

PROPOSED AGENDA  
CHELAN COUNTY COMMISSIONERS  
MEETING OF APRIL 28 & 29

**MONDAY, APRIL 28, 2025**

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

Public Comment Period

Consent Agenda

1. Approval of Minutes
2. Vouchers as submitted and Listed
3. Payroll Changes:
  - a. Jason Ayers, District Court- Step Increase
  - b. Miriam Duenas, District Court- Step Increase
  - c. Krin Parmley, Ohme Gardens- New Hire
  - d. Matt Franklin, Sheriff- Rescind Retirement
  - e. Caroline Magnussen, Parks- New Hire
  - f. Dorothy Jean Cooper, Parks- New Hire
  - g. Leonard Weedman, Sheriff- Termination
  - h. Dorian Robles, Sheriff- Termination
  - i. Gwen Martin, Regional Justice Center- Step Increase
  - j. Oscar Hernandez, Regional Justice Center- Longevity Increase
  - k. Jeremy Cheever, Regional Justice Center- Longevity Increase
  - l. Eric Stevens, Regional Justice Center- Longevity Increase
  - m. Michael Wolfgang Kessler, Regional Justice Center- Step Increase
  - n. Mike Mudt, Expo- New Hire
4. Request to Solicit for Donations of Annual Leave for Treasurer's Employee

Board Discussion

10:00 A.M. County Administrator Cathy Mulhall

Discussion

1. Elected Salaries
2. Executive Session RE: Union Negotiations
3. Administrative Update

Action

1. Request for Sheriff to purchase LEFTA software suite
2. Resolution RE: Elected Official Salaries for 2025 and 2026
3. Resolution RE: Undersheriff Salary, Superseding Resolution 2019-49
4. Data Access Subscription Casual Use Agreement with Annabelle Mirhashemi
5. Data Access Subscription Casual Use Agreement with Darci Wilson
6. Regional Jail Chief Position Proposal

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

Discussion

1. Consultant Agreement with RLR Cultural Resources LLC for Reindeer Farm  
Riparian Project
2. Amendment No. 4 with WA Department of Ecology Dam Safety Office for Icicle-  
Peshastin Irrigation District Alpine Lakes Dam Safety Improvements
3. Award and Execute Agreement with Staton Forestry, LLC, for Upper Wenatchee  
FRB Chiwawa Road Machine Thinning Project
4. Service Contract with Elliott Consulting for Lower Chiwawa River Recreation  
Safety Assessment
5. Other

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

Action

1. Consultant Agreement with RLR Cultural Resources LLC for Reindeer Farm Riparian Project
2. Amendment No. 4 with WA Department of Ecology Dam Safety Office for Icicle-Peshastin Irrigation District Alpine Lakes Dam Safety Improvements
3. Award and Execute Agreement with Staton Forestry, LLC, for Upper Wenatchee FRB Chiwawa Road Machine Thinning Project
4. Service Contract with Elliott Consulting for Lower Chiwawa River Recreation Safety Assessment

11:00 A.M. Economic Services Director Ron Cridlebaugh

Discussion

1. Change Order #1 Cascade Central Construction
2. CPIF Agreement with Chelan County Dept. of Natural Resources
3. Executive Session – Real Estate
4. Department Update

Action

1. Change Order #1 Cascade Central Construction
2. CPIF Agreement with Chelan County Dept. of Natural Resources

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

**TUESDAY, APRIL 29, 2025**

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

**PUBLIC HEARING RE:** Cascade Natural Gas Franchise Agreement

**PUBLIC HEARING RE:** Malaga Water District Franchise Agreement

**BID AWARD:** Chelan County Brush Grinding (2025-2026)

Discussion

1. Interagency Agreement with Washington State Department of Enterprise Services Surplus Operations
2. Temporary Construction Easement Agreement with Juan G. Morfin and Marylene C. Rios for Totem Pole Road, Phase 1 Project, County Road Project 650 (CRP 650)
3. Supplement No. 3 to Agreement 2024-01 with Forsgren Associates, Inc. for Easy Street and School Street Intersection Project, County Road Project 738 (CRP 738)
4. Event Permit – Leavenworth Bike Fest Shotter Fest
5. Event Permit – Spring into Manson Car Show
6. Open Item

Action

1. Approve Interagency Agreement with Washington State Department of Enterprise Services Surplus Operations
2. Approve Temporary Construction Easement Agreement with Juan G. Morfin and Marylene C. Rios for Totem Pole Road, Phase 1 Project, County Road Project 650 (CRP 650)
3. Approve Supplement No. 3 to Agreement 2024-01 with Forsgren Associates, Inc. for Easy Street and School Street Intersection Project, County Road Project 738 (CRP 738)

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4. Approve Interagency Agreement with Washington State Department of Enterprise Services Surplus Operations
5. Approve Temporary Construction Easement Agreement with Juan G. Morfin and Marylene C. Rios for Totem Pole Road, Phase 1 Project, County Road Project 650 (CRP 650)
6. Approve Supplement No. 3 to Agreement 2024-01 with Forsgren Associates, Inc. for Easy Street and School Street Intersection Project, County Road Project 738 (CRP 738)

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

Discussion

1. Building Inspector Position Request
2. Refund BP 250178 Plain Vanilla LLC
3. Department Update

Action

1. Building Inspector Position
2. Refund BP 250178 Plain Vanilla LLC

11:00 A.M. Community Development Director Deanna Walter Re: Fee Schedule Workshop

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

**Upcoming External Commissioners' Meetings & Conferences**

***April 28, 2025***

- 8:10 A.M. KOZI Radio Interview | Commissioner Smith
- 12:00 A.M. LEOFF Disability Board | Commissioner Smith

***April 29, 2025***

- 8:40 A.M. KPQ Radio Interview | Commissioner Hawkins

***April 30, 2025***

- 9:30 A.M. Canvassing Board | Commissioner Smith
- 5:00 P.M. Chumstick Wildfire Town Hall | Commissioner Smith

***May 1, 2025***

- 9:00 A.M. NC OAC Meeting | Commissioner Overbay
- 1:00 P.M. MRSC Special Board Meeting | Commissioner Overbay
- 7:00 P.M. Malaga Colockum Council Meeting | Commissioner Overbay

***May 2, 2025***

- 8:00 A.M. OVOF Board Meeting | Commissioner Overbay
- 9:30 A.M. Canvassing Board | Commissioner Smith
- 1:00 P.M. Stem Panel Discussion | Commissioner Overbay

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

April 28, 2025  
9:00 A.M.  
Consent Agenda

- 1) Approval of Minutes
- 2) Vouchers as submitted and listed
- 3) Payroll Changes:
  - a) Jason Ayers, District Court- Step Increase
  - b) Miriam Duenas, District Court- Step Increase
  - c) Krin Parmley, Ohme Gardens- New Hire
  - d) Matt Franklin, Sheriff- Rescind Retirement
  - e) Caroline Magnussen, Parks- New Hire
  - f) Dorothy Jean Cooper, Parks- New Hire
  - g) Leonard Weedman, Sheriff- Termination
  - h) Dorian Robles, Sheriff- Termination
  - i) Gwen Martin, Regional Justice Center- Step Increase
  - j) Oscar Hernandez, Regional Justice Center- Longevity Increase
  - k) Jeremy Cheever, Regional Justice Center- Longevity Increase
  - l) Eric Stevens, Regional Justice Center- Longevity Increase
  - m) Michael Wolfgang Kessler, Regional Justice Center- Step Increase
  - n) Mike Mudt, Expo- New Hire
- 4) Request to Solicit for Donation of Annual Leave for Treasurer's employee

**CHELAN COUNTY COMMISSIONERS**  
**MEETING OF APRIL 21 & 22, 2025**

**MONDAY, APRIL 21, 2025**

**9:00:42 A.M.     Opening: Pledge of Allegiance**

Chairman Smith calls the meeting to order. Present for session are Commissioner Overbay, Commissioner Hawkins, County Administrator Cathy Mulhall, Budget Director Nicole Thompson, and Clerk of the Board Anabel Torres.

**9:01:21 A.M.     Public Comment Period**

Public comment provided by the following member of the public:

Dave Simmer

**9:10:53 A.M.     Consent Agenda**

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

1. Approval of Minutes
2. Vouchers as submitted and listed
3. Payroll Changes:
  - a) Weeds- Return to 40-hour schedule
  - b) Brenna Wyatt, Sheriff- Step Increase
  - c) Patricia Maxwell, CCRJC- Wage Increase
  - d) Travis Aasen, CRP Education- CCRJC-Wage Increase
  - e) Jay La Fever, Expo- Rehire
  - f) Judy Chastain- Resignation
  - g) Laura Brown- Transfer
  - h) Michael Shaw, Parks- Resignation
  - i) Kenneth Collum, Public Works- Step Increase
  - j) Jason Smith, Public Works- Step Increase
  - k) Anna Witherington, Economic Services- Step Increase
  - l) John Tamgin, Economic Services- Step Increase
  - m) Stephanie Gibbs, Community Development- Transfer
  - n) Bruce Rogerson, Ohme Gardens- Rehire

**9:11:17 A.M. Board Discussion**

**9:45:35 A.M. Executive Session Re: Potential Litigation**

Upon motion and second by Commissioners Overbay and Hawkins, the Commission unanimously approves to move into a 10-Minute Executive Session Pursuant to RCW R42.30.110(1)(i), to discuss with Chelan County Prosecuting Attorney Robert Sealby matters relating to potential litigation.

**9:56:36 A.M. Moved Back to Regular Session**

**10:57:08 A.M. County Administrator Cathy Mulhall**

Discussion

1. Administrative Update

**10:10:27 A.M. Action**

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

1. Consulting Contract between Chelan County BOCC and ConnectionsWA, LLC  
20250421A6-1
2. License and Indemnification Agreement with Washington State Apple Blossom  
Festival  
20240421A6-2
3. Memorandum of Agreement between Chelan County and AFSCME Regarding  
Corrections Deputies  
20240421A6-3
4. Memorandum of Agreement between Chelan County and AFSCME Regarding  
Corrections Supervisors  
20240421A6-4
5. Otis Service and Repair Order  
20240421A6-5

**10:12:42 A.M. Recess**

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

Discussion

1. Fire Danger Ratings and Burn Bans
2. CPIF
3. Department Update

**10:48:22 A.M. Executive Session: Real Estate**

Upon motion and second by Commissioners Overbay and Hawkins, the Commission unanimously approves to move into 10 minutes Executive Session Pursuant to RCW 42.30.110(b) to consider the selection site or acquisition of real estate by lease or purchase.

Extend Executive Session by 5 minutes– Public Notified

**10:59:01 A.M. Moved Back to Regular Session**

**11:02:34 A.M. Natural Resources Director Mike Kaputa**

Discussion

DNR- Keyna Bugner & Stephanie

**11:16:21 A.M. Executive Session: Real Estate**

Upon motion and second by Commissioners Overbay and Hawkins, the Commission unanimously approves to move into 10 minutes Executive Session Pursuant to RCW 42.30.110(b) to consider the selection site or acquisition of real estate by lease or purchase.

Extend Executive Session by 2 minutes– Public Notified

**11:29:06 A.M. Moved Back to Regular Session**

Discussion

1. Substantial Completion with Uribes Tree Service LLC for Malaga Orchard Removal Project
2. Change Order with J&K Earthworks for Lower Camas Meadows Restoration Project
3. Award and Execution of Agreement with 5 Star Forestry LLC for Upper Wenatchee FRB East Loop Hill Hand Thinning Project
4. Amendment 1 to Agreement with Natural Systems Design for Nason Creek RM 12 Project Support
5. Execute Agreement with Wildlands Inc. for Peshastin Creek Planting Project
6. Amendment to Agreement with Washington Conservation Corps for Bjork and Laresen Creeks Project Support
7. Agreement with Washington Recreation and Conservation Office for Derby Canyon Orchards Fish Barrier Replacement
8. Agreement with Washington Recreation and Conservation Office for Derby Canyon BNSF Railways Fish Barrier Replacement
9. Leavenworth Landscapes Community Wildfire Defense Grant Subaward Agreement with Sustainable Northwest
10. Leavenworth Landscapes Community Wildfire Defense Grant Subaward Agreement with Cascadia Conservation District
11. Leavenworth Landscapes Community Wildfire Defense Grant Subaward Agreement with Chumstick Wildfire Stewardship Coalition
12. Leavenworth Landscapes Community Wildfire Defense Grant Subaward Agreement with Chelan County Fire District 3

**11:42:46 A.M. Action**

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

1. Substantial Completion with Uribes Tree Service LLC for Malaga Orchard Removal Project 20240421A6-6
2. Change Order with J&K Earthworks for Lower Camas Meadows Restoration Project 20240421A6-7
3. Award and Execution of Agreement with 5 Star Forestry LLC for Upper Wenatchee FRB East Loop Hill Hand Thinning Project 20240421A6-8
4. Amendment 1 to Agreement with Natural Systems Design for Nason Creek RM 12 Project Support 20240421A6-9
5. Execute Agreement with Wildlands Inc. for Peshastin Creek Planting Project 20240421A6-10
6. Amendment to Agreement with Washington Conservation Corps for Bjork and Laresen Creeks Project Support 20240421A6-11
7. Agreement with Washington Recreation and Conservation Office for Derby Canyon Orchards Fish Barrier Replacement 20240421A6-12
8. Agreement with Washington Recreation and Conservation Office for Derby Canyon BNSF Railways Fish Barrier Replacement 20240421A6-13
9. Leavenworth Landscapes Community Wildfire Defense Grant Subaward Agreement with Sustainable Northwest 20240421A6-14
10. Leavenworth Landscapes Community Wildfire Defense Grant Subaward Agreement with Cascadia Conservation District 20240421A6-15
11. Leavenworth Landscapes Community Wildfire Defense Grant Subaward Agreement with Chumstick Wildfire Stewardship Coalition 20240421A6-16
12. Leavenworth Landscapes Community Wildfire Defense Grant Subaward Agreement with Chelan County Fire District 3 20240421A6-17

**11:52:18 A.M. Recess until Tuesday**



**TUESDAY, APRIL 22, 2025**

**9:29:48 A.M. Back in Session**

**9:30:00 A.M. Public Works Director Eric Pierson**

**9:30:28 A.M. Chairman Smith Closed the Bid Opening to Further Submissions for the following Project**

**9:31:00 A.M. BID OPENING: Chelan County Brush Grinding (2025-2026)**

20240421B1-1

**9:32:58 A.M. Bid Acceptance**

Upon motion and second by Commissioners Overbay and Hawkins, the Commission unanimously approves to accept the bid as presented, bid to be awarded next week on Public Works agenda time.

Bid documents were referred to the Public Works Department for comprehensive evaluation of the bids to determine compliance with project requirements.

**9:40:01 A.M. Action**

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

1. Resolution #2025-37 Re: Granting a Waiver from the Competitive Bidding Process for Repair of Retaining Wall

**9:41:01 A.M. Action**

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

1. Bid Rejection for bids Received Re: School Street Wall Repair, County Road Project 762 (CRP 762)

Discussion

1. Franchise Compensation Presentation
2. Open Item

**10:24:41 A.M. Economic Services Director Ron Cridlebaugh**

**10:27:02 A.M. Action**

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves

1. Authorization to Hire two Positions for Chelan County Fair

**10:27:35 A.M. Recess**

**10:31:42 A.M. Back in Session**

**10:31:55 A.M. Community Development Director Deanna Walter**

Discussion

1. Memo to Board City of Leavenworth UGA Swap Proposal

**11:15:27 A.M. City of Entiat Mayor Renee Swearingen**

**11:50:00 A.M. Adjourn**

Board adjourns until Monday, April 28, 2025.

Weekly Voucher Approval for Payment

20250421BU-1

Current Expense

\$ 134,195.29

|                 |                 |
|-----------------|-----------------|
| Other Funds     | \$ 950, 255.97  |
| Total All Funds | \$ 1,084,451.26 |

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN

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ANABEL TORRES, Clerk of the Board



# Employee Payroll Change Notice

Return completed form to the  
Human Resources Department

EFFECTIVE DATE: 05/01/2025  
(hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 006209 (leave blank if new employee)

Name Jason Ayers

Department District Court

Position Title Legal Clerk

Pay Grade PW07 Pay Step 4

Status Full-time Union Courthouse  
(full time, part time, temp)

Account Number 010.065.51240.11.270 (required for new hires)

## REASON FOR CHANGE

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

\*attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

Jason Ayers moves to Step 4 effective 5/1/25.

## STEP SCHEDULE (New Emp)

Step 2: \_\_\_\_\_  
Step 3: \_\_\_\_\_  
Step 4: 5/01/2025  
Step 5: 5/01/2026  
Step 6: 5/01/2028  
Step 7: 5/01/2030  
Step 8: 5/01/2032

## SIGNATURES

Department Authorization

[Signature]

Date 04/23/2025

Human Resources Review

[Signature]

Date 04/23/2025

Commissioner Approval

Date \_\_\_\_\_



# Employee Payroll Change Notice

Return completed form to the  
Human Resources Department

EFFECTIVE DATE: 05/01/2025  
(hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 004137 (leave blank if new employee)

Name Miriam Duenas

Department District Court

Position Title Bailiff/Interpreter

Pay Grade PW06 Pay Step 6

Status Full-time Union Courthouse  
(full time, part time, temp)

Account Number 010.065.51240.11.265 (required for new hires)

## REASON FOR CHANGE

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

\*attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

Miriam Duenas moves to Step 6 effective 5/1/25

## STEP SCHEDULE (New Emp)

Step 2: \_\_\_\_\_  
Step 3: \_\_\_\_\_  
Step 4: \_\_\_\_\_  
Step 5: \_\_\_\_\_  
Step 6: \_\_\_\_\_  
Step 7: 5/01/2027  
Step 8: 5/01/2029

## SIGNATURES

Department Authorization

Lela Granger

Date 04/23/2025

Human Resources Review

Krystal Salazar

Date 04/23/2025

Commissioner Approval

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 4/24/2025  
(Hire date for new employees)

## EMPLOYEE INFORMATION

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

Name Krin Parmley

Department Ohme Gardens

Position Title Garden Maintenance Tech

Pay Grade 16.66/hr Pay Step \_\_\_\_\_

Status part time seasonal Union \_\_\_\_\_  
(full time, part time, temp)

Account Number 119.001.57690.11.999 (required)

## REASON FOR CHANGE

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

\*Attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

## STEP SCHEDULE (New Emp)

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

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

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

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

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

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

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

## SIGNATURES

Department Authorization [Signature]

Date 4/21/2024

Human Resources Review Kristal Salazar

Date 04/23/2025

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

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 04/24/25  
(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 002226 (leave blank if new employee)

Name Matt Franklin

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

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

Account Number \_\_\_\_\_ (required for new hires)

## REASON FOR CHANGE

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

\*Attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

Deputy Franklin has requested to rescind his retirement.

## STEP SCHEDULE (New Emp)

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

## SIGNATURES

Department Authorization 

Date 4/21/25

Human Resources Review 

Date 04/23/2025

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

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 4/21/2025

(Hire date for new employees)

## EMPLOYEE INFORMATION

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

Name Caroline Magnussen

Department 118 - Parks

Position Title Extra-Help

Pay Grade \$19.00 Pay Step \_\_\_\_\_

Status Part-Time Seasonal Union \_\_\_\_\_  
(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

New hire replacing Judy L. Chastain.

## STEP SCHEDULE (New Emp)

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

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

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

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

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

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

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

## SIGNATURES

Department Authorization

Manylee Pedler

Date 4/17/2025

Human Resources Review

Krystal Salazar

Date 04/23/2025

Commissioner Approval

Date \_\_\_\_\_





# Employee Payroll Change Notice

EFFECTIVE DATE: 04/21/2025  
(Hire date for new employees)

## EMPLOYEE INFORMATION

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

Name Dorothy Jean Cooper

Department 118 - Parks

Position Title Office Assistant

Pay Grade \$22.00 Pay Step \_\_\_\_\_

Status Full-Time Union \_\_\_\_\_  
(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

New Hire replacing Micahel T. Shaw

## STEP SCHEDULE (New Emp)

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

## SIGNATURES

Department Authorization Margie R.

Date 04/18/2025

Human Resources Review Krystal Salazar

Date 04/23/2025

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

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 04/30/2025  
(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 006284 (leave blank if new employee)

Name Leonard Weedman

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 1

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

Account Number \_\_\_\_\_ (required for new hires)

## REASON FOR CHANGE

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

\*Attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

Effective 4/30/2025, Leonard Weedman's employment with the Chelan County Sheriff's Office will be terminated.

## STEP SCHEDULE (New Emp)

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

## SIGNATURES

Department Authorization 

Date 4/23/25

Human Resources Review 

Date 04/23/2025

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

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 04/30/2025  
(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 005764 (leave blank if new employee)

Name Dorian Robles

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 2

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

Account Number \_\_\_\_\_ (required for new hires)

## REASON FOR CHANGE

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

\*Attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

Effective 4/30/2025, Dorian Robles' employment with the Chelan County Sheriff's Office will be terminated.

## STEP SCHEDULE (New Emp)

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

## SIGNATURES

Department Authorization Kim Ogleske

Date 4/22/25

Human Resources Review Krystal Salazar

Date 04/23/2025

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

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 5/1/2025  
(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 005234 (leave blank if new employee)

Name Gwen Martin

Department Regional Justice Center

Position Title Food Service Deputy

Pay Grade S062 Pay Step 4

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

Account Number \_\_\_\_\_ (required for new hires)

## REASON FOR CHANGE

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

\*Attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

Gwen Martin is moving to Step 4 per the CBA. Her salary is \$4,127.68 Her new monthly salary is \$4,334.72

## STEP SCHEDULE (New Emp)

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

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

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

Step 5: 5/1/2028

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

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

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

## SIGNATURES

Department Authorization Cris Sharp

Date 4-22-25

Human Resources Review Krystal Salazar

Date 04/23/2025

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

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 5/01/2025

(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 002228 (leave blank if new employee)

Name Oscar Hernandez

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 7

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

Account Number 150.001.52360.11.675 (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

Oscar Hernandez is receiving his 6th Longevity increase per the CBA. His current wages are \$7,803.34. Oscar's new monthly wages are 7,881.37.

## STEP SCHEDULE (New Emp)

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

## SIGNATURES

Department Authorization

Date

4-23-25

Human Resources Review

Date

04/23/2025

Commissioner Approval

Date



# Employee Payroll Change Notice

EFFECTIVE DATE: 5/01/2025  
(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 002447 (leave blank if new employee)

Name Jeremy Cheever

Department Regional Justice Center

Position Title Sergeant

Pay Grade S103 Pay Step Step 3

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

Account Number 150.001.52360.11.661 (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

Jeremy Cheever is receiving his 5th Longevity increase per the CBA. His previous wages were \$9,497.32 per month. His new wages will be \$9,592.30 per month.


## STEP SCHEDULE (New Emp)

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

## SIGNATURES

Department Authorization 

Date 4-23-25

Human Resources Review 

Date 04/23/2025

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

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 5/01/2025

(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 002434 (leave blank if new employee)

Name Eric Stevens

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 7

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

Account Number 150.001.52360.11.701 (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

Eric Stevens is receiving his 5th Longevity increase per the CBA.  
His current salary is \$7,726.08 per month. Eric's new salary will be  
\$7,803.34 per month.

## STEP SCHEDULE (New Emp)

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

## SIGNATURES

Department Authorization 

Date 4-23-25

Human Resources Review 

Date 04/23/2025

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

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 5/1/25

(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 005974 (leave blank if new employee)

Name Michael Wolfgang Kessler

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062 Pay Step Step 4

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

Account Number 150.001.52360.11.700 (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

Michael Kessler is moving to step 4 per the union contract.  
His current wage is \$6,108.25. His new wage will be  
\$6,413.66.

## STEP SCHEDULE (New Emp)

Step 2: \_\_\_\_\_  
Step 3: \_\_\_\_\_  
Step 4: 5/1/2025  
Step 5: 5/1/2027  
Step 6: 5/1/2029  
Step 7: 5/1/2031  
Step 8: \_\_\_\_\_

## SIGNATURES

Department Authorization

[Signature]

Date

4-23-25

Human Resources Review

Krystal Salazar

Date

04/23/2025

Commissioner Approval

Date





# Employee Payroll Change Notice

EFFECTIVE DATE: 4/21/2025  
(Hire date for new employees)

## EMPLOYEE INFORMATION

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

Name Mike Mudt

Department 120 Expo

Position Title Camp Host

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

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

Account Number 120.001.57548.11.999 (required)

## REASON FOR CHANGE

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

\*Attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

## STEP SCHEDULE (New Emp)

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

**\$500.00 monthly stipend**

## SIGNATURES

Department Authorization

Date 4/18/2025

Human Resources Review

Date 04/23/2025

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

Date \_\_\_\_\_

To: Board of Chelan County Commissioners

Date: 4/17/2025

Re: Donation of Annual Leave Requested by Treasurer, which will  
Department accept donations up to a maximum amount of \_\_\_\_\_ hours.

Pursuant to Resolution 92-142, and in accordance with the policies in that  
Resolution, I, the below signed employee, wish to donate 16 hours of  
accrued vacation to the sick leave account of: Rita Roper.

The employee will exhaust his/her accrued leave in a short period of time.

Thank you for considering this request.

Shayla Adams  
Signature of Donating Employee

Shayla Adams  
Typed Name of Donating Employee

\_\_\_\_ Approved \_\_\_\_\_ Denied on \_\_\_\_\_  
Date

Board of Chelan County Commissioners

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

Distribution if Approved:  
Chelan County Auditor  
Donating Employee  
Receiving Employee

Distribution if Denied:  
Donating Employee

ADMINISTRATIVE AGENDA  
April 28, 2025

DISCUSSION ITEMS:

1. Elected Salaries
2. Executive Session RE: Union Negotiations
3. Administrative Update

ACTION ITEMS:

1. Request for Sheriff to purchase LEFTA software suite
2. Resolution RE: Elected Official Salaries for 2025 and 2026
3. Resolution RE: Addressing Sheriff's Administration Salaries, Superseding Resolution 2019-49
4. Data Access Subscription Casual Use Agreement with Annabelle Mirhashemi
5. Data Access Subscription Casual Use Agreement with Darci Wilson
6. Regional Jail Chief Position Proposal



**Mike Morrison | Sheriff**

Law and Justice Building | 401 Washington St. #1 | Wenatchee, WA 98801  
Office (509) 667-6851 | Fax (509) 667-6860

To: Chelan County Board of County Commissioners (BOCC)

From: Undersheriff Dan Ozment

Subject: Request for LEFTA Suite Purchase

Date: 04/23/2025

The Chelan County Sheriff's Office seeks to acquire additional Information Technology (IT) platforms to enhance operational efficiency and meet the demands of a modern law enforcement entity.

In 2024, the Office underwent a comprehensive external assessment conducted by the Washington Association of Sheriffs and Police Chiefs (WASPC) through their Loaned Executive Management Assistant Program (LEMAP). This review highlighted significant inefficiencies within our operations, primarily due to our lack of IT platforms that could streamline daily operations, ultimately decreasing potential liability risks. The assessment emphasized the need for updated systems to enhance our overall efficiency and compliance with state mandates.

Currently, our office uses limited applications within the Law Enforcement Field Training Applications (LEFTA) Suite. These include a use-of-force reporting tool and an application to track the progress of new hires and lateral deputies through their training. These systems help maintain compliance with state law and mitigate potential future liability. However, additional applications within the LEFTA Shield Suite would greatly enhance our ability to manage various aspects of operations, from training records to internal affairs, vehicle pursuits, and employee conduct.

In conclusion, the Office is in dire need of an updated, integrated system to better manage and track critical operations. The LEFTA Shield Suite offers a comprehensive solution that will streamline our operations, reduce potential liability risks, and improve overall efficiency.

**ACTION:** We respectfully request the BOCC approve the purchase of the remaining applications of the LEFTA suite for the amount of \$20,890 by utilizing the CCSO current budget. Please also note that we have been awarded a \$5000 grant from WCRP toward the purchase of this system. Additionally, the applications have been approved by our IT department for use.

Thank you for your time and consideration.

Respectfully,

**Daniel Ozment**

Digitally signed by Daniel Ozment  
DN: cn=Daniel Ozment, o=Chelan County  
Sheriff's Office, ou=Undersheriff,  
email=dan.ozment@co.chelan.wa.us, c=US  
Date: 2025.04.23 12:24:20 -07'00'

Dan Ozment

Undersheriff

Chelan County Sheriff's Office

Undersheriff  
**Dan Ozment**

Chief of Operations  
**Ryan Moody**

Chief of Patrol  
**Seth Buhler**

Chief Civil Deputy  
**Kim Oglesbee**

Executive Assistant  
**April Moore**



## ADDENDUM MASTER SERVICE AGREEMENT

**Effective Date: 05/01/2025**

### Account Executive Information

Karen James  
Senior Account Executive  
kjames@lexipol.com

Lexipol LLC  
2611 Internet Blvd., Ste. 120  
Frisco, Texas 75034

### Department Information

Dan Ozment  
Undersheriff  
dan.ozment@co.chelan.wa.us  
(509) 667-6850

Chelan County Sheriff's Office  
401 Washington St Lower Level 1  
Wenatchee, Washington 98801

This Addendum to the Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

Through this Addendum, Lexipol will provide the additional Service(s) in Exhibit A:

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

### Chelan County Sheriff's Office

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

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

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

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

### Lexipol, LLC

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

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

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

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

## Exhibit A

### SELECTED SERVICES AND ASSOCIATED FEES

#### Order Summary

##### Annual Subscription

| Qty       | Description                   | Unit Price  | Disc (%) | Disc Amt   | Tax Amount | Extended    |
|-----------|-------------------------------|-------------|----------|------------|------------|-------------|
| 60        | Lexipol Performance Reporting | \$11,200.00 | 10%      | \$1,120.00 |            | \$10,080.00 |
| 60        | Lexipol Training Tracking     | \$4,200.00  | 10%      | \$420.00   |            | \$3,780.00  |
| Discount: |                               |             |          | \$1,540.00 | Subtotal:  | \$13,860.00 |

##### One Time Implementation

| Qty       | Description   | Unit Price | Disc (%) | Disc Amt | Tax Amount | Extended   |
|-----------|---|------------|----------|----------|------------|------------|
| 60        | Lexipol Training Tracking Historical Import               | \$4,200.00 | 5%       | \$210.00 |            | \$3,990.00 |
| 1         | Performance Reporting Tier 1 Implementation Service       | \$2,000.00 | 5%       | \$100.00 |            | \$1,900.00 |
| 1         | Lexipol Training Tracking Standard Implementation Service | \$1,200.00 | 5%       | \$60.00  |            | \$1,140.00 |
| Discount: |   |            |          | \$370.00 | Subtotal:  | \$7,030.00 |

|            |             |
|------------|-------------|
| Discount:  | \$1,910.00  |
| Subtotal:  | \$20,890.00 |
| Tax:       |             |
| Total Due: | \$20,890.00 |



**Initial Term**

12 Months

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

**Discount Notes**

10% Bundle Discount for annual subscription.

5% Sourcewell member discount on implementation and historical import.

**Terms and Conditions.** Except as provided herein, the Service(s) provided by Lexipol pursuant to this Addendum shall run concurrently with the Service(s) in the original Agreement to which this Addendum applies, pro-rated accordingly where applicable. All terms and conditions of Service from the original Agreement shall apply to the Service(s) added through this Addendum, and unless otherwise specifically noted herein, all other portions of the original Agreement shall remain in full force and effect. Any capitalized terms used but not defined herein shall use the definitions applied to them in the original Agreement.

**Additional Terms.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content.

**Notes**

\* Agency has already paid for "Use of Force" portion of PR (Performance Reporting) in 2025 = \$2,793. Since this is now one solution, this Proposal includes "Use of Force" and \$2,793 will be credited to agency upon payment of full solution. Full solution will be billed annually thereafter.

RESOLUTION NO. 2025-\_\_\_\_  
Re: Salaries for Elected Officials for the Year 2025-26

**WHEREAS**, the 43<sup>rd</sup> Regular Session of the Washington State Legislature amended Section 36.16.032 and 36.17.010 RCW, and

**WHEREAS**, said amendments designate the legislative bodies of the counties in the State of Washington as being authorized to set salaries for elected officials within their respective jurisdictions provided that said salaries shall not be reduced below the amount which each official was receiving on January 1, 1973; and

**WHEREAS**, in 2006 the Chelan County Commissioners elected to create a relationship between the elected officials' salaries at Chelan County and the Superior Court Judges salaries which are set by the Washington Citizens Commission on Salaries for Elected Officials, and

**WHEREAS**, effective July 1, 2025 the Commissioners have opted to include the elected Sheriff, and

**WHEREAS**, that relationship is as follows: Auditor, Assessor, Superior Court Clerk, Treasurer, Coroner and Commissioners at 51%; Sheriff at 65% and Prosecutor at one-half of SCJ salary plus 77% of the other half of a SCJ salary, and

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the annual salaries of Chelan County elected officials shall receive the following compensation solely based on the above formula and the Superior Court Judges salary decided by the Washington Citizens' Commission on Salaries for Elected Officials:

|  | <u>July 1, 2025</u> | <u>July 1, 2026</u> |
|--|---------------------|---------------------|
| Auditor, Assessor, Clerk,<br>Commissioner, Coroner,<br>Treasurer | \$ 121,105          | \$ 124,762          |
| Sheriff  | \$ 154,349          | \$ 159,010          |
| Prosecutor   | \$ 210,152          | \$ 216,498          |

**DATED** at Wenatchee, Washington this 28<sup>th</sup> day of April, 2025.

BOARD OF CHELAN COUNTY COMMISSIONERS

\_\_\_\_\_  
SHON SMITH, CHAIRMAN

\_\_\_\_\_  
KEVIN OVERBAY, COMMISSIONER

\_\_\_\_\_  
BRAD HAWKINS, COMMISSIONER

ATTEST: ANABEL TORRES

\_\_\_\_\_  
Clerk of the Board



**RESOLUTION NO. 2025-\_\_\_\_\_**  
Re: Addressing Sheriff's Administration Salaries  
Superseding Resolution 2019-49

**WHEREAS**, on March 3, 2025 the Public Employment Relations Commission authorized the formation of a new bargaining unit which includes the two appointed Commissioned Chief positions, and

**WHEREAS**, the Board of Commissioners will now set their salaries through the bargaining process rather than by resolution, and

**WHEREAS**, the Commissioners have now determined the Sheriff should be included in the elected officials' salary setting rather than through separate resolution, and

**WHEREAS**, the undersheriff position salary still needs to be determined in relationship to the Sheriff.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** 2019-49 is hereby superseded, keeping the Commissioned Chief at their current salary until an agreement is reached through collective bargaining.

**BE IT FURTHER RESOLVED** the Undersheriff shall receive a salary that is 98% of the elected Sheriff.

**BE IT AGAIN FURTHER RESOLVED** that these changes shall become effective July 1, 2025.

**DATED** at Wenatchee, Washington this 28<sup>th</sup> day of April 2025.

BOARD OF CHELAN COUNTY COMMISSIONERS

\_\_\_\_\_  
SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

\_\_\_\_\_  
KEVIN OVERBAY, COMMISSIONER

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
BRAD HAWKINS, COMMISSIONER

Chelan County Clerk

**DATA ACCESS SUBSCRIPTION  
CASUAL USE AGREEMENT**

**FOR**

**SUPERIOR COURT  
PUBLIC DOCUMENTS**

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This Agreement (the "Agreement") is entered into by and between the Chelan County Clerk, hereinafter referred to as the "Clerk" and Annabelle Mirhashemi. The Subscriber's address is 1820 Boylston Ave, Seattle, WA 98122, e-mail address annabelle@wagunresponsibility.org, phone number 310-897-3005.

IN CONSIDERATION of the mutual promises made to each other, as hereinafter set forth, the Clerk and the Subscriber agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to establish the terms and conditions under which the Clerk agrees to allow electronic access to public documents, on a subscription basis.
2. **DEFINITIONS:** As used throughout this Agreement, the following terms shall have the meanings set forth below:
  - 2.1 "Clerk" shall mean the Chelan County Clerk.
  - 2.2 "Court" shall mean the Chelan County Superior Court.
  - 2.3 "Subscriber" shall include all members, employees and agents of the Subscriber.
  - 2.4 "Data" shall include any computer readable copies of any public documents provided to the Subscriber.
  - 2.5 "Information" shall mean material provided by Clerk in any format, including reports.
  - 2.6 "Casual Subscription" means non-exclusive use of a web seat.
3. **GRANT OF SUBSCRIPTION:** The Clerk hereby grants a casual subscription to the Subscriber for the use of a Web Seat and the data contained therein.
4. **TERM AND EFFECTIVE DATE OF AGREEMENT:**
  - 4.1 The initial term of this contract is from the date of its execution by the Clerk until December 31, 2025. The term of this contract can be automatically renewed for one year by payment of the annual fee of \$200.00 (one user) or \$500 (law firm / multiple users) as determined by the Chelan County Clerk.
  - 4.2 The Agreement may be terminated in accordance with the provisions of this agreement.
5. **BASIC TRANSACTION:** This Agreement sets forth the responsibilities of the parties, costs, and the terms and conditions under which the information will be provided.

**5.1 RESPONSIBILITIES OF THE CLERK:** The Clerk shall:

- 5.1.1. Provide Subscriber with access to a OnBase Seat © via the internet (the "Web"), and post new cases and other information filed with the Clerk. The Web will contain all open to the public documents filed with the clerk since 1996.

**5.2 RESPONSIBILITIES OF THE SUBSCRIBER:** The Subscriber shall:

- 5.2.1. Comply with the provisions of this Agreement and all of the terms and conditions contained herein or attached hereto.
- 5.2.2. Make payment to the Clerk pursuant to this Agreement.
- 5.2.3. Recognize and hereby acknowledge that the user identifiers and passwords, if any, supplied by the Clerk to the Subscriber are the confidential property of the Clerk, subject to the proprietary rights of the Clerk, and Subscriber agrees to hold such user identifiers and passwords, if any, in the strictest confidence. The Subscriber further agrees to exercise at all times the same care with respect to the user identifiers and passwords, if any, or any other materials or information provided by the Clerk that the Subscriber would exercise in the protection of the Subscriber's own confidential information or property and to not release or disclose passwords to any other party without the Clerk's prior consent.
- 5.2.4. Upon request by the Clerk, return or destroy any information and data provided by the Clerk in error, including but not limited to documents marked confidential or otherwise not subject to public disclosure.

