2/26

Human Resources Review [Signature]

Date 09/02/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 9/1/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 003740 (leave blank if new employee)
Name Melena Kessman
Department Auditor
Position Title RECORDING/LICENSING MANAGER
Pay Grade pw11 Pay Step 5
Status full time Union nonbarg
(full time, part time, temp)
Account Number 010.015.51430.11.146 (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: 09/01/2028
Step 7: 09/01/2030
Step 8: 09/01/2032

SIGNATURES

Department Authorization

Date 9/1/2026

Human Resources Review

Date 09/02/2026

Commissioner Approval

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 08/30/26
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006600 (leave blank if new employee)

Name Stephanie Corona-Patino

Department 118-Parks

Position Title Extra-Help

Pay Grade 20.00 Pay Step N/A

Status PartTime Sesonal Union Non-Barg.
(full time, part time, temp)

Account Number 118.001.57630.11.99 (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

Stephanie Corona-Patino last day of work 08/30/26 got a different job. Resigned

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization Maylee Reale

Date 09/03/26

Human Resources Review Yvonne Nguyen

Date 09/03/2026

Commissioner Approval _____

Date _____



BOARD OF COMMISSIONERS
CHELAN COUNTY
STATE OF WASHINGTON
COUNTY ADMINISTRATION BUILDING
400 DOUGLAS STREET, SUITE #201
WENATCHEE, WA 98801
PHONE (509) 667-6215 FAX (509) 667-6599

DATE: **DRAFT 9-2-26**

The Honorable Patty Murray, US Senator
The Honorable Maria Cantwell, US Senator
The Honorable Kim Schrier, US Representative

Subject: Recommendations and requests related to Chelan County wildfires

Dear Chelan County Congressional Members,

Thank you and your offices for continued support and good communications during recent Chelan County wildfires and other natural disasters. The impacts to our communities, natural resources, and economy have been severe and will require long-term recovery.

As Chelan County Commissioners, we have lived with wildfire for too many seasons. Here are our recommendations and requests following another devastating summer of wildfires:

Improved forest management and treatments: The US Forest Service (USFS) lands comprise over 68% of Chelan County and have massive fuel treatment needs. We believe the most effective approach to reducing the spread of future wildfires involves long-term and consistent proactive management of forests and fuel conditions. The level of investment in fuel treatments must be many-fold greater than what it is and actually more than that of suppression in order to overtake the current work of damaging wildfires. Congress must drastically increase the pace, scale, and investments in these forest treatments, removing the overabundance of smaller trees, clearing underbrush, and applying prescribed fire following the strategic thinning. To accomplish this work, efficient sawmilling is necessary and must be incentivized in these fire-prone areas. Congress must also authorize the USFS to supply these removed materials to purchasers. Employing people to do this work is good for our economy, beneficial for our natural resources, and safer for communities. Experts believe it is also the only option that will prove successful over the long term.

Increase air assets and firefighting personnel for initial attacks: Until our landscapes can accept active fire, something they used to withstand, a swift and overwhelming initial attack is much needed soon after wildfires start. This is best accomplished immediately and no later than the first 24 hours. Simply put, the western United States – especially Washington – needs more air resources for initial attack along with trained fulltime and rapidly-deployed firefighting personnel. If fires are not extinguished quickly, the fires spread and are “managed” until extinguished by season-ending rain and snow events.

KEVIN OVERBAY
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kevin.overbay@co.chelan.wa.us

SHON SMITH
2nd District
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BRAD HAWKINS
3rd District
brad.hawkins@co.chelan.wa.us

Postfire mitigation and restoration: A major challenge of living in fire-prone areas is the impact large-scale wildfires have in the years after an event, both economically and on the landscape. Postfire, the dead and downed trees are still a major problem. They fall down and dry out, adding new fuel to the ground for the next fire and creating additional hazards. Immediately after wildfires, the dead trees must also be removed within the first year or two so their value to a purchaser remains. This will help avoid exacerbating future impacts. After postfire restorative treatments, severely burned areas must be replanted at densities that properly anticipate future fires and how they would naturally burn in the landscape. Unfortunately, after severe fires, severely burned areas are often impacted by heavy rain or rain-on-snow events. The Stehekin, Entiat, and Icicle Valleys and other areas of Chelan County have suffered recent flooding, landslides, and debris flows stemming from burn scars. Congress should invest greatly in burned-area restoration so that communities that have already suffered from wildfires are not victimized again by rain, snow, or fire events in subsequent years.

We recognize that these requests will require massive investment by the federal government to create positive effects, but they should absolutely be undertaken and funded appropriately. Otherwise, the history of recent year wildfires – and their aftermath – will repeat itself over and over. All the while, homes are destroyed, people lose their lives and possessions, families are displaced, home insurance is lost or threatened, emergency management personnel are overwhelmed, tourism is impacted, community events are canceled, air quality is compromised, and some residents live with lasting human health impacts. With Chelan County's clean energy vehicles, wildfire smoke is now our main contributor to greenhouse gas emissions, so there should be support from all sides to reduce wildfires in Washington.

In Chelan County, we must find a path forward with reducing wildfires in order to protect our people, economy, and natural resources. Our communities living with this is not a viable option.

Thank you again to you and your offices for the helpful communications and thoughtful inquiries. We are grateful for your support of Chelan County and confident that your experience, abilities, and longevity in Congress can help bring about positive changes for our county and state.

Thank you for your service.

Sincerely,

Kevin Overbay
Commissioner, District 1

Shon Smith
Commissioner, District 2

Brad Hawkins
Commissioner, District 3

KEVIN OVERBAY
1st District
kevin.overbay@co.chelan.wa.us

SHON SMITH
2nd District
shon.smith@co.chelan.wa.us

BRAD HAWKINS
3rd District
brad.hawkins@co.chelan.wa.us

CHELAN COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC WORKS ISSUES

September 8, 2026

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

BID OPENING: Supplying Solid Sodium Gradation Road Salt

PUBLIC HEARING:
Vacation of a County Road Right of Way Known as Unnamed Platted County Road
Adjoining Lots 5,6,7, and 10

DISCUSSION ITEMS:

1. Local Agency Agreement Supplement for the Bridge Seal Bundle Project, County Road Project 753 (CRP 753)
2. Local Agency Federal Aid Prospectus for the Bridge Seal Bundle Project, County Road Project 753 (CRP 753)
3. Consultant Agreement with Pacific Engineering & Design, PLLC for Burch Mountain Road Storm Drainage Condition Assessment, Stormwater Project 2033 (SD 2033)
4. Easement for Culvert Maintenance on Sand Creek Road with Tristian and Katrina Streeter
5. Commissioner's Notice of Hearing for the Vacation of a Right of Way Known as a Portion of A. Street – Block 32 & 33 and 16' Alley – Block 33 in Chelan Falls
6. Open Item

ACTION ITEMS:

1. Approve Local Agency Agreement Supplement for the Bridge Seal Bundle Project, County Road Project 753 (CRP 753)
2. Approve Local Agency Federal Aid Prospectus for the Bridge Seal Bundle Project, County Road Project 753 (CRP 753)
3. Approve Consultant Agreement with Pacific Engineering & Design, PLLC for Burch Mountain Road Storm Drainage Condition Assessment, Stormwater Project 2033 (SD 2033)
4. Approve Easement for Culvert Maintenance on Sand Creek Road with Tristian and Katrina Streeter
5. Approve Commissioner's Notice of Hearing for the Vacation of a Right of Way Known as a Portion of A. Street – Block 32 & 33 and 16' Alley – Block 33 in Chelan Falls

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

CHELAN COUNTY PUBLIC WORKS DEPARTMENT

TABULATION OF BIDS

Product: Solid Sodium Gradation Road Salt

Date of Opening: September 8, 2026

Time of Opening: 9:30 a.m.

<u>Name of Bidders</u>	<u>Road Salt Unit Price</u>	<u>Total Bid</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

Bid Award: September 15, 2026 at 9:30 a.m.

County Engineer's Report

Road Vacation



Unnamed Platted Road, Plat of Hillside

Road File #58D

Chelan, WA

Jan Rowe (petitioner)



Eric P. Pierson, PE



County Engineer's Report

DATE: November 7, 2024

PREPARED FOR: Board of Chelan County Commissioners

IN RE: Examination of Petition for Road Vacation of an unnamed platted road of the plat of Hillside, Chelan, WA

IN THE MATTER OF THE PETITION for vacation of County Road Right-of-way known as an unnamed platted road of the plat of Hillside, established by plat dedication, July 9th, 1902.

I, the undersigned, County Engineer of Chelan County, State of Washington, duly directed by the Chelan County Board of Commissioners, State of Washington, on the 5th day of May, 2026, to make an examination of a public easement sought to be vacated by Jan Rowe, did on the 31st day of August, 2026 examine the county road right-of-way proposed to be vacated in said Resolution, and report as follows:

On April 28th 2026, a petition was received from Jan Rowe requesting the vacation of a portion of **unnamed platted road of the plat of Hillside**. On April 29th, a check for \$2,500 for the aforementioned petition to vacate said road right-of-way was received from Jan Rowe.

On August 4th, 2026, the Board of County Commissioners signed a Commissioners Notice of Hearing for the 8th day of September, 2026, at 9:30 AM to consider the vacation. At that time the County Engineer was directed to present his report. This report will be presented and filed with the Board on that date.

The proposed road vacation for the portion of road rights-of-way known as an **unnamed platted road of the plat of Hillside** has been examined by me and due and legal notice was provided per RCW 36.87.050. This included posting three notices along the proposed vacation on August 12th, 2026 and publishing the public notice in the Wenatchee World on August 29th, 2026 and September 5th, 2026. In addition, notice of this hearing was mailed to emergency services and utilities in the area.

Vicinity of Proposed Road Vacation

The vacation proposal is a 60-foot-wide right-of-way located in the plat of Hillside, Chelan WA.

- Nearest Address: 620 Gorge Road, Chelan, WA 98816
- **Section 19, T.27N., R.23E.W.M.**
- Begin: Latitude **47° 49' 43.934" North**, Longitude **120° 00' 18.175" West**
- End: Latitude **47° 49' 42.041" North**, Longitude **120° 00' 16.69" West**
- Gorge Road Mile Post: **0.52 to 0.585**

Overview of Subject Road Right of Way

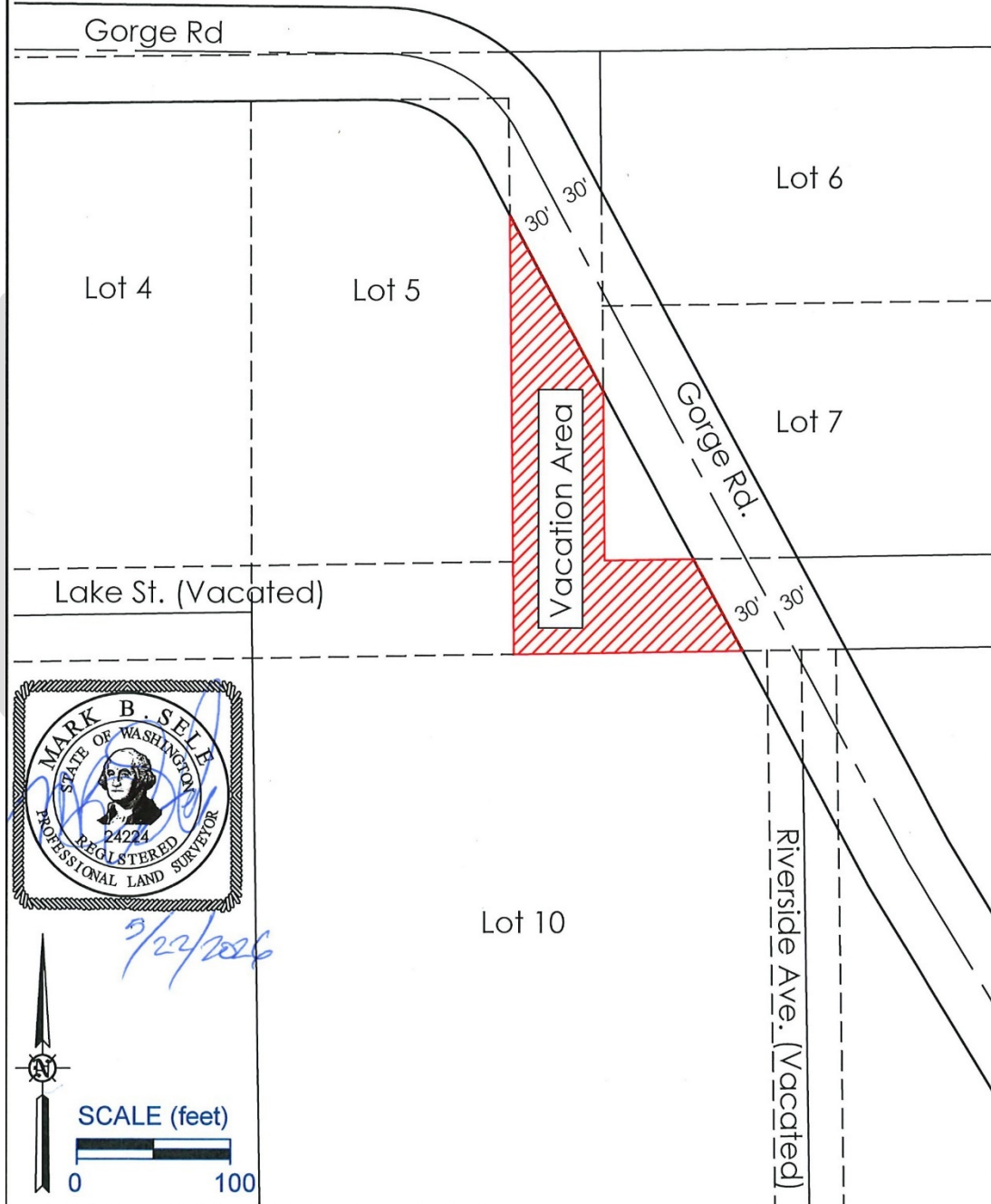
- **1897, Gorge Road (Rd #26): ESTABLISHED in 1897** before the plat of HILLSIDE. There is copy of the Viewer's Report and Survey Field Notes recorded in the "Transcribed Road Record 1" (a large hardback book, in the County Engineer's Office). It does not contain or mention an Order of Establishment or indicate a right-of-way width. Other records in the Public Works office indicate right-of-way width is 60-feet.
- **1902, Platted Right-of-way (Rd #58D):** Right-of-way **ESTABLISHED** by plat dedication, **July 9th, 1902**, by the plat of HILLSIDE, as recorded under Book 1 of plats, Page 53, Auditor's File Number 2051, records of Chelan County WA. Even though the plat does not show the Gorge Road, it is subject to the Gorge Road, as it was already established at the time of the plan.