- 6. **COSTS:** Subscriber shall make payment of \$200.00 (one person) or \$500.00 (law firm/multiple users) to the Clerk within 30 days of receipt of an invoice from the Clerk.

**7. RESTRICTIONS ON THE USE OF INFORMATION PROVIDED UNDER THIS AGREEMENT:**

- 7.1 The information provided to the Subscriber under this Agreement is subject to the restrictions contained in this Agreement.
- 7.2 The Subscriber is responsible for ensuring that access is available only to authorized personnel.
- 7.3 To the extent that the data being accessed is covered by other laws, statutes, court rules and administrative rules and regulations which

restrict access to and use of such information and data, the restrictions contained in such laws, statutes, court rules and administrative rules and regulations shall apply to the data accessed under this Agreement.

**7.4** Any exceptions, revisions or waivers to these limitations requested by the Subscriber must be approved in writing by the Clerk and received by the Subscriber prior to the requested use.

**8. RESALE/DISTRIBUTION OF DATA: THE SUBSCRIBER SHALL NOT REPRODUCE, RE-SELL OR OTHERWISE DISTRIBUTE COPIES TO OTHER PARTIES UNLESS SUCH PARTIES ARE ENTITLED TO COPIES.**

**9. CHANGES RELATING TO INFORMATION AND DATA:** The Clerk specifically reserves the right in its sole discretion, to make any changes it deems appropriate relating to the information and data provided under this Agreement, at any time and without prior notice. Such changes include, but are not limited to: altering the character and format of the information based on subsequent court order(s).

**10. SUPPORT/ASSISTANCE:** The Subscriber acknowledges and accepts that all information and data provided under this Agreement is provided on an AS IS basis and that the Clerk shall not be responsible for providing support or assistance of any nature to the Subscriber or to any third party on behalf of the Subscriber.

**11. DISCLAIMER OF WARRANTIES:** THE CLERK PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, THAT THE INFORMATION OR DATA PROVIDED IS CURRENT, OR COMPLETE. IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES THAT IT IS THE RESPONSIBILITY OF THE SUBSCRIBER AND/OR ITS CLIENTS, OR OTHER THIRD PARTIES TO WHOM THE INFORMATION AND DATA IS SUPPLIED TO VERIFY INFORMATION OR DATA OBTAINED UNDER THIS AGREEMENT WITH THE FILER OF THE INFORMATION REPOSING AT THE COURT OF RECORD.

**12. GENERAL TERMS AND CONDITIONS:**

**12.1 ASSIGNMENT:** Without the Clerk's prior consent, the Subscriber may not transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Subscriber under this Agreement; nor (iii) any claim arising under this Agreement.

**12.2 ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this

Agreement or a written amendment hereto shall not be binding on either party.

- 12.3 GOVERNING LAW:** This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Chelan County, Washington.
- 12.4 NON-EXCLUSIVITY:** This Agreement is non-exclusive. Nothing contained in this Agreement shall be construed to limit in any way the Clerk's right to enter a like or similar agreement or grant a like or similar agreement to any other entity or party on such terms as the Clerk may in its sole discretion deem appropriate.
- 12.5 NOTICES:** Any notice required or permitted to be given under this Agreement shall be effective if and only if it is in writing. Notice must be given by personal delivery or sent by United States mail; mail to the Subscriber must be sent to Subscriber's address as set forth in this Agreement and mail to the Clerk must be sent to the Marty Young, Chelan County Clerk, 350 Orondo Avenue Suite 501, Wenatchee WA 98801, or to such other address as each party has notified the other in writing.
- 12.6 SEVERABILITY:** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- 12.7 INDEMNIFICATION AND HOLD HARMLESS:** Subscriber expressly agrees to indemnify and hold the Chelan County Clerk and Chelan County harmless against any and all claims, demands, injuries, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by anyone or any entity as a result of Subscriber's use of the Chelan County ONBASE Web Seat regardless of whether such claims, demands, injuries damages, rights of action, or causes of action, result in whole or part, from the Subscriber or any third party.
- 12.8 TERMINATION:**
- 12.8.1. General:** This Agreement may be terminated by either the Clerk or the Subscriber upon ten (10) days written notice.

Upon termination access fees shall be refunded based on the number of months remaining under this Agreement.

12.8.2. Termination For Nonpayment: The Clerk may immediately, without notice, terminate this Agreement for failure of the Subscriber to pay an invoice outstanding longer than 30 business days.

12.8.3. Termination for Violation: The Clerk may immediately and without notice, terminate this Agreement if the Subscriber violates any term of this Agreement.

**12.9 TERMINATION PROCEDURE**: After receipt of notice of termination for failure to pay an invoice timely, and unless otherwise directed by the Clerk, the Subscriber shall stop dissemination of any information and data provided by the Clerk under this Agreement on the date and to the extent specified in the notice.

**12.10 WAIVER**: No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

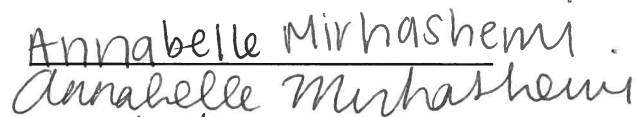
**13. SIGNATURES**: The parties hereto, having read this Agreement in its entirety, do agree thereto in each and every particular.

CHELAN COUNTY CLERK

  
Martin D. Young, Clerk

DATE: 4/18/2025

SUBSCRIBER

  
Annabelle Mirhashemi

DATE: 3/6/2025

BOARD OF CHELAN COUNTY COMMISSIONERS

\_\_\_\_\_  
CHAIRMAN

DATE: \_\_\_\_\_





**Chelan County Clerk**

**DATA ACCESS SUBSCRIPTION  
CASUAL USE AGREEMENT**

**FOR**

**SUPERIOR COURT  
PUBLIC DOCUMENTS**

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This Agreement (the "Agreement") is entered into by and between the Chelan County Clerk, hereinafter referred to as the "Clerk" and Darci Wilson. The Subscriber's address is 1901 Mulberry Ln., Wenatchee WA, e-mail address DARCIA55W@gmail.com, phone number 509 423 2415. <sup>↑</sup> those are 5

IN CONSIDERATION of the mutual promises made to each other, as hereinafter set forth, the Clerk and the Subscriber agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to establish the terms and conditions under which the Clerk agrees to allow electronic access to public documents, on a subscription basis.
2. **DEFINITIONS:** As used throughout this Agreement, the following terms shall have the meanings set forth below:
  - 2.1 "Clerk" shall mean the Chelan County Clerk.
  - 2.2 "Court" shall mean the Chelan County Superior Court.
  - 2.3 "Subscriber" shall include all members, employees and agents of the Subscriber.
  - 2.4 "Data" shall include any computer readable copies of any public documents provided to the Subscriber.
  - 2.5 "Information" shall mean material provided by Clerk in any format, including reports.
  - 2.6 "Casual Subscription" means non-exclusive use of a web seat.
3. **GRANT OF SUBSCRIPTION:** The Clerk hereby grants a casual subscription to the Subscriber for the use of a Web Seat and the data contained therein.
4. **TERM AND EFFECTIVE DATE OF AGREEMENT:**
  - 4.1 The initial term of this contract is from the date of its execution by the Clerk until December 31, 2025. The term of this contract can be automatically renewed for one year by payment of the annual fee of \$200.00 (one user) or \$500 (law firm / multiple users) as determined by the Chelan County Clerk.
  - 4.2 The Agreement may be terminated in accordance with the provisions of this agreement.
5. **BASIC TRANSACTION:** This Agreement sets forth the responsibilities of the parties, costs, and the terms and conditions under which the information will be provided.

**5.1 RESPONSIBILITIES OF THE CLERK: The Clerk shall:**

- 5.1.1. Provide Subscriber with access to a OnBase Seat © via the internet (the "Web"), and post new cases and other information filed with the Clerk. The Web will contain all open to the public documents filed with the clerk since 1996.

**5.2 RESPONSIBILITIES OF THE SUBSCRIBER: The Subscriber shall:**

- 5.2.1. Comply with the provisions of this Agreement and all of the terms and conditions contained herein or attached hereto.
- 5.2.2. Make payment to the Clerk pursuant to this Agreement.
- 5.2.3. Recognize and hereby acknowledge that the user identifiers and passwords, if any, supplied by the Clerk to the Subscriber are the confidential property of the Clerk, subject to the proprietary rights of the Clerk, and Subscriber agrees to hold such user identifiers and passwords, if any, in the strictest confidence. The Subscriber further agrees to exercise at all times the same care with respect to the user identifiers and passwords, if any, or any other materials or information provided by the Clerk that the Subscriber would exercise in the protection of the Subscriber's own confidential information or property and to not release or disclose passwords to any other party without the Clerk's prior consent.
- 5.2.4. Upon request by the Clerk, return or destroy any information and data provided by the Clerk in error, including but not limited to documents marked confidential or otherwise not subject to public disclosure.

- 6. **COSTS:** Subscriber shall make payment of \$200.00 (one person) or \$500.00 (law firm/multiple users) to the Clerk within 30 days of receipt of an invoice from the Clerk.

**7. RESTRICTIONS ON THE USE OF INFORMATION PROVIDED UNDER THIS AGREEMENT:**

- 7.1 The information provided to the Subscriber under this Agreement is subject to the restrictions contained in this Agreement.
- 7.2 The Subscriber is responsible for ensuring that access is available only to authorized personnel.
- 7.3 To the extent that the data being accessed is covered by other laws, statutes, court rules and administrative rules and regulations which

restrict access to and use of such information and data, the restrictions contained in such laws, statutes, court rules and administrative rules and regulations shall apply to the data accessed under this Agreement.

**7.4** Any exceptions, revisions or waivers to these limitations requested by the Subscriber must be approved in writing by the Clerk and received by the Subscriber prior to the requested use.

**8. RESALE/DISTRIBUTION OF DATA: THE SUBSCRIBER SHALL NOT REPRODUCE, RE-SELL OR OTHERWISE DISTRIBUTE COPIES TO OTHER PARTIES UNLESS SUCH PARTIES ARE ENTITLED TO COPIES.**

**9. CHANGES RELATING TO INFORMATION AND DATA:** The Clerk specifically reserves the right in its sole discretion, to make any changes it deems appropriate relating to the information and data provided under this Agreement, at any time and without prior notice. Such changes include, but are not limited to: altering the character and format of the information based on subsequent court order(s).

**10. SUPPORT/ASSISTANCE:** The Subscriber acknowledges and accepts that all information and data provided under this Agreement is provided on an AS IS basis and that the Clerk shall not be responsible for providing support or assistance of any nature to the Subscriber or to any third party on behalf of the Subscriber.

**11. DISCLAIMER OF WARRANTIES:** THE CLERK PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, THAT THE INFORMATION OR DATA PROVIDED IS CURRENT, OR COMPLETE. IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES THAT IT IS THE RESPONSIBILITY OF THE SUBSCRIBER AND/OR ITS CLIENTS, OR OTHER THIRD PARTIES TO WHOM THE INFORMATION AND DATA IS SUPPLIED TO VERIFY INFORMATION OR DATA OBTAINED UNDER THIS AGREEMENT WITH THE FILER OF THE INFORMATION REPOSING AT THE COURT OF RECORD.

**12. GENERAL TERMS AND CONDITIONS:**

**12.1 ASSIGNMENT:** Without the Clerk's prior consent, the Subscriber may not transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Subscriber under this Agreement; nor (iii) any claim arising under this Agreement.

**12.2 ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this

Agreement or a written amendment hereto shall not be binding on either party.

**12.3 GOVERNING LAW:** This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Chelan County, Washington.

**12.4 NON-EXCLUSIVITY:** This Agreement is non-exclusive. Nothing contained in this Agreement shall be construed to limit in any way the Clerk's right to enter a like or similar agreement or grant a like or similar agreement to any other entity or party on such terms as the Clerk may in its sole discretion deem appropriate.

**12.5 NOTICES:** Any notice required or permitted to be given under this Agreement shall be effective if and only if it is in writing. Notice must be given by personal delivery or sent by United States mail; mail to the Subscriber must be sent to Subscriber's address as set forth in this Agreement and mail to the Clerk must be sent to the Marty Young, Chelan County Clerk, 350 Orondo Avenue Suite 501, Wenatchee WA 98801, or to such other address as each party has notified the other in writing.

**12.6 SEVERABILITY:** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**12.7 INDEMNIFICATION AND HOLD HARMLESS:** Subscriber expressly agrees to indemnify and hold the Chelan County Clerk and Chelan County harmless against any and all claims, demands, injuries, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by anyone or any entity as a result of Subscriber's use of the Chelan County ONBASE Web Seat regardless of whether such claims, demands, injuries damages, rights of action, or causes of action, result in whole or part, from the Subscriber or any third party.

**12.8 TERMINATION:**

**12.8.1. General:** This Agreement may be terminated by either the Clerk or the Subscriber upon ten (10) days written notice.

Upon termination access fees shall be refunded based on the number of months remaining under this Agreement.

12.8.2. Termination For Nonpayment: The Clerk may immediately, without notice, terminate this Agreement for failure of the Subscriber to pay an invoice outstanding longer than 30 business days.

12.8.3. Termination for Violation: The Clerk may immediately and without notice, terminate this Agreement if the Subscriber violates any term of this Agreement.

12.9 **TERMINATION PROCEDURE**: After receipt of notice of termination for failure to pay an invoice timely, and unless otherwise directed by the Clerk, the Subscriber shall stop dissemination of any information and data provided by the Clerk under this Agreement on the date and to the extent specified in the notice.

12.10 **WAIVER**: No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

13. **SIGNATURES**: The parties hereto, having read this Agreement in its entirety, do agree thereto in each and every particular.

CHELAN COUNTY CLERK

  
Martin D. Young, Clerk

SUBSCRIBER



DATE: 4/21/2025

DATE: 4-21-25

BOARD OF CHELAN COUNTY COMMISSIONERS

\_\_\_\_\_  
CHAIRMAN

DATE: \_\_\_\_\_






**STATE OF WASHINGTON**  
**CHELAN COUNTY**  
**BOARD OF COMMISSIONERS**

**400 DOUGLAS STREET, SUITE #201 WENATCHEE, WA 98801**  
**T: 509.667.6215 | F: 509.667.6599**

April 27, 2025

**TO:** Board of Chelan County Commissioners

**FROM:** Cathy Mulhall, County Administrator 

**RE:** Classifications for CCRJC Chief positions

With the recent changes to the collective bargaining agreements with employees of the Chelan County Regional Justice Center, compression has developed. I have reviewed the email from the Jail Director Chris Sharp (attached) and agree that the new Sergeant wages approach and in some cases exceed the regular salary of their two CCRJC Chiefs.

I recommend that there is a need to address the issue by changing the Chief classification from a PW 26 to a PW 28. This classification change should be effective at the same time as the change in the collective bargaining agreement.

**From:** Chris Sharp <Chris.Sharp@CO.CHELAN.WA.US>  
**Sent:** Tuesday, April 15, 2025 9:07 AM  
**To:** Cathy Mulhall <Cathy.Mulhall@CO.CHELAN.WA.US>  
**Subject:** Chief's Salary

Cathy,

If this proposal passes, we will need to do something with the Chiefs.

The senior sergeants will be making approximately \$125,237.16

The Chiefs are at PW 26 which is currently \$120, 172.08 PW 27 would be \$125, 925.24, PW 28 would be \$133,174.68. We probably need to bump to PW28.

There will be no raise for the Correctional Staff in 2026, the Chiefs will receive a 4%, so we if desired we could bump them to PW 27 for this year, with a contract advising 10% above sergeant.

Or we could just create a 10% above top step sergeant. PW 28 would be less than a 10%. Due to different contracts for chiefs and corrections the percentages will never match up, we should maybe look into the chiefs following the supervisor contract, to avoid these compression issues.

Thoughts?

Thanks

Chris



**Director Chris Sharp**  
**Chelan County Regional Justice Center**  
**401 Washington St, Level 2**  
**Wenatchee, Washington 98801**  
**(509) 667-6277**  
**[Chris.Sharp@co.chelan.wa.us](mailto:Chris.Sharp@co.chelan.wa.us)**

Chelan County Natural Resource Department  
BOCC Agenda  
April 28, 2025

Discussion

1. Consultant Agreement with RLR Cultural Resources LLC for Reindeer Farm Riparian Project
2. Amendment No. 4 with WA Department of Ecology Dam Safety Office for Icicle-Peshastin Irrigation District Alpine Lakes Dam Safety Improvements
3. Award and Execute Agreement with Staton Forestry, LLC, for Upper Wenatchee FRB Chiwawa Road Machine Thinning Project
4. Service Contract with Elliott Consulting for Lower Chiwawa River Recreation Safety Assessment
5. Other

Action

1. Consultant Agreement with RLR Cultural Resources LLC for Reindeer Farm Riparian Project
2. Amendment No. 4 with WA Department of Ecology Dam Safety Office for Icicle-Peshastin Irrigation District Alpine Lakes Dam Safety Improvements
3. Award and Execute Agreement with Staton Forestry, LLC, for Upper Wenatchee FRB Chiwawa Road Machine Thinning Project
4. Service Contract with Elliott Consulting for Lower Chiwawa River Recreation Safety Assessment

**CONSULTANT AGREEMENT: Between  
RLR Cultural Resources LLC (RLR) Archaeological Consulting  
and Chelan County Natural Resource Department**

**CONSULTING CONTRACT**

THIS AGREEMENT is made as of *April 17, 2025* between CHELAN COUNTY NATURAL RESOURCE DEPARTMENT and RLR CULTURAL ESOURCES LLC (RLR) regarding the **Reindeer Farm Riparian Project, Chelan County, WA.**

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

**TERMS AND CONDITIONS**

**1. Services.** RLR agrees to perform for Chelan County Natural Resource Department the services listed in the Scope of Services section in Exhibit A, attached hereto and executed by both Chelan County Natural Resource Department and RLR. Such services are hereinafter referred to as "Services." Chelan County Natural Resource Department agrees that RLR shall have ready access to Chelan County Natural Resource Department's staff and resources as necessary to perform the RLR's services provided for by this contract.

**2. Compensation** for Services. Chelan County Natural Resource Department agrees to pay RLR for Services for the price not to exceed **\$8,068.00** and executed by both Chelan County Natural Resource Department and RLR. The total amount of this contract is for regulatory survey of three culverts. This amount includes two surveys and reports as stipulated in the attached scopes.

**3. Invoicing.** Chelan County Natural Resource Department shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by RLR, and Chelan County Natural Resource Department shall pay the amount of such invoices to RLR.

**4. Confidential Information.** Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming. RLR hereby acknowledges that during the performance of this contract, the RLR may learn or receive confidential Chelan County Natural Resource Department information and therefore RLR hereby confirms that all such information relating to the Chelan County Natural Resource Department's business will be kept confidential by the RLR, except to the extent that such information is required to be divulged to the RLR's clerical or support staff or associates in order to enable RLR to perform RLR's contract obligation.

**5. Staff.** RLR is an independent contractor and neither RLR nor RLR's staff is or shall be deemed to be employed by Chelan County Natural Resource Department. Chelan County Natural Resource Department is hereby contracting with RLR for the services described on Exhibit A and RLR reserves the right to determine the method, manner and mean by which the services will be performed. RLR is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Chelan County Natural Resource Department's premises, then RLR's time spent at the premises is to be at the discretion of the RLR; subject to the Chelan County Natural Resource Department's normal business hours and security requirements. RLR hereby confirms to Chelan County Natural Resource Department that Chelan County Natural Resource Department will not be required to furnish or provide any training to RLR to enable RLR to perform services required hereunder. The services shall be performed by RLR or RLR's staff, and Chelan County Natural Resource Department shall not be required to hire, supervise or pay any assistants to help RLR who performs the services under this agreement. RLR shall not be required to devote RLR's full time nor the full time of RLR's staff to the performance of the services required hereunder, and it is acknowledged that RLR has other Chelan County Natural Resource Department projects and RLR offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of RLR. Except to the extent that the RLR's work must be performed on or with Chelan County Natural Resource Department's computers or Chelan County Natural Resource Department's existing software, all materials used in providing the services shall be provided by RLR. RLR's services hereunder cannot be terminated or cancelled short of completion of the services agreed upon except for RLR's failure to perform the contract's specification as required hereunder and conversely, subject to Chelan County Natural Resource Department's obligation to make full and timely payment(s) for RLR's services as set forth in Exhibit B, RLR shall be obligated to complete the services agreed upon and shall be liable for non-performance of the services to the extent and as provided in Paragraph 10 hereof. Chelan County Natural Resource Department shall not provide any insurance coverage of any kind for RLR or RLR's staff, and Chelan County Natural Resource Department will not withhold any amount that would normally be withheld from an employee's pay. RLR shall take appropriate measures to insure that RLR's staff is competent and that they do not breach Section 4 here of. Each of the parties hereto agrees that, while performing Services under this Agreement, and for a period of six (6) months following the termination of this Agreement, neither party will, except with the other party's written approval, solicit or offer employment to the other party's employees or staff engaged in any efforts under this Agreement.

**6. Use of Work Product.** Except as specifically set forth in writing and signed by both Chelan County Natural Resource Department and RLR, RLR shall have all copyright and patent rights with respect to all materials developed under this contract, and Chelan County Natural Resource Department is hereby granted a non-exclusive license to use and employ such materials within the Chelan County Natural Resource Department's business.

**7. Chelan County Natural Resource Department Representative.** Christina Barrineau shall represent the Chelan County Natural Resource Department during the performance of this contract with respect to the services and deliverables as defined herein and has authority to execute written modifications or additions to this contract as defined in Section 14.

**8. Disputes.** Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

- The final arbitration decision shall be enforceable through the Chelan County Superior Court. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this section 8 were not a part hereof.

**10. Liability.** RLR warrants to Chelan County Natural Resource Department that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional Exhibit and executed by both Chelan County Natural Resource Department and RLR. RLR makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for purpose or merchantability. In no event shall RLR be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to RLR in advance or could have been reasonably foreseen by RLR, and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Chelan County Natural Resource Department shall be limited to One Hundred Dollars (\$100.00) as liquidated damages and not as a penalty.

**11. Laws** RLR shall comply with all federal, State, and local laws and ordinances applicable to the work to be done under this agreement. - This Agreement shall be construed in accordance with the laws of the Chelan County Superior Court.

**12. Indemnity** RLR shall indemnify and hold Chelan County Natural Resource Department and the State of Washington and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from RLR's negligence or breach of any of its obligations under this agreement; provided that nothing herein shall require RLR to indemnify Chelan County Natural Resource Department or the State of Washington, their agents officers or employees; and provided further that if the claims or suits are caused by or a result from the concurrent negligence of (a)RLR, its agents or employees, and (b) Chelan County Natural Resource Department and the State of Washington, their agents officers and employees, this indemnity provision, with respect to (1) claims or suits based upon such negligence (2) the costs to Chelan County Natural Resource Department or the State of

Washington of defending such claims or suits based upon such negligence (2) the costs to Chelan County Natural Resource Department or the State of Washington of defending such claims shall be valid and enforceable only to the extent of RLR's negligence or the negligence of RLR's agents or employees

**13. Relation:** RLR's relation to Chelan County Natural Resource Department shall be at all times an independent contractor

**14. Insurance**

A. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability Insurance with a limit not less than **\$1,000,000**.

B. Business Automobile Liability Insurance: Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than **\$1,000,000** for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

C. Worker's Compensation Insurance: Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by Washington law.

**15. Complete Agreement.** This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of RLR by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Chelan County Natural Resource Department acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

**16. Applicable Law.** RLR shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in Exhibit A. This Agreement shall be construed in accordance with the laws of the Chelan County Superior Court

**17. Scope of Agreement.** If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

**18. Additional Work.** After receipt of an order which adds to the Services, RLR may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Chelan County Natural Resource Department agrees to pay RLR for

such action and expenditure as set forth in Exhibit B of this Agreement for payments related to Services.

**19. Special Provisions.** The Washington State Department of Ecology is designated as an express third-party beneficiary.

**Funding Availability.** The Chelan County Natural Resource Department's ability to make payments is contingent on the availability of funding from Ecology. In the event funding from the state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of the Contract, the Chelan County Natural Resource Department, at its sole discretion, may elect to terminate the Contract, in whole or in part, for convenience or to renegotiate the Contract subject to new funding limitations and conditions.

The Chelan County Natural Resource Department may exercise any of these options with no notification restrictions.

**Termination For Cause**

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

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

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

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



**Termination By Mutual Agreement**

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

**In Event of Termination**

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

**Records Retainment**

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

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

**21. Equal Opportunity and nondiscrimination**

During the performance of this Contract, the Contractor shall comply with all federal and state non-discrimination laws, regulations, policies. In the event of the RLR's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Contract may be rescind, canceled or terminated in whole or in part, and the RLR may be declared ineligible for further contracts with ECOLOGY. RLR shall, however, be given a reasonable time in which to cure this non-compliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**22. Notices.**

(i). Notices to Chelan County Natural Resource Department should be sent to:

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

RLR Cultural Resources LLC  
114 W 4<sup>th</sup> St, Suite 307  
Ellensburg, WA 98926

**23. Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.



A handwritten signature in black ink, appearing to read "Christopher Landreau", written over a horizontal line.

\_\_\_\_\_  
Chelan County Commissioner  
411 Washington St, Suite 201  
Wenatchee, WA 98801

\_\_\_\_\_  
RLR Cultural Resources LLC  
Christopher Landreau

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

Date: April 17, 2025

**Exhibit A: Scope**



# RLR Cultural Resources, LLC

Archaeology and Historic Preservation

114<sup>th</sup> W 4<sup>th</sup> Ave, Suite 307, Ellensburg, WA 98926  
[mallory@rlrcultural.com](mailto:mallory@rlrcultural.com)

Phone (208) 610-6873

Christina Barrineau  
Senior Natural Resource Specialist  
Chelan County Natural Resource Department  
Wenatchee, WA

April 9, 2025

Dear Christina:

Enclosed you will find a proposal for a cultural resources inventory scope and cost for the Reindeer Farm Riparian Planting Project in Chelan County, Washington. We believe that this survey should satisfy DAHP regulatory requirements for an archaeological and historic systematic review of the project area. If you have any questions, please do not hesitate to contact us.

Sincerely

RLR Cultural Resources, LLC

*Mallory M Triplett*

Mallory Triplett  
Principal Investigator



# RLR Cultural Resources, LLC

Archaeology and Historic Preservation

114<sup>th</sup> W 4<sup>th</sup> Ave, Suite 307, Ellensburg, WA 98926

Phone (208) 610-6873

[mallory@rlrcultural.com](mailto:mallory@rlrcultural.com)

## Reindeer Farm Riparian Planting Project, Chelan County, WA

Wednesday, April 09, 2025

### Scope of Work

1. RLR will provide a literature search (via WISAARD) of relevant information on the history of the areas. RLR will also search local archives, and any available ethnohistorical documentation and data.
2. The archaeologist will conduct a pedestrian survey of the proposed work areas and inspect all recently exposed subsurface material, including rodent burrows, cutbank surfaces, etc., for any evidence of human occupation. Primarily, the archaeologist will document, photograph, and evaluate all historic structures within the APE.
3. The archaeologist may excavate 40 cm shovel probes, if necessary, throughout each of the work areas depending on planned ground disturbing activities, landform, and vegetation. Any located artifacts and/or features will be cataloged, described, photographed, and returned to the corresponding shovel test. Shovel testing will be determined by the lead archaeologist and based upon a variety of factors, including ground visibility and visible bedrock, sensitivity, etc. The probes, if utilized, will be excavated to a minimum of 40 cm into sterile subsurface.
4. The archaeologist will photograph, draw, GIS map and otherwise document any physical surface features found that are prehistoric, historic, or traditional use. The archaeologist will also document anything of historic significance related to the project, and its potential to qualify for the National Register of Historic Places.
5. RLR assumes that this project is on private land and no state or federal permits will be required to complete a cultural resources investigation of the project area.

### Timetable and Reporting

The fieldwork for this project can be conducted within 45 days of proposal acceptance (weather dependent) with a draft report prepared within 30-45 days from fieldwork completion. After comments are addressed on the draft report, a final report will be issued within 14 days. If any unforeseen difficulties arise in process, the client will be informed directly within two days with an email, and work schedules can be re-arranged. If at any time during this process, large or unforeseen archaeological properties are discovered, work will stop in that area and the evaluation will continue. If any inadvertent human remains are found on site, the nearest tribes, as well as the county sheriff will be contacted and work will stop at that portion of the site, as is standard procedure for inadvertent discovery.

At no time does final issuance of this report mean that the entire process is complete. There must be concurrence with DAHP. RLR will submit a draft and a final report detailing the findings of the survey. The report will include all appropriate maps, photos, sketches, site forms, and a bibliography of all consulted source material. The report will include NRHP evaluation discussions for Cultural Resources within the project area if necessary.

Please call Mallory Triplett (208) 610-6873, Josh Allen (208) 290-4008 or Christopher Landreau (509) 952-5130 if you have any questions.



# RLR Cultural Resources, LLC

Archaeology and Historic Preservation

114<sup>th</sup> W 4<sup>th</sup> Ave. Suite 307, Ellensburg, WA 98926

Phone (208) 610-6873

[mallory@rlrcultural.com](mailto:mallory@rlrcultural.com)

## Projected NTE Costs:

| Task/Personnel               | Function                                | Rate/hr. | Hours | Total          |
|------------------------------|---|----------|-------|----------------|
| Project Management           | Title                                   | Rate     | Hours | Total          |
|                              | Principal Investigator                  | \$146.00 | 8     | \$1,168        |
|                              | Total                                   |          |       | \$1,168        |
| Archival Research/Prefield   | Staff Archaeologist                     | \$105.00 | 8     | \$840          |
|                              | Total                                   |          |       | \$840          |
| Fieldwork- Pedestrian Survey | Staff Archaeologist                     | \$105.00 | 10    | \$1,050        |
|                              | Arch Tech                               | \$91.00  | 10    | \$910          |
|                              | Total                                   |          |       | \$1,960        |
| Report Preparation           | Principal Investigator                  | \$146.00 | 16    | \$2,336        |
|                              | Staff Archaeologist                     | \$105.00 | 16    | \$1,680        |
|                              | Total                                   |          |       | \$4,016        |
|                              | TOTAL LABOR                             |          |       | \$7,984        |
| Expenses                     | Mileage                                 | \$0.70   | 120   | \$84           |
|                              | Hotel                                   | \$120.00 | 0     | \$0            |
|                              | Per-diem                                | \$69.00  | 0     | \$0            |
|                              | Total                                   |          |       | \$84           |
|                              | Total Estimated Cost-Cultural Resources |          |       | <u>\$8,068</u> |



**AMENDMENT NO. 4  
TO AGREEMENT NO. WRHHPD-2021-ChCoNR-00006  
BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
CHELAN COUNTY**

**PURPOSE:** To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and CHELAN COUNTY (RECIPIENT) for the IPID – Alpine Lakes – Dam Safety Improvements (PROJECT).

To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and CHELAN COUNTY (RECIPIENT) for the IPID – Alpine Lakes – Dam Safety Improvements (PROJECT).

An amendment is required as the infrastructure improvements for automation and optimization at Square Lake Dam are ineligible for the HHPD Grant. The Dam Safety Office's inspection and Condition Assessment Report confirm that the gate is operating properly and does not present a safety deficiency. As a result, updates have been made to the project descriptions for Square Lake, Colchuck, and Klonauqua Dams, emphasizing compliance with WA Dam Safety Guidelines. Infrastructure improvements related to automation and optimization at Square Lake are excluded.

Task 4 has been revised to exclude infrastructure improvements associated with automation and control optimization, particularly those related to upgrades to the low-level outlet pipe and gate.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

**Project Short Description:**

**Original:**

The RECIPIENT will retain a consultant to complete 60% design work for the Eightmile Lake Dam not funded under the FY20 HHPD Grant. For Colchuck, Klonauqua, and Square Lake Dams the RECIPIENT will develop a preliminary plan for improvements to the dams, improvement to related infrastructure needed to support optimization and automation of releases and ensure that those facilities are stable until they can be brought into compliance with current WA Dam Safety Guidelines.

**Amended:**

The RECIPIENT will complete 60% design work for Eightmile Lake Dam not funded under the FY20 HHPD Grant and will develop a preliminary plan for improvements to Colchuck, Klonauqua, and Square Lake Dams to comply with WA Dam Safety Guidelines. Colchuck and Klonauqua will include plans for improvement to infrastructure to support optimization and automation of releases as this work aligns with HHPD priorities to advance dam safety.

**Project Long Description:****Amended:**

Icicle and Peshastin Irrigation Districts (IPID) operate four lakes in the Icicle Creek Watershed in the back country of Chelan County as reservoirs for water storage: Eightmile Lake Dam (NID WA00228), Colchuck Lake Dam (NID WA00227), Square Lake Dam (NID WA00224), and Klonoqua Lake Dam (NID WA00225). The lakes are operated to store water during the winter, spring, and early summer for release during the late summer when additional flows are needed in Icicle Creek to sustain IPID's irrigation diversions and maintain instream flows.

All 4 dams are classified as having a High downstream hazard potential. A High hazard classification reflects the general nature of consequences if a dam were to fail and release the reservoir downstream. It is not intended, nor does it, reflect the condition or operational characteristics of the dam. All 4 dams were given a condition assessment of Poor by ECOLOGY due to each dam's safety deficiencies and that remedial action is necessary.

The RECIPIENT to retain consultant to complete below:

For the Eightmile Lake Dam, the IPID has been engaged with ECOLOGY in completing a project that is designed to replace the existing dam and low-level outlet facilities at Eightmile Lake with new facilities that will meet current Dam Safety Guidelines.

IPID worked with ECOLOGY in 2018 to complete emergency repairs to the dam, spillway facilities, and low-level outlet to reduce the chance of failure following a forest fire and under the threat of heavy rainfall. Preliminary (30% complete) designs have been developed and reviewed by ECOLOGY for a project that will permanently replace the existing dam and low-level outlet facilities. The FY2020 HHPD Grant funded the majority of the Eightmile Lake Dam project for development of 60% designs to replace the existing dam and low-level outlet facilities. The FY2021 HHPD Grant covers the remaining costs of the design work not covered by the FY2020 HHPD Grant.

The Colchuck Lake Dam project will be a continuance of work started as part of the draft Colchuck Lake Condition Assessment Report (Anchor QEA 2022), which found that the dam's spillway does not have capacity to pass the Step 6 storm, or the 10-, 25-, and 100-year storms while maintaining the required freeboard when the lake is full.

The Square Lake Dam project will be a continuance of work started as part of the draft Square Lake Condition Assessment Report (Anchor QEA 2022), which found that the existing spillway and low portion of the dam crest does not have capacity to pass the Step 4 storm while maintaining the required freeboard when the lake is full.

The RECIPIENT will be retaining a consultant to develop a preliminary plan for improvements to the Colchuck Lake and Square Lake Dams so they can be brought into compliance with current WA Dam Safety Guidelines. Additionally, Colchuck Lake Dam will include plans for improvement to related infrastructure needed to support optimization and automation of releases, as this work overlaps with the HHPD priorities for advancing dam safety.

The Klonoqua Lake Dam project will be a continuance of work started as part of the draft Klonoqua Lake Condition Assessment Report (Anchor QEA 2022), which found degradation of the rock-filled timber-crib and that the existing spillway and low portion of the dam crest does not have capacity to pass the Step 4 storm while maintaining the required freeboard when the lake is full.

The RECIPIENT will be retaining a consultant to develop preliminary design drawings for infrastructure improvements needed to replace the rock-filled timber-crib section of the embankment at Klonoqua Lake Dam and to develop a preliminary plan so it can be brought into compliance with current WA Dam Safety Guidelines. Additionally, Klonoqua Lake Dam will include plans for improvement to related infrastructure needed to support optimization and automation of releases, as this work overlaps with the HHPD priorities for advancing dam safety.

## CHIELAN COUNTY

IPID - Alpine Lakes - Dam Safety Improvements Project

Agreement No. WRHHPD-2021-ChCoNR-00006

**Overall Goal:**

Eightmile Lake Dam - the overall project goal is to reduce the risk of dam failure due to aging infrastructure at the dam. The grant allows the investigation of the feasibility of a project that would replace the low-level outlet pipeline, dam structure, and other appurtenances.

Colchuck Lake Dam, Klonaquia Lake Dam, and Square Lake Dam - the overall project goal is to develop a preliminary plan so it can be brought into compliance with current WA Dam Safety Guidelines. Colchuck Lake and Klonaquia Lake Dams will include plans for improvement to related infrastructure needed to support optimization and automation of releases, as this work overlaps with the HHPD priorities for advancing dam safety. Additionally, the Klonaquia Lake Dam project will develop a preliminary plan to replace the degraded timber cribbing.

**CHANGES TO SCOPE OF WORK**

Task Number: 4

Task Cost: \$100,000.00

Task Title: Square - Preliminary Design of Dam Improvements

Task Description:

This task will develop a preliminary plan for improvements to Square Lake Dam to ensure that those facilities are stable until they can be brought into compliance with current Dam Safety Guidelines. The following will be completed:

- Site investigations needed to support preliminary design
- Preliminary Design Drawings
- Preliminary Design Report

- Site investigations needed to support preliminary design will include the following:

- \* Topographic Survey at the site to better understand existing site conditions, key elevations, and the configuration of the existing dams, other structures, and low-level outlet at Square Lake. The topographic survey will result in an updated base map of existing conditions for the site.
- \* Geotechnical Reconnaissance to assess the existing geology and soil conditions at the site. It will include initial observations of site conditions combined with a detailed desktop study of local geology and site conditions.
- \* Dam Stability Analysis will be completed using very high-level stability calculations to check the stability of the dam at Square Lake to ensure that the dam is stable under current operating conditions and under design-level seismic event conditions. Because Square Lake is a lower profile dam and represents a lower risk for failure and damage that could be caused by failure and downstream inundation, a stability model is not warranted. Desktop or spreadsheet calculations will be completed to demonstrate stability using conservative values.



## CHIEFLAN COUNTY

IPID – Alpine Lakes – Dam Safety Improvements Project

Agreement No. WRHHPD-2021-ChCoNR-00006

## - Preliminary Design Drawings will include the following:

- \* Based on the Dam Safety Office's inspection and the Condition Assessment Report the gate for Square Lake is operating properly and is not a recognized dam safety deficiency, therefore, this task does not include infrastructure improvements needed to support automation and optimization of the controls at Square Lake Dam, primarily for upgrades to the low-level outlet pipe and gate."
- \* Recommendations for extending the dam abutments up the slopes on either side to create additional freeboard to allow the dam to pass the Step 4 design storm while maintaining adequate freeboard.

## - Preliminary Design Report will include the following:

- \* The report will include a summary of analyses completed, a description of recommended improvements, and an opinion of the probable cost of implementing the improvements.

Task Goal Statement:

This task will develop a preliminary plan for improvements to Square Lake Dam and related infrastructure needed to support optimization and automation of releases and ensure that those facilities are stable until they can be brought into compliance with current Dam Safety Guidelines.

Task Expected Outcome:

In order to bring Square Lake Dam up to current Dam Safety Guidelines, this project will create preliminary design of dam safety improvements including a site investigations needed to support preliminary design, creation of preliminary design drawings and a preliminary design report.

**Deliverables**

| Number | Description  | Due Date |
|--------|--|----------|
| 4.1    | Topographic survey/base map of existing conditions |          |
| 4.2    | Geotechnical reconnaissance notes and photographs  |          |
| 4.3    | High-level dam stability calculations              |          |
| 4.4    | Preliminary design drawings                        |          |
| 4.5    | Preliminary design report                          |          |

CHELAN COUNTY

IPID - Alpine Lakes - Dam Safety Improvements Project

Agreement No. WRIIHPD-2021-ChCoNR-00006

## AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 07/24/2023.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State  
Department of Ecology

CHELAN COUNTY



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

Ria Berns

Date

Water Resources

Program Manager

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

Michael Kaputa

Date

Director

Template Approved to Form by  
Attorney General's Office

**Chelan County  
Natural Resource Department  
Monday, April 28, 2025**

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

**From: Erin McKay, Senior Natural Resource Specialist**

**RE: FRB Chiwawa Road Machine Thinning Project**  
**Recommendation to Award, Execute Agreement**  
**(Action Item)**

Commissioners:

In April 2025 the Chelan County Natural Resource Department issued a Request for Proposals for the referenced project. The RFP provides for machine thinning/mastication of 83.8 acres on federal lands in the Upper Wenatchee FRB priority treatment area. By close of the bid period on April 14th, 2024, proposals were received from four (4) Contractors for the referenced project. Bid proposals were received and reviewed by Natural Resource Department staff. Staton Forestry LLC, of Eugene, OR was the apparent low bidder with a total bid of \$59,384.50. Staton Forestry LLC has provided the following required pre-contract documentation listed as follows:

1. Fully Executed Agreement.
2. Performance and Payment Bonds
3. Contractor's Certificate of Liability Insurance

Based on the foregoing, recommendation is as follows:

**Recommendation**

**It is recommended that the Chelan County Board of Commissioners execute the agreement for "Upper Wenatchee FRB Chiwawa Road Machine Thinning Project" to Staton Forestry LLC in the amount of \$59,384.50, and further authorize the issuance of "Notice of Award", with the date of notice to proceed to be determined by Chelan County Natural Resource Department.**

Respectfully Submitted,



Erin McKay, Senior Natural Resource Specialist

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**AGREEMENT**

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THIS AGREEMENT, made this 16 day of April, 2025, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and Stetson Forestry LLC doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to fulfill the Chiwawa Road Machine Thinning Project in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall obtain approval of COMPLETION for all contracted work on or before
4. December 15<sup>th</sup>, 2025.
5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices shown in the Bidder provided Quote/ Bid Proposal Form (*Not including Washington State Sales Tax*). Unit prices will be multiplied by the quantity of work actually completed for each pay item on the Proposal Form. Increased or Decreased Quantities, or Changed Conditions, may alter the final payment to Contractor as outlined in Standard Specifications section 1-04.6.
6. A Contract Bond (Payment and Performance Bond) will be required. The Contractor may request the Contracting Agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance.
7. The CONTRACTOR shall submit applications for payment to the CONTRACTING AGENCY.
8. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) BIDDING INSTRUCTIONS/ INVITATION TO BID
  - (B) BID PROPOSAL
  - (C) BIDDER INFORMATION
  - (D) NON-COLLUSION DECLARATION
  - (E) CERTIFICATION REGARDING DEBARMENT
  - (F) BONDING AND CLAIMS
  - (G) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
  - (H) PERFORMANCE AND PAYMENT BOND
  - (I) NOTICE OF AWARD
  - (J) CHANGE ORDER(s)
9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

**CONTRACTING AGENCY****CONTRACTOR**\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
TITLE (SEAL)

PO Box 7515, Springfield, OR 97475

85386 Hwy 99S Eugene OR 97405  
ADDRESSATTEST:  
Clerk of the Board\_\_\_\_\_  
Estimator  
TITLE (SEAL)\_\_\_\_\_  
SIGNATUREEMPLOYER ID  
NUMBER:

87-4266624

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

ATTEST:

\_\_\_\_\_  
TITLE\_\_\_\_\_  
Tracy Wright  
SIGNATURE\_\_\_\_\_  
Tracy Wright  
PRINT NAME\_\_\_\_\_  
Office Manager  
TITLE

# Service Contract

**Sponsor Information:**

Chelan County Natural Resources Department

**Physical and mailing address:**

411 Washington Street, Suite 201, Wenatchee WA 98801  
Wenatchee, WA 98801  
(509) 667-6533

**Sponsor Project Manager:**

Name: Scott Bailey  
Phone: 509-679-2131  
Email: Scott.Bailey@co.chelan.wa.us

**Consultant Information:**

Company Name: Elliott Consulting, LLC  
Project Manager: Susan Elliott  
UBI No.: 605-278-807  
Mailing Address: PO Box 2577 White Salmon, WA 98672  
Phone: 610-703-7074  
Email: Consulting.by.Elliott@gmail.com

## Project Information:

Project Name: Lower Chiwawa Recreation Safety Assessment  
Project Location: Thirteen miles of the Lower Chiwawa River, from Huckleberry Ford Campground access to the confluence with the Wenatchee River.

**Short Description:**

The project entails a river recreation safety assessment of a thirteen mile reach of the Lower Chiwawa River near Plain, WA. The assessment will document the type and extent of boater use, classify river hazards at low, medium, and high flows, and evaluate boater perceptions of river hazards—including large woody debris and other natural or constructed features. The study will also include an evaluation of potential safety risks associated with campgrounds and dispersed camping areas adjacent to the river.

**Consultant Scope of Work:**

Scope of work and project schedule are provided in Attachments A.

**Standard Agreement**

This agreement is made on April 18, 2025 by and between:

Chelan County Natural Resources Department, hereafter referred to as "Sponsor" and Elliott Consulting, LLC, hereafter referred to as "Consultant".

# Provisions

## Article 1. Scope of Work

The Consultant agrees to perform the work described in Attachment A: Scope of Work. The Sponsor will compensate the Consultant as described in Attachment B: Budget.

## Article 2. Terms of Payment

### A. Invoicing

Consultant will submit invoices on a monthly basis for work completed and expenses incurred. Invoices will reflect:

- a. Hours worked to date, including subcontractor hours
- b. Expenses incurred (e.g., mileage, lodging, meals), supported by receipts where required

Consultant's first invoice may be submitted following the first incurred project costs (e.g., travel, time spent on initial planning, or early fieldwork). Payment is due within 30 days of invoice receipt. Consultant acknowledges that pre-payment for unincurred work or estimated costs is not permitted under this agreement.

### B. Payment Terms

Payment is due within 30 days of date of the invoice for the entire invoice amount. Any invoice not paid within 30 days shall bear interest at the equivalent of 1 percent per month. The Contractor agrees that payment within 30 days is contingent upon Sponsor's reimbursement by the entity funding this work. Sponsor shall make every effort to make timely payments to the Contractor but will not be responsible for interest if reimbursement is not received from the funder within 30 days.

### C. Final Payment

Final payment of any balance will be made upon completion of the Scope of Services, and receipt of all deliverables and all project-related documents and data that are required to be furnished under this Agreement. The Sponsor may withhold payment from Contractor if in the Sponsor's judgement Contractor's performance of its contract obligations is unsatisfactory.

## Article 3. Consultant Responsibilities

### A. Independent Status

Consultant shall act as an independent contractor and shall retain full control over employees,

agents, methods, and subcontractors.

**B. Subcontracting**

Consultant may engage subcontractors with prior notice to the Sponsor. Subcontractor work must comply with this Agreement.

**C. Performance**

The standard of care applicable to the Contractor services will be the degree of skill and diligence normally employed by Contractors performing the same or similar services. The Contractor shall at all times comply with all laws, regulations, codes, orders, decrees, and permits applicable to the Work. The Sponsor shall not be responsible for any such violations by the Contractor.

**D. Notice of Delays**

The time schedule for the performance of services as set forth under this Agreement is based on the Contractor's anticipation of the orderly and continuous progress of the project. If Contractor is delayed in the performance of services by conditions that are beyond its control, Contractor shall notify the Sponsor in writing within 3 days of the cause of delay and the amount of delay anticipated. The Contractor shall not be entitled to nor shall it be granted any extensions of time for avoidable delays.

**E. Insurance**

Consultant shall maintain:

- a. General liability: \$1,000,000
- b. Auto liability: \$500,000
- c. Professional liability: \$2,000,000

Certificates naming the Sponsor as additional insured will be provided upon request.

**F. Records and Audits**

Contractor will maintain accounting records, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records will be available for examination by the Sponsor during Contractor's normal business hours for a period of 3 years after the final invoice to the extent required to verify the costs incurred hereunder.

**G. Affirmative Action**

Contractor, with regard to the work performed by it after approval and/or award and prior to completion of this contract, shall not discriminate on the grounds of race, color, sex, age, sexual orientation, political ideology or national origin, and in the selection and retention of employees and subcontractors, including, but not limited to, services for procurement of materials and leases of equipment.



## **Article 4. Ownership, Liability, and Disputes**

### **A. Work Product**

Consultant retains ownership of general templates and methodologies but grants Sponsor full use of all deliverables for project purposes. Consultant may reference non-confidential aspects in portfolios or proposals.

### **B. Limitation of Liability**

To the maximum extent permitted by law, the Sponsor agrees to limit Contractor's liability for the Sponsor's damages to Contractor's fees for the services provided under this Agreement.

### **C. Indemnification**

To the fullest extent permitted by law, the Sponsor agrees to indemnify and hold harmless the Consultant, its officers, employees, and subcontractors from and against any and all claims, damages, liabilities, and costs (including reasonable attorneys' fees) arising out of or related to the Sponsor's negligent acts, errors, or omissions in connection with this Agreement. This indemnification shall not apply to the extent that such claims or damages are caused by the Consultant's own negligence.

### **D. Governing Law**

This Agreement is governed by the laws of the State of Washington. Any dispute shall be resolved in the Superior Court of Washington for Chelan County.

### **E. Disputes & Mediation**

In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules of the Chelan County Superior Court for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with Chelan County Superior Court.

### **F. Waivers**

No waiver by either party of any default by the other party in the performance of any provision of this Agreement will operate as, or be construed as, a waiver of any future default, whether like or different in character.

## **Article 5. Additional Terms**

### **A. Waivers**

No waiver by either party of any default by the other party in the performance of any provision of this Agreement will operate as, or be construed as, a waiver of any future default, whether like or different in character.

**B. Force Majeure**

Neither party to this Agreement shall be liable to the other for delays in performing the Scope of Services, or for any resulting costs, caused by conditions beyond their reasonable control. These include but are not limited to labor strikes, acts of war, riots, governmental restrictions, natural disasters, or extraordinary weather. For field-based work, this also includes limitations due to river flow conditions, such as insufficient or unseasonably short flow windows that prevent safe or meaningful data collection at intended discharge levels.

**C. Authorization to Proceed**

Execution of the Agreement by the Sponsor will be authorization for Contractor to proceed with the Scope of Services, unless otherwise provided for in this Agreement.

**D. No Third-Party Beneficiaries**

This Agreement gives no rights or benefits to anyone other than Contractor and the Sponsor and has no third-party beneficiaries.

**E. Termination**

Sponsor may terminate this agreement at any time. Consultant will be compensated for work completed and costs incurred through the termination date.

**F. Severability and Survival**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, unenforceability will not affect any other provision of this Agreement. The provisions of this Agreement shall survive its termination and completion of services.

**G. This Agreement may be extended by mutual consent of the parties.**

**H. Complete Agreement**

This Agreement constitutes the complete and final understanding between the parties. The Sponsor may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for Contractor's Scope of Services, adjusting compensation and/or time will be mutually agreed upon in writing. Additional Services provided by Contractor will be entitled to additional compensation or extension of time only as authorized in writing by the Sponsor.

**I. Work Changes**

The Sponsor reserves the right to order work changes in the nature of additions, deletions, or modifications to this Contract, without invalidating the Contract, and agrees to make corresponding adjustments in the Contract Price and time for completion as are then agreed to by the parties. Any such changes will be authorized by a written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Sponsor shall be determined by the

mutual agreement of the parties to this Contract before starting the work involved in the change.

## Attachments

The following attachments and schedules are hereby made a part of this Agreement:

- Attachment A: Scope of Work and Proposed Schedule
- Attachment B: Budget

The Sponsor hereby engages and employs the Contractor to perform the work items identified in Attachment A: Scope of Work at the location and under the terms and conditions and for the price set forth in Attachment B: Contractor's proposal and pricing. The Contractor, in consideration of the payments to be made to it, agrees to perform the referenced work items, fulfilling all of the Contractor's obligations, in strict conformity with the terms and conditions of this Agreement.

The Sponsor will pay the Contractor on a monthly basis commensurate with progress in the Scope of Work (Attachment A) completed, at the unit prices indicated (Attachment B), at an amount not to exceed \$34,365 including applicable tax. No additional work shall be completed under this contract without prior written approval.

**Approved for Consultant:**

Signature: S. S. MA

Name: Susan Elliott

Date: April 18, 2025

**Accepted for Sponsor:**

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

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

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



# Scope of Work

## Lower Chiwawa River Recreation Safety Assessment

### Prepared for:

Chelan County Natural Resources Department  
Scott Bailey

### Prepared by:

Susan Elliott  
Elliott Consulting, LLC

## Project Summary

Elliott Consulting has been selected by Chelan County Natural Resources Department to complete a Recreation Safety Assessment on the Lower Chiwawa River through CCNRD's standard technical services procurement process. The project will focus on the lower 13 miles from approximately Huckleberry Ford Campground to the confluence with the Wenatchee River. In collaboration with Yakama Nation Fisheries, the purpose of this study is to:

- Document the **type and extent of river use by boaters**;
- Assess **boater perceptions of safety**, particularly in relation to large wood and other natural or constructed river features;
- **Identify, assess, and map hazardous features** at low, moderate, and high flows to document current conditions;
- Evaluate potential safety hazards associated with **campgrounds and dispersed camping areas** adjacent to the river; and
- Identify **areas of bank-based river use** that may influence the design of future restoration treatments.

The final report will also include recommendations, where appropriate, for enhancing recreational safety at restoration sites, based on field observations and analysis. All deliverables will be provided in a technical report format suitable for internal planning purposes, including flow-based hazard classification maps, photographic documentation, and supporting appendices.

# Deliverables

The following deliverables will be provided to CCNRD:

## **Comprehensive Technical Report**

A PDF-format written report including:

- Executive Summary
- Introduction
- Materials and Methods
- Results (including river use, user perceptions, and hazard assessments)
- Discussion
- Literature Cited
- Supporting Appendices

## **Characterization of River Use**

A summary of recreational use types and frequency along the Lower Chiwawa River, developed from interviews, online sources, incident data, and observation data.

## **Boater Perception & Survey Summary**

A detailed summary of boater experience and safety perception based on:

- Online survey to local and regional boaters with targeted outreach to boaters known to have floated the river
- Reported equipment used, user skill level, perceived risk areas, and general river impressions
- Results synthesized into a narrative and quantitative summary
- Full anonymized data provided in the appendix

## **Dispersed Camping Risk Assessment**

Identification of existing campground and dispersed use areas adjacent to the river corridor, with analysis of potential risks to campers posed by river features during different flow conditions.

## **On-Water Safety Assessment at Multiple Flow Levels**

Field-based identification and classification of river hazards at low, mid, and high flows, including:

- GPS-located river hazards (e.g., large wood)
- Risk classification system tailored to flow conditions
- Photo documentation
- Observation logs and field notes

## **Flow-Based Hazard Classification Maps (PDF format)**

- PDF maps displaying river hazards at each assessed flow level

- Differentiation by hazard type and level of risk
- Visual documentation (photos and mapped points) corresponding to on-water findings

## Appendices

- Hazard classification criteria and framework
- Online and key interview survey questions and results
- On-water field logs and safety assessment
- Maps, photos, and raw observation data

## Project Location and Scope Limits

This scope of work includes a thirteen mile reach of the Lower Chiwawa River, extending from Huckleberry Ford Campground downstream to the confluence of the Wenatchee River. The assessment also includes adjacent riverside areas extending from shore approximately 100 feet and accessible by public roads that are open to camping, both designated and dispersed camping sites.

## Project Schedule

The proposed work is schedule for completion in a single field season in 2025, as outlined in Table 1. On-water river surveys are contingent upon the occurrence of natural flow conditions, both in flow volume and timing. If sufficient data can not be collected during the anticipated window (approximately April - June 2025), then project may require an extension into the 2026 field season.

| Lower Chiwawa River Safety Assessment Proposed Schedule                 |     |      |      |     |      |     |     |     |
|---|-----|------|------|-----|------|-----|-----|-----|
| Activity  | May | June | July | Aug | Sept | Oct | Nov | Dec |
| Initial river survey, dispersed camping field visits, camera deployment |     |      |      |     |      |     |     |     |
| Second river survey   |     |      |      |     |      |     |     |     |
| Online survey publication   |     |      |      |     |      |     |     |     |
| Key interviews  |     |      |      |     |      |     |     |     |
| Online survey results analysis  |     |      |      |     |      |     |     |     |
| Camera retrieval, photo analysis  |     |      |      |     |      |     |     |     |
| Background research   |     |      |      |     |      |     |     |     |
| Hazard map production   |     |      |      |     |      |     |     |     |
| Report draft delivered  |     |      |      |     |      |     |     |     |

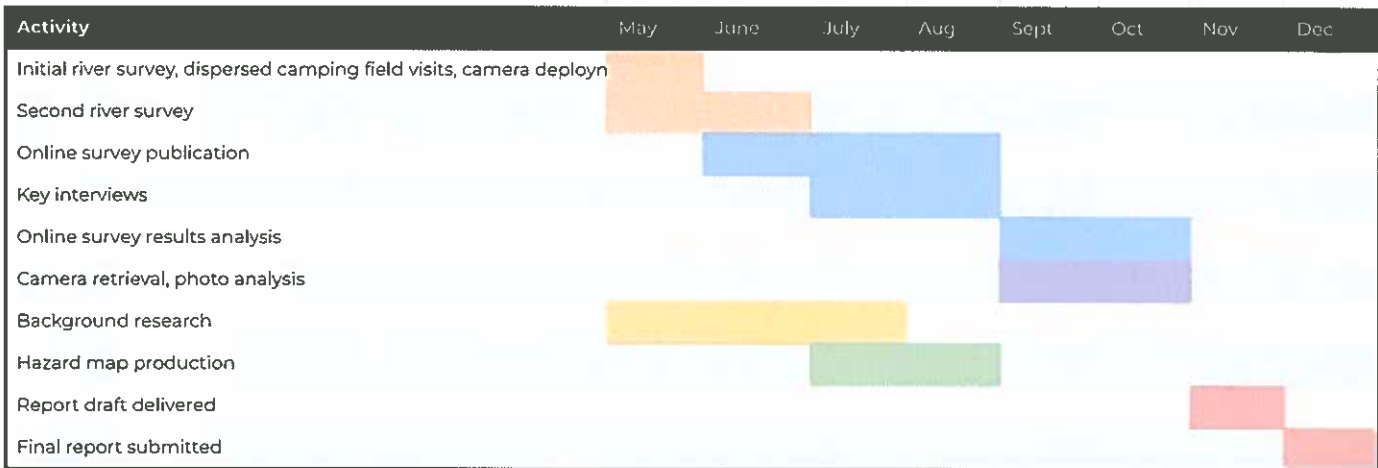
| Lower Chiwawa River Safety Assessment Proposed Schedule |     |      |      |     |      |     |     |     |
|---|-----|------|------|-----|------|-----|-----|-----|
| Activity  | May | June | July | Aug | Sept | Oct | Nov | Dec |
| Final report submitted                                  |     |      |      |     |      |     |     |     |

*Table 1: Proposed project schedule for the Lower Chiwawa River Safety Assessment.*

## Collaboration

Support from CCNRD or partner staff may be required to assist with motion-activated camera data collection throughout the summer season. If Elliott Consulting is responsible for camera operations, additional travel and site visits not included in the budget may be necessary.

## Lower Chivawa River Safety Assessment Proposed Schedule



### Note on Fieldwork Timing:

*This project relies on capturing data during low, moderate, and high flow events on the Lower Chivawa River. If the 2025 season does not produce sufficient flow variation, or if available windows occur outside of a safely accessible or logistically feasible timeframe, Elliott Consulting reserves the right to delay on-water assessment until the next viable flow window occurs in a subsequent year.*

*The final reporting timeline may be adjusted accordingly, with prior communication and approval from Chelan County.*



## Budget

### Lower Chiwawa Recreation Safety Assessment - 2025

CCNRD

4/17/2025

#### ESTIMATED HOURS

| Total |
|-------|
|-------|

#### DIRECT COSTS

##### BY ITEM

| Mileage | Per Diem - Full | Per Diem - First/Last | Lodging |
|---------|-----------------|-----------------------|---------|
| \$0.700 | \$68            | \$51                  | \$110   |

##### BY COST

| Mileage | Per diem + Lodging | Total |
|---------|--------------------|-------|
|---------|--------------------|-------|

### On-Water Safety Assessments + Hazard GPS Mapping

|   |                |
|---|----------------|
| Primary Flow site visit - 5 day / 4 nights*   | \$8,250        |
| Vehicle shuttle   | \$120          |
| *2-person site visit includes 2 river survey days, 1 land-based field day, and 2 travel half days | \$8,370        |
| <b>Sub-total</b>  | <b>\$9,898</b> |

| Per Mile | Per Person/Day | Per Person/Day | Per Person/Day |
|----------|----------------|----------------|----------------|
| 680 S    | 3              | 2              | 2              |

|       |         |         |
|-------|---------|---------|
| \$476 | \$1,052 | \$1,528 |
|       |         | \$1,528 |

|   |                |
|---|----------------|
| Secondary Flow Site Visit - 3 day / 2 night*                            | \$4,250        |
| Vehicle shuttle   | \$80           |
| *2-person site visit includes 1 river survey day and 2 travel half days | \$4,330        |
| <b>Sub-total</b>  | <b>\$5,443</b> |

|     |   |   |   |
|-----|---|---|---|
| 476 | 1 | 2 | 2 |
|-----|---|---|---|

|       |       |         |
|-------|-------|---------|
| \$333 | \$780 | \$1,113 |
|       |       | \$1,113 |

|   |                |
|---|----------------|
| End of Season Site Visit - 3 day / 2 night*                               | \$2,210        |
| Vehicle shuttle   | -              |
| *1-person site visit includes land-based field day and 2 travel half days | \$2,210        |
| <b>Sub-total</b>  | <b>\$2,933</b> |

#### DIRECT

|     |   |   |   |
|-----|---|---|---|
| 476 | 1 | 2 | 2 |
|-----|---|---|---|

|       |       |       |
|-------|-------|-------|
| \$333 | \$390 | \$723 |
|       |       | \$723 |

### Analysis and Reporting

|  |                 |
|--|-----------------|
| Planning, Project Coordination, and Background Research      | \$2,680         |
| Online Survey Distribution, Key Interviews and Data Analysis | \$3,520         |
| Motion-Activated Camera Photo Analysis                       | \$1,740         |
| Incident Research  | \$650           |
| Dispersed Camping Use Research                               | \$1,300         |
| Final Report Production                                      | \$4,620         |
| Review and Revisions   | \$780           |
|  | \$15,290        |
| <b>Sub-total</b>   | <b>\$16,090</b> |

#### BY ITEM

| Item description                                |
|---|
| -   |
| \$400 survey platform, gift certificate         |
| \$400 2 cameras, SD cards, attachment equipment |
|   |
|   |
|   |
|   |
|   |
|   |
| \$800   |

**TOTAL \$34,365**

BOCC Agenda  
April 28, 2025

11:00am Economic Services Director

Ron Cridlebaugh

Discussion

1. Change Order #1 Cascade Central Construction
2. CPIF Agreement with Chelan County Dept. of Natural Resources
3. Executive Session – Real Estate
4. Department Update

Action

1. Change Order #1 Cascade Central Construction
2. CPIF Agreement with Chelan County Dept. of Natural Resources



**The DOH Associates, PS**  
ARCHITECTS and PLANNERS

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
FIELD ☐  
OTHER ☐

## CHANGE ORDER

PROJECT: OLDS STATION CAMPUS

CHANGE ORDER #: 1

TO  
(Contractor): Cascade Central Construction, LLC  
P.O. Box 119  
Wenatchee, WA 98807

INITIATION DATE: 4/21/2025/2025

ARCHITECT'S PROJECT #: 2344

CONTRACT DATE: 3/17/2025

You are directed to make the following changes in this Contract:

1. Field Order #1: Dig (11) test pits for contaminated soils testing by Pacific Engineering \$2,656.65
2. Field Order #3: Existing waterline re-work and search for water leaks \$13,041.69
3. Proposal Request #3: Installation of sewer piping not previously installed \$56,730.14
4. Proposal Request #5: Excavate and lower existing septic tanks \$52,467.64

Total Amount \$124,896.12

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time, and constitutes a Full and Final Release of any and all claims for cost or damages arising out of this Change in the Work, including any known or potential "impact" costs.

The original (Contract Sum) (~~Guaranteed Maximum Cost~~) was ..... \$ 6,698,000.00  
Net change by previously authorized Change Orders ..... \$ 0.00  
The (Contract Sum) (~~Guaranteed Maximum Cost~~) prior to this Change Order was ..... \$ 6,698,000.00  
The (Contract Sum) (~~Guaranteed Maximum Cost~~) will be (increased) (~~decreased~~) (~~unchanged~~)  
by this Change Order ..... \$ 124,896.12  
The new (Contract Sum) (~~Guaranteed Maximum Cost~~) including this Change Order will be ..... \$ 6,822,896.12

The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by ( 14 ) Days.  
The Date of Substantial Completion as of the date of this Change Order therefore is: ..... October 31, 2025  
Authorized: \_\_\_\_\_ AGREED: \_\_\_\_\_

Chelan County Board of Commissioners  
OWNER  
400 Douglas Street, Suite 201  
Address  
Wenatchee, WA 98801

Cascade Central Construction, LLC.  
CONTRACTOR  
P.O. Box 119  
Address  
Wenatchee, WA 98807

BY \_\_\_\_\_  
DATE \_\_\_\_\_

BY Thomas Bezanon  
DATE 04/21/2025

## Cascade Public Infrastructure Fund Grant Interlocal Agreement

### I PARTIES

This Agreement is made by and between **CHELAN COUNTY** (hereinafter referred to as **the County**), having its business address at 400 Douglas Street, Suite 201, Wenatchee, Washington, 98801, and **CHELAN COUNTY, DEPARTMENT OF NATURAL RESOURCES** (hereinafter referred to as **Grantee**), having its business address at 411 Washington St, Suite 201, Wenatchee, WA 98801

### II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section V, MUTUAL CONSIDERATION, have been made or until terminated as provided for in Section VIII, TERMINATION, but in no event shall the term of this agreement exceed December 31, 2025.

### III PURPOSE

The purpose of this Agreement is to provide funding support for **Heartwood Biomass Market Assessment** (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Cascade Public Infrastructure Fund (CPIF) Grant Program Application as attached (Attachment B).

### IV RECITALS

The Parties make this Agreement based on and in recognition of certain relevant facts and circumstances including:

A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Chelan County Code CCC 1.71.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Distressed Counties Tax Fund, now known as Rural Counties Tax Fund.

B. The Grantee intends to complete the Project. The Project, when completed, will be partially funded by a **\$75,000 grant from the Chelan County Rural Counties Tax Fund**, and the balance of the Project will be funded by the Grantee and other sources as outlined in Attachment B. The Project improvements, when complete, will be owned and maintained by the Grantee.

C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.

D. RCW 82.14.370 defines public facilities to include bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and port facilities in the state of Washington or affordable workforce housing infrastructure or facilities.

E. Chelan County has adopted the Chelan County Cascade Public Infrastructure Fund Grant Program Policies (CPIF).

1. CPIF Grant Program Objectives include:

- a. Create family wage jobs available to the citizens of Chelan County.
- b. Retain and expand existing businesses in Chelan County.
- c. Attract new businesses to Chelan County.
- d. Invest in projects that will increase Chelan County revenue, in turn easing the tax burden of Chelan County citizens and enhancing the sustainability of the Cascade Public Infrastructure Fund (CPIF).
- e. Invest in permanently affordable workforce housing projects that will allow for individuals and families earning incomes up to 120% AMI to live in Chelan County.
- f. Prioritize investments in rural, unincorporated areas of Chelan County.

2. CPIF Grant Program Policies include:

Chelan County will only fund public facility projects that:

- a. Comply with all federal, state, county, and other applicable local regulations.
- b. Comply with RCW 82.13.370
- c. Meet CPIF Grant Program objectives
- d. Support permanently affordable housing projects
- e. Are consistent with the Chelan County Comprehensive Plan or the comprehensive plan of the city, town or port affected by the project.

F. Chelan County created the Cascade Public Infrastructure Fund Advisory Committee to;

1. Review applications for grants from the Rural Counties Tax Fund.
2. To make a recommendation to the Board of Commissioners on which projects to grant fund from the Rural Counties Tax Fund based on a commitment of other project funds, the potential for job creation and/or retention, the creation of affordable housing units and other factors.

G. The CPIF Advisory Committee has reviewed the application for Rural Counties Tax Funds, also known as Cascade Public Infrastructure Grant Funds, and has recommended approval to the Chelan County Board of Commissioners.

H. Specifically, the CPIF Advisory Committee has recommended this Project application to be approved for a grant. A copy of the CPIF application for this Project is attached to this Agreement as Attachment B and incorporated herein.

I. The Chelan County Board of Commissioners reviewed the recommendation and the application and approved a grant to the Grantee from the Rural Counties Tax Fund in the amount of **\$75,000** total.

J. The Chelan County Rural Counties Tax Fund balance is sufficient to make the requested grant to the Project.

K. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

## **V MUTUAL CONSIDERATION**

The parties do not intend to create any new or separate legal or administrative entity by this Agreement but intend for this mutual Agreement to govern the County's financial support for the Project. The terms and conditions contained herein reflect the voluntary participation of the parties.

A. **GRANTEE RESPONSIBILITIES:** The Grantee hereby agrees as follows:

1. If after the award of the contract, the scope of the Project or the Project budget has changed, the Grantee shall provide the County the following updated documents: 1) an updated detailed description of the Project; 2) a Project budget itemizing the changes together with the estimated cost of the changes; and 3) a schedule showing sources and uses of funding for the Project, if any of the aforementioned documents varies from those that were submitted with the Grantee's application for CPIF funding. In no case shall the County pay an amount greater than the grant amount of **\$75,000**.
2. The Grantee shall be responsible for all aspects of the project. The Grantee will comply with all applicable laws, rules and regulations relating to the Project. The County shall have no responsibility for the Project other than the funding set forth herein.
3. The Grantee shall provide the County with a final report showing the actual cost of the Project and the actual sources and uses of funding for the Project.

B. **CHELAN COUNTY'S RESPONSIBILITIES:** The County hereby agrees as follows:

1. COUNTY GRANT—The County shall issue a grant to the Grantee for up to **\$75,000** for the Project described herein. This grant shall be by County warrant drawn on the Rural Counties Tax Fund and payable to the Grantee upon approval of this Agreement by the Chelan County Board of Commissioners and the Grantee, and pursuant to the terms contained in (ii), Payout of Grant Funding, below.
2. PAYOUT OF GRANT FUNDING—The County shall pay out grant funding to the Grantee up to a maximum of **\$75,000** of the total Project costs. This amount shall be paid in accordance with Attachment A, attached hereto. Disbursements of grant funding shall be made contingent upon and subject to the continued commitment of the other Project funding sources.
3. Unless the parties to this Agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this Project forever. The Grantee agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed grant amount.

## **VI RECORDS, REPORTS AND AUDITS**

The Grantee agrees to maintain such records, make such reports and follow such procedures pertaining to this Agreement as may be reasonably required by the County and as are typically maintained and made by the Grantee in the undertaking of a Project of this nature. All Grantee records pertaining to this Agreement and the Project work shall be retained by the Grantee for a period of three (3) years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State government shall have access to any books, documents, papers, and records of the Grantee which pertain to this Agreement or the Project work for the purpose of making audit, examination, excerpts, and transcriptions.

## **VII RELATIONSHIP OF PARTIES AND AGENTS**

Neither the Grantee nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the Grantee. This Agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

The Grantee represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform the Project work. Such personnel shall not be employees of, or contractors with the County for purposes of the Project. The Grantee will comply with all applicable laws, rules and regulations relating to the performance of the Project. All such personnel, contractors, and/or subcontractors shall be fully qualified (as determined by the Grantee in its sole discretion) and authorized/permitted under State and/or local law to perform such services.

## **VIII      TERMINATION**

If the Grantee fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the termination or closeout of this Agreement in the manner specified herein:

- A.      TERMINATION FOR CAUSE— If the Grantee fails to comply with the terms and conditions of this Agreement, the County will give notice to the Grantee in writing of its failure to comply. The Grantee will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the Grantee into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the Grantee and a failure by the Grantee to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the Grantee may take such remedial actions under the law as are available to cure the default, including specific performance, which shall be limited to dispersal of County approved grant funding.
- B.      TERMINATION FOR OTHER GROUNDS—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date, reimbursement of grant funding, and, in case of termination in part, reimbursement of that portion of the grant funds paid for Project work not completed and to be terminated. Such termination shall be deemed a termination for convenience of the parties.
- C.      TERMINATION FOR TIME—This Agreement shall terminate if the Grantee has not applied for reimbursement of any of the grant funds for the Project prior December 31, 2025.

## **IX        COMPLIANCE WITH LAWS**

The County and the Grantee shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments with regard to the performance of this Agreement.

**PREVAILING WAGE:** This contract is subject to prevailing wages as required by RCW 39.12 and RCW 49.28, as amended or supplemented. Contractor and any subcontractors are and shall be responsible for compliance with all provisions herein and all prevailing wage laws, rules, and regulations.

## **X        INTEREST OF MEMBERS OF THE COUNTY AND THE GRANTEE**

No member of the governing body of either party and no other officer, employee, or agent



of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

#### **XI HOLD HARMLESS AND INDEMNITY**

To the extent permitted by law, the Grantee shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, costs, or judgments which result from the activities to be performed by the Grantee, its agents, employees, or subcontractors pursuant to this Agreement.

#### **XII ASSIGNABILITY**

The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the Grantee from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the Grantee.

#### **XIII NON-WAIVER**

The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

#### **XIV CONTRACT MODIFICATIONS**

No modification or waiver of any clause or condition of this Agreement shall be binding upon either party unless such modification or waiver is in writing and duly authorized and executed by the County and the Grantee.

#### **XV SEVERABILITY**

If any portion of this Agreement is changed per mutual signed written agreement or any portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

#### **XVI NOTICES**

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

**TO GRANTEE:** 411 Washington St, Suite 201, Wenatchee, WA 98801

**TO COUNTY:** 400 Douglas Street, Suite 201, Wenatchee, Washington, 98801  
or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or

hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

## **XVII INTEGRATION**

This Agreement contains all terms and conditions to which the County and the Grantee agreed, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this grant transaction. There are no other oral or written agreements between the Grantee and County as to the grant terms contained herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, duly authorized and executed by both parties.

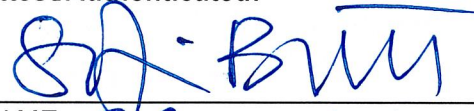
## **XVIII GOVERNING LAW AND VENUE**

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Chelan County, Washington. In the event of any dispute or suit, each party shall be responsible for its own attorney's fees and costs.

Approved by Chelan County, the Grantee,  
at an Open Public Meeting the 26<sup>th</sup> day of  
August, 2024.

  
\_\_\_\_\_  
NAME: Michael Kaputa

Attest/Authenticated:

  
\_\_\_\_\_  
NAME: Sofia Bjorklund

Approved the \_\_\_\_ day of \_\_\_\_\_,  
2025 by the Board of Chelan County  
Commissioners at an Open Public Meeting.

\_\_\_\_\_  
SHON SMITH, CHAIR

\_\_\_\_\_  
KEVIN OVERBAY, COMMISSIONER

\_\_\_\_\_  
BRAD HAWKINS, COMMISSIONER

ATTEST:

\_\_\_\_\_  
ANABEL TORRES, CLERK OF THE BOARD

Dated: \_\_\_\_\_

Attachment A

Grantee: Chelan County Natural Resources Department

Project: Heartwood Biomass Assessment

The **\$75,000** grant funding will be disbursed as follows:

This grant is intended to be last money in and will be paid out after all other committed funds have been expended. The Grantee will send an accounting of the project expenditures to date along with invoices for Project payments made by Grantee to contractor(s) to Chelan County Commissioners' Office, 400 Douglas Street, Suite 201, Wenatchee, Washington, 98801. Invoices will include copies of receipts. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of Project expenses only. The request for grant funds should reference the Chelan County assigned interlocal agreement number.