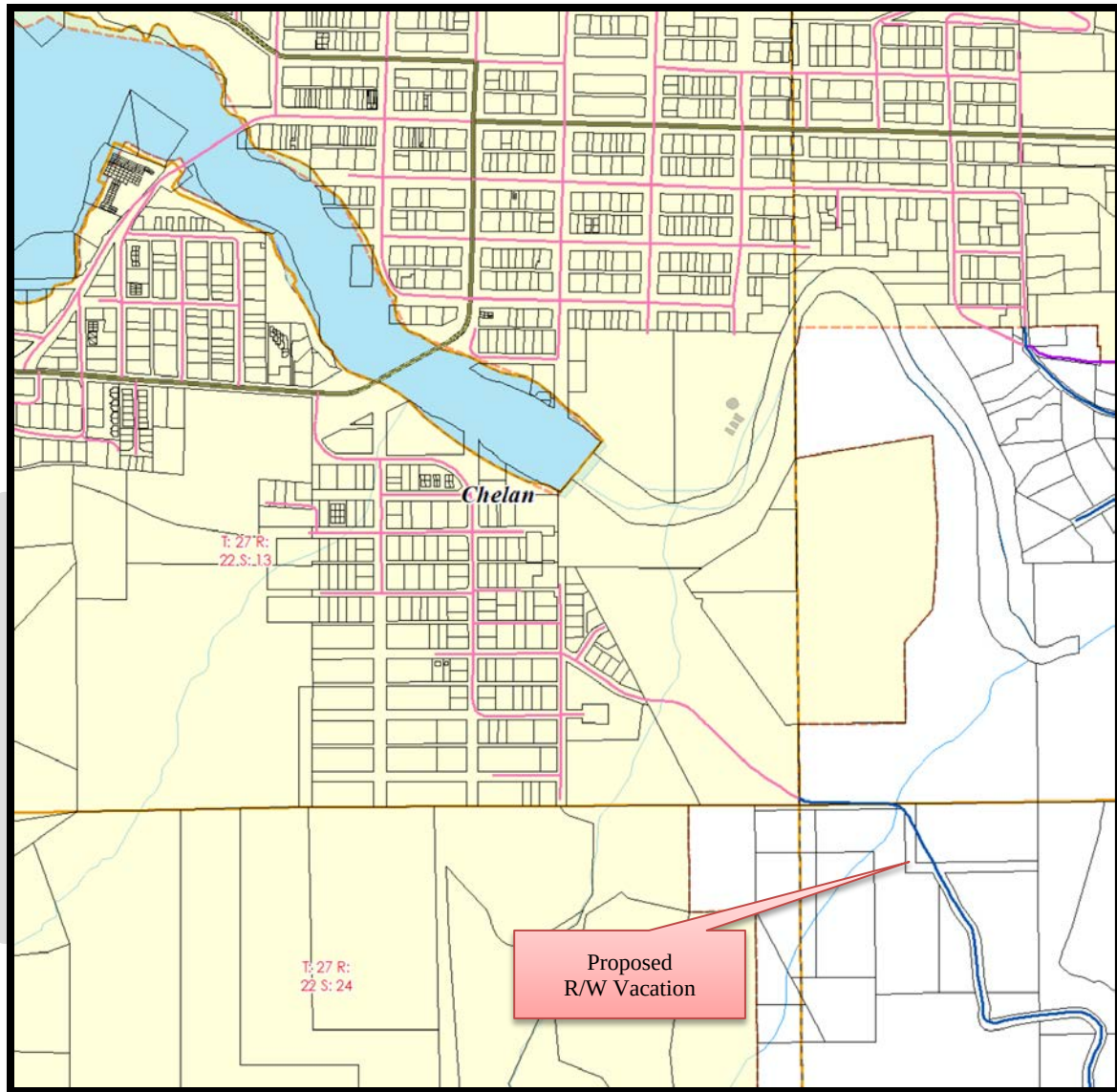
Right of Way description

That portion of platted county right-of-way as dedicated by the plat of Hillside as recorded under Book 1 of plats, Page 53, Auditor's File Number 2051, July 9th, 1902, lying East of Lot 5, West of Lots 6 and 7, North of Lot 10, and Southwesterly of Gorge Road.

Containing 0.41 acres, more or less

Plat of HILLSIDE
in Section 19 & 24, T.27N., R. 23 E.W.M.
Chelan County, WA





Vicinity Map

Reversion

If this road right-of-way is vacated it will revert to private ownerships adjoining the road right-of-way according to the legal principles of road vacations.

Access

Access will not be affected.

Compensation

The dedicated right-of-way within the petitioned section appears to have never been maintained or improved as a public road and should fall under the County Code, **Section 8.70.130 (2)(B) and 8.70.160 (a)(4)**: “Section [8.70.130\(2\)\(B\)](#), **no compensation** required if no public expenditures are made for improvement or maintenance.”

Washington State Laws of 1889 to 1890, Unopened Right-of-way: If the road that is being proposed for vacation was not constructed, there could be the question of the Washington State Laws of 1889 to 1890, which states:

Any county road, or part thereof, which has heretofore been or may hereafter be authorized, which remains unopened for public use for the space of five years after the order is made or authority granted for opening the same, shall be and the same is hereby vacated, and the authority for building the same barred by lapse of time.

The above Statute remained in full force and effect **until March 12, 1909**, when Sec. 1, Ch. 90, Laws of 1905:205, added the following significant proviso:

Provided, however, That the provisions of this section shall not apply to any highway, street, alley or other public place dedicated as such in any plat, whether the land included in said plat be within or without the limits of any incorporated city or town, nor to any land conveyed by deed to the state or to any town, city or county for roads, streets, alleys or other public places.

This road was dedicated to the public, **July 9th, 1902**. The above Unopened Right-of-way law could apply.

Public & Agency Comments

Comments were solicited from the Chelan County Community Development Department, Flood Control Zone District, and Sheriff's Department, as well as from Chelan County Public Utilities District, and Ziply Fiber. We received no comments.

Engineer's Observations & Comments

My observations upon examination of the subject physical portion of county road right-of-way, historical documents, and staff reports regarding the subject proposal, are as follows:

- The right of way does not follow the current alignment of Gorge Road.
- Gorge Road was established in 1897 and it's right of way is 60 feet as traveled .
- It can be argued that the right of way vacation petitioned could have already been vacated given the 5 years from plat approval occurred prior to the proviso exempting platted right of way was enacted.

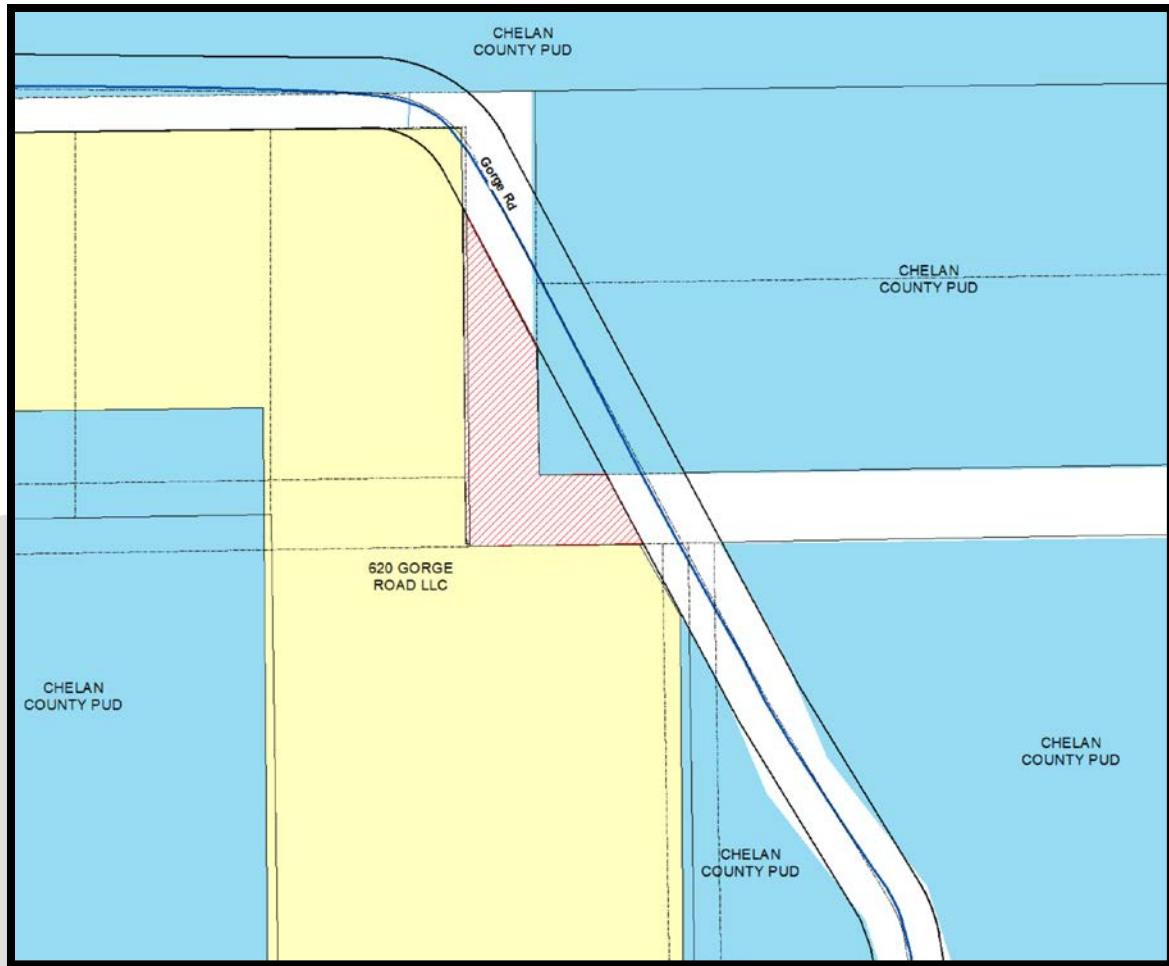
Engineer's Recommendation

The unnamed platted road of the plat of Hillside that is being petitioned for is not currently being used now nor in the foreseeable future by Chelan County nor does it constitute a portion of the current or future County Road System.

Given the foregoing statements and facts, my recommendation is to **approve the vacation of the subject right-of-way sought by the petitioners.** Prior to final vacation, the petitioner shall grant all appropriate easements to any existing utilities that may be located within the vacated right-of-way.

Presented to the Chelan County Board of County Commissioners this 8th day of September, 2026.

DRAFT

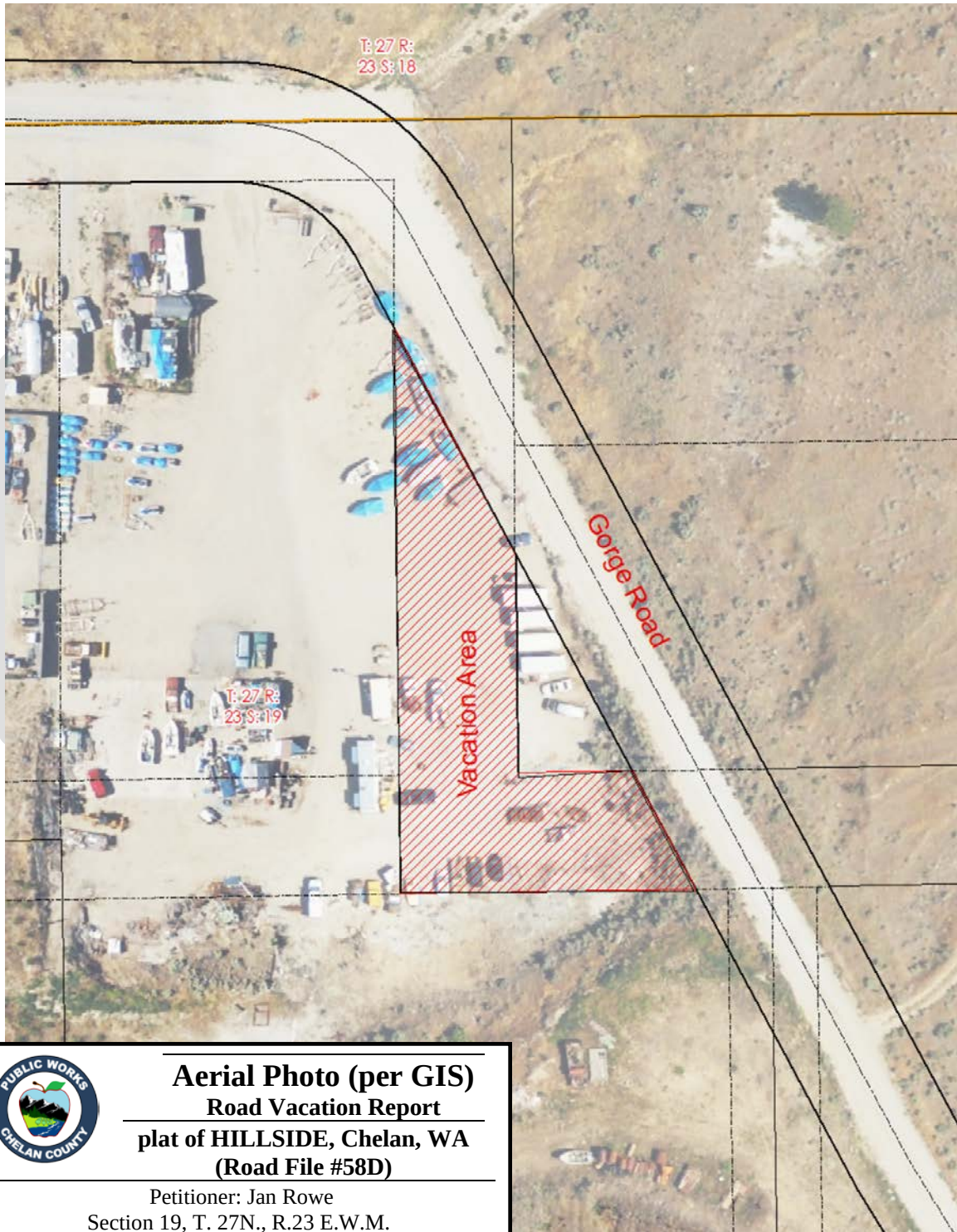


Ownership Map



Owners Map
Road Vacation Report
plat of HILLSIDE, Chelan, WA
(Road File #58D)

Petitioner: Jan Rowe
 Section 19, T. 27N., R.23 E.W.M.
 Chelan County, WA



Aerial Photo (per GIS)
Road Vacation Report
plat of HILLSIDE, Chelan, WA
(Road File #58D)

Petitioner: Jan Rowe
 Section 19, T. 27N., R.23 E.W.M.
 Chelan County, WA





DRAFT



Site Photo
Road Vacation Report
plat of HILLSIDE, Chelan, WA
(Road File #58D)

Petitioner: Jan Rowe
Section 19, T. 27N., R.23 E.W.M.
Chelan County, WA



Looking South on Gorge Road



Looking West on Gorge Road

Posting of Hearing Notices



Agency Chelan County		Supplement Number 1
Project Number BHOS-2004(088)	Agreement Number LA11077	ALN. 20.205 - Highway Planning and Construction Federal Highway Administration (FHWA)

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Bridge Seal Bundle

Length Countywide

Termini Countywide

Description of Work ✓ No Change

Reason for Supplement

Obligation of construction funds.