CHELAN COUNTY COMMISSIONERS  
DEPARTMENT OF PUBLIC WORKS ISSUES

April 29, 2025

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

PUBLIC HEARING: Cascade Natural Gas Franchise Agreement  
PUBLIC HEARING: Malaga Water District Franchise Agreement

BID AWARD: Chelan County Brush Grinding (2025-2026)

DISCUSSION ITEMS:

1. Interagency Agreement with Washington State Department of Enterprise Services Surplus Operations
2. Temporary Construction Easement Agreement with Juan G. Morfin and Marylene C. Rios for Totem Pole Road, Phase 1 Project, County Road Project 650 (CRP 650)
3. Supplement No. 3 to Agreement 2024-01 with Forsgren Associates, Inc. for Easy Street and School Street Intersection Project, County Road Project 738 (CRP 738)
4. Event Permit – Leavenworth Bike Fest Shotter Fest
5. Event Permit – Spring into Manson Car Show
6. Open Item

ACTION ITEMS:

1. Approve Interagency Agreement with Washington State Department of Enterprise Services Surplus Operations
2. Approve Temporary Construction Easement Agreement with Juan G. Morfin and Marylene C. Rios for Totem Pole Road, Phase 1 Project, County Road Project 650 (CRP 650)
3. Approve Supplement No. 3 to Agreement 2024-01 with Forsgren Associates, Inc. for Easy Street and School Street Intersection Project, County Road Project 738 (CRP 738)

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

MAR 17 2025

CHELAN COUNTY  
PUBLIC WORKS

FA-25-001

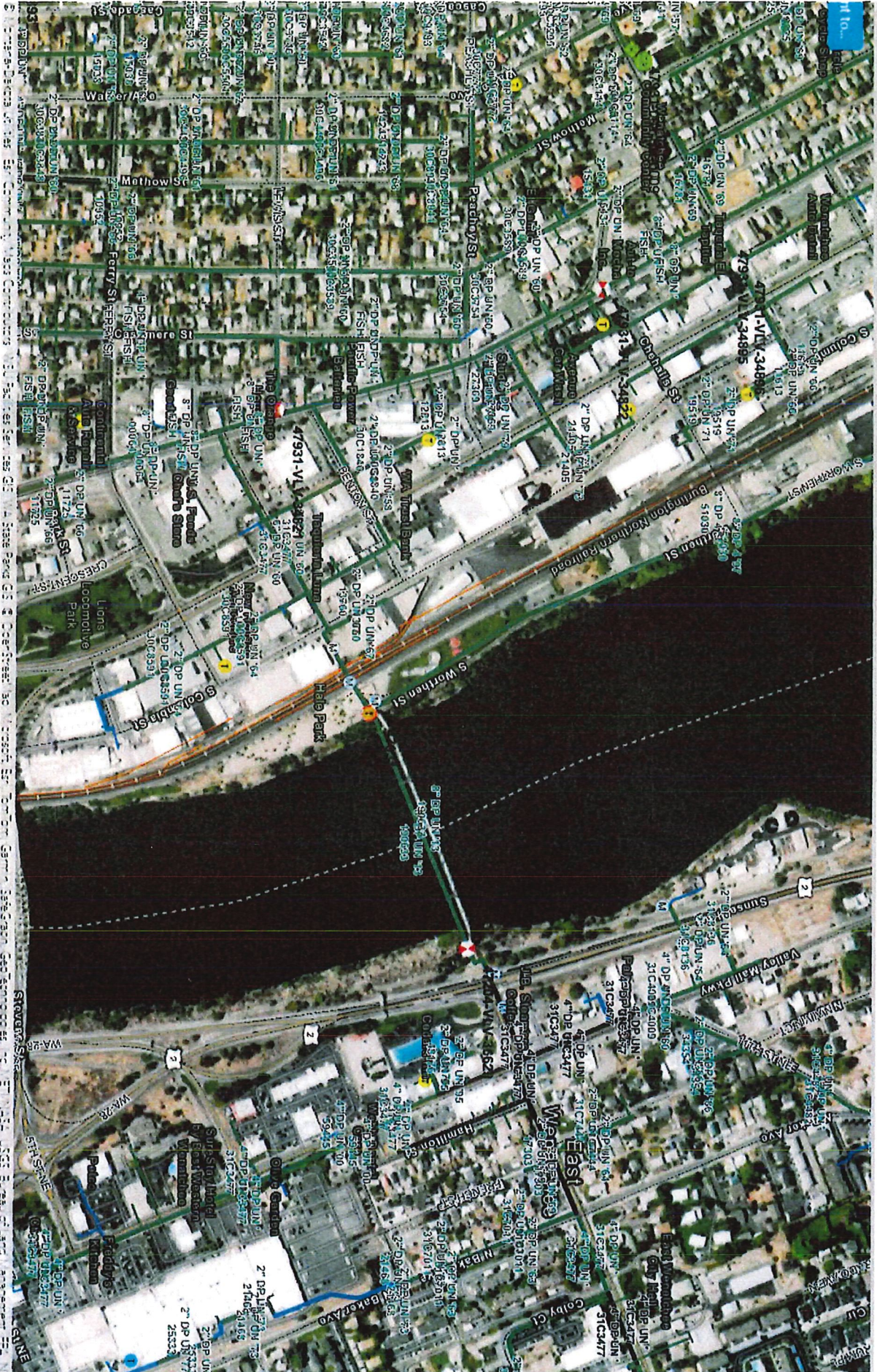
# Application for Franchise for Use of Chelan County Road Right-of-Way (Ch. 36.55 RCW; Title 8 Chelan County Code)

|  |  |
|--|--|
| <b>INSTRUCTIONS:</b><br>1. Provide complete information about the boundaries and/or location of the proposed franchise area by as many of the following methods as may apply: legal description, maps, county road names and mileposts.<br>2. Identify every county bridge upon which franchise facilities are proposed to be located.<br>3. Attach maps and other pertinent documents to this application. Maps should be in black and white.<br>4. Application must be accompanied by the franchise application fee of \$500. Submit application with fee to Chelan County Public Works at address below. Make check payable to "Chelan County." |  |
| <b>APPLICANT INFORMATION</b><br>Applicant's true and complete name<br>Cascade Natural Gas Corporation<br>UBI No. 578012249<br>Mailing Address<br>8113 W Grandridge Blvd<br>Kennewick WA 99336<br>Telephone number<br>509-225-3709<br>Email Address<br>greg.miller@cngc.com<br>Person Submitting this Application<br>Greg Miller<br>Digitally signed by Greg Miller<br>Date: 2025.02.24 10:02:29 -08'00'<br>Signature<br>Printed Name: <u>Greg Miller</u><br>Title: <u>District Manager</u>   | <b>FOR ADMINISTRATIVE USE:</b><br>DATE APPLICATION RECEIVED: <u>3/17/25</u><br>APPLICATION FEE INCLUDED? <u>YES</u><br>CHECK NO. <u>843560</u><br>HEARING DATE: _____<br>APPLICATION WAS:<br><input type="checkbox"/> GRANTED ON _____<br><input type="checkbox"/> DENIED ON _____<br><input type="checkbox"/> ACCEPTED ON _____   |
| <b>FRANCHISE TYPE</b> (check all that apply):<br><input type="checkbox"/> New<br><input checked="" type="checkbox"/> Renewal<br><input checked="" type="checkbox"/> County-wide<br><input type="checkbox"/> Project Specific   | <b>LOCATION OF PROPOSED FRANCHISE AREA</b><br>See Instructions 1 and 2. Attach maps and/or other additional documents to this application.<br>CNGC operates within the City boundaries of Wenatchee. The only bridge crossing we have is on the foot bridge that crosses from Wenatchee to East Wenatchee, located at S. Worthen St., and Hale Park. Please see attached map.  |
| <b>CONSTRUCTION METHODS</b> (check all that apply):<br><input checked="" type="checkbox"/> Boring<br><input checked="" type="checkbox"/> Trenching<br>Plowing<br>Aerial<br>Other (describe):   | <b>FRANCHISE USE</b> (check all that apply):<br><input type="checkbox"/> Domestic Water<br><input type="checkbox"/> Irrigation<br><input type="checkbox"/> Sewer<br><input type="checkbox"/> Solid or Liquified Waste<br><input type="checkbox"/> Cable TV<br><input type="checkbox"/> Fiber Optic<br><input type="checkbox"/> Telecommunication<br><input type="checkbox"/> Electric<br><input checked="" type="checkbox"/> Natural Gas<br><input type="checkbox"/> Oil/Petroleum<br><input type="checkbox"/> Other (describe): |

316 Washington St., Suite 402, Wenatchee, WA, 98801  
 509.667.6415 (office) 509.667.6250 (fax) public.works@co.chelan.wa.us



# All Brands GIS Web Viewer







**Chelan County**  
**Department of Public Works**

316 Washington St, Suite 402  
Wenatchee, WA 98801  
(509) 667-6415

Receipt Number: 25-00447

**Payer/Payee:** CASCADE NATURAL GAS CORP  
8113 W GRANDRIDGE BLVD  
KENNEWICK WA 99336

**Cashier:** ROSE HOLMAN

**Date:** 03/17/2025

**FA 25-001 PW UTILITY FRANCHISE AGREEMENT**

| <u>Fee Description</u>                     | <u>BARS Number</u>   | <u>Fee Amount</u> | <u>Amount Paid</u> | <u>Fee Balance</u> |
|--|----------------------|-------------------|--------------------|--------------------|
| PW - Utility Franchise Agreement Setup Fee | 110.001.32191.00.000 | \$500.00          | \$500.00           | \$0.00             |
|  |                      | <b>\$500.00</b>   | <b>\$500.00</b>    | <b>\$0.00</b>      |
| <b>TOTAL PAID:</b>                         |                      | <b>\$500.00</b>   |                    |                    |

| <u>Payment Method</u> | <u>Reference Number</u> | <u>Payment Amount</u> |
|-----------------------|-------------------------|-----------------------|
| CHECK                 | Check# 843560           | \$500.00              |
| <b>Total:</b>         |                         | <b>\$500.00</b>       |

**Notes :**

**Project Information**

| <u>License #</u> | <u>License Type</u> | <u>Parcel #</u> |
|------------------|---------------------|-----------------|
| FA 25-001        | PW-FA               |                 |

**Project Contacts**

| <u>License #</u> | <u>Name</u>              | <u>Association</u> | <u>Address</u>                              |
|------------------|--------------------------|--------------------|---|
| FA 25-001        | CASCADE NATURAL GAS CORP | APPLICANT          | 8113 W GRANDRIDGE BLVD, KENNEWICK, WA 99336 |



MAR 20 2025

CHELAN COUNTY  
PUBLIC WORKS**Application for Franchise for Use of Chelan County Road Right-of-Way**  
(Ch. 36.55 RCW; Title 8 Chelan County Code)**INSTRUCTIONS:**

1. Provide complete information about the boundaries and/or location of the proposed franchise area by as many of the following methods as may apply: legal description, maps, county road names and mileposts.
2. Identify every county bridge upon which franchise facilities are proposed to be located.
3. Attach maps and other pertinent documents to this application. Maps should be in black and white.
4. Application must be accompanied by the franchise application fee of \$500. Submit application with fee to Chelan County Public Works at address below. Make check payable to "Chelan County."

|   |  |
|---|--|
| <b>APPLICANT INFORMATION</b>  | <b>FOR ADMINISTRATIVE USE:</b>   |
| Applicant's true and complete name<br>Malaga Water District   | DATE APPLICATION RECEIVED: _____   |
| UBI No. 601-574-224   | APPLICATION FEE INCLUDED? _____  |
| Mailing Address<br>PO Box 249<br>Malaga, WA 98828   | CHECK NO. _____  |
| Telephone number<br>509-664-0142  | HEARING DATE: _____  |
| Email Address<br>mwdwater@nwi.net   | APPLICATION WAS:<br><input type="checkbox"/> GRANTED ON _____<br><input type="checkbox"/> DENIED ON _____<br><input type="checkbox"/> ACCEPTED ON _____  |
| Person Submitting this Application<br><br>Signature<br>Printed Name: Jon Johnston<br>Title: Manager                                | <b>LOCATION OF PROPOSED FRANCHISE AREA</b><br>See Instructions 1 and 2. Attach maps and/or other additional documents to this application.<br>As shown and described in the attached existing service area map, with the proposed addition of: the southern 1/2 of both Sections 3 and 4, and all of Sections 1 and 2, of Township 21 North, Range 21 East, W.M.; and all of Section 6 and that portion of Section 5 within Chelan County, of Township 21 North, Range 22 East, W.M.   |
| <b>FRANCHISE TYPE</b> (check all that apply):<br><br><input type="checkbox"/> New<br><input checked="" type="checkbox"/> Renewal<br><input type="checkbox"/> County-wide<br><input type="checkbox"/> Project Specific | <b>FRANCHISE USE</b> (check all that apply):<br><br><input checked="" type="checkbox"/> Domestic Water<br><input type="checkbox"/> Irrigation<br><input type="checkbox"/> Sewer<br><input type="checkbox"/> Solid or Liquified Waste<br><input type="checkbox"/> Cable TV<br><input type="checkbox"/> Fiber Optic<br><input type="checkbox"/> Telecommunication<br><input type="checkbox"/> Electric<br><input type="checkbox"/> Natural Gas<br><input type="checkbox"/> Oil/Petroleum<br><input type="checkbox"/> Other (describe): _____ |
| <b>CONSTRUCTION METHODS</b> (check all that apply):<br><br><input checked="" type="checkbox"/> Boring<br><input checked="" type="checkbox"/> Trenching<br>Plowing<br>Aerial<br>Other (describe): _____                |  |

316 Washington St., Suite 402, Wenatchee, WA, 98801  
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**Malaga Water District**  
**3957 Malaga Ave., PO Box 249, Malaga, WA 98828**  
**(509) 664-0142 | mwdwater@nwi.net**

March 19, 2025

Josh Patrick, P.E.  
Assistant Director of Public Works  
Chelan County  
316 Washington St., Suite 402  
Wenatchee, WA 98801

Re: Franchise Renewal Application

Dear Mr. Patrick:

On behalf of the Malaga Water District Board of Commissioners and as the District manager, I am submitting the enclosed application for renewal of the Malaga Water District franchise with Chelan County. This renewal application package includes:

- Signed application for Franchise for Use of Chelan County Road Right-of-Way
- Chelan County Resolution 95-65, setting forth the terms of our existing franchise (codified in Chapter 4.36, Chelan County Code)
- Existing franchise map, with proposed addition to franchise area as marked
- This letter summarizes the District history and identifying several requested amendments to the existing franchise terms

For the \$500 application fee, if possible the District requests an invoice for this fee so we can submit a voucher to the County for payment of this amount.

As you know, Malaga Water District was formed by the voters in 1994 approving Proposition No. 1, and in June 1995 the Chelan County Board of Commissioners granted Malaga Water District a 30-year franchise to use and occupy county roads and rights of way, and to construct and operate a domestic water distribution system, all in the unincorporated Malaga area. Since that time, the District has steadily grown and expanded, providing clean and reliable drinking water to a resident population of approximately 1,370 people utilizing more than 32 miles of water mains, eleven storage reservoirs, and eight pressure zones over more than two thousand vertical feet from the town of Malaga to upper Stemilt Hill. In 2005, our District installed an intertie with Three Lakes Water District to provide a backup supply of water to that district in the event of emergency need. Malaga Water District has also consistently been in full compliance with all federal, state, and county laws and regulations, including the federal and state drinking water standards.



Josh Patrick, P.E.  
March 19, 2025

In 2023, the District commenced major system improvements to serve the industrial water needs of Microsoft Corporation for its planned data centers through an interlocal agreement with Chelan Douglas Regional Port Authority. These improvements included drilling new wells, satisfactorily conducting a long-term aquifer test, and installing a new large water main extending to the data centers currently under construction. Additional reservoirs, water mains, pumps and pressure stations are also being planned and designed as part of this major expansion.

Malaga Water District anticipates continued population growth and increasing demand for its domestic water supply over the next fifty years. The District believes it has an adequate supply of water from the aquifer to meet those needs, and believes it can continue to provide clean and reliable domestic water to all its customers in the coming decades.

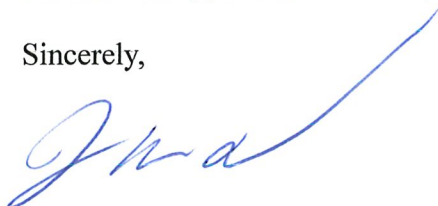
The current franchise expires on June 13, 2025. The application accompanying this letter requests the renewal of our franchise, for which we believe we have more than met all the requirements and expectations of Chelan County and enjoy a good working relationship with you and your department.

As part of our franchise renewal application, Malaga Water District requests several amendments to the existing franchise terms. These amendments will help the District continue to improve its operations and supply residential drinking water and domestic water for its commercial, agricultural and industrial customers for the long-term future:

1. Expansion of the District's franchise area, particularly to serve the anticipated population growth, as described in the application and as shown in the enclosed marked-up service area map.
2. Renewal of the franchise for a period of 50 years.
3. Removing the exclusion of the roads in the Three Lakes area for installing, using and maintaining the system water distribution lines and related equipment.
4. Modifying the right of way vacation section to retain a utility easement as the default, rather than requiring the District to request one.

These requested amendments will serve to enhance our District's operations and our ability to meet the future water service requirements of our customers. We would be pleased to discuss them with you at your earliest convenience and answer any questions you may have concerning our renewal application. Thank you.

Sincerely,



Jon Johnston  
Manager

cc: Board of Commissioners

Encl.

NO FEE

*Chelan County*  
*Commissioner*

95 JUN 27 PM 3:42

BK *045* PG *1584*

EVELYN L. ARNOLD  
CHELAN COUNTY AUDITOR  
WEHATCHEE, WA

CHELAN COUNTY

RESOLUTION NO. 95-65

MALAGA WATER DISTRICT FRANCHISE

A RESOLUTION OF CHELAN COUNTY, WASHINGTON, GRANTING TO THE MALAGA WATER DISTRICT, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, THE RIGHT AND FRANCHISE TO USE AND OCCUPY THE ROADS AND OTHER PUBLIC RIGHTS OF WAY OF CHELAN COUNTY, FOR CONSTRUCTING, REPAIRING, MAINTAINING, RENEWING AND OPERATING A DOMESTIC WATER DISTRIBUTION SYSTEM AND ACCESSORIES WITHIN CERTAIN AREAS OF CHELAN COUNTY.

WHEREAS, BE IT RESOLVED BY THE COMMISSIONERS OF CHELAN COUNTY, AS FOLLOWS:

**SECTION I** Definitions: The following definitions are provided for the sole purpose of proper interpretation and administration of this resolution:

- (1) Construction or Construct shall mean constructing, digging, excavating, laying, testing, operating, extending, renewing, removing, replacing, and repairing a water distribution system. The functions of meter-reading and water quality sampling, which may occasionally be performed by the Grantee, shall not be deemed construction or maintenance as defined herein, unless said sampling involves the removal or physical disruption of any portion of Grantors improvements and/or facilities or the disruption of traffic. The permit requirements of this franchise shall be triggered only when construction affects traffic flow or impacts the integrity of public property or other franchise rights.
- (2) Consumer shall mean any person, persons, customer, firm, association, municipal corporation, and/or corporation, that uses domestic water, including residential, commercial, and industrial users.
- (3) Distribution System, System, and Lines used either in the singular or plural shall mean and include the water pipes, pipe lines, mains, laterals, conduits, feeders, regulators, meters, fixtures, connections, and all attachments, appurtenances, and appliances necessary and incidental thereto or in any way appertaining to the distribution and use of water, and which are located within Public Properties.
- (4) Maintenance, Maintaining, or Maintain shall mean constructing, relaying, repairing, replacing, examining, testing, inspecting, removing, digging and excavating, and restoring operations incidental thereto. The functions of meter-reading and water quality sampling, which may occasionally be performed by the Grantee, shall not be deemed construction or maintenance as defined herein, unless said sampling involves the removal or physical

BK 1045 PG 1584

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disruption of any portion of Grantors improvements and/or facilities or the disruption of traffic. The permit requirements of this franchise shall be triggered only when maintenance affects traffic flow or impacts the integrity of public property or other franchise rights.

- (5) Public Properties shall mean Chelan County's public highway, street, road and alley rights of way within the present and/or any future limits of the Malaga Water District.
- (6) Director shall mean the Director of the Department of Public Works of Chelan County, or any successor office with responsibility for management of the Public Properties within Chelan County, or his/her designee.

## SECTION II Description of Franchise Area:

The District includes the following sections and parts of sections:

1. Within Township 21 North, Range 20 East, W.M. all of Sections 1, 12, and 14, the eastern halves of Section 2 and 11, and the northwestern 3/4 of Section 13 and the northern half of Section 23.
2. Within Township 21 north, Range 21 East, W.M. all of Sections 5, 6, and 7, as well as the Northern halves of Sections 3 and 4.
3. Within township 22 North, Range 20 East, W.M. all of Sections 24 and 36 within Chelan County, as well as the Eastern half of Section 25.
4. Within Township 22 North, Ranges 21 and 22 East, W.M. all Sections in Chelan County.

Excluded from the above described boundaries are the Three Lakes Water District as described below:

That portion of Section 29, Township 22 North, Range 21 East, W.M., Chelan County, State of Washington described as Three Lakes Country Estates, Division No. 1 recorded in Vol. 6 of Plats at pages 71-78; Three Lakes Country Club Estates, Division No. 2 recorded in Vol. 6 of Plats at pages 80-81; and Three Lakes Country Club Estates, Division No. 3 recorded in Vol. 7 of Plats, pages 23-24; and:

That portion of the S.E. quarter of the S.W. quarter lying Southwesterly of the Upper Malaga Road in Section 29, Township 22 North, Range 21 East, W.M. and the South 1/2 of the Southeast 1/4 of Section 29, Township 22 North, Range 21 East, W.M., except that portion platted as Three Lakes Country Clup Estates, Division No. 1 recorded in Vol. 6 of Plats at pages 71-78; Three Lakes Country Club Estates, Division No. 2 recorded in Vol. 6 of Plats at pages 80-81; and Three Lakes Country Club Estates, Division No. 3 recorded in Vol. 7 of Plats, pages 23-24 and the county road right of way.

## SECTION III Grant of Franchise:

- (A) Chelan County, Washington, a municipal corporation under the Code of the State of Washington, ("County" or "Grantor"), hereby grants and gives unto the Malaga Water District, a Washington municipal corporation, ("District" or "Grantee"), and its successors and assigns, the right, privilege, authority and franchise to construct, or otherwise acquire, and to own, maintain, equip and operate water distribution lines and mains, and all necessary or desirable appurtenances thereto, for the purchase, transmission, and distribution of domestic water, including the right to construct, lay, maintain, extend, renew, remove, replace, repair, use, and operate a water distribution system in, under, upon, over, across, and along the present and future Public Properties, within the present and/or any future limits of the franchise area granted by the County, for the purpose of transporting, distributing, selling, and supplying domestic water for any and all domestic, commercial, and industrial purposes in the franchise area and to its inhabitants, and persons, firms, associations and corporations therein.
- (B) The County, acting through its Director, reserves the right, as the interest of the public may require, to require the installation or construction of new facilities proposed by the District to be constructed outside the paved area of the county road; provided, distribution to all affected parcels of property is substantially comparable. The Director shall give particular preference to the alternate installation location in cases in which the existing improvements to the public right-of-way would be affected by the proposed installation and in which the improvements were completed by the County less than 36 months prior to the District's request, or where the structural integrity of the surface of the roadway, or inconvenience to the public caused by the proposed installation cannot be mitigated through alternative means. If Public Properties other than county roads within the limit of the District's franchise area form a part of the route of a state highway, the Grantee shall determine the requirements of the State of Washington, and take them into account with respect to the use thereof by the Grantee.
- (C) All water distribution and transmission lines and facilities constructed, operated, maintained across county streets, roads or public places covered by this franchise shall be constructed, operated and maintained in compliance with all applicable laws, codes and regulations of the State governmental agency having jurisdiction thereover.

SECTION IV Term: The rights, privileges, and franchise hereby granted to, and conferred upon the Grantee, unless this franchise becomes terminated as herein provided, extends for a term of Thirty (30) years from the effective date hereof as established by signature of the Board of County Commissioners of Chelan County.

SECTION V Reservation of Police Power: Chelan County, in the granting of this franchise does not waive any rights which it now holds or may hereafter acquire and this franchise shall not be construed so as to deprive Chelan County any powers, rights, or privileges which it now has or

may hereafter acquire, including the right of eminent domain, to regulate the use and control of the county roads covered by this franchise, or to go upon any and all county roads and highways for the purpose of constructing and improving the same in such manner as Chelan County, or its representatives may elect. All the rights herein granted shall be subject to and governed by this Resolution; provided, however, that the Board of County Commissioners expressly reserves unto itself all its police power to adopt resolutions necessary to protect the health, safety and welfare of the general public in relation to the rights hereby granted not inconsistent herewith.

**SECTION VI Construction on Public Properties:**

- (A) **Permits Required:** Except in the case of an emergency pursuant to Section XI herein, prior to commencing construction or maintenance work on Public Properties, Grantee shall first file with the County detailed plans, specifications and profiles of the intended work as may be prescribed by the Board of County Commissioners and Director, and shall receive an appropriate permit or permits from the County prior to commencing such work. Grantee shall comply with all terms, conditions, standards and insurance coverages as may be required under the terms of the permit. Grantor shall determine each request for a permit within 30-days of a proper application, including the submittal of complete, accurate and adequate plans, specifications and schedules for the proposed construction and/or maintenance.
- (B) **Entry upon Public Properties:** After obtaining the necessary permit from the Director in the manner prescribed by Resolution, the Grantee may enter upon, dig, and excavate in the present and future Public Properties of the County as hereinabove specified, as now laid out or which may hereafter be established or acquired, but only for the purposes consistent with the grant of this franchise. The work will be done in accordance with the terms of the permits and resolutions of the County regulating the opening and breaking of public properties and rights of way of the County.
- (C) **Location of Improvements:** In all cases where practicable, the mains and pipes of the Grantee shall be laid to make the water supply of the Grantee available to the consumers of the district, with any deviation therefore to be with the consent of the Board of County Commissioners. The location of all mains, laterals, and appurtenances, and their depth below the surface of the ground or grade of any Public Properties, shall be determined and fixed by the Director, so long as the location or depth is not inconsistent with applicable regulations of federal or state agencies having jurisdiction over the Grantee.
- (D) **Preference in Installations:** The County shall have prior and superior right to the use of its roads, streets and alleys and Public Properties for installation and maintenance of its utilities and other governmental purposes, and should a conflict arise with the Grantee's lines, the Grantee shall, at its own expense and cost, conform to the utilities and other government purposes of the County in the event that a reasonably feasible alternative is available. The owners of all utilities, public or private, installed in such Public Properties

prior to the installation of the lines and facilities of the Grantee, shall have preference as to the positioning and location of such utilities so installed with respect to the Grantee. Such preference shall continue in the event of the necessity of relocating or changing the grade of any such Public Properties. Grantee shall pay all actual reasonable costs of and expense necessarily incurred by Grantor in the examination, inspection and approval of all plans and specifications for, and all details of construction of, all facilities involved herein as necessary to insure conformity with the integrity of the county roads, traffic flow and other franchisees within the county public property.

- (E) Relocation of Facilities: If the County should pave or otherwise improve Public Properties, including drainage facilities, relocate the same or change the grade thereof, or provide for the relocation of any such street, and such work should require the relocation or moving of any portion of the distribution system of the Grantee, including relocating or readjusting the elevation of its lines and facilities to conform to such new grades as may be established, such work shall be done expeditiously by the Grantee and its successors and assigns at its own cost and expense. All work to be performed by the Grantee under this Section shall be performed as may be required by the terms of this franchise. Grantor shall provide Grantee thirty (30) days notice of such work, except that notice will not be required of Grantor under emergency conditions as determined by the Director. The County will submit annually to the District a copy of its adopted 6-year Transportation Improvement Plan and its annual construction program.
- (F) Construction Standards: All pipelines and appurtenant facilities shall be laid and installed in conformity with the maps and specifications filed with the County, except in instances in which deviation may be allowed thereafter in writing by the Director pursuant to application by the Grantee. All plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction and installation, backfill, erection of temporary structures, erection of permanent structures, and the traffic control mitigation measures as provided by the Manual on Uniform Traffic Control Devices, or similar standards as may be applicable from time to time. No such construction shall be commenced without the Grantee first securing a permit in writing from the Director. All such work shall be subject to the approval of and shall pass the inspection of the County by and through its Director or other designated official. All such construction shall meet the standards set forth in the Utility Location Guidelines promulgated by the State of Washington, Department of Transportation for protection of utility objects in traffic hazard areas to the extent the Guidelines are applicable.
- (G) Supervision of Installations: Notwithstanding any provision herein to the contrary, any excavations and installations by the Grantee in any of the Public Properties within the corporate limits of the County shall be done in accordance with such reasonable rules, regulations, resolutions, and resolutions of general application now enacted or to be enacted by the Board of County Commissioners, relating to excavations in Public



- Properties of the County, and under the direction and supervision of the Director. Said direction and supervision shall be for the purposes of fulfilling the County's public trustee role in administering the primary use and purpose of public properties, and not for relieving the District of any duty, obligation or responsibility for the competent design, construction, maintenance and operation of its facilities. All of the County's actual reasonable administrative expenses directly related to its administration of public properties under this franchise, shall be paid by the Grantee to the County upon invoice.
- (H) Repair of County Facilities: The Grantee shall leave all streets, avenues, roads, alleys, lanes, public places and ways, after laying and installing mains and doing construction work, making repairs to equipment, etc., in as good and safe condition in all respects as is practicable, as they were before the commencement of such work by the Grantee, its agents, or contractors. In case of any damage to said streets, avenues, roads, alleys, lanes, public places and ways, to the pavement, turnouts, gutters, ditches, walks, drain pipes, rails, bridges, trestles, wharves or landings, and other improvements by the Grantee, the Grantee shall immediately repair all damage at its sole cost and expense. The Director may at any time, after giving prior reasonable written notice to Grantee, do, order and have done any and all work considered necessary to restore to a safe condition any such streets, avenues, roads, alleys, lanes, public places and ways, or pavement, turnouts, gutters, ditches, walks, drain pipes, rails, bridges, trestles, wharves or landings left by the Grantee or its agents in a condition dangerous to life or property, and the Grantee, upon demand, shall pay to Chelan County all costs of such construction or repair and of doing such work. In the event of any excavation through a paved public property, Grantee shall restore the paved area to a standard and condition acceptable to the Director as specified in the permit to be issued for the work. Patching methods approved by the Director to repair the excavation and the surface of the paving to as near the standard of the original pavement as is possible may include the use of a thermal in-place asphalt patch or approved equal and/or the full overlay of the paved area for asphalt paved streets, and the replacement of the affected portion of the panel to the nearest existing expansion joints for concrete paved streets.
- (I) Bond: Before undertaking any of the work or improvements authorized by this franchise and in all instances naming the County on the bond as an additional insured party, the Grantee shall on request by the County, furnish a bond executed by the Grantee and a corporate surety authorized to do a surety business in the State of Washington, in a sum to be set and approved by the Director or other properly authorized County official as sufficient to insure performance of the Grantee's obligations under this franchise, conditioned that the Grantee shall keep and observe all of the covenants, terms and conditions and faithfully perform all of the Grantee's obligations under this franchise; shall correct or replace forthwith, on receipt of notice thereof, any defective work or materials used in the replacement of the county streets or property discovered within a two-year

period of the date of the replacement and acceptance of such repaired streets by the County; and shall restore the streets or property within the period of time specified by the Director in the permit issued for such work.

Grantee shall require in all contracts it enters for either goods or services or both, warranties of future performance, fitness and merchantability.

- (J) Record of Installations: The Grantee shall at all times keep full and complete plans, plat or plats, specifications, profiles and records showing the exact location, and size of all water mains and lines heretofore laid in the County, and showing the location of all valves, hydrants, blocking, and other service construction; and such plans, plat or plats, profiles, specifications, and records shall be kept current annually by the Grantee to show thereon the exact location of all additional mains and lines hereinafter installed by the Grantee. These records shall be subject to inspection at all reasonable times by the proper officials and agents of the County, and a copy of these plans, plat or plats, profiles, specifications, and records, shall be furnished to the County upon request.

SECTION VII Excavation in Re-Paved Streets: Prior to re-pavement or new construction of Grantor's street, roads and alleys, the Grantee shall extend the Grantee's water distribution facilities through the area of pavement construction or re-paving provided, that if the anticipated revenues to be derived from such extension shall not afford a fair and reasonable return on the cost of providing and rendering service, then the Grantee shall not be required to make such extension.

SECTION VIII Hold Harmless: Insurance:

- (A) Hold Harmless: The Grantee agrees to protect and save harmless the County from all claims, actions, or damages of every kind and description, except for claims arising as a result of the negligence of the County, which may occur to, or be suffered by, any person or persons, corporation, or property by reason of any act or failure to act on the part of the Grantee. In case suit or action is brought against the County for damages arising out of, or by reason of the above-mentioned causes, the Grantee shall, upon notice to it of the commencement of said action, defend the same at its sole cost and expense, and hold harmless and indemnify the County from any attorney's fees and costs of litigation incurred by the County in connection with the litigation, and in case judgment shall be rendered against the County in the suit or action, the Grantee shall fully satisfy the judgment within sixty (60) days after the suit or action shall have finally been determined if determined adversely to the County. Upon the Grantee's failure to satisfy the judgment within the sixty (60) day period, this franchise shall at once cease and terminate.

- (B) Insurance: Grantee shall maintain in full force and effect throughout the term of this Franchise, a minimum of One Million Dollars (\$1,000,000), or such amount as the County may reasonably require, general comprehensive liability insurance for property damage and bodily injury, including contractual coverage (certificate to be endorsed to show that Chelan County Franchise is specifically covered), and coverage for operations, products and/or completed operations. In satisfying the insurance requirements set forth above, Grantee may self-insure against risks in such amounts as are consistent with good utility practice. Grantee shall annually provide the County with sufficient written evidence, that such insurance (or self-insurance) is being so maintained by Grantee. Such written evidence shall include, to the extent available from Grantee's insurance carrier, a written certificate of insurance with respect to any insurance maintained by Grantee in compliance with this Section. The County shall be named as an additional insured on any insurance policy for the purposes of actions performed and risks undertaken under the terms of any permit to undertake work to construct, repair or maintain the Distribution System. A certificate of insurance, or other proof of insurance satisfactory to the Director, shall be filed with the County prior to commencing any such work in Public Properties.

SECTION IX Vacation of Right-of-Way: If at any time the County shall vacate any street or right of way or other County property which is then used for utility purposes pursuant to the rights granted by this franchise, the Grantor will, at the request of the Grantee, in its vacation procedure, reserve an easement for any existing franchise holder.

SECTION X Reference monuments and Markers: Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads or other surveys, the District shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the District's operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the Director. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit and as directed by the Director. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments, shall be borne by the District.

SECTION XI Non-exclusive Franchise: This franchise shall not be deemed to be an exclusive franchise. It shall in no manner prohibit the County from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over and upon any of the County streets, alleys, or public thoroughfares or properties subject to this franchise, and shall in no way prevent or prohibit the County from constructing, altering, maintaining or using any of said streets, alleys, draining facilities, irrigation structures or facilities or public places, or affect its

jurisdiction over them or any part of them, with full power to make all necessary changes, relocations, repairs, and maintenance as the County may deem fit from time to time.

SECTION XII Binding Effect: Assignment:

- (A) Binding Effect: All of the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the Grantee, and all privileges as well as all obligations and liabilities of the Grantee shall inure to its successors and assigns equally as if they were specifically mentioned in this franchise wherever the Grantee is so mentioned.
- (B) Assignment: The Grantee, and its successors and assigns, may not assign this franchise without the prior written consent of the Board of County Commissioners approving the terms of the assignment. If such consent is given and the franchise is assigned, a copy of the assignment shall be filed with the Chelan County Auditor. Such consent to assign shall not be unreasonably withheld by the County and shall be granted in the event the State governmental authority having jurisdiction thereover has, after due investigation and notice, authorized such assignment.

SECTION XIII Abandonment of Facilities: In the event Grantee decides to discontinue using and abandons any of its facilities, or the County reasonably determines that Grantee has discontinued using and abandoned any of its facilities, Grantee shall, at its sole cost and as directed by the County rendering them completely safe. Abandoning facilities in place shall not relieve the Grantee of the obligation and/or costs to remove or alter such facilities in the event the County determines and requests Grantee, in writing, to remove or alter such facilities as is necessary for the installation, operation or maintenance of any County owned utility or for the health and safety of the public, in which case the Grantee shall preform such work in a timely manner at no cost to the County. In the event Grantee does not preform such work within a reasonable time following written notice from the County, the County may do, order, have done, any and all work on such abandoned facilities, and the Grantee, upon demand, shall pay to the County all costs of such work. Grantee shall be responsible for any environmental review required for the abandonment of any facility and payment of any costs of such environmental review.

SECTION XIV Emergency Response Plan: Grantee shall prepare and file with the County an emergency management plan for responding to any spill, breaks or other emergency condition. The plan shall designate responsible officials and emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency. After being notified of an emergency, Grantee shall cooperate with the County and make every effort to respond as fast as practical with action to minimize damage and to protect the health and safety of the public.

SECTION XV Dispute Resolution; Remedies and Forfeiture: In the event of the occurrence of any dispute between the County and Grantee arising by reason of this Resolution, or any obligation of either party under this Resolution, that dispute shall be resolved under the terms of this Section which shall be the sole remedy for resolution of any such dispute.

- (A) Initial Recourse: Upon request of either party, such dispute shall be first referred to the County Public Works Director and the Grantee's General Manager to have oversight over the administration of this Resolution. Such officers shall meet within Thirty (30) days and make a good faith attempt to mediate a resolution of the dispute.
- (B) Determination by the Board of County Commissioners and the District' Board of Directors: In the event that the parties are unable to mediate a resolution of the dispute under the procedure set forth above within thirty (30) days, then the dispute shall be referred to the Chelan County Board of Commissioners and the Grantee's Board of Directors for resolution of the dispute.
- (C) Arbitration: If the dispute has not been resolved pursuant to subparagraphs (A) or (B), then the matter shall, at the request of either party, be referred to the American Arbitration Association for resolution in accordance with its rules governing commercial arbitrations. An award of the expenses of the arbitration, and the attorneys fees and arbitration expenses incurred by the prevailing party, as determined by the arbitrator, shall be included as a part of the award.
- (D) Other Remedies: In addition to other remedies provided herein, the Grantor reserves and has the right to pursue any remedy to compel or enforce the Grantee to comply with the terms hereof, and to furnish the service herein called for. The pursuit of any right or remedy by the County shall not prevent the County from thereafter declaring a forfeiture for any reason herein stated after giving the notice required under Subsection (E) below, nor shall the delay of the County in declaring a forfeiture preclude it from thereafter doing so, unless the action of the County shall have prevented, caused, or contributed materially to the failure to perform or do the act or thing complained of. Grantee retains all rights and remedies that otherwise exist at law.
- (E) Forfeiture: In addition to other remedies provided herein, in case of failure on the part of the Grantee, to comply with any of the provisions of this Resolution, or if the Grantee does or causes to be done any act or thing prohibited by, or in violation of the terms of this franchise Resolution, the Grantor shall give fifteen (15) days' written notice of such violation and of its intention to revoke the franchise if such violation is not corrected within such fifteen (15) day period, or such longer period of time as may be provided by the Grantor. Upon expiration of such period and failure of the Grantee to eliminate such violation, the Grantee shall forfeit all rights and privileges granted by this Resolution, and all of its rights thereunder shall cease and terminate.