Indirect Cost Rate ☐ Yes ☒ No

Project Agreement End Date December 31, 2030

Advertisement Date November 10, 2026

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 %	a. Agency	177,200.00	-49,200.00	128,000.00		128,000.00
	b. Other			0.00		
Federal Aid Participation Ratio(s) for PE	c. Other			0.00		
	d. State Services	5,000.00		5,000.00		5,000.00
	e. Total PE Cost Estimate	182,200.00	-49,200.00	133,000.00	0.00	133,000.00
RW %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio(s) for RW	h. Other			0.00		
	i. State Services			0.00		
	j. Total R/W Cost Estimate	0.00	0.00	0.00	0.00	0.00
CN 100 %	k. Contract	0.00	866,000.00	866,000.00		866,000.00
	l. Other	0.00		0.00		
Federal Aid Participation Ratio(s) for CN	m. Other	0.00		0.00		
	n. Other			0.00		
	o. Agency	0.00	92,000.00	92,000.00		92,000.00
	p. State Services	0.00	10,000.00	10,000.00		10,000.00
	q. Total CN Cost Estimate	0.00	968,000.00	968,000.00	0.00	968,000.00
	r. Total Project Cost Estimate	182,200.00	918,800.00	1,101,000.00	0.00	1,101,000.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By

By

Title

Director, Local Programs

Agency Date

Date Executed

Agency Chelan County		Supplement Number 1
Project Number BHOS-2004(088)	Agreement Number LA11077	ALN 20.205 - Highway Planning and Construction Federal Highway Administration (FHWA)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the "No Change" box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project's proposed advertisement date must be included in the space provided.
8. **Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the "Project Agreement End Date".
 - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the "Project Agreement End Date".
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Advertisement Date** - At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
11. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
 - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
 - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
12. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	8/31/2026
Federal Aid Project Number	BHOS	2004	088	DUNS Number	010203651
Local Agency Project Number	CRP 753	(WSDOT Use Only)		Federal Employer Tax ID Number	916001297

Agency Chelan County		CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other		
Project Title Bridge Seal Bundle		Start Latitude N See Attached End Latitude N See Attached		Start Longitude W See Attached End Longitude W See Attached	
Project Termini From-To Countywide		Nearest City Name Leavenworth			Project Zip Code (+4) 98826-9526
Begin Mile Post Varies	End Mile Post Varies	Length of Project Countywide		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID Varies	Begin Mile Point Varies	End Mile Point Varies	City Number NA	County Number 04	County Name Chelan
WSDOT Region North Central Region		Legislative District(s) 12		Congressional District(s) 8	Urban Area Number NA

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	133,000	0	133,000	4/2024
R/W	0	0	0	NA
Const.	968,000	0	968,000	9/2026
Total	1,101,000	0	1,101,000	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width Varies	Number of Lanes Varies 1 to 2
-------------------------	----------------------------------

See the attached vicinity maps for a description of the existing facility for each of the six bridges included in the project.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

This project will seal the decks on 6 bridges in Chelan County. This work will include local repairs to the deck surface and a final surface seal with HMWM or Silane to prevent further degradation and water intrusion into/through the deck surface. The bridges include: Bridge Nos 706, 20912, 410B, 326, 605A, and 704A.

Local Agency Contact Person Josh Patrick		Title Assistant Public Works Director		Phone 509-667-6571	
Mailing Address 316 Washington St Suite 402		City Wenatchee		State WA	Zip Code 98801-4105
Project Prospectus	By  Approving Authority				
	Title DIRECTOR / COUNTY ENGINEER				Date 9/1/26

Agency Chelan County	Project Title Bridge Seal Bundle	Date 8/31/2026
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Type of Proposed Work

Project Type (Check all that Apply)

☐ New Construction	☐ Path / Trail	☐ 3-R
☐ Reconstruction	☐ Pedestrian / Facilities	☐ 2-R
☐ Railroad	☐ Parking	☐ Other
☒ Bridge		

Roadway Width
Varies

Number of Lanes
Varies 1 to 2

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Principal Arterial	☐ Principal Arterial
	☒ Minor Arterial	☐ Minor Arterial
	☐ Urban	☐ Urban
	☒ Rural	☐ Rural
	☐ NHS	☐ NHS
	☐ Collector	☐ Collector
	☐ Major Collector	☐ Major Collector
	☒ Minor Collector	☐ Minor Collector
	☒ Local Access	☐ Local Access
Terrain	☐ Flat ☒ Roll ☒ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed	Varies	NA
Design Speed	Posted Speed	NA
Existing ADT	NA	NA
Design Year ADT	NA	NA
Design Year	2025	NA
Design Hourly Volume (DHV)	NA	NA

Performance of Work

Preliminary Engineering Will Be Performed By Agency	Others %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS)	☒ Class II - Categorically Excluded (CE)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement	☒ Projects Requiring Documentation (Documented CE)
☐ Class III - Environmental Assessment (EA)	
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

NEPA Categorical Exclusion approved 1/24/2025.

Agency Chelan County	Project Title Bridge Seal Bundle	Date 8/31/2026
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Right of Way

☒ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☐ Right of Way Needed ☐ No Relocation	☐ Relocation Required
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Utilities ☒ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☐ All utility work will be completed in coordination with the construction contract	Railroad ☒ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract
---	---

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

The project will not impact utility or railroad facilities.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☒ Yes ☐ No

Remarks

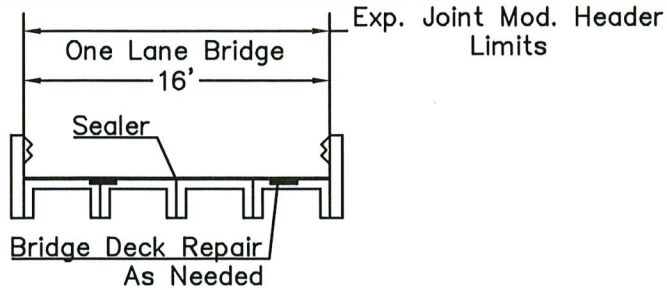
The Nason Crk-Lk Wenatchee bridge is located within 2 miles of Lake Wenatchee State Airport (27W). Neither airport operations nor access will be impacted by the project.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

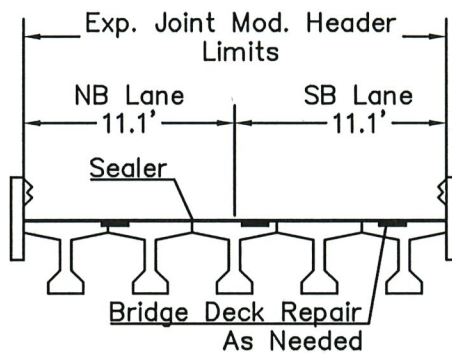
Agency _____

Date _____ By _____ Mayor/Chairperson

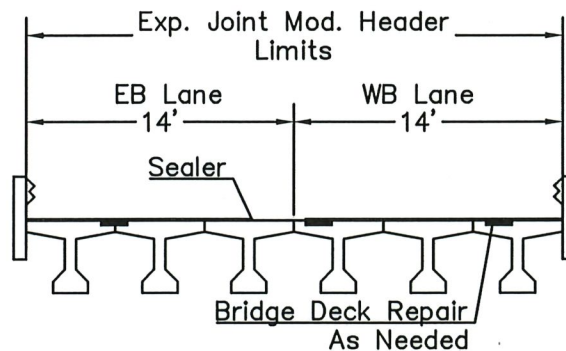
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Old Blewett #3 Bridge (No. 326)
Typical Section
Looking Ahead on Milepost



Peshastin Creek Bridge (No. 410B)
Typical Section
Looking Ahead on Milepost



Merritt Bridge (No. 605A)
Typical Section
Looking Ahead on Milepost

Chelan County
Public Works Department
316 Washington Street, Suite 402
Wenatchee, Washington, 98801
Phone: (509) 667-6415
Website: www.co.chelan.wa.us



BRIDGE SEAL BUNDLE

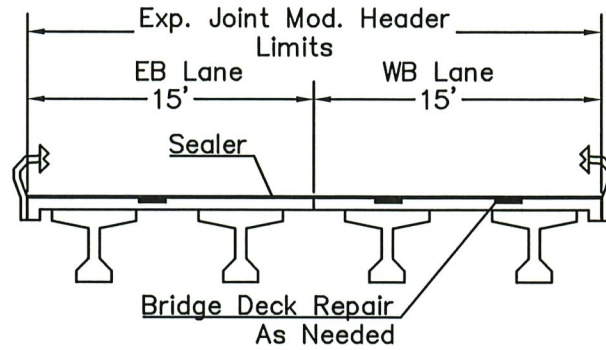
CRP 753

Date: 9/1/2026

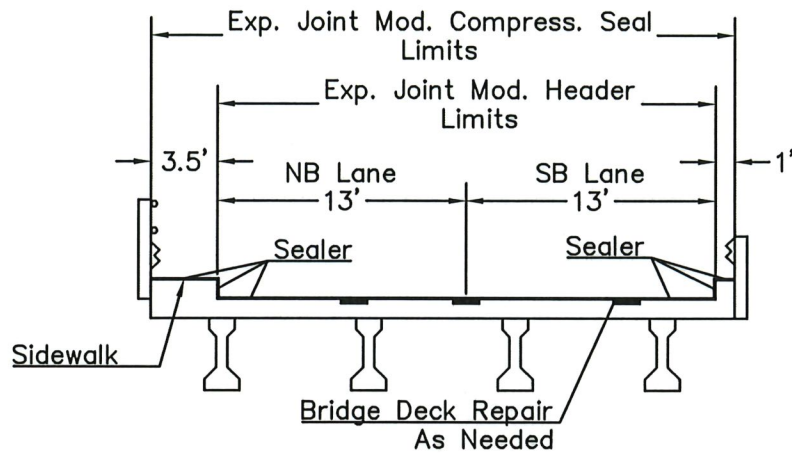
C.R.P. 753

Sheet 1 of 1

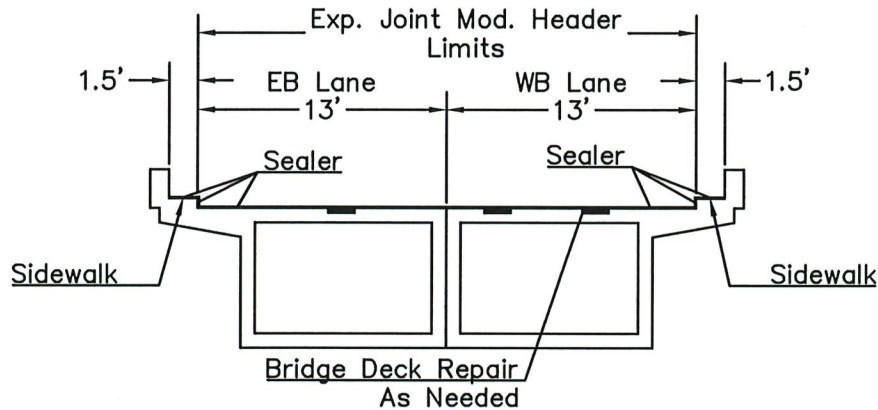
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Nason Cr-Lk Wenatchee Bridge (No. 704A)
Typical Section Looking Ahead on Milepost



White River Bridge (No. 706)
Typical Section Looking Ahead on Milepost



Wenatchee River Bridge (No. 20912)
Typical Section Looking Ahead on Milepost

Chelan County
Public Works Department
316 Washington Street, Suite 402
Wenatchee, Washington, 98801
Phone: (509) 667-6415
Website: www.co.chelan.wa.us



BRIDGE SEAL BUNDLE

CRP 753

Date: 9/1/2026

C.R.P. 753

Sheet 1 of 1

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 2026-04

Firm/Organization Legal Name (do not use dba's): Pacific Engineerig & Design PLLC	
Address 200 S Columbia St., Suite 300 Wenatchee, WA 98801	Federal Aid Number N/A
UBI Number 601-677-147	Federal TIN
Execution Date	Completion Date December 31, 2027
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No
Project Title SD2033 Burch Mountain Road Storm Drainage Condition Assessment	
Description of Work The project team is providing an engineering assessment of an existing stormwater conveyance system under Burch Mountain Road in Sunnyslope, WA. The engineering assessment aims to identify and quantify any necessary repair/remediation actions to the existing pipe.	
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation
Maximum Amount Payable: 137,500.00	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the Chelan County, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Jason Detamore
 Agency: Chelan County Public Works
 Address: 316 Washington St. Ste 402
 City: Wenatchee State: WA Zip: 98801
 Email: jason.detamore@co.chelan.wa.us
 Phone: 509-667-6415
 Facsimile:

If to CONSULTANT:

Name: Ryan Brownlee
 Agency: Pacific Engineering
 Address: 200 S Columbia St Ste. 300
 City: Wenatchee State: WA Zip: 98801
 Email: ryan@pacificengineering.net
 Phone: 509-662-1161
 Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

2026-04

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Jason Detamore
Agency: Chelan County Public Works
Address: 316 Washington St. Ste. 402
City: Wenatchee State: WA Zip: 98801
Email: jason.detamore@co.chelan.wa.us
Phone: 509-667-6415
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. 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. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

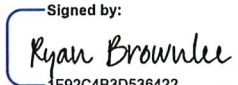
For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signed by:


Signature

8/31/2026

Date

See Supplemental Signature Page

Signature

See Supplemental Signature Page

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

SUPPLEMENTAL SIGNATURE PAGE
STANDARD CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of September 2026 between the Board of Chelan County Commissioners, hereinafter called the “AGENCY”, and Pacific Engineering & Design PLLC., hereinafter called the “CONSULTANT”. In witness where, the parties hereto have executed this AGREEMENT as of the day and year first above written.

**BOARD OF CHELAN COUNTY
COMMISSIONERS**

SHON SMITH, Chairman

KEVIN OVERBAY, Commissioner

BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board

Approved As To Form:

STEWART R. SMITH
Deputy Prosecuting Attorney

Dated: _____

Exhibit A
Scope of Work

Project No.

August 21, 2026



Jason Detamore
Chelan County Public Works
316 Washington Street, Suite 402
Wenatchee, WA 98801

PROJECT: Storm Drain Assessment - Burch Mountain Road
Project No. 26117.0CA

SUBJECT: Civil Engineering Fee Proposal

Dear Jason,

Per your request, Pacific Engineering & Design PLLC (Pacific) has prepared the following Civil Engineering Fee Proposal for comprehensive condition assessment and engineering services associated with the Burch Mountain Road Storm Drain System, located north of Wenatchee in Chelan County, Washington.

PROJECT UNDERSTANDING

Chelan County Public Works (County, Owner) maintains approximately 3,900 linear feet of 18-inch and 15-inch Corrugated Metal Pipe (CMP) storm drain along Burch Mountain Road, spanning from Milepost 0.00 to Milepost 0.74. The County has identified concerns regarding severe localized corrosion, structural degradation, and remaining useful life of this stormwater asset. Infrastructure management in this corridor requires evaluating both the internal condition of the pipeline and environmental factors driving decay.

Pacific has assembled a specialized project team incorporating expert subconsultants:

- Pacific Engineering & Design PLLC (Pacific / PED): Prime consultant providing project management, civil/structural engineering evaluation, NDT material thickness testing, remaining service life calculations, trenchless/open-cut alternatives analysis, and Technical Memorandum compilation.
- Geosyntec Consultants: Expert regional geotechnical subconsultant performing subsurface soil investigation, paired soil sampling, and geotechnical evaluation.
- Norton Corrosion Limited: Specialized corrosion engineering subconsultant analyzing soil chemistry parameters (pH, electrical resistivity, chlorides, and sulfates) to identify root-cause failure mechanisms.
- Pro-Vac: Subcontracted CCTV Imaging & Utility Locate Partner: High-definition robotic closed-circuit television (CCTV) internal pipeline inspection and precision utility tracing.

Jason Detamore
Civil Engineering Fee Proposal
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SCOPE OF WORK

Pacific proposes to accomplish the project objectives through the four sequential tasks outlined below.

TASK 1 – PREPARATION, BACKGROUND DATA REVIEW, & MODELING

The objective of Task 1 is to establish a detailed baseline understanding of the corridor through historical documentation review and preliminary mapping before initiating field operations.

Specific activities include:

- Perform desktop review of Chelan County's stormwater management plans, historical as-built drawings, drainage reports, maintenance logs, and localized GIS data layers.
- Overlay known failure locations with drainage concentration points to develop an initial risk map, identifying high-priority pipeline segments.
- Prepare a standardized Field Inspection Plan (FIP) covering site safety protocols, traffic control requirements, and technical criteria for CCTV and field sampling.
- Prepare hydrologic and hydraulic (H&H) model of existing Burch Mountain Road basin to establish a baseline of system performance using Autodesk Storm and Sanitary Analysis (SSA).

TASK 1 DELIVERABLES

- Field Inspection Plan (FIP)
- Preliminary Risk Map
- H&H Model in SSA Format
- Initial Technical Kickoff Meeting Notes

TASK 2 – FIELD INVESTIGATION AND GEOTECHNICAL

The objective of Task 2 is to collect empirical internal and external physical data along the 3,900 LF pipeline corridor. This task will be split into two phases (2-A and 2-B). Task 2-A is comprised of all field work that can be performed without the need for subsurface exploration (potholing / test-pits, etc.). Task 2-B is comprised of field work that requires subsurface exploration and is contingent on the results of Task 2-A and conclusions that can be derived from that information.

TASK 2-A – PHASE 1 INVESTIGATION

Under this task, Pacific and its subconsultant team will:

- Deploy high-definition CCTV robotic crawlers through the entire 3,900 LF of 18-inch CMP (MP 0.00 to MP 0.74) to supplement and verify prior county surveys.
- Classify pipeline defects (joint separations, deflection, metal perforations, material loss) in strict accordance with NASSCO PACP (Chapter 4) and FHWA Culvert Inspection Manual baselines.
- Collect water samples from catch basins along storm drain alignment and analyze for corrosive potential.
- Prepare limited geotechnical characterization and consultation based on readily available information, prior studies, etc.

Task 2-B – PHASE 2 INVESTIGATION (CONTINGENT TASK)

Under this task, Pacific and its subconsultant team will:

- Observe targeted potholing (spot excavation performed by the County) to physically expose selected pipe segments displaying advanced corrosion as well as apparently sound baseline segments.

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- Collect paired subsurface soil samples (Active Failure Zones vs. Healthy Control Zones) in coordination with Geosyntec Consultants and Norton Corrosion Limited.
- Conduct laboratory soil testing analyzing pH, electrical resistivity, soluble chloride concentrations (de-icing salts), and sulfates to isolate root-cause corrosion mechanisms.
- Perform non-destructive structural material testing (NDT) using ultrasonic thickness gauges on exposed CMP sections to measure actual remaining wall thickness.
- Prepare geotechnical recommendations for range of scenarios including 1) retaining existing metal pipe, 2) slip-lining and/or cured in place lining, and 3) open-trench replacement. including vertical earth overburden pressure, friction angle and cohesion, modulus of soil reaction, soil permeability, etc).

TASK 2 DELIVERABLES

- CCTV Inspection Logs & Video Footage
- NASSCO PACP Condition Grading Tables
- Laboratory Soil Chemistry Test Reports
- Ultrasonic Thickness Measurement Data Sheets
- Geotechnical Recommendations

TASK 3 – ENGINEERING ANALYSIS AND PRELIMINARY RECOMMENDATIONS

The objective of Task 3 is to synthesize field and lab data into actionable engineering calculations, structural capacity models, and rehabilitation options. Under this task, Pacific will:

- Correlate soil chemistry test results with observed corrosion rates to estimate remaining service life (RSL) for each pipe segment.
- Perform structural load calculations incorporating ultrasonic wall thickness data (if obtained) to determine remaining live/dead load carrying capacities under H-20 / HL-93 traffic loading.
- Evaluate trenchless rehabilitation alternatives for compromised segments, specifically ASTM F1216 Cured-In-Place Pipe (CIPP) lining and HDPE slip-lining (including hydraulic flow capacity modeling). Note: Pipe bursting is explicitly ruled out due to CMP corrugation traits. Alternatives will be modeled in SSA for comparison against baseline (existing) conditions.
- Evaluate conventional open-trench replacement for segments where trenchless methods are infeasible due to severe alignment shifts, accounting for steep terrain, deep utility cover, and local geotechnical constraints along Burch Mountain Road.
- Develop side-by-side life-cycle cost matrices and opinion of probable construction costs for all recommended rehabilitation/replacement options.

TASK 3 DELIVERABLES

- Draft Engineering Analysis Summary
- Rehabilitation Method Selection Matrix
- Preliminary Cost Estimates for County Review

TASK 4 – FINAL TECHNICAL MEMORANDUM & CAPITAL IMPROVEMENT RECOMMENDATIONS

Following Task 3, Pacific will incorporate County feedback and compile all findings into a comprehensive, executive-ready Technical Memorandum designed for straightforward capital budgeting. The report will include:

- Executive Summary & Project Purpose

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August 21, 2026

- Asset Health Logs featuring segment-by-segment NASSCO defect scores and condition ratings
- Water and Soil Chemistry & Corrosion Root-Cause Diagnostics
- Structural Carrying Capacity & Remaining Useful Life Predictions
- Options Analysis: Leave As-Is, CIPP/Slip-Lining Trenchless Rehabilitation, vs. Open-Trench Replacement
- Defensible Capital Improvement Program (CIP) Implementation Roadmap & Cost Schedule

TASK 4 DELIVERABLES

- Final technical memorandum document (electronic pdf format)

ASSUMPTIONS

The following assumptions form the basis for the scope and fee estimate contained in this proposal:

- The County will clean existing mainline drainage system prior to CCTV inspection.
- CCTV inspection will be limited to reaches that are physically passable by conventional CCTV robotic crawler equipment. CCTV inspection will be performed with four (4) days of field work or less.
- The County will provide survey of storm drainage pipes and structures, available historical plans, as-builts, GIS layers, and past CCTV inspection records.
- The County will provide excavation and earthwork services necessary to accommodate potholing. For planning purposes, potholing will be limited to a maximum of four (4) strategic spot excavation locations and completed within two (2) day of field work or less.
- Traffic control during CCTV and potholing operations will consist of single-lane flagging setup managed in accordance with MUTCD standards and will be provided by Chelan County Public Works.
- Subsurface soil testing is limited to non-hazardous chemical parameters (pH, resistivity, chlorides, sulfates). Environmental hazardous waste site assessments are excluded.
- Thickness measurements of existing pipe wall is contingent upon ability to measure with ultrasonic thickness gauge – which can be heavily influenced by pipe geometry, coating and internal/external corrosion.
- Right-of-way or property acquisition services are not required; all work will occur within existing Chelan County right-of-way.

EXCLUSIONS

The following items are specifically excluded from this Scope of Work. If requested, these services can be provided under a separate supplemental agreement:

- Topographic Survey
- Temporary Traffic Control, Excavation Service and Restoration
- Final Construction Plans, Specifications, and Bidding Documents (PS&E).
- Environmental permitting (SEPA, NEPA, Army Corps of Engineers, Washington Dept. of Fish & Wildlife).
- Confined space access permitting (if required)
- Hazardous material sampling, testing, or remediation oversight.
- Construction management, bidding administration, or field inspection during construction.

Jason Detamore
Civil Engineering Fee Proposal
August 21, 2026

SCHEDULE

Pacific is prepared to commence work immediately upon receipt of a signed authorization to proceed. Task 1 desktop study and mapping will be initiated upon authorization (presumed late August 2026). Field CCTV inspection (Task 2A) will be executed in September/October 2026. Task 2B (contingent field work task) if warranted, will comment in late October. Engineering analysis, and preliminary recommendations (Task 3) will be conducted through November and December 2026. The Draft Technical Memorandum will be submitted in January 2027, with the Final Technical Memorandum and Capital Improvement Recommendations provided by end of February 2027.

~~**Exhibit B**~~
~~**DBE Participation Plan**~~

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the Consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

- a. **Horizontal Datum:** Washington State Plane, North Zone, NAD 83/91, US Survey Feet, transformed to project ground datum using an average combined scale factor appropriate for the project ($SPC \times SF = \text{Ground}$) from 0 Northing and 0 Easting.
- b. **Vertical Datum:** NAVD (29)
- c. **Transformation data:** Using found monumentation common, provide transformation scale factors to enable Chelan County to transform existing datum to and from Washington State Plane grid and ground coordinates and distances.

B. Roadway Design Files: Land XML or Civil 3D

C. Computer Aided Drafting Files: AutoCAD 2009 Compatible or Civil 3D

D. The Agency has a Right to Review Product with the Consultant

E. Electronic Deliverables to Be Provided to the Agency

- a. **AutoCAD:** Provide AutoCAD drawings of all finished construction as a printout and AutoCAD file.
- b. **Word:** Provide specifications as a Microsoft Word file.

F. Specify What Agency Furnished Services and Information is to Be Provided by the Agency:

a. Topo Survey Data: Printout and 3D AutoCAD file or Civil 3D. The data will include enough

information to generate accurate cross sections, contours with features including utilities. Location of trees will be completed at a later date.

b. Right-of-way and Calculated data: Provide any calculated data such as right-of-way.

- c. **Alignment Information:** Alignment and profiles, property lines and section lines as d printout and 2d AutoCAD file.

II. Any Other Electronic Files to Be Provided:

- a. **Construction Staking Notes:** As a Microsoft Excel file

III. Methods to Electronically Exchange

- a. Email as PDF

Exhibit D
Prime Consultant Cost Computations

Jason Detamore
Civil Engineering Fee Proposal
August 21, 2026

SCHEDULE

Pacific is prepared to commence work immediately upon receipt of a signed authorization to proceed. Task 1 desktop study and mapping will be initiated upon authorization (presumed late August 2026). Field CCTV inspection (Task 2A) will be executed in September/October 2026. Task 2B (contingent field work task) if warranted, will comment in late October. Engineering analysis, and preliminary recommendations (Task 3) will be conducted through November and December 2026. The Draft Technical Memorandum will be submitted in January 2027, with the Final Technical Memorandum and Capital Improvement Recommendations provided by end of February 2027.

FEE ESTIMATE

Services will be performed on a time and materials, Not-to-Exceed (NTE) basis in accordance with Pacific's standard hourly rate schedule. A base fee proposal is provided for Tasks 1, 2A, 3, and 4. Task 2B is contingent upon results of Task 2A. A preliminary fee estimate has been provided for Task 2B; however, this fee will be re-evaluated prior to proceeding. Subconsultant costs (Geosyntec, Norton Corrosion, CCTV imaging, and potholing contractor) are included within the task budgets below.

FEE TABLE – BASE FEE

DESCRIPTION	ESTIMATED FEE
Task 1 – Preparation, Background Data Review, & Modeling	\$ 25,000.00
Task 2A – Phase 1 Field Investigation and Geotechnical	\$ 38,500.00
Task 3 – Engineering Analysis Recommendations	\$ 25,500.00
Task 4 – Final Technical Memorandum & CIP Recommendations	\$ 20,000.00
TOTAL PROJECT DESIGN FEE	\$ 109,000.00

FEE TABLE – CONTINGENT TASK FEE (PRELIMINARY)

DESCRIPTION	ESTIMATED FEE
Task 2B – Phase 2 Field Investigation and Geotechnical	\$ 28,500.00
ADDITIONAL CONTINGENT FEE (PRELIMINARY)	\$ 28,500.00

FOOTNOTES

1. The budget for Task 2B (Phase 2 Field Investigation and Geotechnical) is preliminary and will be finalized based on the results of Task 2A. It is anticipated that should additional fee be required to facilitate Task 2B as presented, either scope will be reduced to fit budget, or a budget supplement through contract amendment will be provided by the County. Task 2B will only proceed upon concurrence with the County.
2. The proposed fee is an estimate through final report and recommendations. Significant changes in scope and/or additionally requested items will be invoiced on a time and expense basis.
3. Projects extending into the next calendar year will be billed in accordance with Pacific's rates at the time the work is being performed. A current fee schedule is attached.
4. Proposal assumes that an Authorization to Proceed will be given within 45 days. Authorization provided after this time frame, may require adjustment to the Proposal.
5. Reimbursable expenses including but not limited to mileage and postage, are in addition to the Fee Proposal above and will be invoiced with Pacific's standard 15% markup rate.
6. Services will be invoiced monthly. All invoices are due upon receipt and will be assessed a late payment charge of 1% per month if not paid within 60 days of the invoice date. If Pacific is not paid when due, Pacific may suspend or terminate services, and all copies of any reports, plans, specifications, and other documents prepared by Pacific under this agreement will be returned to Pacific, and these documents will not be relied upon in any fashion.