In the event the rights and privileges hereby granted are not diligently exercised in the public interest, and/or in the event the Grantee shall fail for a period of one (1) month to operate its water distribution system, except in case of strikes, lockouts or the destruction of the same by fire or the elements, or for any reasons beyond the control of the Grantee, this franchise shall terminate and all of the rights and privileges granted hereunder shall cease and determine, without any further action being necessary on the part of the County; Provided, that the Grantee shall have the right temporarily to discontinue distribution of water through the distribution system or any part thereof for the purpose of making repairs or extensions, and shall not be liable to a forfeiture therefor if such repairs and extensions are made with reasonable diligence. When the Grantee may reasonably do so, it shall give notice of the discontinuance of water service either in writing, properly addressed to the consumer, or by notice in the official newspaper of the County, or by telephone or other communication approved by the Director.

SECTION XVI Acceptance by Grantee: After the passage and legal publication of this Resolution as provided by law relating to granting of franchises, and if accepted thereafter within thirty (30) days by the Grantee, the Grantee shall indicate such acceptance by its filing with the Chelan County Auditor an Unconditional Written Acceptance thereof, to be executed according to law. The failure of the Grantee to so accept this Resolution within that period of time shall be deemed a rejection thereof by the Grantee, and all rights and privileges herein granted shall, after the expiration of the thirty (30) day period, if not so accepted, absolutely cease and determine unless the period of time shall be extended by the County by proper resolution duly passed for that purpose.

SECTION XVII Severability: If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution.

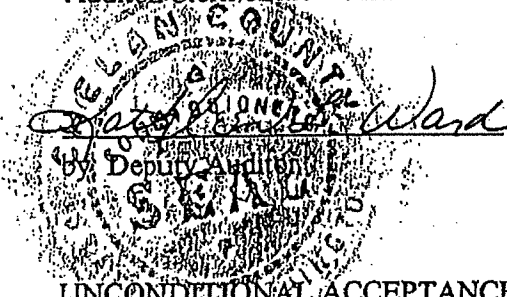
SECTION XVIII Entire Franchise: This Franchise contains all terms and conditions permitting and authorizing the use and occupancy of County road rights of way for domestic water service, except as may be modified by subsequent Board of County Commissioner Resolution; and, replaces and supercedes that Franchise identified as Resolution No. 269-C, dated June 1, 1954, together with any and all amendments thereto.

SECTION XIX Effective Date: This Resolution shall be in full force and effect from and after its passage, approval, and legal publication as provided by law, and provided it has been duly accepted by Grantee as hereinabove provided. All costs of publication in connection with this Resolution shall be paid by Grantee.

Approved this 13 day of June, 1995. CHELAN COUNTY BOARD OF COMMISSIONERS

ATTEST:

EVELYN L. ARNOLD  
Auditor/Clerk of the Board



John S. Wall  
John S. Wall, Chairman

Tom A. Green  
Tom A. Green, Commissioner

Earl L. Marcellus  
Earl L. Marcellus, Commissioner

UNCONDITIONAL ACCEPTANCE

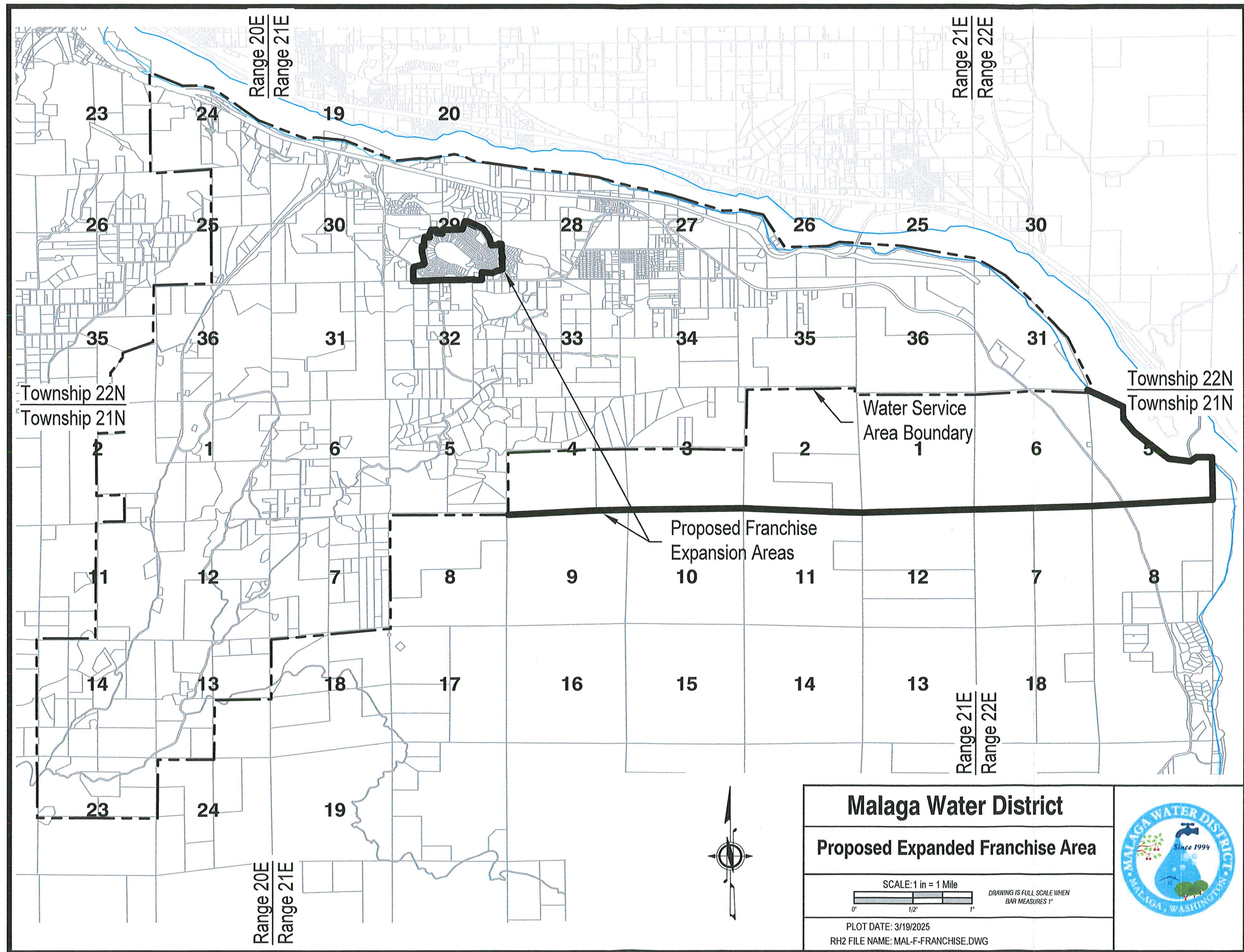
The undersigned, Malaga Water District, hereby accepts all the rights and privileges of the above granted franchise, subject to all the terms, conditions, and obligations contained therein.

DATED: 13<sup>th</sup> day of June, 1995.

Malaga Water District

Michael R. Shuman  
By









**Chelan County**  
**Department of Public Works**

316 Washington St, Suite 402  
Wenatchee, WA 98801  
(509) 667-6415

Receipt Number: 25-00467

**Payer/Payee:** MALAGA WATER DISTRICT  
PO BOX 249  
MALAGA WA 98828

**Cashier:** ROSE HOLMAN

**Date:** 03/20/2025

**FA 25-002 PW UTILITY FRANCHISE AGREEMENT**

| <u>Fee Description</u>                     | <u>BARS Number</u>   | <u>Fee Amount</u> | <u>Amount Paid</u> | <u>Fee Balance</u> |
|--|----------------------|-------------------|--------------------|--------------------|
| PW - Utility Franchise Agreement Setup Fee | 110.001.32191.00.000 | \$500.00          | \$500.00           | \$0.00             |
|  |                      | <b>\$500.00</b>   | <b>\$500.00</b>    | <b>\$0.00</b>      |
| <b>TOTAL PAID:</b>                         |                      |                   | <b>\$500.00</b>    |                    |

| <u>Payment Method</u> | <u>Reference Number</u> | <u>Payment Amount</u> |
|-----------------------|-------------------------|-----------------------|
| CREDIT CARD           | 172984538               | \$500.00              |
| <b>Total:</b>         |                         | <b>\$500.00</b>       |

Notes :

**Project Information**

| <u>License #</u> | <u>License Type</u> | <u>Parcel #</u> |
|------------------|---------------------|-----------------|
| FA 25-002        | PW-FA               |                 |

**Project Contacts**

| <u>License #</u> | <u>Name</u>           | <u>Association</u> | <u>Address</u>               |
|------------------|-----------------------|--------------------|------------------------------|
| FA 25-002        | MALAGA WATER DISTRICT | APPLICANT          | PO BOX 249, MALAGA, WA 98828 |

# Payment Entry Form

## Result: Payment Authorized Confirmation Number: 172984538

Your payment has been authorized successfully and payment will be processed.

Chelan County Public Works thanks you for your payment. For questions about your account, please call 509-667-6415 Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

### My Bills

| Description   | Payment Amount  |
|---|-----------------|
| Miscellaneous payment of \$500.00 on Account Number FA 25-002 | \$500.00        |
| Subtotal:   | \$500.00        |
| Convenience Fee:  | \$12.50         |
| <b>Total Payment:</b>   | <b>\$512.50</b> |

### Customer Information

First Name: Malaga Water District  
Last Name: ONE  
Address Line 1: PO Box 249  
Address Line 2:  
City: Malaga  
State: Washington  
Zip Code: 98828  
Phone Number:  
Email Address:

### Payment Information

Payment Date: 03/20/2025  
Card Type: Visa  
Card Number: \*\*\*\*\*1969

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *Chelan Co P W*. If you have any questions about the charges please call 1-888-891-6064.

|   |                              |                |
|---|------------------------------|----------------|
| <b>State of Washington</b><br><b>Department of Enterprise Services</b><br><b>SURPLUS OPERATIONS</b><br>P.O. Box 41411<br>Olympia, WA 98504-1411 | <b>INTERAGENCY AGREEMENT</b> |                |
|   | IAA No.:                     | K9687          |
| <b>Chelan County</b><br>316 Washington St., Suite 402<br>Wenatchee, WA 98801  | Effective Date:              | March 12, 2025 |

# **INTERAGENCY AGREEMENT**

**BETWEEN**

**CHELAN COUNTY**

**AND**

**WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES  
SURPLUS OPERATIONS**

Pursuant to RCW 43.19.1919, this Interagency Agreement ("Agreement") is made and entered into by and between the State of Washington acting by and through the Surplus Operations Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Chelan County ("CLIENT") and is dated and effective as of March 12, 2025.

## **R E C I T A L S**

- A. Enterprise Services, through Surplus Operations, handles and sells used goods and vehicles. The sale, reuse and recycling of goods keeps hundreds of thousands of pounds of materials from being dumped in landfills.
- B. Client desires to contract with Enterprise Services to obtain Surplus Operations Services.
- C. The purpose of this Agreement is to establish a programmatic vehicle for Surplus to provide the specified services to Client in a cost-effective, efficient manner as set forth herein.

## **A G R E E M E N T**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

### **1. TERM.**

Subject to its other provisions, the period of performance of this Agreement shall commence when this Agreement is properly signed, and continue until terminated by either party, as provided herein.

This Agreement cancels and supersedes all previous agreements between Enterprise Services and Client for surplus property services.

## 2. STATEMENT OF WORK

Enterprise Services, under its authority in RCW 43.19.1919, acting on behalf of Client shall furnish the necessary personnel, services and otherwise do all things necessary for or incidental to the performance of the work set forth in this Agreement.

Enterprise Services agrees to sell vehicles, equipment and other personal property, as described on our website [What-Can-We-Surplus](#), that are declared surplus and turned over to Enterprise Services for processing. Enterprise Services further agrees to include the following clause in its Terms and Conditions of sale with any purchase of Client Property in substantially the same form: "All available information about the item has been reported in this listing. The item may have defects of which the Washington State Surplus Operations Program is unaware. You are bidding on these item(s) 'as is, where is.' All sales are final. Personal inspection is strongly advised. Failure to inspect the item shall not be grounds for any claim or property abandonment." All surplus property turned over to Enterprise Service is publicly advertised via the Enterprise Services website ([www.des.wa.gov/surplus](http://www.des.wa.gov/surplus)). Methods for selling surplus property will include, but are not limited to:

1. Priority Sales (See WAC 200-360-025)
2. Public Sales
3. Internet Sales

A. Enterprise Services agrees to provide the following services:

1. Properly store and assume responsibility for the safekeeping of all vehicles, equipment, and other personal property.
2. Endeavor to obtain resale prices equal to the industry standard trade-in or quick sale equipment values.
3. Sell surplus property turned over to Enterprise Services in a timely manner, collect payment from buyer, and reimburse Client the proceeds from sales, less Enterprise Service's authorized fees per Surplus Operations Fee Schedule. Contact [surplusrequest@des.wa.gov](mailto:surplusrequest@des.wa.gov) for current fee schedule.
4. Take all necessary administrative actions to ensure surplus property turned over to Enterprise Services ownership is legally and fully transferred from the Client to the buyer.
5. Take responsibility for resolving any ownership issues that may arise after surplus property is purchased.
6. Set up Login ID and Password to the Surplus Request Management System (SRMS) for Client staff authorized to submit surplus property.
7. Review SRMS surplus documents submitted within 24 hours and assign an Enterprise Service's Surplus Approval (SA) Number for approved property.

B. Client agrees that it will:

1. Submit SRMS surplus documents for all surplus property using Enterprise Services online SRMS, along with signed vehicle and equipment titles.
2. Contact Enterprise Services at [transportservices@des.wa.gov](mailto:transportservices@des.wa.gov) , to schedule delivery of surplus property.
  - a. Transportation/Hauling Services are available through Enterprise Service's Transportation Service. Please contact [transportservices@des.wa.gov](mailto:transportservices@des.wa.gov) for a quote to haul your surplus property.
3. Dispose of the following hazardous materials themselves:



- a. Asbestos – Any product containing more than 1 percent asbestos, including wrapped pining, fireproofing materials, fireproof safes, fire retardant clothing, floor titles, ceiling tiles, etc.
- b. Polychlorinated biphenyls (PCB's) – Including transformers, capacitors, electrical equipment containing capacitors or transformers, fluorescent fixtures, liquid filled electrical devices, etc.
- c. Liquids, Flammable or toxic liquids and powders, including paints, solvents, cleaners, copier fluids, etc.
- d. Radioactive Materials – Including smoke detectors, x-ray equipment, etc.
- e. Pesticides/Herbicides – Including insecticides, fungicides, herbicides, wood preservative, disinfectants, and any other substances intended to control pests.

### 3. CONSIDERATION

After deducting its fee, Enterprise Services shall reimburse Client for the sale of surplus property. Compensation shall be based on - Surplus Operations Fee Schedule. Contact [surplusrequest@des.wa.gov](mailto:surplusrequest@des.wa.gov) for current fee schedule.

Enterprise Services reserves the right to amend their Fee Schedule when Enterprise Services receives authorization to do so. Enterprise Services will notify Client in writing within thirty (30) days of any Office of Financial Management approved rate changes.

### 4. PAYMENT PROCEDURE

Enterprise Services shall submit surplus property proceeds to Client within thirty (30) days of sale of surplus property.

The surplus property proceeds shall be forwarded to the following:

Chelan County Public Works  
Attn: Jamie Parkins  
316 Washington St., Suite 402  
Wenatchee, WA 98801

### 5. RECORDS RETENTION

- a. AGREEMENT AVAILABILITY. Prior to its entry into force, this Agreement shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- b. RECORDS RETENTION. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the Services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any Service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- c. PUBLIC INFORMATION. This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Neither party shall release

any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

## **6. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

## **7. AGREEMENT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Client Agency contract staff member responsible for management of this Agreement is:

Josh Patrick  
Public Works, Asst. Director  
316 Washington St., Suite 402  
Wenatchee, WA 98801  
509-667-6415  
[Josh.Patrick@co.chelan.wa.us](mailto:Josh.Patrick@co.chelan.wa.us)

The Enterprise Services Program Manager responsible for the management of this Agreement is:

Matthew Domenech  
Program Manager  
7511 New Market Street  
Olympia WA. 98504-1030  
[surplusrequest@des.wa.gov](mailto:surplusrequest@des.wa.gov)

## **8. RESPONSIBILITY**

Each party shall be responsible for the acts, errors, and omissions of itself, its official's employees, and agents acting within the scope of the performance of the agreement and within the scope of their authority.

## **9. TERMINATION**

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**10. TERMINATION FOR NON-USE**

If services in Statement of Work have not been used in 5 years, this agreement is automatically terminated without further notice. To commence services, the Client must sign a new service agreement.

**Execution**

We, the undersigned, agree to the terms of the foregoing Agreement.

**Department of Enterprise Services**

**Chelan County**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
MARIJANE KIRK

NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ASSISTANT DIRECTOR

TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

EAP

Capitol Campus 

Search



MENU

[Home](#) > [Services](#) > [Dispose of Surplus](#)

&gt; What can my Organization Surplus?

# What can my Organization Surplus?

Surplus takes many different kinds of good quality reusable items. Everything from pencils to airplanes, and much more in between.

## Things we can take



- Office furniture (in good condition)
- Office supplies (like items packaged together)
- Tools
- Vehicles
- Heavy Equipment
- Electronics
- Exercise equipment
- Questions? Contact [surplusrequest@des.wa.gov](mailto:surplusrequest@des.wa.gov)

## Things we cannot take



Surplus Operations cannot accept broken, expired items or hazardous or toxic waste. These items include but are not limited to:

- Asbestos
- Batteries
- Broken furniture
- Flammable or toxic liquids
- Mercury filled thermometers
- Non-working appliances and/or electronics
- Paints and coatings
- Pesticides and fertilizers
- Radioactive materials
- Used oil

Visit the Department of Ecology for a [complete listing of hazardous materials](#) . When these items are declared surplus, your agency is responsible to ensure they are disposed of properly. If your agency does not have an established contract for hazardous waste disposal, please use our [master contract for hazardous waste disposal](#) . You may also [contact us](#) if you have questions.





- With the exception of a central processing unit's (CPU) originally installed operating system (i.e., DOS, Windows, etc.), we cannot accept computer software. Many items at Surplus Operations are sold to the general public, so any software or sensitive data left on a hard drive could potentially be retrieved. It is your agency's responsibility to remove such software and/or data.
- Agencies that wish to dispose of computer software should check their software vendor contract for disposition information. If such guidance is not available, the software may be scrapped. Agencies have delegated authority to dispose of scrap materials, agencies are still required to submit a disposal request. Per OCIO Requirements 8.3. when sending a computer to Surplus Operations you must wipe and remove all software from the hard drive, please

indicate the unit's original operating system on the disposal request.


## What to do about scrap

Many of these items can be recycled using our state master contracts.

State agencies have delegated authority to recycle materials (unusable or broken property). Agencies are still required to submit a surplus request.

- Scrap metal should be recycled, either sold on site or picked up by a state contracted vendor. [View master contract information on scrap metal recycling](#) .
  - Per [RCW 43.19.1919](#)  you can donate your items to eligible government entities. Please contact us at [surplusrequest@des.wa.gov](mailto:surplusrequest@des.wa.gov) for an approved list. You must submit a disposal request and receive a surplus authority number to donate items. View [Washington Administrative Code 200-360-010](#)  for more information.
  - Use the [office relations contract](#)  for expertise in helping with cubicle walls and panels.
- 

## Related Topics

- [Surplus Request FAQs](#)
- [Surplus Request Management System](#) 

## Contact Information

- [surplusrequest@des.wa.gov](mailto:surplusrequest@des.wa.gov)
- 360-407-2273

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:** Temporary Construction Easement  
**Grantor(s):** **Juan G. Morfin, and Marylene C. Rios**, husband and wife  
**Grantee(s):** Chelan County  
**Legal Description:** Part of Section 35, T. 28 N., R.21 E.W.M.  
**Assessor’s Tax Parcel ID:** 282135681555

Filed with the Auditor pursuant to RCW 39.34.040

**TEMPORARY CONSTRUCTION EASEMENT**  
**COUNTY ROAD PROJECT NO. 650 (CRP 650),**  
**TOTEM POLE ROAD, PHASE I**

The Grantor **JUAN G. MORFIN**, and **MARYLENE C. RIOS**, husband and wife, for and in consideration of **FIVE HUNDRED AND NO/100 DOLLARS (\$500.00)**, conveys and grants unto **CHELAN COUNTY**, a municipal corporation of the State of Washington, and its assigns, (Grantee), a temporary nonexclusive easement over, upon and across the hereinafter described lands for the purpose of the Grantee’s temporary nonexclusive right of occupation of and ingress and egress over said land for work on adjoining county right-of-way, Totem Pole Road.

Provided however, that this Temporary Construction Easement shall commence on 2/15/2025 and shall terminate on 11/15/2026 hereinafter the “Term”.

It is further agreed that this Temporary Construction Easement may be extended by up to one (1) year at the Grantee’s option. The rate associated with this extension shall be at the same rate as the original Temporary Construction Easement, or at the newly established rate determined by an updated Administrative Offer Summary, whichever is higher. Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

Said lands being situated in Chelan County in the State of Washington, as depicted on the attached Exhibit “A” and “B” and described as follows:

**THAT PORTION** of Lot 1, Short Plat No. 2009-098, in Section 35 Township 28 North, Range 21 East of the Willamette Meridian, Chelan County, Washington, as recorded, in Book SP-23 of Short Plats, Page 87 (Auditor's File Number **2328873**), records of Chelan County, Washington, **LYING WITHIN A STRIP OF LAND** adjoining and parallel with the following described centerline of Totem Pole Road:

**COMMENCING** at the Northeast corner of Section 35, Township 28 North, Range 21 East of the Willamette Meridian, Chelan County, Washington a 2-1/2 inch brass cap;  
Thence South 0° 12’12” East for 2656.32 feet along the east section line of said Section 35, to the east quarter corner of said Section 35, a 2-1/2 inch brass cap;  
Thence South 65° 37’ 27” West for 1378.71 feet to an iron pin in a monument case at the intersection of S. Harris Avenue and Wapato Way;  
Thence North 72° 44’ 13” West for 119.95 feet to a 5/8-inch iron pin in a monument case at the intersection of Totem Pole Road and Wapato Way, Engineer’s Right-

of-way Station **30+84.83** and **THE POINT OF BEGINNING** of this description of the centerline of Totem Pole Road.

Thence North 27° 44'44" West for 649.41 feet to Engineer's Right-of-way Station **37+34.24** a 5/8-inch iron pin in a monument case; and **THE END OF DESCRIBED CENTERLINE**.

Said strip lies Easterly (right) and adjoins the above described centerline and has the following stations and widths:

| <u>Easterly (right)</u>         |                |                  |
|---------------------------------|----------------|------------------|
| Engineer's Right of Way Station | 35+75 to 36+05 | 40 feet in width |

**EXCEPT** Chelan County right-of-way for Totem Pole Road.

Containing 236.14 square feet, more or less.

---





ACCEPTED AND APPROVED:

Dated at Wenatchee, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF CHELAN COUNTY  
COMMISSIONERS

\_\_\_\_\_  
SHON SMITH, Chairman

\_\_\_\_\_  
KEVIN OVERBAY, Commissioner

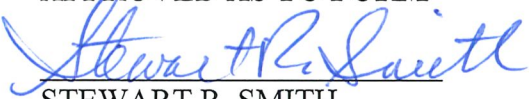
\_\_\_\_\_  
BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

\_\_\_\_\_  
Clerk of the Board

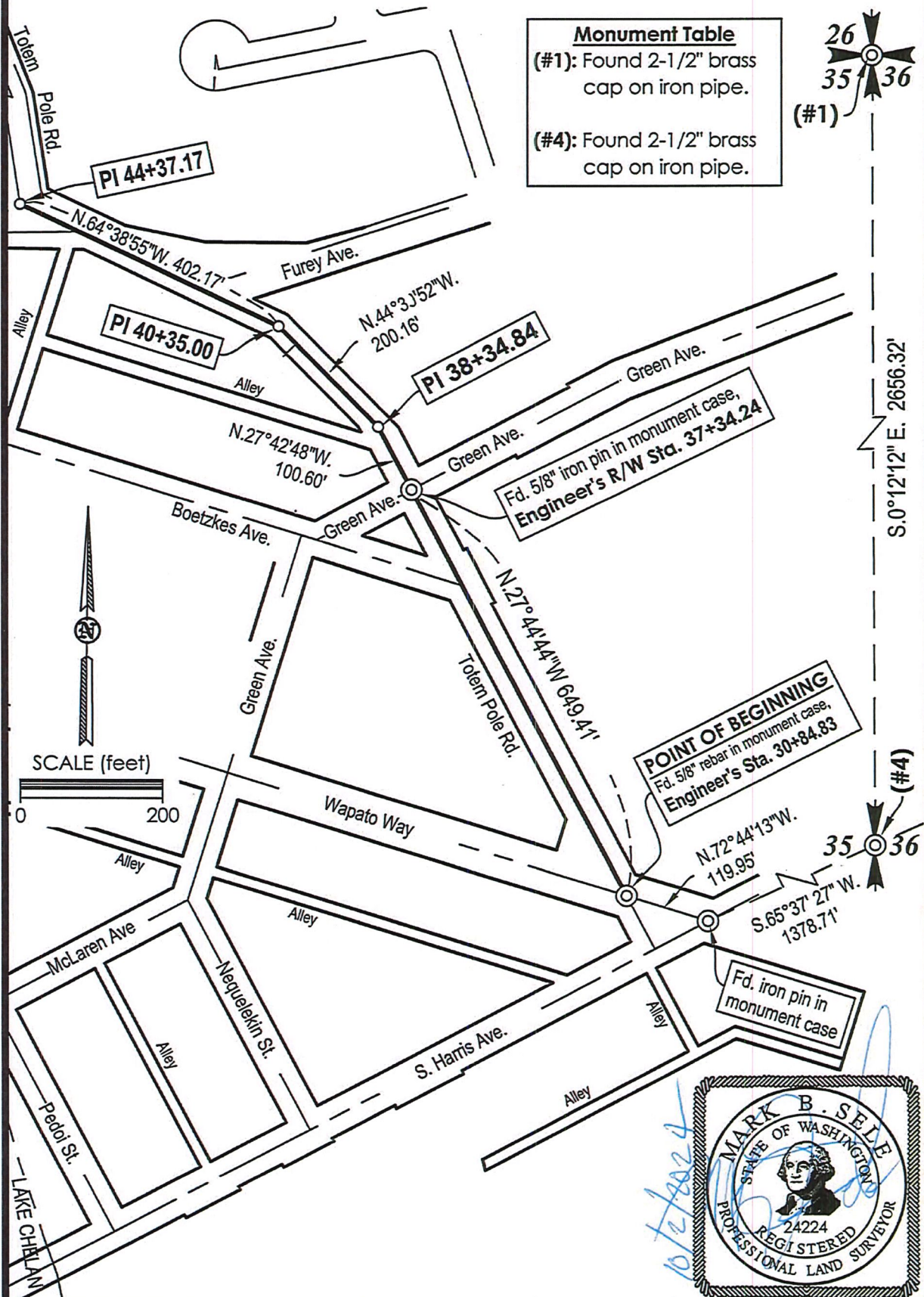
Dated: \_\_\_\_\_

APPROVED AS TO FORM

  
\_\_\_\_\_  
STEWART R. SMITH  
Deputy Prosecuting Attorney

Dated: 4/21/25

## Section 35, TWP. 28 N., RGE 21 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](http://www.co.chelan.wa.us)



SECTION 35, T.28N., R21 E.W.M.  
Totem Pole Rd. Phase I



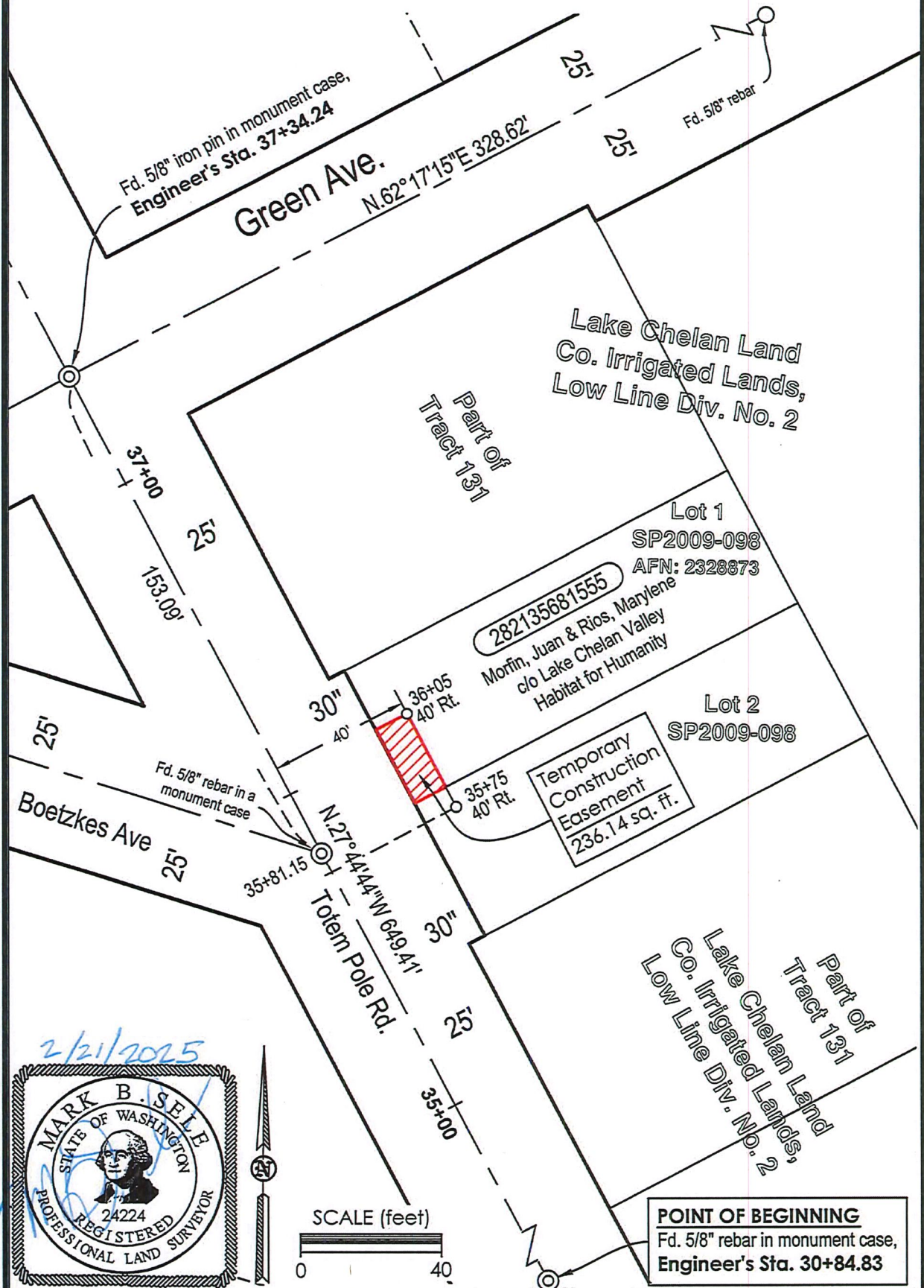
# EXHIBIT "B"

## TEMPORARY CONSTRUCTION EASEMENT

MORFIN, JUAN & RIOS, MARYLENE

c/o Lake Chelan Valley Habitat for Humanity

Section 35, TWP. 28 N., RGE 21 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](http://www.co.chelan.wa.us)



Morfin, Juan & Rios, Marylene  
c/o Lake Chelan Valley Habitat for Humanity  
**TEMPORARY CONSTRUCTION EASEMENT**  
SECTION 35, T.28N., R21 E.W.M.  
Totem Pole Rd. Phase I





**Washington State  
Department of Transportation**

|  |                            |                 |
|--|----------------------------|-----------------|
| <b>Supplemental Agreement<br/>Number</b> _____ | Organization and Address   |                 |
| Original Agreement Number                      |                            |                 |
| Project Number                                 | Phone:                     |                 |
|  | Execution Date             | Completion Date |
| Project Title                                  | New Maximum Amount Payable |                 |
| Description of Work                            |                            |                 |

The Local Agency of \_\_\_\_\_  
desires to supplement the agreement entered in to with \_\_\_\_\_  
and executed on \_\_\_\_\_ and identified as Agreement No. \_\_\_\_\_  
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days  
for completion of the work to read: \_\_\_\_\_

**III**

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate  
spaces below and return to this office for final action.

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

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

**SUPPLEMENTAL SIGNATURE PAGE**  
**STANDARD CONSULTANT AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025  
between the Board of Chelan County Commissioners, hereinafter called the “AGENCY”,  
and Forsgren Associates Inc. 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"**  
**Summary of Payments**

|   | <b>Basic<br/>Agreement</b> | <b>Supplement #1</b> | <b>Supplement #2</b> | <b>Supplement #3</b> | <b>Total</b>         |
|---|----------------------------|----------------------|----------------------|----------------------|----------------------|
| Direct Salary Cost                        | \$ 28,482.57               | \$ -                 | \$ 5,631.84          | \$ 2,423.03          | \$ 36,537.44         |
| Overhead<br>(Including Payroll Additives) | \$ 49,572.72               | \$ -                 | \$ 9,802.78          | \$ 3,950.51          | \$ 63,326.01         |
| Direct Non-Salary Costs                   | \$ 1,594.00                | \$ -                 | \$ -                 | \$ -                 | \$ 1,594.00          |
| Fixed Fee                                 | \$ 8,615.47                | \$ -                 | \$ 1,689.55          | \$ 726.91            | \$ 11,031.93         |
| <b>Total</b>                              | <b>\$ 88,264.75</b>        | <b>\$ -</b>          | <b>\$ 17,124.17</b>  | <b>\$ 7,100.45</b>   | <b>\$ 112,489.37</b> |

# Exhibit B

## Amendment to Agreement for Services

|                           |  |     |            |
|---------------------------|--|-----|------------|
| Client Name:              | Forsgren Associates, Inc.                                  |     |            |
| Project Name:             | CRP738 Easy St and School St Intersection – Design Support |     |            |
| Original Agreement Dated: | June 6, 2024   |     |            |
| Amendment Dated:          | April 16, 2025   | TG: | 1.24082.00 |

The existing Agreement for Services between Transpo Group (Transpo) and Forsgren Associates, Inc. (Client) is amended to include the following additional services and revised fee projection. All terms and conditions described in the Agreement remain in force and are not modified by this Amendment.

### Scope of Services

In addition to the services described in Exhibit A of the Agreement, Transpo will provide the following services:

#### Task 02—Roadway Illumination Design

Original Scope of Services:

*The original scope of services included design of the roadway illumination system, including photometric analysis, for the proposed roundabout. It was assumed that the electrical system, including design of conduits, junction boxes, circuitry, etc. would be completed by PUD.*

Amended Scope of Services:

Per direction received by the Client, this amendment incorporates design of the electrical system for the roadway illumination system into this task. The design of the electrical system will include design of all conduit, junction boxes, circuitry, and service cabinets required to power the system. It is assumed that the service power connection for the service cabinet will be provided by others.

This amendment assumes the design of the electrical system will be included in the 60-percent, 95-percent, and final submittal.

### Fee

Transpo will provide the services detailed in Exhibit A of the Agreement as well as the additional services described in this Amendment on a time-and-materials basis. The original and revised fee projection for each identified task is outlined in Table 1.

**Table 1. Fee Projection by Task**

| Task  | Description                         | Original Fee Projection | Revised Fee Projection  |
|-------|-------------------------------------|-------------------------|-------------------------|
| 01    | Project Management and Coordination | \$7,001.53              | \$7,001.53 (no change)  |
| 02    | Roadway Illumination Design         | \$14,736.32             | \$21,836.77 (+7,100.45) |
| Total |                                     |                         | \$28,838.30             |

1. T&M = Time-and-materials basis

2. Should the Client request Transpo's attendance at one or more meetings, Transpo will prepare for and attend such meeting(s) on a time-and-materials basis. The fee for Task 01 does not include meeting preparation or attendance.

As illustrated in Table 1, a total fee of \$28,838.30 is projected to complete Task 01 through Task 02. **This represents an increase of \$7,100.45 with respect to the original fee projection.** Should the Client request Transpo's attendance at meetings and/or follow-on services, Transpo will provide these services on a time-and-materials basis.



**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](http://www.wsdot.wa.gov)

March 13, 2025

Transpo Group USA, Inc.  
12131 113<sup>th</sup> Avenue NE, Suite 203  
Kirkland, WA 98034

Subject: Acceptance FYE 2024 ICR – Risk Assessment Review

Dear Sarah Brinkerhoff:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 163.04% (rate includes 0.07% Facilities Capital Cost of Money). 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 your 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 [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards,

A handwritten signature in black ink that reads 'Schatzie Harvey'. The signature is written in a cursive, flowing style.