2026 FEE SCHEDULE

DESCRIPTION	HOURLY RATE
SENIOR STRUCTURAL II	\$270
SENIOR STRUCTURAL I	\$235
STRUCTURAL	\$220
SENIOR-V	\$270
SENIOR-IV	\$250
SENIOR-III	\$235
SENIOR-II	\$220
SENIOR-I	\$210
PROJECT-V	\$205
PROJECT-IV	\$200
PROJECT-III	\$195
PROJECT-II	\$190
PROJECT-I	\$180
ENVIRONMENTAL V	\$260
ENVIRONMENTAL IV	\$230
ENVIRONMENTAL III	\$185
ENVIRONMENTAL II	\$160
ENVIRONMENTAL I	\$140
TECH-V	\$170
TECH-IV	\$163
TECH-III	\$155
TECH-II	\$147
TECH-I	\$140
STAFF-V	\$105
STAFF-IV	\$95
STAFF-III	\$85
STAFF-II	\$75
STAFF-I	\$65
EXPENSES: COST +15%	

Agreement 2026-04

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Actuals Not To Exceed Table (ANTE)

Chelan County Burch Mountain Storm Drain Assessment Geosyntec Consultants, Inc.					
8/28/2026					
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE*	All Inclusive Hourly Billing Rate NTE	
Administrative Assistant	\$32.79	\$74.37	29.55%	\$9.69	\$116.85
Principal	\$77.00	\$174.64		\$22.75	\$274.39
Professional	\$56.55	\$128.26		\$16.71	\$201.52
Project Administrator/Analyst	\$50.14	\$113.72		\$14.82	\$178.68
Project Professional	\$63.22	\$143.38		\$18.68	\$225.28
Senior Designer	\$65.55	\$148.67		\$19.37	\$233.59
Senior Drafter/Senior CADD Operator	\$54.27	\$123.08		\$16.04	\$193.39
Senior Professional	\$62.50	\$141.75		\$18.47	\$222.72
Senior Project Analyst	\$46.66	\$105.82		\$13.79	\$166.27
Senior Staff	\$46.78	\$106.10		\$13.82	\$166.70
Senior Staff Professional	\$45.67	\$103.58		\$13.50	\$162.75
Senior Technical Editor	\$54.52	\$123.65		\$16.11	\$194.28
Senior Technician	\$47.20	\$107.05		\$13.95	\$168.20
Staff Professional	\$37.89	\$85.93		\$11.20	\$135.02
Technical Editor	\$45.43	\$103.04		\$13.42	\$161.89

Note: * rounded to 2 decimal places.
FYE 2025 ICR 226.80%



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 31, 2026

Geosyntec Consultants, Inc.
777 Yamato Road, Ste. 600
Boca Raton, Florida 33431

Subject: Acceptance FYE 2025 ICR – CPA Report

Dear Anastasia Bystrov:

We have accepted your firm's FYE 2025 Indirect Cost Rate (ICR) of 226.80% based on the "Independent CPA Report" prepared by Grant Thornton. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

[Schatzie Harvey \(Jul 31, 2026 08:39:41 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:th

2026 Engineering Rate Schedule
 Except Litigation and Expert Testimony
 Effective January 1, 2026

Engineering

Principal Engineer	\$251.00
Sr. Corrosion Engineer	\$244.00
Corrosion Engineer	\$211.00
Sr. Corrosion Technician	\$172.00
Corrosion Technician	\$150.00
Computer Services/CADD	\$128.00
Secretarial	\$98.00

Soil Testing

In-house lab- Simple soil and water lab work- per test	\$93.00
Out-source lab- cost +15%	
Expenses- cost + 15%	
Mileage- Personal Vehicle	\$0.70
IRS Standard	
Mileage Rate + 15%	

Construction/Materials

Construction Crew Time Total	\$2,490.00	
Crew days = 10 hour work days		
Construction Foreman - Individual	\$139.00	
Construction Laborer - Individual	\$110.00	
Shop Labor Rate	\$106.00	
Subcontractors + Equipment Rental		
NCL Equipment		
A. Concrete Saw	\$4.50	\$4.30 /single cut
B. Concrete Saw	\$8.90	\$8.60 /double cut
C. Core Drill 4"	\$50.30	\$48.60 /hole
D. Core Drill 8"	\$100.20	\$97.00 /hole
E. Backhoe or Excavator	\$203.00 (load/unload)	\$406.00 /day
G. Boat		\$438.00 day
Materials		see Sales



1031 4th Ave. N. Kent, WA 98032

Date: August 12, 2026
 Client Name: Pacific Engineering
 Address: Chelan County
 Contact Person: Ryan Brownlee
 Phone: 509 662.1161
ryan@pacificengineering.net

Project Title: CCTV SERVICES

- ProVac to provide required equipment and manpower to camera and report on 4000LF of CMP 15"-18". Providing recorded video and report for client.
- Prior to start of work crew will do site specific risk and safety evaluation.

Safety: Standard PPE, ear and eye protection, work boots, and Hi-Vis clothing

- | | |
|--|-----------------|
| • Mobe Fee: | \$5200.00/LS |
| • CCTV Truck w/Laborer: | \$340.00/hourly |
| • CCTV Truck w/ Operator OT: | \$390.00/hourly |
| • Deliverables / Thumb Drives: | \$50.00/EA |
| • Fuel Surcharge 16% of man hours: | TBD |
| • Environmental Fee 4% of invoice total: | TBD |

Proposal Conditions/Exclusions: *

- Estimate is provided in good faith based upon information provided by client.
- Traffic Control By Others
- Pipe Cleaning By Others

Thank you,

Pro-Vac, LLC
 Bob Howard
 206.730.3110
Bob.howard@pro-vac.com

Free Estimates • Competitive Rates • Experienced Operators • Expansive Fleet • Quality Work Guaranteed

HYDRO-EXCAVATION» PIPE & LINE JETTING» PIPELINE CCTV INSPECTION» VACUUM SWEEPERS» PIPELINE REHABILITATION»
 WATER TRUCKS» CATHODIC PROTECTION» WATER CONTAINMENT & TANKS» TRAFFIC CONTROL» EMERGENCY RESPONSE»

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (***Federal Highway Administration***), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Washington State Department of Transportation specific program requirements.]

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (***Federal Highway Administration***) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (***Federal Highway Administration***), as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (***Federal Highway Administration***) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (***Federal Highway Administration***) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G ***Certification Document***

- Exhibit G-1(a)** Certification of Consultant
- Exhibit G-1(b)** Certification of Chelan County
- Exhibit G-2** Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3** Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4** Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Pacific Engineering & Design, PLLC

whose address is

200 S. Columbia St., Ste. 300, Wenatchee, WA 98801

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Chelan County
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Pacific Engineering & Design, PLLC

Consultant (Firm Name)

Signed by:

Ryan Brownlee

1F92G4B3D536422...

Signature (Authorized Official of Consultant)

8/31/2026

Date

Exhibit G-1(b) Certification of Chelan County

I hereby certify that I am the:

☒ Director/County Engineer

☐ Other

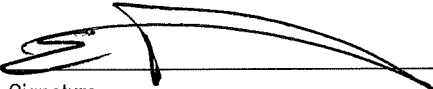
of the Chelan County Public Works, and Chelan County

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Chelan County

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.


Signature

8/31/26
Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Pacific Engineering & Design, PPLC

Consultant (Firm Name)

Signed by:

Ryan Brownlee

1F92C4B3D530422...

Signature (Authorized Official of Consultant)

8/31/2026

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Pacific Engineering & Design, PLLC

Consultant (Firm Name)

Signed by:

Ryan Brownlee

1F02C4B3D536422...

Signature (Authorized Official of Consultant)

8/31/2026

Date

~~**Exhibit G-4 Certification of Current Cost or Pricing Data**~~

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

~~**Exhibit H**~~
~~**Liability Insurance Increase**~~

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

Return Address:

Jamie Parkins
Chelan County Public Works
316 Washington Street, Suite 402
Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of any warranty contained in the document itself.

Document Title: Easement
Grantor(s): Tristian and Katrina Streeter
Grantee(s): Chelan County
Legal Description: Part of Section 06, T. 22 N., R.19 E.W.M.

Assessor’s Tax Parcel Number 221906240050

Filed with the Auditor pursuant to RCW 39.34.040

EASEMENT FOR CULVERT MAINTENANCE
COUNTY ROAD CULVERT MAINTENANCE
SAND CREEK ROAD

The Grantor, **TRISTIAN and KATRINA STREETER**, as a separate estate, residing in the County of Chelan, Washington, for and in consideration of **ONE THOUSAND NO/100 DOLLARS (\$1,000.00)**, conveys and grants to **CHELAN COUNTY**, a municipal corporation of the State of Washington, and its assigns, Grantee, an easement of perpetual duration over, under, upon, and across the hereinafter described lands owned by Grantor for the purpose of a nonexclusive right of ingress to, egress from, and maintenance of a culvert for Sand Creek Road, a County Road. The terms "easement" and "easement area" in this instrument refer to the easement on the property, which is depicted on Exhibit "A" and Exhibit “B” and described as follows:

THAT PORTION of the South half of the East half of the East half of the Southeast quarter of the Northwest quarter Section 6, Township 22 North, Range 19 East of the Willamette Meridian, Chelan County, Washington, **as described in deed of record**, recorded under Auditor's File Number **2568147** records of Chelan County, Washington, **LYING WITHIN A STRIP OF LAND** adjoining and parallel with the following described centerline of Sand Creek Road:

COMMENCING at the southeast corner of the West half, Southwest, Southwest, Northeast of said Section 6 , a 5/8" rebar with plastic cap, stamped Weinert JCL, LS 16231;

THENCE North 31° 30’42” East for 373.92 feet to intersection of Mission Creek Rd and Sand Creek Road, **Sand Creek Road Engineer’s Right-of-way Station 0+00**, a 5/8" rebar in monument case (yellow plastic survey cap "Chelan Co. LS 24224") **THE POINT OF BEGINNING** of said described centerline;

THENCE along centerline of Sand Creek Road, North 88° 27' 16" West for 127.18 feet to Engineer’s Right-of-way Station **PC 1+27.18**;

THENCE continuing along said centerline along the arc of a tangent curve to the left for 65.26 feet to Engineer’s Right-of-way Station **PT 1+92.44**, said curve having a central angle of 16° 59' 50", a radius of 219.99 feet, and a long chord of South 83° 02' 49" West for 65.02 feet;

THENCE continuing along said centerline South 74° 32' 54" West for 63.09 feet to Engineer’s Right-of-way Station **PC 2+55.53**;

THENCE continuing along said centerline along the arc of a tangent curve to the right for 125.37 to Engineer’s Right-of-way Station **PT 3+80.90**, said curve having

a central angle of 22° 18' 19", a radius of 322.04 feet, and a long chord of South 85° 42' 03" West for 124.58 feet;

THENCE continuing along said centerline North 83° 08' 47" West for 77.08 feet to Engineer's Right-of-way Station **PC 4+57.98**;

THENCE continuing along said centerline along the arc of a tangent curve to the right for 78.19 to Engineer's Right-of-way Station **PT 5+36.17**, said curve having a central angle of 17° 54' 00", a radius of 250.29 feet, and a long chord of North 74° 11' 47" West for 77.88 feet;

THENCE continuing along said centerline North 65° 14' 48" West for 73.32 feet to Engineer's Right-of-way Station **6+09.49**;

THENCE continuing along said centerline along the arc of a tangent curve to the left for 94.20 feet to Engineer's Right-of-way Station **PT 7+03.68**, said curve having a central angle 19° 16' 56", a radius of 279.89 feet, and a long chord of North 74° 53' 16" West for 93.75 feet;

THENCE continuing along said centerline North 84° 31' 44" West for 53.33 feet to Engineer's Right-of-way Station **PC 7+57.01**;

THENCE continuing along said centerline along the arc of a tangent curve to the right for 53.62 feet to Engineer's Right-of-way Station **PT 8+10.63**, said curve having a central angle of 12° 30' 55", a radius of 245.46 feet, and a long chord of North 78° 16' 16" West for 53.51 feet;

THENCE continuing along said centerline North 72° 00' 48" West for 38.39 feet to Engineer's Right-of-way Station **PC 8+49.01**;

THENCE continuing along said centerline along the arc of a tangent curve to the left for 106.05 feet, to Engineer's Right-of-way Station **PT 9+55.06**, said curve having a angle of 14° 15' 20", a radius of 426.23 feet, and a long chord of North 79° 08' 28" West for 105.77 feet;

THENCE continuing along said centerline North 86° 16' 08" West for 35.86 feet to Engineer's Right-of-way Station 9+90.91 and **THE END OF DESCRIBED CENTERLINE**.

Said strip lies Northerly of (Right) and Southerly of (Left) and adjoins the above-described centerline and has the following stations and widths:

Northerly (Right)

Engineer's Right of Way Station 8+20 to 8+65 25 feet in width.

and

Southerly (left)

Engineer's Right of Way Station 8+20 to 8+65 25 feet in width.

EXCEPT Chelan County right-of-way for Sand Creek Road.

Containing 900.1 square feet, more or less.

Dimensions in this legal description are based on the Washington State Plane Coordinate System of 1983, North Zone, adjustment 2011 (NAD 83/2011), as defined in Chapter 58.20, RCW.

The distances given maybe multiplied by 1.000057301 to obtain true ground distances.

Dated this _____ day of _____ 2026.

ACCEPTED AND APPROVED:

Dated at Wenatchee, Washington this _____ day of _____, 2026.

**BOARD OF CHELAN COUNTY
COMMISSIONERS**

SHON SMITH, Chairman

KEVIN OVERBAY, Commissioner

BRAD HAWKINS, Commissioner

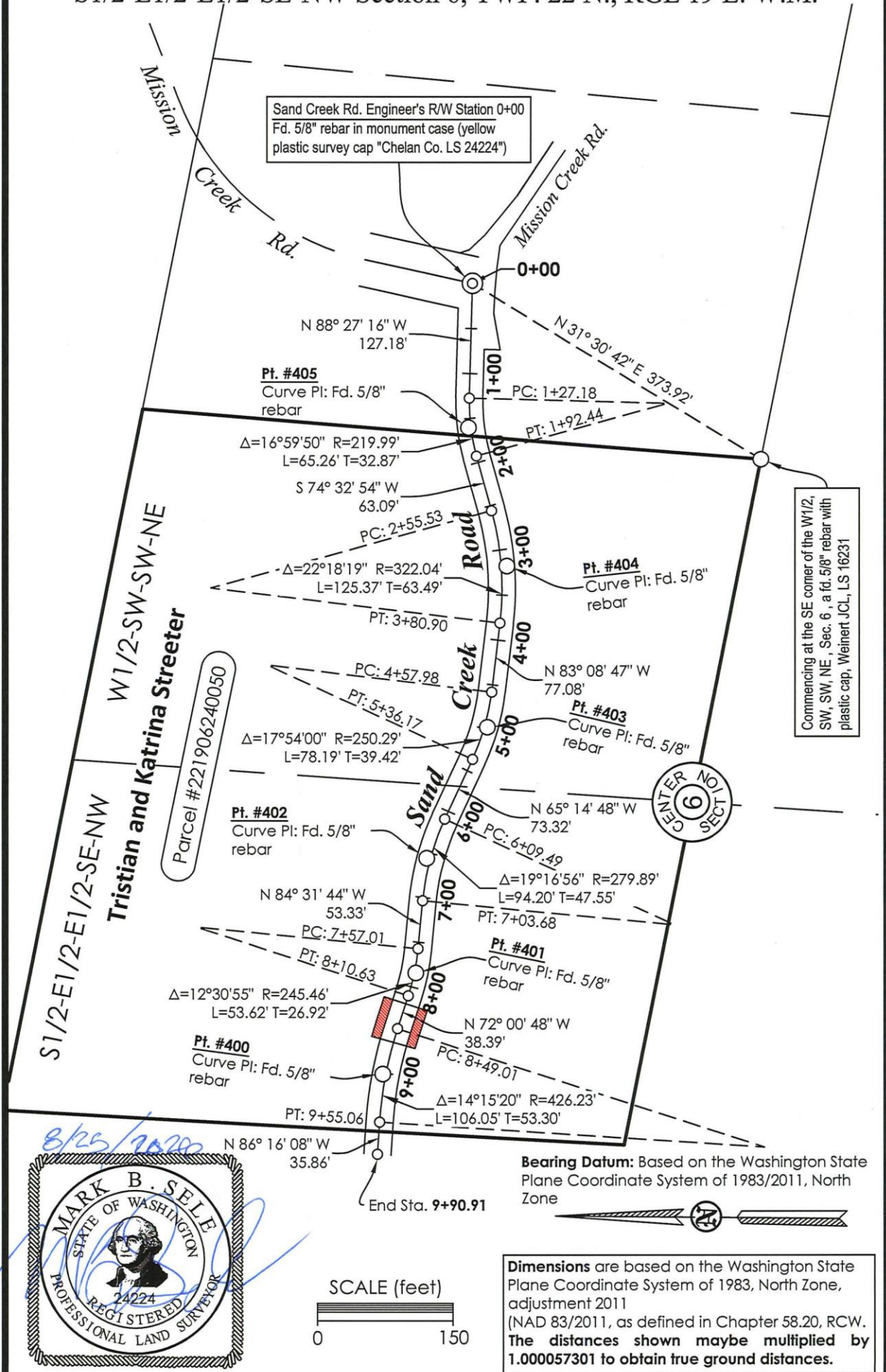
ATTEST: ANABEL TORRES

Clerk of the Board

Dated: _____

EXHIBIT "A"

S1/2-E1/2-E1/2-SE-NW Section 6, TWP. 22 N., RGE 19 E. W.M.



Chelan County
Public Works Department
316 Washington Street, Suite 402
Wenatchee, Washington, 98801
Phone: (509) 667-6415
Website: www.co.chelan.wa.us



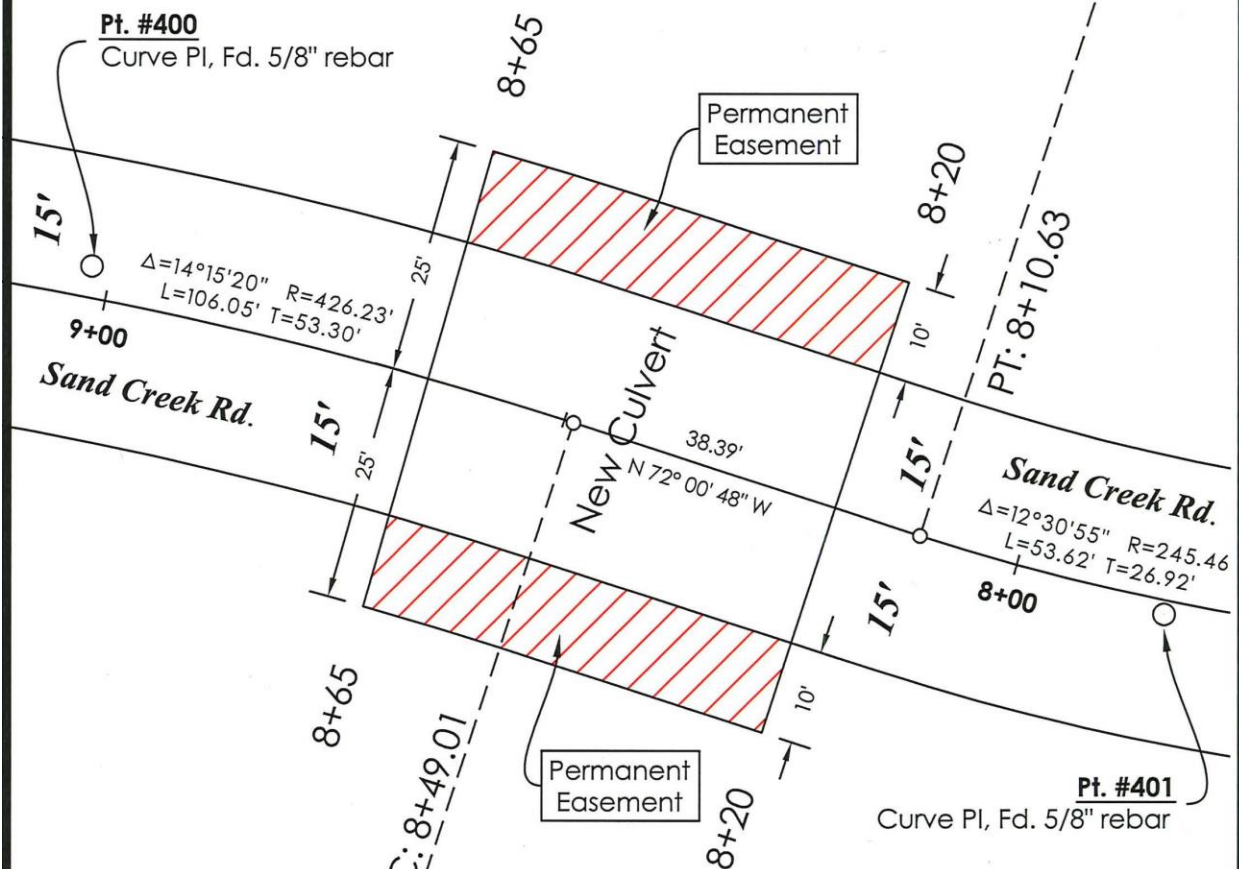
EXHIBIT "A"
S1/2-E1/2-E1/2-SE-NW
Section 6, TWP. 22 N., RGE 19 E. W.M.

EXHIBIT "B"

S1/2-E1/2-E1/2-SE-NW Section 6, TWP. 22 N., RGE 19 E. W.M.

Tristian and Katrina Streeter

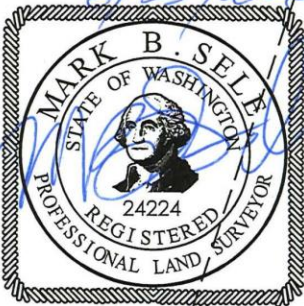
Parcel #221906240050



Tristian and Katrina Streeter

Permanent Easement Area
Total: 900.1 square feet

Bearing Datum: Based on the Washington State Plane Coordinate System of 1983/2011, North Zone



Dimensions are based on the Washington State Plane Coordinate System of 1983, North Zone, adjustment 2011 (NAD 83/2011, as defined in Chapter 58.20, RCW. The distances shown maybe multiplied by 1.000057301 to obtain true ground distances.

SCALE (feet)



Chelan County
Public Works Department
316 Washington Street, Suite 402
Wenatchee, Washington, 98801
Phone: (509) 667-6415
Website: www.co.chelan.wa.us



EXHIBIT "B"

S1/2-E1/2-E1/2-SE-NW
Section 6, TWP. 22 N., RGE 19 E. W.M.

COMMISSIONERS' NOTICE OF HEARING

STATE OF WASHINGTON
COUNTY OF CHELAN

IN THE MATTER OF THE PETITION of Mike Sherer, for the vacation of a right of way known as a Portion of A. Street – Block 32 & 33 and 16' Alley – Block 33 in Chelan Falls.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN, that the report of the County Engineer in the matter of the above-mentioned Road will be filed in the office of the Board of County Commissioners of Chelan County on the 13th day of October 2026, said Road being described as follows:

THAT PORTION of the 16-FOOT ALLEY in Block 33 of the of Chelan Falls, according to the plat thereof, Volume 1 of Plats, Page 25, Auditor File Number 95, records of Chelan County, Washington, lying easterly of Lots 4 and 9, Block 33 and West of Third Street.

ALSO THAT PORTION OF "A" STREET of said Chelan Falls, lying West of the West right-of-way line of Third Street and East of the West line of Lot 2, Block 33 extended and East of the West line of Lot 11 Block 32 extended.

NOW THEREFORE it is ordered by the Board that the public hearing of said petition and report will be held by the Board of County Commissioners of Chelan County, Washington, at their office located at, 400 Douglas Street, Wenatchee, Washington, on the 13th day of October, 2026, at 9:30 a.m.

Dated at Wenatchee, Washington, this 8th day of September, 2026.

BOARD OF COUNTY COMMISSIONERS

SHON SMITH, Chairman

KEVIN OVERBAY, Commissioner

BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board



CHELAN COUNTY ADMINISTRATOR CATHY MULHALL

Meeting Date & Time:

Tuesday, September 8, 2026

Discussion:

1. HR Director Yvonne Mayorga RE Exempt Status
2. Administrative Update

Action:

1. Amendment #10 Agreement for Provision of Services by and between Carelon Behavioral Health, Inc. and Chelan County
2. Resolution RE: Appointment of Wolfgang Puls and Scott Bradshaw to serve on the Chelan County Board of Equalization
3. Hiring Freeze Authorization – Public Works, Truck Driver Laborer
4. Notice of Hearing RE: Debatable Emergency and Supplemental Budget Appropriation

**AMENDMENT #10 TO
AGREEMENT FOR PROVISION OF SERVICES
BY AND BETWEEN
CARELON BEHAVIORAL HEALTH, INC.
AND
CHELAN COUNTY**

This TENTH amendment ("Amendment") amends Agreement for Provision of Services ("Agreement") entered into by and between Carelon Behavioral Health, Inc. ("Carelon") and Chelan County ("Vendor"). Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

WHEREAS, the Agreement permits amendments to the Agreement by Carelon and Vendor; and

WHEREAS, Carelon and Vendor desire to amend the Agreement to make certain changes to it.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended as follows, effective **July 1, 2026**:

1. Exhibit A.A9 Scope of Work Chelan County Behavioral Health Mobile Co-Response Unit (BAU) is removed in its entirety and replaced with Exhibit A.A10 Scope of Work Chelan County Behavioral Health Mobile Co-Response Unit (BAU).
2. This Amendment shall be effective upon the date set forth by Carelon following signature by both Carelon and Vendor.
3. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect without modification.
4. Scope of work pursuant with contract terms between Carelon and Health Care Authority as dictated in contract amendment dated July 1, 2026.

CHELAN COUNTY

CARELON BEHAVIORAL HEALTH, INC.

By: _____

By: _____

Title: _____

Title _____

Date _____

Date _____

TIN: 91-6001297

Exhibit A.A10: Scope of Work
Chelan County Behavioral Health Mobile Co-Response Unit (BAU)

In addition to the obligations set forth elsewhere in this Agreement, Carelon and Vendor agree to comply with the following requirements outlined in this Scope of Work of Carelon's contract with the Washington Health Care Authority. In the event of any conflict between the provisions of the Agreement and this Scope of Work, the provisions of this Scope of Work control.

I. Program Overview.

- (1) Chelan County will maintain its existing Behavioral Health Mobile Co-Response Unit (BHU) which includes a Mental Health Professional. The Co-Responder Mental Health Professional (MHP) will facilitate law enforcement's access to serve the residents of Chelan County. The Co-Responder MHP is responsible for assisting individuals during a behavioral health crisis with direct referrals and coordination of care for available services and resources identified during outreach. The BHU proactively responds to calls for individuals with a behavioral health concern as they occur and provide additional outreach support to individuals.
- (2) Additionally, the BHU performs proactive outreach to individuals who are at risk or who have entered the criminal justice system with the goal of reducing recidivism as well as impacts upon the medical system (e.g., emergency room visits).
- (3) The BHU will emphasize outreach to rural communities in an effort to provide additional support to residents of Chelan County who experience barriers accessing care and services. Per the 2020 US Census Report, 14.5% of residents in Chelan County currently live in poverty, about 1.5 times higher than the state average and about 20% higher than the national average. Additionally, Chelan County, by population, has a higher percentage than the national average, of residents without health insurance under the age of 65 years old.

II. Program Requirements

- (1) The goals and objectives of the BHU are as follows:
 - a. Respond to calls (referrals) for individuals in a behavioral health crisis or at risk for crisis and refer to appropriate social services/treatment.
 - b. Respond to calls (referrals) for individuals with a behavioral health issue who are at risk of arrest or who have been arrested and refer them to the appropriate social services/treatment.
 - c. Proactively dispatch to any call where a behavioral health crisis is suspected.
 - d. Prioritize cases involving individuals who:
 - i. are a danger to the community or self.
 - ii. pose a threat to officer safety.
 - iii. are high utilizers of emergency services.
 - iv. or have escalating behaviors.
 - e. Increase connection to services for unmet needs correlated with criminal justice system involvement (e.g., shelter, food).

- f. Respond to calls for services when requested regardless of current location in an effort to reduce uniformed law enforcement officer time spent on behavioral health related calls.
 - g. Relieve routine patrol responses to get officers back into service as quickly as possible.
 - h. Reduce the number of arrests and emergency department admissions.
 - i. Identify treatment gaps in the county and promote new approaches that improve behavioral health and social services, in an effort to prevent future mental health events.
- (2) Vendor will work to identify the best system to enter data to facilitate access by service providers.

III. Maximum Contract Amounts.

- (1) Carelon shall have no obligation to pay for costs or claims in excess of the amounts listed below for the identified periods, unless this contract is amended pursuant to the terms of the Agreement.
- c. Capital Purchases made using funds in this agreement are to be utilized explicitly for the funded program under which the purchase was made. Assets for this program will be used at the level of 90% specifically. De minimus use will be allowed. If the program funding is discontinued, the State of Washington can decide to re-purpose the assets for the benefit of this or other programs. Capital purchases may include technology and transportation and other costs associated with operations.
 - i. Capital purchases \$5,000 and over must receive prior approval from Carelon.
 - ii. When vehicle purchases are approved, a vehicle usage policy must be submitted to Carelon for approval.
 - 1. The vehicle usage policy shall include maintenance of a Vehicle Usage Log to track at a minimum, the following data: trip date, driver identification, passenger identification, destination and trip end time.
 - 2. Vendor agrees, at its sole expense, to obtain and maintain the following vehicle insurance:
 - a. Comprehensive motor vehicle coverage subject to limits of at least \$1,000,000 for any one person, \$1,000,000 for any one accident for bodily injury, and \$1,000,000 for property damage, and uninsured motorist.
 - b. A Transportation Log shall be kept, separate from any Vehicle Usage Log, to track public transportation provided to Carelon Eligible Individuals funded under this agreement. When utilized, a copy of the Transportation Log shall be included with the monthly invoice.
 - c. The Transportation Log shall include a client ID, the date of purchase, the type of transportation purchased, the cost and the fund source.

(2) Definitions:

- a. Payment Method:

- i. Capacity means the Vendor will submit monthly invoices to Carelon for the funding period total divided by the number of months in the funding period.
 - ii. Cost Reimbursement means the Vendor will submit monthly invoices to Carelon for the deliverable, performance measure, or actual costs to be reimbursed up to the contract maximum. At a minimum, invoices should include itemization of staff time (hourly rate multiplied by hours worked, plus taxes and benefits), overhead, supplies, and deliverables. Supporting documentation for invoices such as receipts and timesheets must be made available to Carelon upon request.
 - iii. Deliverable Based- means the Facility/Vendor will submit invoices to Carelon for the timely completion of a deliverable after submission to and acceptance by Carelon. At a minimum, the invoice should include a description of the completed deliverable as outlined in the deliverable table, the date submitted to Carelon, and the name of the authorized personnel who verified the deliverables completion.
 - iv. Staffing means the Vendor will submit monthly invoices to Carelon for the funding period total divided by the number of months in the funding period to obtain reimbursement for the funded staff. Invoices should not be submitted for vacant funded positions. If invoices are submitted for vacant funded positions they will not be paid. At a minimum, invoices should include the name and FTE for each position invoiced.
 - 1. With Carelon Account Director prior approval, funds may be used for recruiting costs to fill vacant funded positions.
 - b. Transportation Log means a log kept when public transportation such as bus passes, Uber, Lyft, or Taxis are provided to Carelon Eligible Individuals funded under this agreement.
 - c. Vehicle Usage Log means a log that tracks the usage of vehicles purchased with Carelon funds.
- (3) The following table outlines the maximum amounts funded under this contract for the stated period. Unspent funds from the first 6-month period may be spent in the second 6-month period. Unspent funds do not carry over after June 30 of the stated period.
- (4) Monitoring Vendor spending against the funds allocated in this Amendment is the responsibility of Vendor. Carelon supports this responsibility by providing Vendor with periodic Finance Memos that include payments made by Carelon to Vendor and any remaining funds available for that fiscal year.
- (5) Vendor shall not use any awarded funding to provide or subcontract for direct services as defined by the Service Encounter Reporting Instruction (SERI) guide.
- (6) Invoices shall be submitted monthly within 20 calendar days of the end of the month being billed. **Invoices not received within these timeframes may be denied for payment.**
- a. Invoices shall be submitted to the following email address, which is monitored multiple times each day: BehavioralHealth_WAASO@carelon.com.