[Schatzie Harvey \(Mar 13, 2025 09:33 PDT\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:ah

# Cost Estimate Worksheet



|                       |
|-----------------------|
| Number / Project Name |
| 1.24082.00 / CRP738   |
| Easy St and School St |

Rate schedule is effective from June 29, 2024 through June 27, 2025

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

|                |                 |                 |                  |         |               |
|----------------|-----------------|-----------------|------------------|---------|---------------|
|                | Project Manager | Quality Control | Project Engineer | GIS     | Project Admin |
| initials       | BK              | JCP             | MPL              | NH2     | AMC           |
| labor category | Eng L5          | Prin L7         | Eng L2           | Anyl L2 | PA L5         |
| cost rate      | \$79.81         | \$122.60        | \$45.19          | \$44.71 | \$66.83       |

## Labor:

|    | Work Task                             |   |  |   |    | Hours | Cost    |
|----|---------------------------------------|---|--|---|----|-------|---------|
| 1  | Task 02 - Roadway Illumination Design |   |  |   |    | 0     | \$0     |
| 2  | 60% Submittal                         | 6 |  | 6 | 16 | 28    | \$1,465 |
| 3  | 95% Submittal                         | 2 |  | 4 | 6  | 12    | \$609   |
| 4  | Final Submittal                       | 1 |  | 2 | 4  | 7     | \$349   |
| 5  |                                       |   |  |   |    | 0     | \$0     |
| 6  |                                       |   |  |   |    | 0     | \$0     |
| 7  |                                       |   |  |   |    | 0     | \$0     |
| 8  |                                       |   |  |   |    | 0     | \$0     |
| 9  |                                       |   |  |   |    | 0     | \$0     |
| 10 |                                       |   |  |   |    | 0     | \$0     |
| 11 |                                       |   |  |   |    | 0     | \$0     |
| 12 |                                       |   |  |   |    | 0     | \$0     |
| 13 |                                       |   |  |   |    | 0     | \$0     |
| 14 |                                       |   |  |   |    | 0     | \$0     |
| 15 |                                       |   |  |   |    | 0     | \$0     |
| 16 |                                       |   |  |   |    | 0     | \$0     |
| 17 |                                       |   |  |   |    | 0     | \$0     |

|             |       |     |       |         |     |    |            |
|-------------|-------|-----|-------|---------|-----|----|------------|
| Total Hours | 9     | 0   | 12    | 26      | 0   | 47 |            |
| Labor Costs | \$718 | \$0 | \$542 | \$1,162 | \$0 |    | \$2,423.03 |

|          |      |         |  |            |
|----------|------|---------|--|------------|
| Overhead | Rate | 163.04% |  | \$3,950.51 |
|----------|------|---------|--|------------|

|                        |        |          |
|------------------------|--------|----------|
| Fee (as a % of labor ) | 30.00% | \$726.91 |
|------------------------|--------|----------|

## Miscellaneous Expenses:

|                             | Item                                   | Reimbursable Cost |
|-----------------------------|--|-------------------|
| 1                           | Federal Express / Courier              | \$0               |
| 2                           | Phone                                  | \$0               |
| 3                           | Fax                                    | \$0               |
| 4                           | Postage                                | \$0               |
| 5                           | Graphic supplies                       | \$0               |
| 6                           | Photography                            | \$0               |
| 7                           | Travel expenses (mileage)              | \$0               |
| 8                           | Reproduction                           | \$0               |
| 9                           | Traffic counts                         | \$0               |
| 10                          | Traffic accident data                  | \$0               |
| 11                          | Spec. MPS model run                    | \$0               |
| 12                          | Transportation Concurrency Application | \$0               |
| Total Reimbursable Expenses |  | \$0               |

## Subconsultants:

|                      | Firm            | Subs Cost |
|----------------------|-----------------|-----------|
| 1                    | Subconsultant A | \$0       |
| 2                    | Subconsultant B | \$0       |
| 3                    | Subconsultant C | \$0       |
| 4                    | Subconsultant D | \$0       |
| 5                    | Subconsultant E | \$0       |
| Total Subconsultants |                 | \$0       |

**TOTAL ESTIMATE \$7,100.45**



# CHELAN COUNTY

## DEPARTMENT OF PUBLIC WORKS

316 WASHINGTON STREET

SUITE 402

WENATCHEE, WASHINGTON 98801

TELEPHONE (509) 667-6415

ERIC PIERSON, PE

DIRECTOR/COUNTY ENGINEER

RECEIVED

APR 09 2025

CHELAN COUNTY  
PUBLIC WORKS

EVE 25-00A

## EVENTS PERMIT

APPLICATION FOR EVENT OR ACTIVITY IN CHELAN COUNTY RIGHT-OF-WAY FEE: **\$250**

Permit must be received by Chelan County Public Works Department **ONE (1) MONTH** in advance of the event/activity date

| APPLICANT INFORMATION  |                         |            |
|--|-------------------------|------------|
| Applicant (Print full name): Leavenworth Bike Fest   |                         |            |
| Address: PO Box 1991   |                         |            |
| City: Wenatchee  | State: WA               | Zip: 98807 |
| Phone No: 509.679.5003   | Email: Tdbace@gmail.com |            |
| ORGANIZER'S INFORMATION  |                         |            |
| Organizer's True Name: Ace Bollinger   |                         |            |
| Address: PO Box 1703   |                         |            |
| City: Wenatchee  | State: WA               | Zip: 98807 |
| Phone No: 509.679.5003   | Email: Tdbace@gmai.com  |            |
| UBI Number: 603 187 219  |                         |            |
| NAME OF EVENT/ACTIVITY CONTACT: <i>Contacts must be on site during event in case they are needed by emergency responders</i> |                         |            |
| Name (Print): SAME AS ABOVE  |                         |            |
| Email:   |                         |            |
| Cell Phone Number:   |                         |            |
| Alternate Contact Person: <i>Contacts must be on site during event in case they are needed by emergency responders</i>       |                         |            |
| Organizer's True Name: Jamie Howell  |                         |            |
| Email: jamie@howellatthemoon.com   |                         |            |
| Cell Phone Number: 509.679.6411  |                         |            |

| EVENT INFORMATION  |
|--|
| Name of Event/Activity: Leavenworth Bike Fest Shotter fest |
| Type/Description of Event/Activity: Timed Gravel Ride      |
| Date(s) of Proposed Event/Activity: Sunday, June 15th 2025 |
| Times for Proposed Event/Activity: 8 am- 2 pm              |



Describe proposed route on county right-of-way, including start and end points, assembling points, and parking (please submit a map illustrating the route and other pertinent information):

See attached map

Estimated number of people, vehicles, and/or animals expected to participate or be included in the event/activity (please provide detailed information):

300+

Proof of permissions for event/activity officials, participants, and spectators to enter onto private and public property in relation to this activity (please submit documentation):

Pending Permit with USFS

Proof of authorizations from other involved jurisdictions (please submit documentation):

NA

Name of organizer's insurance company and policy number for coverage of this event/activity (please submit a certificate/proof of insurance showing coverage's and an endorsement including Chelan County as additional insured and providing that the organizer's insurance policy shall be primary insure for the event/activity):

Company:

Policy Number:

Describe organizer's previous experience with the conduct and administration of this type of event/activity:

Event Organizer for 10+ years.

Traffic plan, safety plan, race plan:

See attached map



|   |
|---|
| <p>Will any road closure or lane/shoulder restrictions be needed? (Yes or No):<br/> NO</p>  |
| <p>If yes, provide details:<br/> <b>IF A ROAD CLOSURE IS TO LAST IN EXCESS OF 12 HOURS, THE APPLICANT SHALL PUBLISH NOTICE IN A LOCAL PAPER AND POST ONSITE A MINIMUM OF 3 DAYS PRIOR TO THE CLOSURE IN ACCORDANCE WITH RCW 47.48.</b></p> <p>N/A</p> |
| <p>Documentation for any requested waiver or exemption (please submit):<br/> N/A</p>  |
| <p>Other:<br/> N/A</p>  |
| <p>Plan for Event Clean-Up:<br/> We will have a clean up crew address the area post race.</p>   |

4/10/25

Applicant's Signature

Date and Place

Jason P. Bollinger

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

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

For County Use Only

- ☐ Chapter 9.26 of the Chelan County Code is incorporated by this reference.
- ☐ See attached Exhibit(s) \_\_\_\_\_ - \_\_\_\_\_ for additional conditions and route modifications.
- ☐ Fire Districts notified: \_\_\_\_\_
- ☐ Permit fee of \$250.00 (copy of receipt attached).
- ☐ Payment in advance for necessary public safety personnel and equipment in the amount of \$\_\_\_\_\_ (copy of receipt and related documents attached).

Reviewed and Approved:

Permit is ☐ Approved ☐ Denied

**Chelan County Public Works Department**

**Chelan County Sheriff's Office**

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

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

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

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

For questions, we may be reached at the following address, phone, or email:

Chelan County Public Works Department  
316 Washington St, Suite 402  
Wenatchee WA 98801

(509) 667-6415 or [public.works@co.chelan.wa.us](mailto:public.works@co.chelan.wa.us)



**Chelan County**  
**Department of Public Works**

316 Washington St, Suite 402  
Wenatchee, WA 98801  
(509) 667-6415

**Receipt Number: 25-00596**

**Payer/Payee:** BOLLINGER JASON  
PO BOX 1703  
WENATCHEE WA 98807

**Cashier:** ROSE HOLMAN

**Date:** 04/10/2025

**EVE 25-004 PW EVENT OR ACTIVITY IN COUNTY RIGHT-OF-WAY PERMIT**

| <u>Fee Description</u>               | <u>BARS Number</u>   | <u>Fee Amount</u> | <u>Amount Paid</u> | <u>Fee Balance</u> |
|--------------------------------------|----------------------|-------------------|--------------------|--------------------|
| PW - Event Permit Fee - Public Works | 110.001.32240.00.000 | \$125.00          | \$125.00           | \$0.00             |
| PW - Event Permit Fee - Sheriff's    | 010.145.34210.02.000 | \$125.00          | \$125.00           | \$0.00             |
|                                      |                      | <b>\$250.00</b>   | <b>\$250.00</b>    | <b>\$0.00</b>      |
| <b>TOTAL PAID:</b>                   |                      |                   | <b>\$250.00</b>    |                    |

| <u>Payment Method</u> | <u>Reference Number</u> | <u>Payment Amount</u> |
|-----------------------|-------------------------|-----------------------|
| CREDIT CARD           | 174208479               | \$250.00              |
| <b>Total:</b>         |                         | <b>\$250.00</b>       |

**Notes :**

**Project Information**

| <u>Permit #</u> | <u>Permit Type</u> | <u>Project Description</u> | <u>Parcel #</u> |
|-----------------|--------------------|----------------------------|-----------------|
| EVE 25-004      | PW-EVENT           | Leavenworth Bike Fest      |                 |

**Project Contacts**

| <u>Permit #</u> | <u>Name</u>     | <u>Association</u> | <u>Address</u>                   |
|-----------------|-----------------|--------------------|----------------------------------|
| EVE 25-004      | BOLLINGER JASON | APPLICANT          | PO BOX 1703, WENATCHEE, WA 98807 |

Payment Entry Form

Result: Payment Authorized  
Confirmation Number: 174208479

Your payment has been authorized successfully and payment will be processed.

Chelan County Public Works thanks you for your payment. For questions about your account, please call 509-667-6415 Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

| Description  | Payment Amount |
|--|----------------|
| Miscellaneous payment of \$250.00 on Account Number EVE 25-004 | \$250.00       |
| Subtotal:  | \$250.00       |
| Convenience Fee:   | \$6.25         |
| Total Payment:   | \$256.25       |

Customer Information

First Name: Jason  
Last Name: Bollinger  
Address Line 1: PO Box 1991  
Address Line 2:  
City: Wenatchee  
State: Washington  
Zip Code: 98807  
Phone Number:  
Email Address:

Payment Information

Payment Date: 04/10/2025  
Card Type: MasterCard  
Card Number: \*\*\*\*\*2377

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *Chelan Co P W*. If you have any questions about the charges please call 1-888-891-6064.



# CHELAN COUNTY

## DEPARTMENT OF PUBLIC WORKS

316 WASHINGTON STREET

SUITE 402

WENATCHEE, WASHINGTON 98801

TELEPHONE (509) 667-6415

ERIC PIERSON, PE

DIRECTOR/COUNTY ENGINEER

RECEIVED

APR 11 2025

CHELAN COUNTY  
PUBLIC WORKS

EVE 25-005

## EVENTS PERMIT

### APPLICATION FOR EVENT OR ACTIVITY IN CHELAN COUNTY RIGHT-OF-WAY FEE: \$250

Permit must be received by Chelan County Public Works Department **ONE (1) MONTH** in advance of the event/activity date

|   |   |                   |
|---|---|-------------------|
| <b>APPLICANT INFORMATION</b>  |   |                   |
| Applicant (Print full name): <b>Joshua Allenby (Manson Chamber Event Director)</b>  |   |                   |
| Address: <b>590 Wapato Way</b>  |   |                   |
| City: <b>Manson</b>   | State: <b>WA</b>                              | Zip: <b>98831</b> |
| Phone No: <b>5093222824</b>   | Email: <b>eventdirector@mansonchamber.com</b> |                   |
| <b>ORGANIZER'S INFORMATION</b>  |   |                   |
| Organizer's True Name: <b>James Burns</b>   |   |                   |
| Address: <b>103 Pinncale Pl</b>   |   |                   |
| City: <b>Chelan</b>   | State: <b>WA</b>                              | Zip: <b>98816</b> |
| Phone No: <b>425-652-7460</b>   | Email: <b>mijrides@gmail.com</b>              |                   |
| UBI Number: <b>603 406 188</b>  |   |                   |
| <b>NAME OF EVENT/ACTIVITY CONTACT: <i>Contacts must be on site during event in case they are needed by emergency responders</i></b> |   |                   |
| Name (Print): <b>Spring Into Manson Car Show/ James Burns</b>   |   |                   |
| Email: <b>mijrides@gmail.com</b>  |   |                   |
| Cell Phone Number: <b>425-652-7460</b>  |   |                   |
| <b>Alternate Contact Person: <i>Contacts must be on site during event in case they are needed by emergency responders</i></b>       |   |                   |
| Organizer's True Name: <b>Mark Pearce</b>   |   |                   |
| Email: <b>marcpearce54@gmail.com</b>  |   |                   |
| Cell Phone Number: <b>206-931-1921</b>  |   |                   |

|  |
|--|
| <b>EVENT INFORMATION</b>                                   |
| Name of Event/Activity: <b>Spring Into Manson Car Show</b> |
| Type/Description of Event/Activity: <b>Car Show</b>        |
| Date(s) of Proposed Event/Activity: <b>5/17/25</b>         |
| Times for Proposed Event/Activity: <b>7AM-4PM</b>          |

Will any road closure or lane/shoulder restrictions be needed? (Yes or No):

If yes, provide details:

**IF A ROAD CLOSURE IS TO LAST IN EXCESS OF 12 HOURS, THE APPLICANT SHALL PUBLISH NOTICE IN A LOCAL PAPER AND POST ONSITE A MINIMUM OF 3 DAYS PRIOR TO THE CLOSURE IN ACCORDANCE WITH RCW 47.48.**

Documentation for any requested waiver or exemption (please submit):

Other:

Plan for Event Clean-Up:

Car show organizers and volunteers will pick up any trash related to the event.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date and Place

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

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



For County Use Only

- ☐ Chapter 9.26 of the Chelan County Code is incorporated by this reference.
- ☐ See attached Exhibit(s) \_\_\_\_\_ - \_\_\_\_\_ for additional conditions and route modifications.
- ☐ Fire Districts notified: \_\_\_\_\_
- ☐ Permit fee of \$250.00 (copy of receipt attached).
- ☐ Payment in advance for necessary public safety personnel and equipment in the amount of \$\_\_\_\_\_ (copy of receipt and related documents attached).

Reviewed and Approved:

Permit is ☐ Approved ☐ Denied

**Chelan County Public Works Department**

**Chelan County Sheriff's Office**

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

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

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

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

For questions, we may be reached at the following address, phone, or email:

Chelan County Public Works Department  
316 Washington St, Suite 402  
Wenatchee WA 98801

(509) 667-6415 or [public.works@co.chelan.wa.us](mailto:public.works@co.chelan.wa.us)



## NON PROFIT INSURANCE PROGRAM

### CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.


**IMPORTANT:** IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

| PROGRAM ADMINISTRATOR  | COMPANIES AFFORDING COVERAGE  |
|--|---|
| Clear Risk Solutions<br>451 Diamond Drive<br>Ephrata, WA 98823 | <b>GENERAL LIABILITY</b><br>NPIP / Munich Re. et al.                    |
| <b>INSURED</b>   | <b>AUTOMOBILE LIABILITY</b><br>NPIP / Munich Re. et al.                 |
| Manson Chamber of Commerce                                     | <b>PROPERTY</b><br>NPIP / Munich Re. et al.                             |
| PO Box 801<br>Manson, WA 98831                                 | <b>MISCELLANEOUS PROFESSIONAL LIABILITY</b><br>NPIP / Munich Re. et al. |
| <b>COVERAGES</b>   |   |

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| LINE OF COVERAGE   | COVERAGE NUMBER | EFF DATE | EXP DATE | DESCRIPTION                   | LIMITS        |
|--|-----------------|----------|----------|-------------------------------|---------------|
| <b>GENERAL LIABILITY</b>   |                 |          |          |                               |               |
| COMMERCIAL GENERAL LIABILITY   | NPIP242555203   | 6/1/2024 | 6/1/2025 | PER OCCURRENCE                | \$2,000,000   |
| OCCURRENCE FORM  |                 |          |          | PER MEMBER AGGREGATE          | \$4,000,000   |
| INCLUDES STOP GAP – EMPLOYERS LIABILITY  |                 |          |          | PRODUCT-COMP/OP               | \$2,000,000   |
|  |                 |          |          | PERSONAL & ADV. INJURY        | \$2,000,000   |
| (LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)   |                 |          |          | ANNUAL POOL AGGREGATE         | \$50,000,000  |
| <b>AUTOMOBILE LIABILITY</b>  |                 |          |          |                               |               |
| ANY AUTO   | NPIP242555203   | 6/1/2024 | 6/1/2025 | COMBINED SINGLE LIMIT         | \$2,000,000   |
| (LIABILITY IS SUBJECT TO A 350,000 SIR PAYABLE FROM PROGRAM FUNDS)   |                 |          |          | ANNUAL POOL AGGREGATE         | NONE          |
| <b>PROPERTY</b>  |                 |          |          |                               |               |
|  | NPIP242555203   | 6/1/2024 | 6/1/2025 | ALL RISK PER OCC EXCL EQ & FL | \$100,000,000 |
|  |                 |          |          | EARTHQUAKE PER OCC            | Excluded      |
|  |                 |          |          | FLOOD PER OCC                 | Excluded      |
| (PROPERTY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)  |                 |          |          | ANNUAL POOL AGGREGATE         | NONE          |
| <b>MISCELLANEOUS PROFESSIONAL LIABILITY</b>  |                 |          |          |                               |               |
|  | NPIP242555203   | 6/1/2024 | 6/1/2025 | PER CLAIM                     | \$1,000,000   |
| (LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)   |                 |          |          | ANNUAL POOL AGGREGATE         | \$40,000,000  |
| <b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS</b>  |                 |          |          |                               |               |
| Regarding the Spring Into Manson Car Show included in the Apple Blossom Festival. Chelan County is named as Additional Covered Party as respects General Liability regarding this event only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached. |                 |          |          |                               |               |

**CANCELLATION NOTICE:** SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.

| CERTIFICATE HOLDER  | AUTHORIZED REPRESENTATIVE   |
|---|---|
| Dept of Public Works<br>Chelan County<br>316 Washington Street Ste 402<br>Wenatchee, WA 98801 |  |

**ADDITIONAL COVERED PARTY – DESIGNATED PERSON OR ORGANIZATION  
(GENERAL LIABILITY)**

**THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY**

**This endorsement modifies Coverage provided under the following:**

**GENERAL LIABILITY COVERAGE PART**

This endorsement changes the Coverage Agreement effective on the inception date of the Coverage Agreement unless another date is indicated above. Providing the certificate of coverage that this endorsement is attached to has been issued by and is on file with the Company, the following applies.

**SCHEDULE**

**Person or Organization (Additional Covered Party):**

Chelan County  
316 Washington Street Ste 402  
Wenatchee, WA 98801

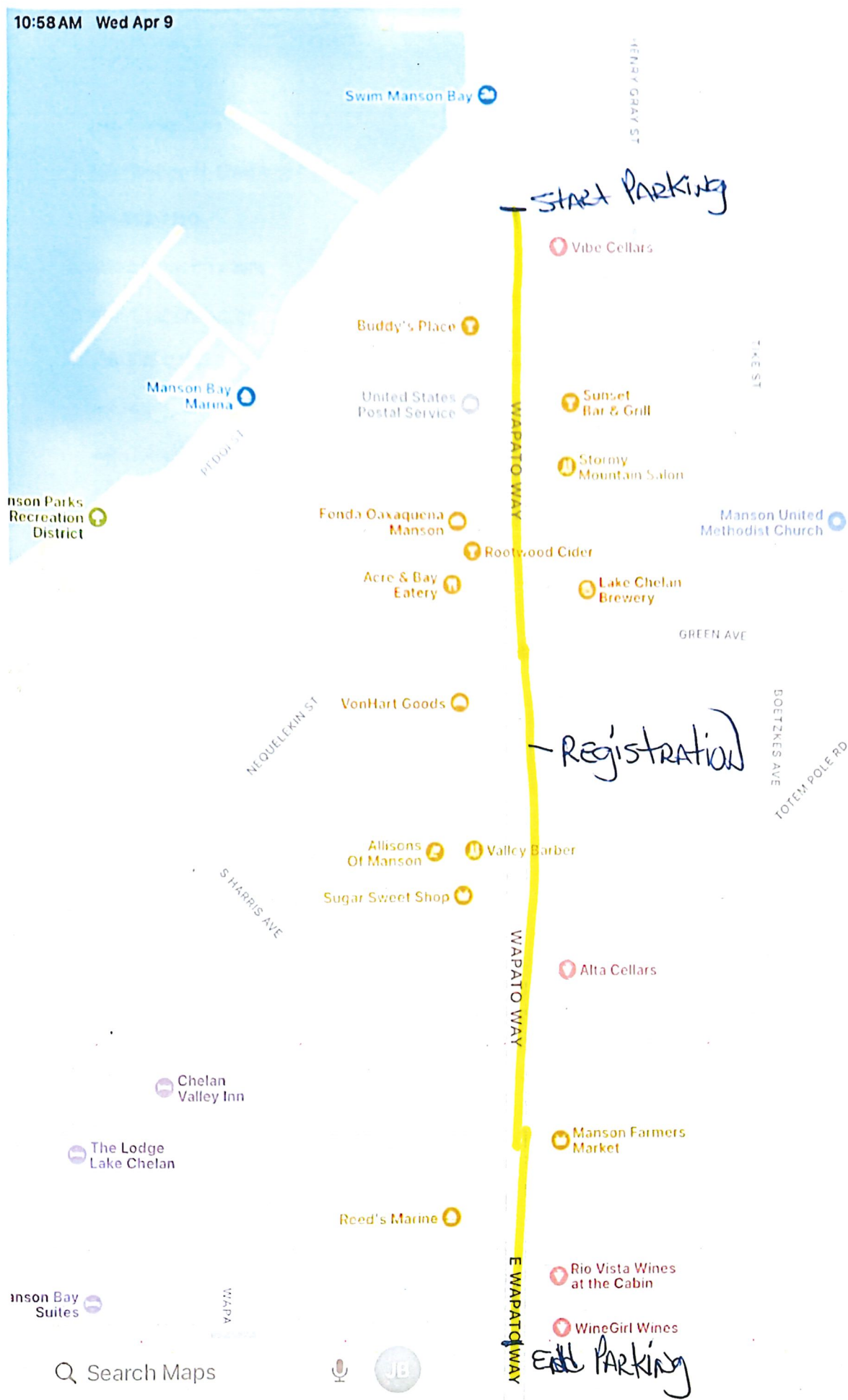
**Description of Activities / Operations / Designated Premises:**

Regarding the Spring Into Manson Car Show included in the Apple Blossom Festival. Chelan County is named as Additional Covered Party as respects General Liability regarding this event only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

- A. With respects to the General Liability Coverage Part only, the definition of **Covered Party** in the Liability Conditions, Definitions and Exclusions section of this Coverage Agreement is amended to include as a **Covered Party** the Person or Organization shown in the above Schedule. Such Person or Organization is a **Covered Party** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In performance of your ongoing operations; or
  2. In connection with your premises owned or rented to you.
- B. The Limits of Coverage applicable to the additional **Covered Party** are those specified in either the:
1. Written contract or written agreement; or
  2. Declarations for this Coverage Agreement,

whichever is less. These Limits of Coverage are inclusive and not in addition to the Limits of Coverage shown in the Declarations.

All other terms and conditions remain unchanged.







**Chelan County**  
**Department of Public Works**

316 Washington St, Suite 402  
Wenatchee, WA 98801  
(509) 667-6415

Receipt Number: 25-00614

**Payer/Payee:** MANSON CHAMBER OF COMMERCE  
PO BOX 801  
MANSON WA 98831

**Cashier:** ROSE HOLMAN

**Date:** 04/11/2025

**EVE 25-005 PW EVENT OR ACTIVITY IN COUNTY RIGHT-OF-WAY PERMIT**

| <u>Fee Description</u>               | <u>BARS Number</u>   | <u>Fee Amount</u> | <u>Amount Paid</u> | <u>Fee Balance</u> |
|--------------------------------------|----------------------|-------------------|--------------------|--------------------|
| PW - Event Permit Fee - Public Works | 110.001.32240.00.000 | \$125.00          | \$125.00           | \$0.00             |
| PW - Event Permit Fee - Sheriff's    | 010.145.34210.02.000 | \$125.00          | \$125.00           | \$0.00             |
|                                      |                      | <b>\$250.00</b>   | <b>\$250.00</b>    | <b>\$0.00</b>      |
| <b>TOTAL PAID:</b>                   |                      | <b>\$250.00</b>   |                    |                    |

| <u>Payment Method</u> | <u>Reference Number</u> | <u>Payment Amount</u> |
|-----------------------|-------------------------|-----------------------|
| CHECK                 | Check# 1709             | \$250.00              |
| <b>Total:</b>         |                         | <b>\$250.00</b>       |

**Notes :**

**Project Information**

| <u>Permit #</u> | <u>Permit Type</u> | <u>Project Description</u> | <u>Parcel #</u> |
|-----------------|--------------------|----------------------------|-----------------|
| EVE 25-005      | PW-EVENT           | Manson Car Show            |                 |

**Project Contacts**

| <u>Permit #</u> | <u>Name</u>                | <u>Association</u> | <u>Address</u>               |
|-----------------|----------------------------|--------------------|------------------------------|
| EVE 25-005      | MANSON CHAMBER OF COMMERCE | APPLICANT          | PO BOX 801, MANSON, WA 98831 |

**DEPARTMENT OF COMMUNITY DEVELOPMENT  
BOCC AGENDA ITEMS**

**April 29, 2025**

Community Development Director Deanna Walter

**Discussion Items:**

1. Building Inspector Position Request
2. Department Update
3. Fee Schedule Amendment Workshop (CCC 3.24)
4. Refund BP 250178 Plain Vanilla LLC

**Action Items:**

1. Building Inspector Position
2. Refund BP 250178 Plain Vanilla LLC



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

## **MEMORANDUM**

**TO:** Board of Chelan County Commissioners  
**FROM:** Deanna Walter, Community Development Director  
**DATE:** April 23, 2025  
**RE:** New Position Request – Building Inspector

Commissioners,

We have two (2) Building Inspectors that have indicated they will be retiring soon. One has submitted his written intent, effective August 18, 2025, and the other has indicated first quarter next year, 2026.

Building inspections are an integral part of the permitting process and in order to maintain our current level of service for our customers, I am requesting the following:

1. Create new Building Inspector position
2. Fund this position at PW 15, Step 4

The Union contract dictates that we must duly advertise this position for 40 hours, at which time we will review, interview and hire (hopefully) from this applicant pool. Due to the uncertainty of the qualifications of the applicants we may receive, I am requesting it be funded at a level commensurate with a lateral transfer from another jurisdiction, with the option to hire a “trainee” in at Step 2.

Upon the August 18<sup>th</sup> retirement, I anticipate that position being eliminated, but with another pending retirement in first quarter 2026, I may, at that time, request to extend the request to hire and train the second new inspector.

This proposal should be revenue neutral in that we currently have a Plans Examiner position fully funded, but has been unfilled due to our interim Building Official performing both the Examiner and BO duties. The budgeted funds for this position will more than cover the proposed new Building Inspector position.

I appreciate your consideration of this request.

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

**Date:** April 23<sup>rd</sup>, 2025  
**To:** Shon Smith  
**From:** Daane Hagen  
**Subject:** Refund request for a Single Family Residence submitted by Plain Vanilla LLC in the amount of \$2,957.20.

**Exhibits Attached:**

1. Copy of receipt (#25- 00572) for permit fees, dated April 7<sup>th</sup>, 2025.

|             |             |           |      |               |      |
|-------------|-------------|-----------|------|---------------|------|
| Expenditure |             | Amount    |      | Appropriation |      |
| Required:   | \$ 2,957.20 | Budgeted: | \$ 0 | Required:     | \$ 0 |

**Funding Source:**

|                      |  |
|----------------------|--|
| 010.020.34583.02.000 | Zoning Review – Single Family Dwelling |
| 010.020.34583.01.000 | Building Plan Review                   |
| 010.025.34583.04.000 | Fire Review Comments                   |

**Narrative:**

A Residential Building Permit Application for a new Single Family Residence was submitted by Plain Vanilla LLC on 04.02.2025. On April 22<sup>nd</sup>, 2025 it was deemed not buildable due to an issue with an existing mobile home on the property.

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

1. Plain Vanilla LLC is the owner of property located at 20103 Chiwawa Loop Rd, Leavenworth Washington and further identified as parcel # 26-18-05-230-100.
2. On April 2<sup>nd</sup>, 2025 a residential building permit application was submitted to construct a new single family residence (SFR).
3. On April 17<sup>th</sup>, 2025 I, permit tech, Daane Hagen, found that the existing mobile home was constructed in 1968 which is prior to the June 15<sup>th</sup>, 1976 cutoff date for mobile homes. Not allowing for the proposed SFR to be constructed.
4. Pursuant to Resolution 2019-128, the Board of Chelan County Commissioners has authorized the Director of Chelan County Department of Community Development to reimburse



overpayment of application fees up to \$1,000.00 due to administrative errors caused by the Department or the applicant.

5. The following fees were paid pursuant to Resolution 2019-128, Revised Fee Schedule:

|  |            |
|--|------------|
| Building Plan Review                   | \$2,728.70 |
| Zoning Review – Single Family Dwelling | \$140.00   |
| Fire Review Comments                   | \$88.50    |
| Total Fees Paid                        | \$2,957.20 |

6. The following is a summary of fees charged with reductions:

|  |            |
|--|------------|
| Building Plan Review                   | \$2,728.70 |
| Zoning Review – Single Family Dwelling | \$140.00   |
| Fire Review Comments                   | \$88.50    |
| Total Fees Refunded                    | \$2,957.20 |

**ADMINISTRATOR’S ACTION:**

The Commissioner **Approves** full refund for the request of Daane Hagen for Plain Vanilla LLC in the amount of \$2,957.20.

**Approved by Chelan County Commissioner**

---

Shon Smith

Date



**Chelan County**  
**Department of Community Development**

Receipt Number: 25-00572

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

**Payer/Payee:** PLAIN VANILLA LLC  
3616 E DENNY WAY  
SEATTLE WA 98122

**Cashier:** AUDREY  
SCHWINKENDORF

**Date:** 04/07/2025

| BP 250178 NEW SINGLE FAMILY RESIDENCE                  |                      | NNA Leavenworth, WA 98826 |                    |                    |
|--|----------------------|---------------------------|--------------------|--------------------|
| <u>Fee Description</u>                                 | <u>BARS Number</u>   | <u>Fee Amount</u>         | <u>Amount Paid</u> | <u>Fee Balance</u> |
| Building Plan Review                                   | 010.020.34583.01.000 | \$2,728.70                | \$2,728.70         | \$0.00             |
| Zoning Review - Single Family Dwelling/Duplex Dwelling | 010.020.34583.02.000 | \$140.00                  | \$140.00           | \$0.00             |
| Fire Review Comments                                   | 010.025.34583.04.000 | \$88.50                   | \$88.50            | \$0.00             |
|  |                      | <b>\$2,957.20</b>         | <b>\$2,957.20</b>  | <b>\$0.00</b>      |
| <b>TOTAL PAID:</b>                                     |                      | <b>\$2,957.20</b>         |                    |                    |

| Payment Method | Reference Number | Payment Amount    |
|----------------|------------------|-------------------|
| CHECK          | 1024             | \$2,957.20        |
| <b>Total:</b>  |                  | <b>\$2,957.20</b> |

**Notes :**

| Project Information |             |  |              |
|---------------------|-------------|--|--------------|
| Permit #            | Permit Type | Project Description  | Parcel #     |
| BP 250178           | BPR-SFR     | NEW 6 BDRM 5 BATH SFR TO INCLUDE 2942 SQ FT MAIN FLOOR; 2235 SQ FT COVERED PORCH/DECK; 656 SQ FT CARPORT; 222 SQ FT STORAGE/UTILITY SHED | 261805230100 |

| Project Contacts |                              |             |                                     |
|------------------|------------------------------|-------------|-------------------------------------|
| Permit #         | Name                         | Association | Address                             |
| BP 250178        | BENNETT LAVACOT ARCHITECTURE | APPLICANT   | 3616 E DENNY WAY, SEATTLE, WA 98122 |
|                  | PLAIN VANILLA LLC            | OWNER       | 3616 E DENNY WAY, SEATTLE, WA 98122 |




# CHELAN COUNTY

## DEPARTMENT OF COMMUNITY DEVELOPMENT

### 2024 Amendment to Title 3

Chapter 3.24 – Community Development Department Fees  
Chapter 3.25 – Fire Prevention and Investigation Department Fees

#### Staff Report

**TO:** Chelan County Board of Commissioners  
**FROM:** Chelan County Community Development & Chelan County Fire Marshal  
**HEARING DATE:** July 9, 2024- continued to August 6, 2024 

#### GENERAL INFORMATION

|  |   |
|--|---|
| <b>Applicant</b>                               | Chelan County Community Development<br>Chelan County Fire Marshal |
| <b>Board of County Commissioner Hearing on</b> | July 9, 2024- continued to August 6, 2024                         |
| <b>60-day State agency review</b>              | Not Required  |
| <b>SEPA Determination</b>                      | Exempt pursuant to WAC 197-11-800 (19)                            |

#### SEPA Environmental Review

The proposed amendments to Title 3 are exempt under WAC 197-11-800(19)(a&b) as they contain no substantive standards respecting use or modification of the environment.

#### PROJECT DESCRIPTION

##### Proposal:

Chelan County Community Development and the Fire Marshal's Office are requesting an amendment to Title 3, as it pertains to Chapters 3.24 and 3.25, service fee schedules. Fee schedules for both departments have not been comprehensively analyzed for cost recovery since 2018. In the 6 years since the last evaluation, significant increased for labor contracts, consulting services, legislative unfunded mandates, and new central services charges have been incurred. The fee schedule needs to be crafted so that the customer base does not have large periodic increases, but rather smaller annual increases that keep pace with cost increases and inflation.

The below analysis separates the methodology for Community Development and Fire Prevention and Investigation fees.

## Chapter 3.24 – Community Development

Prior to proposing a fee schedule increase, Community Development committed to both hiring and training employees so that we are fully staffed, reduce our permitting times, increase our responsiveness to general inquiries and step up our commitment to customer service. These have been accomplished.

Community Development received \$302,321 from the General Fund in the 2024 budget to balance our expenses against our projected revenues, provided those projected revenues are realized. Essentially, taxpayers of this county are subsidizing unincorporated development and permit services, even though they may have no need for our services. This actually includes tax payers that live within city limits, as they also pay into the County General fund through the property tax levy.

In an effort to substantiate transitioning Community Development to an enterprise funded department, a cost recovery analysis was performed on a variety of land use actions that considered actual staff time processing, publication costs, hearing examiner costs, central services (overhead) costs and general departmental customer service shared by all permits.

An enterprise fund identifies the total direct and indirect costs to provide the service and the revenues that support the service for which a fee is charged in exchange for a service.

The actual staff time processing considered average staff wage plus benefits for planner processing, permit clerk processing for noticing and publications, agency coordination and staff time with applicant coordination.

Other significant costs that must be considered in order to be cost recovery included the average hearing (hearing examiner) time for each type of application, cost of department administration and a new central services charge. The Central Services accounts for the work done by the following departments for Community Development:

1. Auditor
2. IT
3. Facilities Maintenance
4. Non-Departmental
5. Prosecuting Attorney
6. Treasurer

We do note that the Assessor's Office, Commissioner Administration and campus security are not currently factored in, but likely will increase our central services charge over time.

The per-permit contributory cost of Community Development Administration (10s & 20s), supplies and department expenses (30s & 40s) were calculated based on a 5-year average of 1645 permits processed (inclusive of building and planning). \$60,000 was withheld from the contractual services as it was for the Hearing Examiner and already accounted for with the hearing examiner cost for quasi-judicial applications.

Administration includes the Director, Office Manager and 4 Permit Clerks dedicated to the general office function and customer service.

In addition to the actual cost recovery, we completed a fee comparison for the following jurisdictions:

1. Douglas County  
2024 budgeted Land Services  
revenues = no info available – Transportation and Land Services are combined for budget  
expenses = no info available – Transportation and Land Services are combined for budget
2. Grant County  
2024 budgeted Community Development  
revenues = \$360,000  
expenses = \$1,157,863
3. Kittitas County (2021 updated fee schedule used consultant for cost recovery analysis)  
2024 budgeted Land Services

Revenues (2023) = \$2,041,657

Expenses (2024) = \$3,012,574

4. Yakima County

2024 budgeted Land Services

revenues = \$2,706,813

expenses = \$4,137,103

5. Spokane County (ENTERPRISE FUNDED and currently utilizing reserves to maintain staffing levels)

2024 budgeted Land Services

revenues = \$4,791,000

expenses = \$7,296,233

6. City of Wenatchee (acknowledged that the city finances are such that they have made a conscious decision to subsidize development permitting costs, but also state they may revisit if the city reserves are reduced)

2024 budgeted Land Services

revenues = \$657,000

expenses = \$2,518,010

The most recent amendments to Chapter 3.24 included new fees for Short-term rental applications at \$500 and \$750. We now have 3 full-time staff, our Assistant Director and a contract STR monitoring company committed to these applications. The current fees are not reflective of cost recovery. When initiated, the true cost of processing and monitoring was not known. This proposal includes an increase in the STR related fees, from \$500/\$750 to \$800/\$1200.