Table 1.A10
Maximum Contract Amounts
July 1, 2026– June 30, 2027

Program or Service	Payment Method	Fund Source	Funding Period		
			July 2026 – Dec 2026	Jan 2027 – June 2027*	Total FY7
Co-Responder Program (.75 MHP FTE)	Staffing	MHBG Co-Responder	\$34,091	\$34,091	\$68,182
Co-Responder Program (.25 MHP FTE)	Staffing	SABG Co-Responder	\$11,364	\$11,364	\$22,727
Grand Total					\$90,909

*** Contingent upon Carelon's receipt of signed HCA Amendment confirming funding for this period.**

IV. Compliance.

- (1) Accountability & Oversight.- Regardless of any provision to the contrary, Washington State Health Care Authority (herein also referred to as 'Payor') or their respective designees, oversee and monitor the provision of services to individuals on an on-going basis and remain accountable and responsible for compliance with the terms and conditions of their respective contract, regardless of the provisions of the Agreement or any delegation of administrative activities or functions to Carelon.
- (2) The Vendor shall maintain Policy and Procedures that demonstrate compliance with contractual requirements and provide us copies upon request.
- (3) Comply with all applicable state and federal laws, rules, and regulations related to services rendered to Eligible Individuals, and applicable requirements of the Carelon and Washington State Health Care Authority contract.
- (4) Comply with Carelon's Program Integrity requirements and HCA approved Program Integrity policies and procedures.
- (5) Implement procedures to screen Employees, Contractors, Subcontractors, Volunteers, and Board of Directors to ensure individuals are not excluded from participation in Federal programs. Screening will be completed upon hire and monthly thereafter.
- (6) Debarment and Suspension
 - a. The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3- year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - b. Should the Contractor or Subrecipient not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

(7) Certification Regarding Lobbying

- a. Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative contracts from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative contract. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative contract must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative contracts EXCEEDING \$100,000 in total costs (45 CFR Part 93).
- b. The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.
 - ii. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
 - iii. The undersigned shall require that the language of this certification be included in the award documents for all Subcontracts at all tiers (including Subcontracts, contracts under grants, loans and cooperative contracts) and that all sub-recipients shall certify and disclose accordingly.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(8) Certification Regarding Environmental Tobacco Smoke

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities

where WIC coupons are redeemed.

- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
 - c. By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- (9) For each publication that results from SAMHSA grant-supported activities, the Vendor must include an acknowledgment of grant support using one of the following statements:
 - a. "This publication was made possible by Grant Number (MHBG 93.958, SUPRTS 93.959 or MRSS 93.104) from SAMHSA."
 - b. "The project described was supported by Grant Number (MHBG 93.958, SUPRTS 93.959 or MRSS 93.104) from SAMHSA."
 - c. Vendor also must include a disclaimer stating the following:
 - i. "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the SAMHSA."
- (10) Guard against Fraud, Waste and Abuse by creating a Compliance Plan that includes:
 - a. Implementing written policies, procedures and standards of conduct, including whistleblower protection
 - b. Designating a Compliance Officer and Compliance Committee
 - c. Conducting effective ongoing training and education of employees and volunteers
 - d. Developing effective lines of communication
 - e. Enforcing standards through well-publicized disciplinary guidelines
 - f. Conducting internal monitoring and auditing
 - g. Responding promptly to detected offenses and developing corrective actions.
- (11) Participate in Carelon required or HCA sponsored Quality Improvement activities.
- (12) Keep records necessary to adequately document services provided in a manner consistent with state and federal laws and regulations.
- (13) Provide Carelon and/or Payors with timely access to records, information and data necessary for Carelon and/or Payors to meet their respective obligations under their contract.
- (14) Submit all reports and clinical information required by Carelon and/or Payors that may be required by contract(s) and to ensure the quality, appropriateness and timeliness of contracted services.
- (15) Notify Carelon when a Washington State entity performs any audit related to the activities contained in this

contract, and submit any report and corrective action plan related to the audit to Carelon.

V. Additional Provisions Required of the Washington State Health Care Authority (HCA).

- (1) Vendor shall not subcontract services identified in this contract without the express permission of Carelon Behavioral Health. Carelon will respond in a timely manner to subcontracting requests and clearly communicate feedback about potential Subcontractor(s) and Subcontract language. In the event Subcontracting is approved, all requirements contained in this contract must be included in any Subcontract.
- (2) Vendor shall accept Tribal court orders from Tribes located within the state on the same basis as state court orders (RCW 71.34.312(2) and RCW 71.05.337(2)).
- (3) The Vendor shall develop a statement of individual participants rights applicable to the service the Vendor is certified to provide. The statement of individual participant right shall guarantee that each individual has the following rights:
 - a. To be treated with respect and with due consideration for their dignity and privacy.
 - b. To be free to exercise their rights and to ensure that to do so does not adversely affect the way the Vendor treats the Individual.
- (4) Participate in training when requested by the HCA. Exceptions must be in writing and include a plan for how the required information shall be provided to staff.
- (5) Vendor shall investigate and disclose to Carelon and HCA immediately upon becoming aware of any person in their employment who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XX of the Social Security Act since the inception of those programs.
- (6) Vendor shall require nondiscrimination in employment and Individual services.
 - a. Vendor shall not discriminate on the bases enumerated at RCW 49.60.530(3); Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq., and 28 C.F.R. Part 35. In addition, Vendor shall give written notice of this nondiscrimination requirement to any labor organization with which Vendor has a collective bargaining or other agreement.
 - b. Vendor shall cooperate and comply with any Washington state agency or federal agency investigation regarding any allegation that Vendor has engaged in discrimination prohibited by this contract.
 - c. Notwithstanding any provision to the contrary, HCA may suspend the Vendor, upon written notice from HCA for a failure to participate and cooperate with any state or legal agency investigation into alleged discrimination prohibited by this contract. Any such suspension will remain in place until HCA determines that the Vendor is cooperating with the investigating state or federal agency. If the Vendor is determined by HCA to have engaged in discrimination under any of the provisions identified in this Section, HCA may terminate this contract in whole or in part, and the Vendor may be referred for Debarment as provided in RCW 39.26.200. HCA, in its sole discretion, may give the Vendor a reasonable time in which to cure the noncompliance, including implementing conditions consistent with any relief or settlement agreement.
 - d. Notwithstanding any provision in this contract to the contrary, in the event of contract termination or suspension for engaging in discrimination, the Vendor shall be liable for damages as authorized by law. Any such damages are distinct from any penalties imposed under chapter 49.60 RCW or applicable

law or provision of this contract.

- e. Nothing in this Section shall preclude HCA from requiring a Corrective Action Plan or imposing sanctions or liquidated damages as authorized by this contract.
- (7) Vendor shall conduct criminal background checks and maintain related policies and procedures and personnel files consistent with requirements in RCW 43.43 and WAC 246-341.
 - (8) Vendor shall comply with Carelon's Fraud and Abuse policies and procedures.
 - (9) Vendor shall not assign this Agreement without Carelon's written agreement.
 - (10) Vendor shall accept payment from Carelon as payment in full and shall not request payment from HCA or any Eligible Individual for Covered Services performed under this Agreement.
 - (11) Vendor agrees to hold harmless HCA and its Employees, CMS and its Employees, and all enrollees served under the terms of this Agreement in the event of non-payment by Carelon. Vendor further agrees to indemnify and hold harmless HCA and its Employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against HCA or its Employees through the intentional misconduct, negligence, or omission of Vendor, its Agents, Officers, Employees or Contractors.
 - (12) If, at any time, Carelon determines that Vendor is deficient in the performance of its obligations under the Agreement, Carelon may require Vendor to develop and submit a Corrective Action Plan (CAP) that is designed to correct such deficiency.
 - a. Carelon shall approve, disapprove, or require modifications to the corrective action plan based on its reasonable judgment as to whether the corrective action plan will correct the deficiency.
 - b. Vendor shall, upon approval of Carelon, immediately implement the corrective action plan, as approved or modified by Carelon.
 - c. Vendor's failure to implement any corrective action plan may, in the sole discretion of Carelon, be considered breach of the Agreement, subject to any and all contractual remedies including termination of the Agreement with or without notice.
 - (13) If the Vendor is a faith-based organization (FBO), it shall meet the requirements of 42 CFR Part 54 as follows:
 - a. Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment Vendors.
 - b. The FBO shall facilitate a referral to an alternative Vendor within a reasonable time frame when requested by the recipient of services. The FBO shall report to the Contractor all referrals made to alternative Vendors.
 - c. The FBO shall provide individuals served with a notice of their rights.
 - d. The FBO provides individuals served with a summary of services that includes any inherently religious activities.
 - e. Funds received from the FBO must be segregated in a manner consistent with federal regulation.
 - f. No funds may be expended for religious activities.

(14) Performance Evaluation. Carelon shall:

- a. At its discretion, upon reasonable notice during normal business hours, perform periodic programmatic and financial reviews. These may include on-site inspections and audits by Carelon or its agents of the records of Vendor relating to the provision of contracted services.
- b. Provide reasonable notice to Vendor prior to any on-site visit to conduct an audit and further notify Vendor of any records Carelon wishes to review.
- c. Review and evaluate Vendor for its successful performance of all contractual obligations and its compliance with the terms of the Agreement.
- d. Inform Vendor of the results of any performance evaluations and of any dissatisfaction with Vendor's performance and reserve the right to demand a corrective action plan or to terminate the Agreement.

(15) Loss of Program Authorization

- a. Should any part of the work under this contract relate to a state program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which authority has been withdrawn, or which is the subject of a legislative repeal), Vendor must do no work on that part after the effective date of the loss of program authority.
- b. If Vendor works on a program or activity no longer authorized by law after the date the legal authority for the work ends, the Vendor will not be paid for that work. If Vendor was paid in advance to work on a no-longer-authorized program or activity and under the terms of this contract the work was to be performed after the date the legal authority ended, the payment for that work must be returned. However, if the Vendor worked on a program or activity prior to the date legal authority ended for that program or activity, and the state included the cost of performing that work in its payments to the Vendor, the Vendor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

(16) If a Vendor receives FBG funds, an annual fiscal review will be conducted regardless of reimbursement methodology. The Vendor shall provide Carelon with requested documentation to comply with fiscal review requirements. Requested documents may include, but are not limited to, the following:

- a. An accounting of FBG expenditures by revenue source.
- b. Confirmation that no expenditures were made for items prohibited by this contract.
- c. Confirmation that expenditures were made only for the purposes stated in this contract, and for services that were actually provided.
- d. FBG funds cannot be used for the following:
 - i. Construction and/or renovation.
 - ii. Capital assets or the accumulation of operating reserve accounts.
 - iii. Equipment costs over \$5,000.
 - iv. Cash payments to Consumers.

(17) If a Facility receives Federal funding, Facility shall comply with all applicable rules and regulations stated in the HHS Grants Policy Statement.

(18) Federal funds cannot be used for the following:

- a. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended...in full accordance with U.S. statutory...requirements.”); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned substance under federal law.
- b. Promotional items, which include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

(19) Term & Termination

- a. In addition to and notwithstanding the provisions set forth in the Agreement:
 - i. This Agreement may be terminated by either party for any reason upon ninety (90) days written notice to the other party.
- b. Any Scope of Work may be suspended or terminated by Carelon immediately upon written notice if:
 - i. Vendor is disqualified, terminated, suspended, debarred, or otherwise excluded from or ineligible for participation under the program or any other state or federal government-sponsored health program; or
 - ii. The Agreement is terminated or not renewed.

VI. Mental Health Block Grant (MHBG): If MHBG funds are received the Vendor shall:

- (1) Follow all rules and regulations of CFDA 93.958 for provision of services for the Block Grants for Community Mental Health (MHBG) program when funding is used. For the purposes of this contract, the Vendor is designated a subrecipient.
- (2) Vendor may use block grant funds to help Individuals satisfy cost-sharing requirements for MHBG-authorized mental health services. The Vendor must ensure that:
 - a. The Vendor is a recipient of block grant funds.
 - b. Cost-sharing is for a block grant authorized service.
 - c. Payments are in accordance with MHBG laws and regulations.
 - d. Cost-sharing payments are made directly to the Vendor of the service; and
 - e. A report is provided to Carelon upon request that identifies:

- i. The number of Individuals provided cost-sharing assistance.
 - ii. The total dollars paid out for cost-sharing; and
 - iii. Vendors who received cost-sharing funds.
- (3) Deliver MHBG services as described in the regional MHBG Project Plan for the current fiscal year approved by Carelon and the Health Care Authority.
 - (4) Provide MHBG services to promote recovery for an adult with a Serious Mental Illness (SMI) and resiliency for Serious Emotional Disturbance (SED) children in accordance with federal and state requirements.
 - (5) Ensure that MHBG funds are used only for services to individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid as described in the following table:

Benefits	Services	Use MHBG Funds	Use Medicaid
Individual is not a Medicaid recipient	Any Allowable Type	Yes	No
Individual is a Medicaid recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid recipient	Not Allowed under Medicaid	Yes	No

- (6) MHBG funds may not be used to pay for services provided prior to the execution of this Exhibit, or to pay in advance of service delivery. All contracts and amendments must be in writing and executed by both parties prior to any services being provided.
- (7) Participate in annual peer review by individuals with expertise in the field of mental health treatment when requested by HCA (42 U.S.C. 300x-53 (a) and 45 C.R.R. 96.136, MHBG Service Provisions).
- (8) Send a representative to the regional Behavioral Health Advisory Board meetings to report on program data and results.
- (9) Participate in quarterly check-in meetings with Carelon to provide program updates and share successes/barriers.

VII. Substance Use Prevention, Treatment and Recovery Services Block Grant (SUPRTS): If SUPRTS funds are received the Vendor shall:

- (1) Follow all rules and regulations of CFDA 93.959 for provision of services for the Substance Use Prevention, Treatment and Recovery Services Block Grant (SUPTRS) program when funding is used. For the purposes of this contract, the Vendor is designated a subrecipient.
- (2) Meet the needs of priority populations, in priority order below, as identified in the SUPTRS or by HCA, including but not limited to:
 - a. Pregnant individuals injecting drugs.
 - b. Pregnant individuals with SUD.