There were numerous permit fees that remained unchanged in this proposal. Some fees we did not have relevant cost recovery data for, and others didn't warrant a change. The fees schedule has been streamlined and several fees have been eliminated.

There are two main calculations for determining a building permit fee – the valuation based on a per-square foot calculation and the permit fee based on the calculated valuation. The permit fees have not been increased in several years; however, the dollar per square foot for determining the valuation is updated twice annually by the ICC. Chelan County should be realizing this increase twice a year, but has not updated the valuation schedules in at least 3 years. That increase is captured in this amendment.

The supplemental fees for department administration and central services should be extended to all building permits also, as the per-permit calculation was based on the 5-year average of the total permits processed (inclusive of both building and planning permits). We are not proposing to add that fee to the building permits currently, but as part of a full transition to enterprise funding, will need to implement the addition of those components.

Community Development is proposing to annually increase all fees for land use actions by either the annual CPI or the COLA for the Courthouse Bargaining labor contract, whichever is greater. The building valuation schedule will be updated annually pursuant to the ICC schedules.

### **Chapter 3.25 – Fire Prevention and Investigation**

The Fire Prevention and Investigation division provides fire and life safety services to the citizens of Chelan County. Responsibilities include: fire investigation, fire and life safety inspections, plan review, fire prevention & safety education, and wildland-urban interface.

The Fire Prevention and Investigation division is looking to increase their fees to help offset the rise in inflation, increased labor costs, legislative unfunded mandates and new central services charges that accrue for the above-mentioned responsibilities. Proposed 18% increase across the board.

The Fire Prevention and Investigation division is proposing to annually increase all fees related to Fire Prevention and Investigation by either the annual CPI or the COLA for the Courthouse Bargaining labor contract, whichever is greater.

## **STAFF RECOMMENDATION**

Chelan County Community Development and Fire Prevention and Investigation departments both recommend the adoption of the revised fee schedule, as it reflects the true cost of services, or at a minimum addresses the last 6 years of inflationary increases.

### **Exhibits:**

- A. Proposed Community Development Fees (text), Chapter 3.24
- B. Proposed Fee Schedule Chart, Section 3.24.010
- C. Fee Breakdown Explanation
- D. Cost Recovery Analysis Example of Permit Type (Administrative Appeals)
- E. Jurisdictional Comparison with Average
  - (1) including City of Wenatchee
  - (2) excluding City of Wenatchee
- F. Planning Fees – Before & After
  - (1) including City of Wenatchee
  - (2) excluding City of Wenatchee
- G. Building Fees - Before & After
- H. Jurisdictional “Fee Package” Comparison
- I. Proposed Fire Prevention and Investigation Fee Schedule, Chapter 3.25

# Exhibit B

## (a) Planning Fees:

| Fee Description  | Fee                         | Notes/Multipliers   |
|--|-----------------------------|---|
| Administrative Fee for Natural Resources Permit Intake   | \$37.50                     |   |
| Administrative Interpretation  | \$645.00                    |   |
| Administrative Modification  | \$600.00                    |   |
| After-The-Fact Planning Fees   | 2X the Original Permit Fees |   |
| Appeal of Administrative Decision or Denial  | \$2,597.00                  |   |
| Binding Site Plan (Preliminary)  | \$2,425.00                  | Plus \$85/Lot   |
| Binding Site Plan (Alteration/Amendment)   | \$2,425.00                  | Plus \$85/Lot   |
| Binding Site Plan (Final Mylar Review)   | \$525.00                    |   |
| Boundary Line Adjustment   | \$1,450.00                  | Plus \$85/Lot   |
| Cannabis Tier 1 Producer (and Associated Processing)   | \$1,550.00                  |   |
| Cannabis Tier 2 Producer (and Associated Processing)   | \$3,100.00                  |   |
| Cannabis Tier 3 Producer (and Associated Processing)   | \$5,160.00                  |   |
| Cannabis State Licensed Processor  | \$2,065.00                  |   |
| Certificate of Exemption   | \$1,450.00                  | Plus \$85/Lot   |
| Change of Application or Design (Requiring 2nd Referral to Commenting Agencies)  | \$75.00                     | Per Hour  |
| Comprehensive Plan Amendment (GMA/Map)   | \$3,925.00                  |   |
| Conditional Use Permit   | \$3,845.00                  |   |
| Conditional Use Permit (Amendments/Changes or Conditions)  | \$3,095.00                  |   |
| Department Wide Hourly Charge  | \$75.00                     |   |
| Exploratory Mining: Permit   | \$1,120.00                  |   |
| Exploratory Mining: Revision to Permit   | \$375.00                    |   |
| Exploratory Mining: Bond/Financial Security Approval   | \$150.00                    |   |
| Extension of Time (Plat; Short Plat; Binding Site Plan)  | 50% of Original Fee         |   |
| Forest Practice: Conversion Option Harvest Plan  | \$580.00                    |   |
| Forest Practice: Exemptions - Class I, Class II, Class III, Class IV (Special or General)  | \$60.00                     |   |
| Forest Practice: Lifting of Moratorium   | \$580.00                    |   |
| Forest Practice: Rescinding Moratorium   | \$230.00                    |   |
| Forest Practice: Waiving Moratorium for Construction of a Single Family Residence  | \$235.00                    |   |
| Floodplain Development Permit  | \$1,028.00                  | Review time in excess of 3 hours is subject to the current consultant hourly rate with a minimum 1 hour charge. |
| Habitat Management Mitigation Plan (HMMP)  | \$300.00                    |   |
| Master Planned Resort  | \$5,000.00                  |   |
| Master Planned Resort: Amendment   | \$5,000.00                  |   |
| Planned Development Overlay (Subdivision Fees Still Apply)   | \$1,165.00                  |   |
| Planned Development: Vacation  | \$700.00                    |   |
| Plat (Major Subdivision): Preliminary  | \$4,599.00                  | Plus \$85/Lot   |
| Plat (Major Subdivision): Change of Application or Design (Requiring 2nd Referral to Commenting Agencies, Prior to Preliminary Approval) | \$75.00                     | Per Hour  |
| Plat (Major Subdivision): Alteration   | \$4,599.00                  | Plus \$85/Lot   |
| Plat (Major Subdivision): Amendment  | \$1,078.00                  | Plus \$85/Lot   |
| Plat (Major Subdivision): 1st & 2nd Blue Line and Final Mylar Review   | \$525.00                    | Plus \$85/Lot   |
| Pre-Application Meeting (Land Use and Commercial Building)   | \$150.00                    |   |
| Public Benefit Rating System (PBRs)  | \$2,275.00                  |   |
| Reasonable Use Exception   | \$2,200.00                  |   |
| Request for Reconsideration of Hearing Examiner Decision   | \$897.00                    |   |



|  |   |                               |
|--|---|-------------------------------|
| Riparian Variance  | \$3,300.00                              |                               |
| SEPA Environmental Review Fee  | \$300.00                                |                               |
| ~Adoption of Addendum to Existing Environmental Documents  | \$300.00                                |                               |
| ~Determination of Significance and EIS   | \$1,165.00                              | Base deposit plus actual cost |
| Shoreline Conditional Use Permit*  | \$3,845.00                              |                               |
| Shoreline Environment Change*  | \$3,925.00                              |                               |
| Shoreline Exemption  | \$1,600.00                              |                               |
| Shoreline Master Program Text Amendment  | \$3,925.00                              |                               |
| Shoreline Request for an Amendment to an Approved Permit*  | \$740.00                                |                               |
| Shoreline Request for a Time Extension to an Approved Permit   | 50% of original permit fee (1 year ext) |                               |
| Shoreline Substantial Development Permit*  | \$1,675.00                              |                               |
| Shoreline Variance*  | \$3,240.00                              |                               |
| *(additional permit(s) processed concurrently)   | \$395.00                                |                               |
| Short Plat: Preliminary  | \$2,425.00                              | Plus \$85/Lot                 |
| Short Plat: Change of Application or Design (Requiring 2nd Referral to Commenting Agencies, Prior to Preliminary Approval)                   | \$75.00                                 | Per Hour                      |
| Short Plat: Alteration/Amendment   | \$2,425.00                              | Plus \$85/Lot                 |
| Short Plat: 1st & 2nd Blue Line and Final Mylar Review   | \$525.00                                | Plus \$85/Lot                 |
| Short-Term Rental: Tier 1 Annual or Renewal  | \$800.00                                |                               |
| Short-Term Rental: Tier 2 Annual or Renewal*   | \$800.00                                |                               |
| Short Term Rental: Tier 3 Annual and Renewal*  | \$1,200.00                              |                               |
| *If CUP is required, CUP must be obtained prior to applying for an STR. All applicable CUP fees will be required at time of CUP application. | (see CUP Fees)                          |                               |
| Short-Term Rental: After-the-Fact - (Any type that did not properly register as provided in CCC, Section 11.88.290(2)(E) or (4)(B))          | Assessed Double Applicable Fees         |                               |
| Stream Typing  | \$400.00                                | Natural Resources Fee         |
| Text Amendments (Citizen Initiated) (Comp Plan and Titles 11, 12, 14, 15, and 16)  | \$3,925.00                              |                               |
| Third Party Reviews and Charges  | Cost plus 10%                           |                               |
| Variance   | \$3,219.00                              |                               |
| Wetland Variance   | \$3,300.00                              |                               |
| Zone Change Amendment  | \$2,523.00                              |                               |

**(b) Building Fees:**

| Fee Description                                   | Fee                              | Notes/Multipliers |
|---|----------------------------------|-------------------|
| Additional Plan Review Hours                      | \$75.00                          | Per Hour          |
| Additional Inspections (after the first)          | \$150.00                         |                   |
| After-The-Fact Building Permit Fees               | 2X the Building Permit Fee       |                   |
| After-The-Fact Zoning Review Fees                 | 2X the Zoning Review Fee         |                   |
| Building Permit Fees:                             |                                  |                   |
| ~ Commercial Structures                           | Per Fee Schedule/Valuation Chart |                   |
| ~ Residential Structures                          | Per Fee Schedule/Valuation Chart |                   |
| ~ Commercial Pole Sign                            | \$150.00                         |                   |
| ~ Commercial Wall Mounted Sign                    | \$150.00                         |                   |
| ~ Commercial - Additional Signs                   | \$150.00                         |                   |
| ~ Mechanical Permit                               |                                  |                   |
| * Commercial (Associated with a Building Permit)  | 15% of Building Permit Fee       |                   |
| * Commercial (Stand-alone)                        | \$300.00                         |                   |
| * Residential (Associated with a Building Permit) | 10% of Building Permit Fee       |                   |
| * Residential (Stand-alone)                       | \$150.00                         |                   |

|   |   |  |
|---|---|--|
| ~ Plumbing Permit   |   |  |
| * Commercial (Associated with a Building Permit)            | 15% of Building Permit Fee              |  |
| * Commercial (Stand-alone)                                  | \$300.00                                |  |
| * Residential (Associated with a Building Permit)           | 10% of Building Permit Fee              |  |
| * Residential (Stand-alone)                                 | \$150.00                                |  |
| ~ Swimming Pool Permit                                      | \$225.00                                |  |
| ~ Spa Permit  | \$225.00                                |  |
| Building Site Visit (Not Associated with a Building Permit) | \$150.00                                |  |
| Expedited Permit Review (see CCC, Section 3.24.020(5))      | \$1,120.00                              |  |
| Manufactured Home (Strip Footings)                          | \$300.00                                |  |
| Manufactured Home (Crawl Space)                             | \$300.00                                |  |
| Time Extension of Active Building Permit                    | 50% of original permit fee (1 year ext) |  |
| Zoning Review Fee For Building Permits                      |   |  |
| ~ Commercial/Industrial                                     | \$375.00                                |  |
| ~ Single Family Dwelling/Duplex                             | \$300.00                                |  |
| ~ Multifamily Dwelling                                      | \$375.00                                |  |
| ~ Manufactured Home   | \$300.00                                |  |
| ~ Other Buildings   | \$300.00                                |  |

**(c) Miscellaneous Fees:**

| <b>Documents/Copies/Digitization/Archiving*</b>   | <b>Fee</b>  | <b>Notes/Multipliers</b> |
|---|---|--------------------------|
| 8.5" x 14" or less photocopies (including copies of electronic records when requested)                        | \$0.15 Per Page                                   |                          |
| Copies greater than 8.5" x 14" and/or Color Maps  | \$1.00 Per Page                                   |                          |
| Scanned Records   | \$0.15 Per Page                                   |                          |
| Records Uploaded to Email, Cloud-Based Data Storage Service, or Other Means of Electronic Delivery            | \$0.05 Per Each 4 Electronic Files or Attachments |                          |
| Digital Storage Media or Devices: Flash/Thumb Drive   | Actual Cost                                       |                          |
| Data Compilations Prepared or Accessed as a Customized Service (Cost in addition to above fees and/or copies) | Actual Cost                                       |                          |
| Color Comp. Plan Maps (11" x 17")   | \$3.00 Per Page                                   |                          |
| Maps or Copies (Greater than 11" x 17")   | \$5.00 Per Page                                   |                          |

Exhibit C

Surcharge Fees Explained:

| Fee      | Description                               | Explanation   |
|----------|---|---|
| \$135.00 | Facilities Central Services Charge (FCSC) | The 2024-2025 FCSC of \$194,862 was divided by the total average number of Building and Planning permits from the last four (4) year (avg 1451).  |
| \$333.00 | Admin Supplies & Services (30's & 40')    | The combined total of the \$68,350 (30's Supplies) and \$413,900 (40's Services) (\$482,250) was divided by the total average number of Building and Planning permits from the last four (4) years (avg 1451). The 2025 Budgeted 40's Services Line item was \$823,900. However, \$350,000 of this expenditure was from a grant from the Dept of Commerce. Adjusting that pass through amount out of the line item, the adjusted figure would be \$473,900. The \$413,900 figure above was derived from taking the adjusted 40's Services Budget Line item of \$473,900 and subtracting \$60,000 for the Hearing Examiner Contractual Services. |
| \$682.00 | Administrative Salaries & Benefits        | The Admin Salaries Fee is the total admin salaries & benefits of \$989,521.00 divided by the total average number of Building and Planning permits from the last four (4) years (avg 1451).   |

\*These fees are only currently being applied to Planning/Land Use Permits - Not Building Permits (avg of 550 Planning permits vs 1451 total permits)

If we took the above total valuations divided only by the number of average planning files over the last four years, that divisible number would be: 550 avg permits, the adjusted fees would look like this:

FCSC - \$355.00  
Adm S&S - \$877.00  
Adm S&B - \$1,800.00

|         |   |
|---------|---|
| \$85.00 | Per Lot Fee - accounts for additional time to verify dimensional development standards on all lots involved with the proposal. (i.e. a 30-Lot Plat would take longer to review than an 8-Lot Plat)<br>Short Plats = 2-4 Lots (up to 9 lots in the UGA's)<br>Plats = 5+ Lots<br>Binding Site Plans = any number of lots for a commercial application |
|---------|---|

Administrative Appeal Cost Analysis

| Hearing Date(s)                     | File Type | File # | HE Cost    | Staff Review Time/Cost | Clerk Noticing Time | Clerk Decision Time | Admin Supplies & Services (30's & 40's) | Admin Salaries | Fac. Cent. Serv. | Total Cost | Current Fee Schedule      | Variance                |
|-------------------------------------|-----------|--------|------------|------------------------|---------------------|---------------------|---|----------------|------------------|------------|---------------------------|-------------------------|
| 01/26/23                            | AA        | 22-464 | \$1,620.00 | \$300.00               | \$75.00             | \$75.00             | \$574.00                                | \$682.00       | \$135.00         | \$3,461.00 | \$580.00                  | <del>-\$2,881.00</del>  |
| 01/26/23-02/27/23                   | AA        | 23-001 | \$1,580.00 | \$300.00               | \$75.00             | \$75.00             | \$574.00                                | \$682.00       | \$135.00         | \$3,421.00 | \$580.00                  | <del>-\$2,841.00</del>  |
| 03/26/23                            | AA        | 22-500 | \$320.00   | \$300.00               | \$75.00             | \$75.00             | \$574.00                                | \$682.00       | \$135.00         | \$2,161.00 | \$580.00                  | <del>-\$1,581.00</del>  |
| 02/27/23-03/26/23                   | AA        | 23-006 | \$1,020.00 | \$300.00               | \$75.00             | \$75.00             | \$574.00                                | \$682.00       | \$135.00         | \$2,861.00 | \$580.00                  | <del>-\$2,281.00</del>  |
| 02/27/23-03/26/23                   | AA        | 23-007 | \$1,060.00 | \$300.00               | \$75.00             | \$75.00             | \$574.00                                | \$682.00       | \$135.00         | \$2,901.00 | \$580.00                  | <del>-\$2,321.00</del>  |
| 03/26/23                            | AA        | 23-010 | \$680.00   | \$300.00               | \$75.00             | \$75.00             | \$574.00                                | \$682.00       | \$135.00         | \$2,521.00 | \$580.00                  | <del>-\$1,941.00</del>  |
| 03/26/23                            | AA        | 23-013 | \$800.00   | \$300.00               | \$75.00             | \$75.00             | \$574.00                                | \$682.00       | \$135.00         | \$2,641.00 | \$580.00                  | <del>-\$2,061.00</del>  |
| 03/26/23                            | AA        | 23-014 | \$1,000.00 | \$300.00               | \$75.00             | \$75.00             | \$574.00                                | \$682.00       | \$135.00         | \$2,841.00 | \$580.00                  | <del>-\$2,261.00</del>  |
| 03/26/23-04/29/23                   | AA        | 23-028 | \$900.00   | \$300.00               | \$75.00             | \$75.00             | \$574.00                                | \$682.00       | \$135.00         | \$2,741.00 | \$580.00                  | <del>-\$2,161.00</del>  |
| 03/26/23-04/29/23                   | AA        | 23-019 | \$700.00   | \$300.00               | \$75.00             | \$75.00             | \$574.00                                | \$682.00       | \$135.00         | \$2,541.00 | \$580.00                  | <del>-\$1,961.00</del>  |
| 03/26/23                            | AA        | 23-020 | \$180.00   | \$300.00               | \$75.00             | \$75.00             | \$574.00                                | \$682.00       | \$135.00         | \$2,021.00 | \$580.00                  | <del>-\$1,441.00</del>  |
| 03/26/23-04/29/23                   | AA        | 23-032 | \$500.00   | \$300.00               | \$75.00             | \$75.00             | \$574.00                                | \$682.00       | \$135.00         | \$2,341.00 | \$580.00                  | <del>-\$1,761.00</del>  |
| 04/29/23                            | AA        | 23-042 | \$380.00   | \$300.00               | \$75.00             | \$75.00             | \$574.00                                | \$682.00       | \$135.00         | \$2,221.00 | \$580.00                  | <del>-\$1,641.00</del>  |
| 04/29/23                            | AA        | 23-034 | \$320.00   | \$300.00               | \$75.00             | \$75.00             | \$574.00                                | \$682.00       | \$135.00         | \$2,161.00 | \$580.00                  | <del>-\$1,581.00</del>  |
| 04/29/23                            | AA        | 23-044 | \$380.00   | \$300.00               | \$75.00             | \$75.00             | \$574.00                                | \$682.00       | \$135.00         | \$2,221.00 | \$580.00                  | <del>-\$1,641.00</del>  |
| 04/29/23                            | AA        | 23-020 | \$380.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$1,980.00 | \$580.00                  | <del>-\$1,400.00</del>  |
| 04/29/23                            | AA        | 23-041 | \$520.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,120.00 | \$580.00                  | <del>-\$1,540.00</del>  |
| 04/29/23                            | AA        | 23-094 | \$540.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,140.00 | \$580.00                  | <del>-\$1,560.00</del>  |
| 04/29/23                            | AA        | 23-139 | \$680.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,280.00 | \$580.00                  | <del>-\$1,700.00</del>  |
| 04/29/23                            | AA        | 23-045 | \$360.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$1,960.00 | \$580.00                  | <del>-\$1,380.00</del>  |
| 04/29/23                            | AA        | 23-055 | \$240.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$1,840.00 | \$580.00                  | <del>-\$1,260.00</del>  |
| 04/29/23                            | AA        | 23-056 | \$500.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,100.00 | \$580.00                  | <del>-\$1,520.00</del>  |
| 05/26/23                            | AA        | 23-137 | \$400.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,000.00 | \$580.00                  | <del>-\$1,420.00</del>  |
| 05/26/23                            | AA        | 23-170 | \$420.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,020.00 | \$580.00                  | <del>-\$1,440.00</del>  |
| 06/26/23                            | AA        | 23-087 | \$760.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,360.00 | \$580.00                  | <del>-\$1,780.00</del>  |
| 06/26/23                            | AA        | 23-208 | \$480.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,080.00 | \$580.00                  | <del>-\$1,500.00</del>  |
| 07/26/23-09/06/23                   | AA        | 23-256 | \$820.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,420.00 | \$580.00                  | <del>-\$1,840.00</del>  |
| 09/06/23                            | AA        | 20-007 | \$100.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$1,700.00 | \$580.00                  | <del>-\$1,120.00</del>  |
| 09/06/23-09/27/23                   | AA        | 23-307 | \$1,480.00 | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$3,080.00 | \$580.00                  | <del>-\$2,500.00</del>  |
| 09/06/23-10/24/23-11/27/23-12/26/23 | AA        | 22-372 | \$1,860.00 | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$3,460.00 | \$580.00                  | <del>-\$2,880.00</del>  |
| 09/7/23-09/27/23                    | AA        | 23-343 | \$460.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,060.00 | \$580.00                  | <del>-\$1,480.00</del>  |
| 10/24/23                            | AA        | 23-337 | \$800.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,400.00 | \$580.00                  | <del>-\$1,820.00</del>  |
| 10/24/23                            | AA        | 23-345 | \$1,200.00 | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,800.00 | \$580.00                  | <del>-\$2,220.00</del>  |
| 11/27/23                            | AA        | 23-405 | \$860.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,460.00 | \$580.00                  | <del>-\$1,880.00</del>  |
| 11/27/23                            | AA        | 23-418 | \$1,020.00 | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,620.00 | \$580.00                  | <del>-\$2,040.00</del>  |
| 02/07/24                            | AA        | 24-010 | \$420.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,020.00 | \$580.00                  | <del>-\$1,440.00</del>  |
| 05/01/24                            | AA        | 24-027 | \$1,720.00 | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$3,320.00 | \$580.00                  | <del>-\$2,740.00</del>  |
| 5/15/2024 - 04/17/24 - 03/20/24     | AA        | 24-039 | \$2,980.00 | \$1,500.00             | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$5,780.00 | \$580.00                  | <del>-\$5,200.00</del>  |
| 5/15/2024 - 07/23/24                | AA        | 24-134 | \$1,480.00 | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$3,080.00 | \$580.00                  | <del>-\$2,500.00</del>  |
| 07/17/24                            | AA        | 24-173 | \$740.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,340.00 | \$580.00                  | <del>-\$1,760.00</del>  |
| 08/21/24                            | AA        | 24-257 | \$800.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,400.00 | \$580.00                  | <del>-\$1,820.00</del>  |
| 09/18/24                            | AA        | 24-322 | \$1,020.00 | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,620.00 | \$580.00                  | <del>-\$2,040.00</del>  |
| 09/18/24                            | AA        | 24-323 | \$580.00   | \$300.00               | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$2,180.00 | \$580.00                  | <del>-\$1,600.00</del>  |
| 1/24/2025 - 02/19/25                | AA        | 24-408 | \$2,680.00 | \$1,575.00             | \$75.00             | \$75.00             | \$333.00                                | \$682.00       | \$135.00         | \$5,555.00 | \$580.00                  | <del>-\$4,975.00</del>  |
| Average HE Cost:                    |           |        | \$1,188.24 | 4 hrs @ \$75/hr        | 1 hrs @ \$75/hr     | 1 hrs @ \$75/hr     | Average Total Cost                      |                |                  | \$2,596.14 | Compounded Total Variance | <del>-\$41,660.00</del> |

Exhibit D



Jurisdictional Comparison (Planning Fees) (Including City of Wenatchee)

| Planning Fees  | Chelan County (2021) | (Multiplier)            | Kittitas County (2023) | Notes | Yakima County (2016) | (Multiplier)                       | Spokane County (2023) | (Multiplier)  | City of Wenatchee (2021) | (Multiplier)  | Jurisdictional Avg | Variance    | Douglas County (2024) | (Multiplier)     | Grant County (2023) | (Multiplier)   |
|--|----------------------|-------------------------|------------------------|-------|----------------------|------------------------------------|-----------------------|---|--------------------------|---------------|--------------------|-------------|-----------------------|------------------|---------------------|--|
| Administrative Decision                                      | \$645.00             |                         | \$830.00               |       |                      |                                    | \$1,522.59            |   |                          |               | \$1,176.30         | \$531.30    |                       |                  |                     |  |
| Administrative Interpretation                                | \$830.00             |                         | \$830.00               |       | \$870.00             |                                    | \$1,152.24            |   | \$150.00                 |               | \$651.12           | -\$6.12     | \$137.00              |                  | \$575.00            |  |
| Administrative Modification                                  | \$600.00             |                         | \$830.00               |       | \$875.00             |                                    |                       |   |                          |               |                    |             |                       |                  | \$,20.00            |  |
| Administrative Appeal  | \$580.00             |                         | \$1,670.00             |       | \$1,255.00           |                                    |                       |   | \$650.00                 |               | \$1,191.67         | -\$611.67   | \$680.00              |                  | \$0.00              |  |
| Binding Site Plan (Preliminary)                              | \$645.00             | plus \$85/lot           | \$1,570.00             |       | \$1,925.00           |                                    | \$3,539.01            | plus \$22.28/lot  | \$1,700.00               | plus \$45/lot | \$2,183.50         | \$1,538.50  | \$617.00              | plus \$55/lot    | \$1,260.00          | plus \$55/lot - 50% of permit fee (up to 100 Lots) 25% of permit fee (101 lots+) |
| Binding Site Plan (Amendment)                                | \$470.00             |                         |                        |       | \$1,060.00           |                                    | \$2,715.98            |   | \$1,100.00               |               | \$1,625.33         | -\$1,155.33 | \$617.00              | plus \$55/lot    |                     |  |
| Binding Site Plan (Final Mylar)                              | \$355.00             |                         |                        |       | \$870.00             |                                    | \$2,222.16            | plus \$22.28/lot  | \$200.00                 | plus \$25/lot | \$1,097.39         | -\$742.39   | \$137.00              | plus \$55/lot    | \$285.00            |  |
| Boundary Line Adjustment                                     | \$390.00             | plus \$85/lot           | \$810.00               |       | \$785.00             | Plus \$390/per lot after first two |                       |   | \$200.00                 |               | \$598.33           | -\$208.33   | \$336.00              | plus \$101/lot   | \$365.00            |  |
| Cannabis Tier 1  | \$1,550.00           |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Cannabis Tier 2  | \$3,100.00           |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Cannabis Tier 3  | \$5,160.00           |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Cannabis State Licensed Processor                            | \$2,065.00           |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Certificate of Exemption                                     | \$335.00             | plus \$85/lot           |                        |       |                      |                                    | \$370.36              |   |                          |               | \$370.36           | -\$35.36    |                       |                  |                     |  |
| Change of app or design (agency referral)                    | \$75.00/hr           | postage                 |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Comp Plan Amendment  | \$1,750.00           |                         | \$7,380.00             |       | \$4,715.00           |                                    | \$10,281.89           | plus \$2.22/acre - Rural and 55.61/acre - Urban         | \$2,000.00               |               | \$7,458.96         | -\$5,708.96 | \$1,358.00            | plus actual cost | \$2,100.00          |  |
| Conditional Use Permit (CUP)                                 | \$1,520.00           |                         | \$3,430.00             |       | \$1,925.00           |                                    | \$3,909.37            |   | \$1,100.00               |               | \$2,591.09         | -\$1,071.09 | \$1,868.00            | plus actual cost | \$1,260.00          |  |
| CUP - Amendment/Change of COA                                | \$700.00             |                         | \$3,300.00             |       | \$675.00             |                                    |                       |   |                          |               | \$1,987.50         | -\$1,287.50 |                       |                  |                     |  |
| Exploratory Mining: Permit                                   | \$1,120.00           |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Exploratory Mining: Revision to Permit                       | \$375.00             |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Exploratory Mining: Bond/Financial Security Approval         | \$150.00             |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Floodplain Development Permit                                | \$150.00             | \$75/hr (over 3 hours)  |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  | \$150.00            |  |
| Forest Practice (Conversion Optional Harvest Plan)           | \$580.00             |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Forest Practice (Exemption)                                  | \$60.00              |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Forest Practice (Lift Moratorium)                            | \$580.00             |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Forest Practice (Rescind Moratorium)                         | \$230.00             |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Forest Practice (Waiving Moratorium - SFR)                   | \$235.00             |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Habitat Mitigation Plan Review                               | \$290.00             |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Master Plan Resort   | \$1,500.00           | \$75/hr                 |                        |       | \$5,195.00           |                                    |                       |   |                          |               | \$5,195.00         | -\$3,695.00 | \$1,235.00            | plus actual cost |                     |  |
| Plat (Major Subdivision)                                     | \$1,500.00           | plus \$85/lot           | \$3,190.00             |       | \$5,495.00           |                                    | \$6,172.69            | plus \$22.28/lot  | \$1,700.00               | plus \$45/lot | \$4,139.42         | \$2,639.42  | \$926.00              | plus \$59/lot    | \$1,260.00          | plus \$55/lot - 50% of permit fee (up to 100 Lots) 25% of permit fee (101 lots+) |
| Plat (Change of app or design agency referral)               | \$75.00/hr           | postage                 | \$3,190.00             |       |                      |                                    |                       |   | \$1,100.00               |               | \$3,190.00         | variable    |                       |                  |                     |  |
| Plat Amendment   | \$700.00             | plus \$85/lot           | \$3,190.00             |       | \$970.00             |                                    | \$4,238.58            | plus \$22.28/lot  | \$1,100.00               |               | \$2,842.86         | -\$2,142.86 | \$1,359.00            |                  |                     |  |
| Plat Alteration  | \$875.00             |                         | \$3,190.00             |       | \$970.00             |                                    | \$2,386.77            |   | \$1,100.00               |               | \$1,911.69         | -\$1,036.69 | \$1,359.00            |                  |                     |  |
| Plat - Blue Line Review                                      | \$355.00             |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Plat - Mylar Review  | \$110.00             |                         | \$1,050.00             |       | \$675.00             |                                    | \$2,962.89            | plus \$22.28/lot  | \$200.00                 | plus \$25/lot | \$1,562.63         | -\$1,452.63 | \$137.00              | plus \$55/lot    | \$285.00            |  |
| Planned Development  | \$1,165.00           | (plus subdivision fees) | \$4,680.00             |       | \$5,195.00           |                                    | \$2,345.63            |   | \$1,600.00               |               | \$3,455.16         | \$2,290.16  | \$1,235.00            | plus actual cost | \$1,260.00          | plus subdivision fees  |
| Planned Development: Vacation                                | \$700.00             |                         |                        |       |                      |                                    | \$576.12              |   | \$1,100.00               |               | \$576.12           | \$123.88    |                       |                  |                     |  |
| Pre-App Meeting  | \$0.00               |                         | \$660.00               |       |                      |                                    |                       |   |                          |               | \$660.00           | -\$660.00   |                       |                  | \$260.00            |  |
| Public Benefit Rating System Application                     | \$920.00             |                         |                        |       |                      |                                    | \$1,316.83            |   |                          |               | \$1,808.42         | -\$888.42   |                       |                  |                     |  |
| Reasonable Use Exception                                     | \$645.00             |                         | \$2,000.00             |       | \$1,735.00           |                                    | \$987.63              |   |                          |               | \$1,867.50         | -\$1,222.50 |                       |                  | \$420.00            |  |
| Riparian Variance  | \$1,065.00           |                         | \$4,000.00             |       |                      |                                    | \$4,197.43            |   | \$950.00                 |               | \$4,098.72         | -\$3,033.72 |                       |                  |                     |  |
| SEPA (regular and optional)                                  | \$215.00             |                         | \$600.00               |       | \$295.00             |                                    | \$99.10               | review time over one hour will be billed at \$164.60/hr | \$300.00                 |               | \$398.33           | -\$183.33   | \$278.00              |                  | \$,70.00            |  |
| Shoreline Substantial Development Permit                     | \$1,065.00           |                         | \$2,380.00             |       | \$3,270.00           |                                    | \$4,197.43            |   | \$500.00                 |               | \$2,586.86         | -\$1,521.86 | \$1,868.00            | plus actual cost | \$785.00            |  |
| SDP - administrative   | \$645.00             |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Shoreline Conditional Use Permit                             | \$1,065.00           |                         | \$4,000.00             |       | \$3,270.00           |                                    | \$4,197.43            |   | \$1,100.00               |               | \$3,141.86         | -\$2,076.86 | \$1,868.00            | plus actual cost | \$785.00            |  |
| - add shoreline permits processed concurrent                 | \$395.00             |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Shoreline Administrative Interpretation                      | \$290.00             |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Shoreline Exemption  | \$290.00             |                         | \$600.00               |       | \$675.00             |                                    | \$689.71              | or \$864.18   | \$300.00                 |               | \$566.18           | -\$276.18   | \$350.00              |                  | \$260.00            |  |
| Shoreline Variance   | \$1,065.00           |                         | \$4,000.00             |       | \$3,270.00           |                                    | \$4,197.43            |   | \$950.00                 |               | \$3,104.36         | -\$2,039.36 | \$1,868.00            | plus actual cost | \$785.00            |  |
| Shoreline Environment Change                                 | \$980.00             |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Shoreline Master Program Text Amendment                      | \$1,520.00           |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             | \$618.00              | plus actual cost |                     |  |
| Shoreline Revision to Approved Permit                        | \$160.00             |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Shoreline Request for Amendment to App/Permit                | \$740.00             |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Shoreline Permit Request for Time Extension                  | \$455.00             |                         |                        |       |                      |                                    |                       |   | \$150.00                 |               | \$150.00           | \$305.00    |                       |                  |                     |  |
| Short Plat   | \$645.00             | plus \$85/lot           | \$2,340.00             |       | \$1,060.00           |                                    | \$3,868.22            | plus \$22.28/lot  | \$450.00                 | plus \$45/lot | \$1,929.56         | -\$1,284.56 | \$615.00              | plus \$55/lot    | \$630.00            | plus \$55/lot - 50% of permit fee  |
| Short Plat (Change of application or design agency referral) | \$75.00/hr           | postage                 | \$2,550.00             |       | \$1,060.00           |                                    |                       |   | \$1,100.00               |               | \$1,805.00         | variable    | \$615.00              | plus \$55/lot    |                     |  |
| Short Plat Alteration/Amendment                              | \$470.00             | plus \$85/lot           | \$2,550.00             |       | \$1,060.00           |                                    | \$2,715.98            |   | \$1,100.00               |               | \$1,856.50         | -\$1,386.50 | \$615.00              | plus \$55/lot    |                     |  |
| Short Plat - Blue Line Review                                | \$355.00             |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Short Plat - Mylar Review                                    | \$110.00             |                         | \$850.00               |       | \$485.00             |                                    | \$2,222.16            | plus \$22.28/lot  | \$200.00                 | plus \$25/lot | \$939.29           | -\$829.29   | \$137.00              | plus \$55/lot    | \$285.00            |  |
| Staff Hourly Rate  | \$75.00              |                         | \$140.00               |       | \$110.00             |                                    | \$164.60              |   | \$50.00                  |               | \$136.20           | -\$63.20    |                       |                  |                     |  |
| Time Extension (Plat, SP, BSP)                               | 50% of orig fee      |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Title Elimination  | \$75.00              |                         | \$130.00               |       |                      |                                    |                       |   |                          |               | \$130.00           | -\$55.00    |                       |                  |                     |  |
| Variance   | \$990.00             |                         | \$2,000.00             |       | \$1,545.00           |                                    | \$3,909.37            |   | \$950.00                 |               | \$2,101.09         | -\$1,111.09 | \$1,235.00            |                  |                     |  |
| Waiver of Plat Certificate                                   | \$30.00              |                         |                        |       |                      |                                    |                       |   |                          |               |                    |             |                       |                  |                     |  |
| Wetland Variance   | \$1,065.00           |                         | \$4,000.00             |       |                      |                                    | \$4,197.43            |   | \$950.00                 |               | \$4,197.43         | -\$3,132.43 |                       |                  |                     |  |
| Zone Change Amendment  | \$1,165.00           |                         | \$3,700.00             |       | \$11,255.00          |                                    | \$10,123.21           | plus \$2.23/acre - Rural and 55.69/acre - Urban         | \$1,000.00               |               | \$4,941.47         | -\$3,776.07 |                       |                  | \$1,260.00          |  |

Revenues & Expenditures Analysis (2025 Projected Budget)

|                |                |                 |                 |                   |                 |                   |              |
|----------------|----------------|-----------------|-----------------|-------------------|-----------------|-------------------|--------------|
| ~ Revenues     | \$3,529,080.00 | \$2,038,488.00  | \$2,880,788.00  | \$4,531,000.00    | \$587,000.00    | No data available | \$7,5000.00  |
| ~ Expenditures | \$3,878,753.00 | \$3,486,539.00  | \$4,239,092.00  | \$6,225,000.00    | \$2,616,950.00  |                   | \$14,1293.00 |
| Variance       | -\$349,673.00  | -\$1,448,051.00 | -\$1,358,304.00 | -\$1,694,000.00   | -\$2,029,950.00 |                   | \$696,293.00 |
|                |                |                 |                 | Enterprise Funded |                 |                   |              |