- c. Women with dependent children, and.
 - d. Individuals who are injecting drugs or substances.
 - e. The following additional priority populations, in no particular order:
 - i. Postpartum women (up to one year, regardless of pregnancy outcome).
 - ii. Patients transitioning from residential care to outpatient care.
 - iii. Youth, and.
 - iv. Offenders
- (3) The Vendor shall ensure that all services and activities provided under this contract shall be designed and delivered in a manner sensitive to the needs of a diverse population.
- (4) The Vendor shall initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention or other appropriate services, for ethnic minorities and other diverse populations in need of services under this contract as identified in their needs assessment.
- (5) For SUPTRS funded services, the Vendor shall ensure the following:
- a. Within available resources, ensure that SUPTRS services are not denied to any Eligible Individual regardless of:
 - i. The individual's drug(s) of choice.
 - ii. The fact that the individual is taking FDA approved medically-prescribed medications, and
 - iii. The fact that the individual is using over the counter nicotine cessation medications or actively participating in a nicotine replacement therapy regimen.
 - b. Deliver SUPTRS services as described in the regional SUPTRS Project Plan for the current fiscal year approved by Carelon and the Health Care Authority.
 - c. Ensure that SUPTRS funds are used only for services to individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid as described in the following table:

Benefits	Services	Use SUPTRS Funds	Use Medicaid
Individual is not a Medicaid recipient	Any Allowable Type	Yes	No
Individual is a Medicaid recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid recipient	Not Allowed under Medicaid	Yes	No

- (6) SUPTRS funds may not be used to pay for services provided prior to the execution of this Exhibit, or to pay in

advance of service delivery. All contracts and amendments must be in writing and executed by both parties prior to any services being provided.

- (7) Participate in annual peer review by individuals with expertise in the field of drug abuse treatment when requested by HCA (42 U.S.C. 300x-53 (a) and 45 C.R.R. 96.136).
- (8) Send a representative to the regional Behavioral Health Advisory Board meetings to report on program data and results.
- (9) Participate in quarterly check-in meetings with Carelon to provide program updates and share successes/barriers.
- (10) Vendor shall ensure compliance with tuberculosis screening, testing and referral, in accordance with (42 USC 300x-24(a) and 45 CFR 96.127), in the following manner:
 - a. Coordinating with other public entities to make tuberculosis services available to each Eligible Individual receiving SUPTRS-funded SUD treatment.
 - b. The services will include tuberculosis counseling, testing, and providing for or referring infected with tuberculosis for appropriate medical evaluation and treatment.
 - c. In the case of an Eligible Individual in need of treatment service who is denied admission to the tuberculosis program on the basis of lack of capacity, the Vendor will refer the Eligible Individual to another Vendor of tuberculosis services.
 - d. contract for case management activities to ensure the Eligible Individuals receive tuberculosis services.

VIII. D

IX. Reporting Requirements.

- (1) Provision of required reports is a condition for payment.
- (2) Failure to meet reporting requirements may result in a Corrective Action Plan (CAP)
- (3) Unless there is an established SFTP site with Carelon, reports should be submitted to the following email address, which is monitored multiple times each day: BehavioralHealth_WAASO@carelon.com. The name of the report should be included in the email subject line.
- (4) If applicable, a copy of the transportation log shall be included with the monthly invoice.
- (5) If MHBG funding is received Vendor shall:
 - a. Using the template provided by Carelon, the Vendor shall submit a MHBG Monthly Service Report by the 20th of each month.
 - b. Using the template provided by Carelon, the Contractor shall submit an MHBG Annual Progress Report by July 1.
- (6) If SUPTRS funding is received the Vendor shall:
 - a. Using the template provided by Carelon, the Vendor shall submit a SUPTRS Monthly Service Report

by the 20th of each month.

- b. Using the template provided by Carelon, the Vendor shall submit an SUPTRS Annual Progress Report by July 1.
- (7) Vendor will submit a co-responder quarterly report describing the aggregate number of Individuals served by the co-responder and a narrative describing successes and challenges. The quarterly report is due July 20 (April-June), October 20 (July-September), January 20 (October -December), and April 20 (January-March).
- (8) Vendor will report monthly metrics using the Co-Responder Report template provided by Carelon. Report due by the 20th of the following month.

RESOLUTION NO 2026-_____

**RE: APPOINTMENT OF WOLFGANG PULS
TO THE CHELAN COUNTY BOARD OF EQUALIZATION**

WHEREAS, a vacancy occurred on the Chelan County Board of Equalization for Position representing District 3, due to the expiration of the term on June 1, 2026; and

WHEREAS, pursuant to RCW 84.48.014, the County Board of Equalization shall consist of not less than three nor more than seven members, including alternates; and

WHEREAS, pursuant to RCW 84.48.014, the Board of Chelan County Commissioners is authorized to appoint members to the Chelan County Board of Equalization; and

WHEREAS, it has been recommended that Wolfgang Puls be appointed to serve as a member of the Chelan County Board of Equalization for a full three-year term;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Chelan County Commissioners hereby appoints Wolfgang Puls to serve as a member of the Chelan County Board of Equalization for a full three-year term, beginning September 8, 2026, and ending September 7, 2029.

Dated at Wenatchee, Washington on this 8th day of September, 2026.

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

KEVIN OVERBAY, COMMISSIONER

Clerk of the Board

BRAD HAWKINS, COMMISSIONER

RESOLUTION NO 2026-_____

**RE: APPOINTMENT OF SCOTT BRADSHAW
TO THE CHELAN COUNTY BOARD OF EQUALIZATION**

WHEREAS, a vacancy occurred on the Chelan County Board of Equalization for Position representing District 2, due to the expiration of the term on June 1, 2026; and

WHEREAS, pursuant to RCW 84.48.014, the County Board of Equalization shall consist of not less than three nor more than seven members, including alternates; and

WHEREAS, pursuant to RCW 84.48.014, the Board of Chelan County Commissioners is authorized to appoint members to the Chelan County Board of Equalization; and

WHEREAS, it has been recommended that Scott Bradshaw be appointed to serve as a member of the Chelan County Board of Equalization for a full three-year term;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Chelan County Commissioners hereby appoints Scott Bradshaw to serve as a member of the Chelan County Board of Equalization for a full three-year term, beginning September 8, 2026, and ending September 7, 2029.

Dated at Wenatchee, Washington on this 8th day of September, 2026.

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

KEVIN OVERBAY, COMMISSIONER

Clerk of the Board

BRAD HAWKINS, COMMISSIONER



AUTHORIZATION REQUEST FORM – EXCEPTION TO HIRING FREEZE

Effective November 3, 2025 (Per County Hiring Freeze Memo)

Instructions for Submission

- Complete this form and attach any supporting documentation.
- Submit to the **Human Resources Department** for initial review.
- Human Resources will forward the request to the **County Administrator** and **Board of Commissioners** for final authorization.

Section 1 – Department Information

Department Name: Chelan County Public Works

Department Head / Elected or Appointed Official: Eric Pierson

Date of Request: 8/31/2026

Section 2 – Position Information

Position Title: Truck Driver/Laborer - Equipment Operator I

Position Type: ☒ Full-Time ☐ Part-Time

Position Status: ☐ New Position ☒ Replacement Position

Number of Positions Requested: 1

Classification / Pay Grade: RC03H

Section 3 – Justification for Exception

Please select the applicable exception type:

☐ **Grant-Funded Position** – Provide the grant name, grant amount, funding source, and expiration date.

☒ **Critical to Operations** – Provide a detailed justification explaining why this position is essential to maintaining critical services, public safety, or operational continuity.

Justification Narrative:

(Attach additional pages if necessary)

This position is vital to the maintenance operations of the County.

Section 5 – Department Head Certification

I certify that the information provided above is accurate and that this position meets the criteria for an exception as defined in the County's Hiring Freeze Memo dated November 3, 2025.

Department Head / Elected or Appointed Official

Print Name: ERIC PIERSON

Signature: 

Date: 8/31/26

Section 7 – Board of Commissioners Action

☐ Approved

☐ Denied

Commissioner Signatures:

Commissioner: _____ Date: _____

Commissioner: _____ Date: _____

Commissioner: _____ Date: _____

NOTICE OF HEARING

RE: Debatable Emergency and Supplemental Budget Appropriation – additional budget expenditures not anticipated when preparing 2026 budget and done so in accordance with RCW 36.40.140

NOTICE IS HEREBY GIVEN that the Chelan County Board of Commissioners will conduct a public hearing to consider debatable emergency budget appropriations and budget reductions totaling \$754,566 for various funds.

The Public Hearing is scheduled for:
September 28, 2026 at 10:00 am, or as soon thereafter as possible, at the Chelan County Administration Building, located at 400 Douglas Street, Wenatchee, WA

PUBLIC PARTICIPATION: All interested parties may attend the hearing and provide testimony orally.

Dated at Wenatchee, Washington the September 8, 2026.

BOARD OF COMMISSIONERS FOR CHELAN COUNTY

SHON SMITH, CHAIRMAN

KEVIN OVERBAY, COMMISSIONER

BRAD HAWKINS, COMMISSIONER

ATTEST: ANABEL TORRES

Clerk of the Board

Community Development BOCC Agenda

09/08/2026

Action:

1. Refund Request – BP 240440



CHELAN COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
316 WASHINGTON STREET, SUITE 301, WENATCHEE, WA 98801
TELEPHONE: (509) 667-6225 FAX: (509) 667-6475

AGENDA MEMO

To: Board of Chelan County Commissioners
From: Sean Williams, Permit Technician
Via: Deanna Walter, Director of Community Development

Subject: Refund request for Commercial building permit BP 240440 submitted by Applicant Michael J. Williams (Fire Chief) on behalf of Owner Chelan County Fire District No. 5 (Manson) for a total amount of \$2094.90.

Agenda Time: 10 minutes

Exhibits Attached:

1. Copy of receipt (#24-01857) for permit fees, dated August 21, 2024
2. Email from Fire Chief Michael J. Williams, on behalf of Chelan County Fire District No. 5

Expenditure	Amount	Appropriation
Required: \$ 2094.90	Budgeted: \$ 0	Required: \$ 0

Funding Source:

010.020.32210.01.000 Building Permit

Previous BOCC Action: N/A

Narrative:

BP 240440 was submitted through Chelan County Community Development for a new Commercial Structure, a new firefighting training facility to include, 1920 sq ft main floor, 960 sq ft 2nd floor and 320 sq ft 3rd floor. BP 240440 was approved and issued 8/21/2024. In an email dated 9/2/2026, Fire Chief Michael Williams stated the District has decided not to proceed with the project as permitted. He requests a refund of the Building Permit fee in the amount of \$2094.90.

Please find below the Department of Community Development Index of Record:

1. Chelan County Fire District No. 5 is the primary owner of the property located at 2010 Wapato Lake Road in Manson, WA and further identified as parcel # 28-21-25-420-025.
2. On 6/25/2024, BP 240440 was created for the new Commercial Structure permit, and after payment on 7/22/2024, was processed for commercial permitting review.

3. The permit Site Plan and Zoning Review was completed on 7/23/2024, and proceeded into Plan review which was completed on 8/2/2024. The permit was then reviewed by outside agencies, which were completed 8/20/2024.
4. The permit was issued on 8/21/2024 after final payment was received.
5. Between 8/21/2024 and the email communication received on 9/2/2024, there was no construction activity towards any inspections.
6. The email for refund request was received on 9/2/2026.
7. Pursuant to Resolution 2025-57, Revised Fee Schedule, the following building permit fees were paid upon permit submittal:

Zoning Review – Commercial Industrial	= \$ 275.00
Building Plan Review	= \$ 1361.69
Building Permit	= \$ 2094.90
State Building Code Surcharge – Commercial	= \$ 25.00
Fire Review Comments	= \$ 75.00

Total Fees Paid = \$ 3831.59

Requested permit fees to be refunded:

Building Permit = \$ 2094.90

Refund Amount = \$ 2094.90

8. Pursuant to CC Code §3.24.060, Full or partial requests for refunds of application fees paid must be made in writing to the board of county commissioners. The board of Chelan County commissioners has the sole authority to approve or reject such requests. Only those fees required by the department of community development may be refunded.

Recommended Action:

The Administrator recommends **Approval** of the requested waiver/reimbursement of building permit fees associated with **BP 240440**.

Suggested Motion: Approve the requested waiver of building permit fees in the amount of **\$2094.90**

The following refund in the amount of **\$2094.90** is hereby

Approved by Chelan County Commissioners

Shon Smith, Chairman

Date: _____

Exhibit 1 (Attached)

Exhibit 2 (Attached)



Chelan County
Department of Community Development

Receipt Number: 24-01857

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

Payer/Payee: FIRE DISTRICT NO 5
PO BOX 71
MANSON WA 98831

Cashier: AUDREY.SCHWINKEN
DORF

Date: 08/21/2024

BP 240440 NEW COMMERCIAL STRUCTURE

2010 Wapato Lake Rd Manson, WA 98831

<u>Fee Description</u>	<u>BARS Number</u>	<u>Fee Amount</u>	<u>Amount Paid</u>	<u>Fee Balance</u>
Building Permit	010.020.32210.01.000	\$2,094.90	\$2,094.90	\$0.00
State Building Code Surcharge - Commercial	652.024.38689.00.000	\$25.00	\$25.00	\$0.00
		\$2,119.90	\$2,119.90	\$0.00
		TOTAL PAID:	\$2,119.90	

<u>Payment Method</u>	<u>Reference Number</u>	<u>Payment Amount</u>
CHECK	32742	\$2,119.90
Total:		\$2,119.90

Notes :

Project Information

<u>Permit #</u>	<u>Permit Type</u>	<u>Project Description</u>	<u>Parcel #</u>
BP 240440	BPC-NEW	NEW FIRE FIGHTING TRAINING FACILITY TO INLCUDE 1920 SQ FT MAIN FLOOR; 960 SQ FT 2ND FLOOR; 320 SQ FT 3RD FLOOR	282125420025

Project Contacts

<u>Permit #</u>	<u>Name</u>	<u>Association</u>	<u>Address</u>
BP 240440	FIRE DISTRICT NO 5	APPLICANT	PO BOX D, MANSON, WA 98831
	FIRE DISTRICT NO 5	OWNER	PO BOX D, MANSON, WA 98831

Previous Related Payments

<u>Receipt #</u>	<u>Receipt Date</u>	<u>Fee Description</u>	<u>BARS Number</u>	<u>Amount Paid</u>	<u>Permit #</u>
24-01583	07/22/2024	Building Plan Review	010.020.34583.01.000	\$1,361.69	BP 240440
24-01583	07/22/2024	Zoning Review - Commercial Industrial	010.020.34583.02.000	\$275.00	BP 240440
24-01583	07/22/2024	Fire Review Comments	010.025.34583.04.000	\$75.00	BP 240440
Total:				\$1,711.69	

Sean Williams

From: Mike W <mikew@mansonfire.org>
Sent: Tuesday, September 1, 2026 5:03 PM
To: CD Build Applications
Cc: Josh Cavallo; Maddy Treat
Subject: Request to Cancel Building Permit BP 240440 and Refund Building Permit Fee
Attachments: BP 240440 Bldg Permit - unsigned.pdf

Josh,

Chelan County Fire Protection District No. 5 is requesting the cancellation of Building Permit BP 240440 for the proposed firefighting training facility located at 2010 Wapato Lake Road in Manson, parcel number 282125420025.

The District has decided not to proceed with the project as permitted. We understand that the plan review, zoning review, State Building Code surcharge, and fire review fees are nonrefundable. However, we respectfully request a refund of the refundable Building Permit fee in the amount of \$2,094.90.

Please issue the refund to:

Chelan County Fire Protection District No. 5
P.O. Box D
Manson, WA 98831

A copy of the permit is attached for reference. Please confirm the permit cancellation and let me know if the County requires a separate refund form, board authorization, or any additional documentation to process this request.

Thank you,

Michael J. Williams
Fire Chief
Chelan County Fire Protection District No. 5
(509) 687-3222
mikew@mansonfire.org