Comparison (Planning Fees) (Excluding City of Wenatchee)

| Planning Fees  | Chelan County (2021) | (Multiplier)            | Kittitas County (2023) | Notes | Yakima County (2016) | (Multiplier)                       | Spokane County (2023) | (Multiplier)  | Jurisdictional Avg | Variance    | Douglas County (2024) | (Multiplier)     | Grant County (2023) | (Multiplier)   |
|--|----------------------|-------------------------|------------------------|-------|----------------------|------------------------------------|-----------------------|---|--------------------|-------------|-----------------------|------------------|---------------------|--|
| Administrative Decision                                | \$645.00             |                         | \$830.00               |       |                      |                                    | \$1,522.59            |   | \$1,176.30         | -\$531.30   |                       |                  |                     |  |
| Administrative Interpretation                          | \$645.00             |                         | \$830.00               |       | \$870.00             |                                    | \$1,152.24            |   | \$950.75           | -\$305.75   | \$137.00              |                  | \$575.00            |  |
| Administrative Modification                            | \$600.00             |                         | \$830.00               |       | \$675.00             |                                    |                       |   | \$752.50           | -\$152.50   |                       |                  | \$420.00            |  |
| Administrative Appeal                                  | \$580.00             |                         | \$1,670.00             |       | \$1,255.00           |                                    |                       |   | \$1,462.50         | -\$882.50   | \$680.00              |                  | \$0.00              |  |
| Binding Site Plan (Preliminary)                        | \$645.00             | plus \$85/lot           | \$1,570.00             |       | \$1,925.00           |                                    | \$3,539.01            | plus \$22.28/lot  | \$2,344.67         | -\$1,699.67 | \$617.00              | plus \$55/lot    | \$1,260.00          | plus \$55/lot Plan Review Fee - 50% of permit fee (up to 100 Lots) 25% of permit fee (101 lots+) |
| Binding Site Plan (Amendment)                          | \$470.00             |                         |                        |       | \$1,060.00           |                                    | \$2,715.98            |   | \$1,887.99         | -\$1,417.99 | \$617.00              | plus \$55/lot    |                     |  |
| Binding Site Plan (Final Mylar)                        | \$355.00             |                         |                        |       | \$870.00             |                                    | \$2,222.16            | plus \$22.28/lot  | \$1,546.08         | -\$1,191.08 | \$137.00              | plus \$55/lot    | \$285.00            |  |
| Boundary Line Adjustment                               | \$390.00             | plus \$85/lot           | \$810.00               |       | \$785.00             | Plus \$390/per lot after first two |                       |   | \$797.50           | -\$407.50   | \$336.00              | plus \$101/lot   | \$365.00            |  |
| Cannabis Tier 1  | \$1,550.00           |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Cannabis Tier 2  | \$3,100.00           |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Cannabis Tier 3  | \$5,160.00           |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Cannabis State Licensed Processor                      | \$2,065.00           |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Certificate of Exemption                               | \$335.00             | plus \$85/lot           |                        |       |                      |                                    | \$370.36              |   | \$370.36           | -\$35.36    |                       |                  |                     |  |
| Change of application or design (agency referral)      | \$75.00              | /hr plus postage        |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Comp Plan Amendment                                    | \$1,750.00           |                         | \$7,380.00             |       | \$4,715.00           |                                    | \$10,281.89           | plus \$2.22/acre - Rural and \$5.61/acre - Urban        | \$7,458.96         | -\$5,708.96 | \$1,358.00            | plus actual cost | \$2,100.00          |  |
| Conditional Use Permit                                 | \$1,520.00           |                         | \$3,430.00             |       | \$1,925.00           |                                    | \$3,909.37            |   | \$3,088.12         | -\$1,568.12 | \$1,868.00            | plus actual cost | \$1,260.00          |  |
| CUP - Amendment/change of COA                          | \$700.00             |                         | \$3,300.00             |       | \$675.00             |                                    |                       |   | \$1,987.50         | -\$1,287.50 |                       |                  |                     |  |
| Exploratory Mining: Permit                             | \$1,120.00           |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Exploratory Mining: Revision to Permit                 | \$375.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Exploratory Mining: Bond/Financial Security Approval   | \$150.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Floodplain Development Permit                          | \$150.00             | \$75/hr (over 3 hours)  |                        |       |                      |                                    |                       |   |                    |             |                       |                  | \$150.00            |  |
| Forest Practice (Conversion Optional Harvest Plan)     | \$580.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Forest Practice (Exemption)                            | \$60.00              |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Forest Practice (Lift Moratorium)                      | \$580.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Forest Practice (Rescind Moratorium)                   | \$230.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Forest Practice (Waiving Moratorium - SFR)             | \$235.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Habitat Mitigation Plan Review                         | \$290.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Master Plan Resort                                     | \$1,500.00           | \$75/hr                 |                        |       | \$5,195.00           |                                    |                       |   | \$5,195.00         | -\$3,695.00 | \$1,235.00            | plus actual cost |                     |  |
| Plat (Major Subdivision)                               | \$1,500.00           | plus \$85/lot           | \$3,190.00             |       | \$5,495.00           |                                    | \$6,172.69            | plus \$22.28/lot  | \$4,952.56         | -\$3,452.56 | \$926.00              | plus \$59/lot    | \$1,260.00          | plus \$55/lot Plan Review Fee - 50% of permit fee (up to 100 Lots) 25% of permit fee (101 lots+) |
| Plat (Change of application or design agency referral) | \$75.00/hr           | postage                 | \$3,190.00             |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Plat Amendment   | \$700.00             | plus \$85/lot           | \$3,190.00             |       | \$970.00             |                                    | \$4,238.58            | plus \$22.28/lot  | \$2,799.53         | -\$2,099.53 | \$1,359.00            |                  |                     |  |
| Plat Alteration  | \$875.00             |                         | \$3,190.00             |       | \$970.00             |                                    | \$2,386.77            |   | \$2,182.26         | -\$1,307.26 | \$1,359.00            |                  |                     |  |
| Plat - Blue Line Review                                | \$355.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Plat - Mylar Review                                    | \$110.00             |                         | \$1,050.00             |       | \$675.00             |                                    | \$2,962.89            | plus \$22.28/lot  | \$1,562.63         | -\$1,452.63 | \$137.00              | plus \$55/lot    | \$285.00            |  |
| Planned Development                                    | \$1,165.00           | (plus subdivision fees) | \$4,680.00             |       | \$5,195.00           |                                    | \$2,345.63            |   | \$4,073.54         | -\$2,908.54 | \$1,235.00            | plus actual cost | \$1,260.00          | plus sub division fees   |
| Planned Development Vacation                           | \$700.00             |                         |                        |       |                      |                                    | \$576.12              |   | \$576.12           | \$123.88    |                       |                  |                     |  |
| Pre-App Meeting  | \$0.00               |                         | \$660.00               |       |                      |                                    |                       |   | \$660.00           | -\$660.00   |                       |                  | \$260.00            |  |
| Public Benefit Rating System Application               | \$920.00             |                         | \$2,300.00             |       |                      |                                    | \$1,316.83            |   | \$1,808.42         | -\$888.42   |                       |                  |                     |  |
| Reasonable Use Exception                               | \$645.00             |                         | \$2,000.00             |       | \$1,735.00           |                                    | \$987.63              |   | \$1,574.21         | -\$929.21   |                       |                  | \$420.00            |  |
| Riparian Variance                                      | \$1,065.00           |                         | \$4,000.00             |       |                      |                                    | \$4,197.43            |   | \$4,098.72         | -\$3,033.72 |                       |                  |                     |  |
| SEPA (regular and optional)                            | \$215.00             |                         | \$600.00               |       | \$295.00             |                                    | \$99.10               | review time over one hour will be billed at \$164.60/hr | \$331.37           | -\$116.37   | \$278.00              |                  | \$470.00            |  |
| Shoreline Substantial Development Permit               | \$1,065.00           |                         | \$2,380.00             |       | \$3,270.00           |                                    | \$4,197.43            |   | \$3,282.48         | -\$2,217.48 | \$1,868.00            | plus actual cost | \$785.00            |  |
| SDP - administrative                                   | \$645.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Shoreline Conditional Use Permit                       | \$1,065.00           |                         | \$4,000.00             |       | \$3,270.00           |                                    | \$4,197.43            |   | \$3,822.48         | -\$2,757.48 | \$1,868.00            | plus actual cost | \$785.00            |  |
| - add shoreline permits processed concurrent           | \$395.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Shoreline Adminstrative Interpretation                 | \$290.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Shoreline Exemption                                    | \$290.00             |                         | \$600.00               |       | \$675.00             |                                    | \$689.71              | or \$864.18   | \$654.90           | -\$364.90   | \$350.00              |                  | \$260.00            |  |
| Shoreline Variance                                     | \$1,065.00           |                         | \$4,000.00             |       | \$3,270.00           |                                    | \$4,197.43            |   | \$3,822.48         | -\$2,757.48 | \$1,868.00            | plus actual cost | \$785.00            |  |
| Shoreline Environement Change                          | \$980.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Shoreline Master Program Text Amendment                | \$1,520.00           |                         |                        |       |                      |                                    |                       |   |                    |             | \$618.00              | plus actual cost |                     |  |
| Shoreline Revision to Approved Permit                  | \$160.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Shoreline Req for Amendment to App Permit              | \$740.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Shoreline Permit Req for Extension                     | \$455.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Short Plat   | \$645.00             | plus \$85/lot           | \$2,340.00             |       | \$1,060.00           |                                    | \$3,868.22            | plus \$22.28/lot  | \$2,422.74         | -\$1,777.74 | \$615.00              | plus \$55/lot    | \$630.00            | plus \$55/lot Plan Review Fee - 50% of permit fee  |
| Short Plat (Change of app or design agency referral)   | \$75.00              | /hr plus postage        | \$2,550.00             |       | \$1,060.00           |                                    |                       |   | \$1,805.00         | -\$1,730.00 | \$615.00              | plus \$55/lot    |                     |  |
| Short Plat Alteration/Amendment                        | \$470.00             | plus \$85/lot           | \$2,550.00             |       | \$1,060.00           |                                    | \$2,715.98            |   | \$2,108.66         | -\$1,638.66 | \$615.00              | plus \$55/lot    |                     |  |
| Short Plat - Blue Line Review                          | \$355.00             |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Short Plat - Mylar Review                              | \$110.00             |                         | \$850.00               |       | \$485.00             |                                    | \$2,222.16            | plus \$22.28/lot  | \$1,185.72         | -\$1,075.72 | \$137.00              | plus \$55/lot    | \$285.00            |  |
| Staff Hourly Rate                                      | \$75.00              |                         | \$140.00               |       | \$110.00             |                                    | \$164.60              |   | \$138.20           | -\$63.20    |                       |                  |                     |  |
| Time Extension (Plat, SP, BSP)                         | 50% of orig fee      |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Title Elimination                                      | \$75.00              |                         | \$130.00               |       |                      |                                    |                       |   | \$130.00           | -\$55.00    |                       |                  |                     |  |
| Variance   | \$990.00             |                         | \$2,000.00             |       | \$1,545.00           |                                    | \$3,909.37            |   | \$2,484.79         | -\$1,494.79 | \$1,235.00            |                  |                     |  |
| Waiver of Plat Certificate                             | \$30.00              |                         |                        |       |                      |                                    |                       |   |                    |             |                       |                  |                     |  |
| Wetland Variance                                       | \$1,065.00           |                         | \$4,000.00             |       |                      |                                    | \$4,197.43            |   | \$4,098.72         | -\$3,033.72 |                       |                  |                     |  |
| Zone Change Amendment                                  | \$1,165.00           |                         | \$3,700.00             |       | \$11,255.00          |                                    | \$10,123.21           | plus \$2.23/acre - Rural and \$5.69/acre - Urban        | \$8,359.40         | -\$7,194.40 |                       |                  | \$1,260.00          |  |

Revenues & Expenditures Analysis (2025 Projected Budget)

|                |                |
|----------------|----------------|
| ~ Revenues     | \$3,529,080.00 |
| ~ Expenditures | \$3,878,753.00 |
| Variance       | -\$349,673.00  |

|                 |
|-----------------|
| \$2,038,488.00  |
| \$3,486,539.00  |
| -\$1,448,051.00 |

|                 |
|-----------------|
| \$2,880,788.00  |
| \$4,239,092.00  |
| -\$1,358,304.00 |

|                   |
|-------------------|
| \$4,531,000.00    |
| \$6,225,000.00    |
| -\$1,694,000.00   |
| Enterprise Funded |

|               |
|---------------|
| No data avail |
|               |
|               |

|                |
|----------------|
| \$360,000.00   |
| \$1,157,863.00 |
| -\$797,863.00  |



| Description  | Current Fee Schedule                          | Notes/Multipliers   | Proposed Fee Schedule    | Notes/Multipliers   | Validation Notes  | Jurisdictional Average |
|--|---|---|--------------------------|---|---|------------------------|
| Administrative Interpretation/ <del>Determination/Decision</del>   | \$645.00                                      |   | \$645.00                 |   | No Change at this time - requires further cost analysis   |                        |
| Administrative Modification  | \$600.00                                      |   | \$600.00                 | <del>\$953 would be calculated cost</del>   | No Change at this time - requires further cost analysis - <del>requires re-circulation to agencies and noticing</del>   |                        |
| Appeal of Administrative Decision or Denial  | \$580.00                                      |   | \$2,597.00               |   | Cost Analysis Calculation was \$2597.   | <del>\$1,191.67</del>  |
| Binding Site Plan (Preliminary)  | \$645.00                                      | Plus \$85/Lot   | \$2,425.00               | Plus \$85/Lot   | Cost Analysis Calculation was \$2425 - Same process as a Short Plat   | <del>\$2,183.50</del>  |
| Binding Site Plan (Alteration/Amendment)   | \$470.00                                      | Plus \$85/Lot   | \$2,425.00               | Plus \$85/Lot   | Same process as Preliminary Review  |                        |
| Binding Site Plan (Final Mylar Review)   | \$355.00                                      |   | \$525.00                 |   | 7hrs @ \$75/hr (5hrs for 1st & 2nd Blue Line Review and 2hrs for Final Mylar Review)  |                        |
| Boundary Line Adjustment   | \$390.00                                      | Plus \$85/Lot   | \$1,450.00               | Plus \$85/Lot   | Cost Analysis Calculation was \$1450.   | <del>\$598.33</del>    |
| Cannabis Tier 1 Producer (and Associated Processing)   | \$1,550.00                                    |   | \$1,550.00               |   | No Change at this time - requires further cost analysis   |                        |
| Cannabis Tier 2 Producer (and Associated Processing)   | \$3,100.00                                    |   | \$3,100.00               |   | No Change at this time - requires further cost analysis   |                        |
| Cannabis Tier 3 Producer (and Associated Processing)   | \$5,160.00                                    |   | \$5,160.00               |   | No Change at this time - requires further cost analysis   |                        |
| Cannabis State Licensd Processor   | \$2,065.00                                    |   | \$2,065.00               |   | No Change at this time - requires further cost analysis   |                        |
| Certificate of Exemption   | \$335.00                                      | Plus \$85/Lot   | \$1,450.00               | Plus \$85/Lot   | Cost Analysis Calculation was \$1450.   | <del>\$370.36</del>    |
| Change of Application or Design (Requiring 2nd Referral to Commenting Agencies)  | \$75.00                                       | Per Hour  | \$75.00                  | Per Hour  | No Change at this time  |                        |
| Comp Plan Amendment (GMA/Map)  | \$1,750.00                                    |   | \$3,925.00               | <del>Under Jurisdictional Comparison</del>  | Cost Analysis Calculation was \$3925.   | <del>\$7,458.96</del>  |
| Conditional Use Permit   | \$1,520.00                                    |   | \$3,845.00               |   | Cost Analysis Calculation was \$3845.   | <del>\$2,591.09</del>  |
| Conditional Use Permit (Amendments/Changes or Conditions)  | \$700.00                                      |   | \$3,095.00               |   | Cost Analysis Calculation would be \$3095 (based on half of original staff processing time).  |                        |
| Department Wide Hourly Charge  | \$75.00                                       |   | \$75.00                  |   | No Change at this time  |                        |
| <del>Determination of a Legal Lot</del>  | \$450.00                                      |   | <del>To Be Removed</del> |   | <del>This is part of the everyday customer service the Department provides.</del>   |                        |
| Exploratory Mining: Permit   | \$1,120.00                                    |   | \$1,120.00               |   | No Change at this time - requires further cost analysis   |                        |
| Exploratory Mining: Revision to Permit   | \$375.00                                      |   | \$375.00                 |   | No Change at this time - requires further cost analysis   |                        |
| Exploratory Mining: Bond/Financial Security Approval   | \$150.00                                      |   | \$150.00                 |   | No Change at this time - requires further cost analysis   |                        |
| Extension of Time (Plat; Short Plat; Binding Site Plan)  | 50% of Original Fee                           |   | 50% of Original Fee      |   | No Change at this time - requires further cost analysis   |                        |
| Forest Practice: Conversion Option Harvest Plan  | \$580.00                                      |   | \$580.00                 |   | No Change at this time - requires further cost analysis   |                        |
| Forest Practice: Exemptions - Class I, Class II, Class III, Class IV (Special or General)  | \$60.00                                       |   | \$60.00                  |   | No Change at this time - requires further cost analysis   |                        |
| Forest Practice: Lifting of Moratorium   | \$580.00                                      |   | \$580.00                 |   | No Change at this time - requires further cost analysis   |                        |
| Forest Practice: Rescinding Moratorium   | \$230.00                                      |   | \$230.00                 |   | No Change at this time - requires further cost analysis   |                        |
| Forest Practice: Waiving Moratorium for Construction of a Single Family Residence  | \$235.00                                      |   | \$235.00                 |   | No Change at this time - requires further cost analysis   |                        |
| Floodplain Development Permit  | \$150.00                                      | Base fee is based on 2 hours of review time. Review time in excess of 3 hours is subject to \$75 per hour fee with 1/2 hour minimum charge. | \$1,028.00               | Review time in excess of 3 hours is subject to the current consultant hourly rate with a minimum 1 hour charge. | Base fee is calculated on 2 hours of staff review time @ \$75/hr and 1 hour of Consultant review time at \$150/hr. Review time in excess of 3 hours is subject to the current consultant hourly rate with a minimum 1 hour charge. Plus cost recovery fees. |                        |
| Habitat Management Mitigation Plan (HMMP)  | \$290.00                                      |   | \$300.00                 |   | 4hrs @ \$75/hr - cost recovery fee not included as this report is provided by a qualified professional and staff is reviewing for compliance/completion.  |                        |
| <del>Landscape and Alternative Plan Review</del>   | \$120.00                                      |   | <del>To Be Removed</del> |   | <del>This would fall under Administrative Modification</del>  |                        |
| Master Planned Resort  | \$1,500.00                                    | Plus \$75/Hour  | \$5,000.00               |   | (validation - time spent on Mission Ridge)  |                        |
| Master Planned Resort: Amendment   | \$1,500.00                                    | Plus \$75/Hour  | \$5,000.00               |   | (validation - time spent on Mission Ridge)  |                        |
| <del>Notary</del>  | \$7.50/1st page - \$3.50/each additional page |   | <del>To Be Removed</del> |   | <del>This is part of the everyday customer service the Department provides.</del>   |                        |
| <del>Ordinary High Water Mark (OHWM) Determination</del>   | \$290.00                                      |   | <del>To Be Removed</del> |   | <del>Natural Resources does not preform this service.</del>   |                        |
| Planned Development <del>Overlay-District Application</del> (Subdivision Fees Still Apply)   | \$1,165.00                                    |   | \$1,165.00               |   | No Change - Will monitor over next 5 years  | <del>\$3,455.16</del>  |
| Planned Development: Vacation  | \$700.00                                      |   | \$700.00                 |   | No Change - Will monitor over next 5 years  |                        |
| <del>Planning Site Visit (eg-Geohazard area administrative review (not associated with a permit))</del>                                  | \$170.00                                      | Base Fee plus an additional \$75/hr in excess of 3 hours with 1/2 hour minimum charge   | <del>To Be Removed</del> |   | The Department does not perform this task.  |                        |
| Plat (Major Subdivision): Preliminary  | \$1,500.00                                    | Plus \$85/Lot   | \$4,599.00               | Plus \$85/Lot   | Cost Analysis Calculation was \$4599.   | <del>\$4,139.42</del>  |
| Plat (Major Subdivision): Change of Application or Design (Requiring 2nd Referral to Commenting Agencies, Prior to Preliminary Approval) | \$75.00                                       | Per Hour <del>—Plus Cost of Postage</del>   | \$75.00                  | Per Hour  |   |                        |
| Plat (Major Subdivision): Alteration ( <del>includes Binding Site Plan</del> )   | \$875.00                                      |   | \$4,599.00               | Plus \$85/Lot   | Same process as Preliminary Review  |                        |
| Plat (Major Subdivision): Amendment  | \$700.00                                      | Plus \$85/Lot   | \$1,078.00               | <del>Under Jurisdictional Comparison</del>  | Cost Analysis Calculation was \$1078.   | <del>\$2,842.86</del>  |
| Plat (Major Subdivision): 1st and 2nd Blue Line and Final Mylar Review   | \$355.00                                      |   | \$525.00                 | Plus \$85/Lot   | 7hrs @ \$75/hr (5hrs for 1st & 2nd Blue Line Review and 2hrs for Final Mylar Review)  |                        |
| <del>Plat (Major Subdivision): Final Mylar Review</del>  | \$110.00                                      |   | <del>(see note)</del>    |   | <del>To be Combined with Blue Line Review (2hrs @ \$75/hr)</del>  |                        |
| Pre-Application Meeting ( <del>Land Use and Commercial Building</del> )  | \$0.00  |   | \$150.00                 |   | 2hrs @ \$75/hr (No cost recovery added - Intended to assist applicant to provide complete application).   |                        |
| Public Benefit Rating System Applcation  | \$920.00                                      |   | \$2,275.00               |   | Cost Analysis Calculation was \$2275.   | <del>\$1,808.42</del>  |
| Reasonable Use Exception   | \$645.00                                      |   | \$2,200.00               |   | Cost Analysis Calculation was \$2200. (The difference between this and the PBRS process is that RUE's do not go to the Plan Comm).  | <del>\$1,867.50</del>  |
| Request for Reconsideration of Hearing Examiner Decision   | \$470.00                                      |   | \$897.00                 |   | Cost Analysis Average of HE invoices for CUP's and Plats was \$897.   |                        |



Planning Fees - Before After  
(Jurisdictional Average Including City of Wenatchee)

|   |                                 |   |   |  |
|---|---------------------------------|---|---|--|
| Riparian Variance   | \$1,065.00                      |   | \$3,300.00                              | Under Jurisdictional Comparison                                      |
| SEPA Environmental Review Fee   | \$215.00                        |   | \$300.00                                |  |
| ~Adoption of Addendum to Existing Environmental Documents   | \$215.00                        |   | \$300.00                                |  |
| ~Determination of Significance and EIS  | \$1,165.00                      | Base deposit plus actual cost   | \$1,165.00                              | Base deposit plus actual cost  |
| Shoreline Administrative Interpretation   | \$290.00                        |   | To Be Removed                           |  |
| Shoreline Conditional Use Permit*   | \$1,065.00                      |   | \$3,845.00                              |  |
| — Additional Shoreline Permits When Processed Concurrently  | \$395.00                        |   | To Be Removed and Replaced              | No Other Jurisdiction Discounts Fees for Concurrent File Processing. |
| Shoreline Environment Change*   | \$980.00                        |   | \$3,925.00                              |  |
| — Additional Shoreline Permits When Processed Concurrently  | \$395.00                        |   | To Be Removed and Replaced              | No Other Jurisdiction Discounts Fees for Concurrent File Processing. |
| Shoreline Exemption   | \$290.00                        |   | \$1,600.00                              |  |
| Shoreline Master Program Text Amendment   | \$1,520.00                      |   | \$3,925.00                              |  |
| Shoreline Request for an Amendment to an Approved Permit*   | \$740.00                        |   | \$740.00                                |  |
| — Additional Shoreline Permits When Processed Concurrently  | \$395.00                        | (Value appears to be based on 5.25 hours at staff hourly rate of \$75/hr) | To Be Removed and Replaced              | No Other Jurisdiction Discounts Fees for Concurrent File Processing. |
| Shoreline Request for a Time Extension to an Approved Permit  | \$455.00                        |   | 50% of original permit fee (1 year ext) |  |
| Shoreline Revision to an Approved Permit  | \$160.00                        |   | To Be Removed                           | No Other Jurisdiction Discounts Fees for Concurrent File Processing. |
| Shoreline Substantial Development Permit* (Administrative)  | \$645.00                        |   | \$1,675.00                              | Under Jurisdictional Comparison                                      |
| — Shoreline Substantial Development Permit (Administrative) (With Concurrent File)  | \$395.00                        | (Value appears to be based on 5.25 hours at staff hourly rate of \$75/hr) | To Be Removed and Replaced              | No Other Jurisdiction Discounts Fees for Concurrent File Processing. |
| Shoreline Substantial Development Permit (Hearing Examiner)   | \$1,065.00                      |   | To Be Removed                           | No Other Jurisdiction Discounts Fees for Concurrent File Processing. |
| — Shoreline Substantial Development Permit (Hearing Examiner) (With Concurrent File)  | \$395.00                        | (Value appears to be based on 5.25 hours at staff hourly rate of \$75/hr) | To Be Removed and Replaced              | No Other Jurisdiction Discounts Fees for Concurrent File Processing. |
| Shoreline Variance* (Without Concurrent File)   | \$1,065.00                      |   | \$3,240.00                              |  |
| — Shoreline Variance (With Concurrent File)   | \$395.00                        | (Value appears to be based on 5.25 hours at staff hourly rate of \$75/hr) | To Be Removed and Replaced              | No Other Jurisdiction Discounts Fees for Concurrent File Processing. |
| * (additional permit(s) processed concurrently)   |                                 |   | \$395.00                                |  |
| Short Plat: Preliminary   | \$645.00                        | Plus \$85/Lot   | \$2,425.00                              | Plus \$85/Lot  |
| Short Plat: Change of Application or Design (Requiring 2nd Referral to Commenting Agencies, Prior to Preliminary Approval)  | \$75.00                         | Per Hour — Plus Cost of Postage   | \$75.00                                 | Per Hour   |
| Short Plat: Alteration/Amendment  | \$470.00                        | Plus \$85/Lot   | \$2,425.00                              | Plus \$85/Lot  |
| Short Plat: 1st and 2nd Blue Line and Final Mylar Review  | \$355.00                        |   | \$525.00                                | Plus \$85/Lot  |
| Short Plat: Final Mylar Review  | \$110.00                        |   | (see note)                              |  |
| Short Term Rental: Tier 1 & 2 2021 Provisional Registration   | \$125.00                        |   | To Be Removed                           |  |
| Short Term Rental: Tier 3 2021 Provisional Registration   | \$187.50                        |   | To Be Removed                           |  |
| Short-Term Rental: Tier 1 2022 Provisional, Annual, or Renewal  | \$500.00                        |   | \$800.00                                |  |
| Short-Term Rental: Tier 2 2022 Provisional, Annual, or Renewal*   | \$500.00                        |   | \$800.00                                |  |
| Short Term Rental: Tier 3 2022 Provisional, Annual and Renewal* (Includes Annual CUP Renewal if No New CUP is Required).  | \$750.00                        |   | \$1,200.00                              |  |
| Short Term Rental: Tier 3 Rental if CUP Required (New Tier 3 First Permit Includes CUP Application)   | \$2,270.00                      |   | To Be Removed                           |  |
| *If CUP is required, CUP must be obtained prior to applying for an STR. All applicable CUP fees will be required at time of CUP application.                                      | (see CUP Fees)                  |   |   |  |
| Short-Term Rental (After-The-Fact): Any Type That Did Not Properly Register As Provided In CCC, Section 11.88.290(2)(E) or (4)(B)   | Assessed Double Applicable Fees |   | Assessed Double Applicable Fees         |  |
| Short-Term Rental: Required Fire & Life Safety Inspections or Re-Inspections performed by the Fire Marshal; or Designee; or by Community Development (In Addition To Permit Fees) | \$100.00                        |   | To Be Removed                           |  |
| Stream Typing   | \$290.00                        |   | \$400.00                                |  |
| Citizen Initiated Text Amendments (Comp Plan and Titles 11, 12, 14, 15, and 16)   | \$560.00                        |   | \$3,925.00                              |  |
| Third Party Reviews and Charges   | Cost plus 10%                   |   | Cost Plus 10%                           |  |
| Variance  | \$990.00                        |   | \$3,219.00                              |  |
| Waiver of Plat Certificate  | \$30.00                         |   | To Be Removed                           |  |
| Wetland Variance  | \$1,065.00                      |   | \$3,300.00                              | Under Jurisdictional Comparison                                      |
| Zone Change Amendment   | \$1,165.00                      |   | \$2,523.00                              |  |

|  |            |
|--|------------|
| Cost Analysis Calculation was \$3300.  | \$4,098.72 |
| Calculated based on 3 hours at \$75/hr plus \$75 publication fees (cost recovery fee not included as SEPA is primarily not a stand alone permit) |            |
| Calculated based on 3 hours at \$75/hr plus \$75 publication fees (cost recovery fee not included as SEPA is primarily not a stand alone permit) |            |
| No Change at this time - requires further cost analysis  |            |
| This would fall under Administrative Interpretation.   |            |
| Cost Analysis Calculation was \$3845.  | \$3,141.86 |
| To be replaced with a singular note regarding additional permits processed concurrently.   |            |
| Same Process as Comp Plan Amendment  |            |
| To be replaced with a singular note regarding additional permits processed concurrently.   |            |
| Cost Analysis Calculation was \$1600.  | \$566.18   |
| Same Process as Comp Plan Amendment  |            |
| No Change at this time (reasoning: decision may have to go before HE).   |            |
| To be replaced with a singular note regarding additional permits processed concurrently.   |            |
|  |            |
|  |            |
| Same process as Shoreline Request for an Amendment to an Approved Permit.  |            |
| Cost Analysis Calculation was \$1675.  | \$2,586.86 |
| To be replaced with a singular note regarding additional permits processed concurrently.   |            |
|  |            |
| An SDP would only appear before the HE as an additional permit with a CUP or Variance.   |            |
| To be replaced with a singular note regarding additional permits processed concurrently.   |            |
| Cost Analysis Calculation was \$3240.  | \$3,104.36 |
|  |            |
|  |            |
| Cost Analysis Calculation was \$2425.  | \$1,929.56 |
|  |            |
| Same process as Preliminary Review   |            |
| 7hrs @ \$75/hr (5hrs for 1st & 2nd Blue Line Review and 2hrs for Final Mylar Review)   |            |
| To be Combined with Blue Line Review (2hrs @ \$75/hr)  |            |
| Provisional period has ended.  |            |
| Provisional period has ended.  |            |
| Reword Fee Title to Remove "2022 Provisional". Provisional period has ended.   |            |
| Reword Fee Title to Remove "2022 Provisional". Provisional period has ended.   |            |
| Reword Fee Title to Remove "2022 Provisional" and CUP wording as CUP's must be processed separately.   |            |
| CUP's must be processed separately as a separate Land Use action.  |            |
| CUP's must be processed separately as a separate Land Use action.  |            |
| Moved to Fire Marshal Fee Schedule   |            |
| Based on Natural Resources Fee Schedule update.  |            |
| "Citizen Initiated" added to description. Same process as Comp Plan Amendment.   |            |
| No Change at this time   |            |
| Cost Analysis Calculation was \$3219.  | \$2,101.09 |
| The Department does not require this.  |            |
| Cost Analysis Calculation was \$3300.  | \$4,197.43 |
| Cost Analysis Calculation was \$2523.  |            |



| Description  | Current Fee Schedule                          | Notes/Multipliers   | Proposed Fee Schedule | Notes/Multipliers   | Validation Notes  | Jurisdictional Average |
|--|---|---|-----------------------|---|---|------------------------|
| Administrative Interpretation/ <del>Determination/Decision</del>   | \$645.00                                      |   | \$645.00              |   | No Change at this time - requires further cost analysis   |                        |
| Administrative Modification  | \$600.00                                      |   | \$600.00              | <b>\$953 would be calculated cost</b>   | No Change at this time - requires further cost analysis - requires re-circulation to agencies and noticing  |                        |
| Appeal of Administrative Decision or Denial  | \$580.00                                      |   | \$2,597.00            |   | Cost Analysis Calculation was \$2597.   | <b>\$1,462.50</b>      |
| Binding Site Plan (Preliminary)  | \$645.00                                      | Plus \$85/Lot   | \$2,425.00            | Plus \$85/Lot   | Cost Analysis Calculation was \$2425 - Same process as a Short Plat   | <b>\$2,344.67</b>      |
| Binding Site Plan (Alteration/Amendment)   | \$470.00                                      | Plus \$85/Lot   | \$2,425.00            | Plus \$85/Lot   | Same process as Preliminary Review  |                        |
| Binding Site Plan (Final Mylar Review)   | \$355.00                                      |   | \$525.00              |   | 7hrs @ \$75/hr (5hrs for 1st & 2nd Blue Line Review and 2hrs for Final Mylar Review)  |                        |
| Boundary Line Adjustment   | \$390.00                                      | Plus \$85/Lot   | \$1,450.00            | Plus \$85/Lot   | Cost Analysis Calculation was \$1450.   | <b>\$797.50</b>        |
| Cannabis Tier 1 Producer (and Associated Processing)   | \$1,550.00                                    |   | \$1,550.00            |   | No Change at this time - requires further cost analysis   |                        |
| Cannabis Tier 2 Producer (and Associated Processing)   | \$3,100.00                                    |   | \$3,100.00            |   | No Change at this time - requires further cost analysis   |                        |
| Cannabis Tier 3 Producer (and Associated Processing)   | \$5,160.00                                    |   | \$5,160.00            |   | No Change at this time - requires further cost analysis   |                        |
| Cannabis State Licensd Processor   | \$2,065.00                                    |   | \$2,065.00            |   | No Change at this time - requires further cost analysis   |                        |
| Certificate of Exemption   | \$335.00                                      | Plus \$85/Lot   | \$1,450.00            | Plus \$85/Lot   | Cost Analysis Calculation was \$1450.   |                        |
| Change of Application or Design (Requiring 2nd Referral to Commenting Agencies)  | \$75.00                                       | Per Hour  | \$75.00               | Per Hour  | No Change at this time  |                        |
| Comp Plan Amendment (GMA/Map)  | \$1,750.00                                    |   | \$3,925.00            | <b>Under Jurisdictional Comparison</b>  | Cost Analysis Calculation was \$3925.   | <b>\$7,458.96</b>      |
| Conditional Use Permit   | \$1,520.00                                    |   | \$3,845.00            |   | Cost Analysis Calculation was \$3845.   | <b>\$3,088.12</b>      |
| Conditional Use Permit (Amendments/Changes or Conditions)  | \$700.00                                      |   | \$3,095.00            |   | Cost Analysis Calculation would be \$3095 (based on half of original staff processing time).  |                        |
| Department Wide Hourly Charge  | \$75.00                                       |   | \$75.00               |   | No Change at this time  |                        |
| <del>Determination of a Legal Lot</del>  | \$450.00                                      |   | <b>To Be Removed</b>  |   | This is part of the everyday customer service the Department provides.  |                        |
| Exploratory Mining: Permit   | \$1,120.00                                    |   | \$1,120.00            |   | No Change at this time - requires further cost analysis   |                        |
| Exploratory Mining: Revision to Permit   | \$375.00                                      |   | \$375.00              |   | No Change at this time - requires further cost analysis   |                        |
| Exploratory Mining: Bond/Financial Security Approval   | \$150.00                                      |   | \$150.00              |   | No Change at this time - requires further cost analysis   |                        |
| Extension of Time (Plat; Short Plat; Binding Site Plan)  | 50% of Original Fee                           |   | 50% of Original Fee   |   | No Change at this time - requires further cost analysis   |                        |
| Forest Practice: Conversion Option Harvest Plan  | \$580.00                                      |   | \$580.00              |   | No Change at this time - requires further cost analysis   |                        |
| Forest Practice: Exemptions - Class I, Class II, Class III, Class IV (Special or General)  | \$60.00                                       |   | \$60.00               |   | No Change at this time - requires further cost analysis   |                        |
| Forest Practice: Lifting of Moratorium   | \$580.00                                      |   | \$580.00              |   | No Change at this time - requires further cost analysis   |                        |
| Forest Practice: Rescinding Moratorium   | \$230.00                                      |   | \$230.00              |   | No Change at this time - requires further cost analysis   |                        |
| Forest Practice: Waiving Moratorium for Construction of a Single Family Residence  | \$235.00                                      |   | \$235.00              |   | No Change at this time - requires further cost analysis   |                        |
| Floodplain Development Permit  | \$150.00                                      | Base fee is based on 2 hours of review time. Review time in excess of 3 hours is subject to \$75 per hour fee with 1/2 hour minimum charge. | <b>\$1,028.00</b>     | Review time in excess of 3 hours is subject to the current consultant hourly rate with a minimum 1 hour charge. | Base fee is calculated on 2 hours of staff review time @ \$75/hr and 1 hour of Consultant review time at \$150/hr. Review time in excess of 3 hours is subject to the current consultant hourly rate with a minimum 1 hour charge. Plus cost recovery fees. |                        |
| Habitat Management Mitigation Plan (HMMP)  | \$290.00                                      |   | <b>\$300.00</b>       |   | 4hrs @ \$75/hr - cost recovery fee not included as this report is provided by a qualified professional and staff is reviewing for comliance/completion.   |                        |
| <del>Landscape and Alternative Plan Review</del>   | \$120.00                                      |   | <b>To Be Removed</b>  |   | This would fall under Administrative Modification   |                        |
| Master Planned Resort  | \$1,500.00                                    | Plus \$75/Hour  | <b>\$5,000.00</b>     |   | (validation - time spent on Mission Ridge)  |                        |
| Master Planned Resort: Amendment   | \$1,500.00                                    | Plus \$75/Hour  | <b>\$5,000.00</b>     |   | (validation - time spent on Mission Ridge)  |                        |
| <del>Notary</del>  | \$7.50/1st page - \$3.50/each additional page |   | <b>To Be Removed</b>  |   | This is part of the everyday customer service the Department provides.  |                        |
| Ordinary High Water Mark (OHWM) Determination  | \$290.00                                      |   | <b>To Be Removed</b>  |   | Natural Resources does not preformt this service.   |                        |
| Planned Development <del>Overlay-District Application</del> (Subdivision Fees Still Apply)   | \$1,165.00                                    |   | <b>\$1,165.00</b>     |   | No Change - Will monitor over next 5 years  | <b>\$4,073.54</b>      |
| Planned Development: Vacation  | \$700.00                                      |   | <b>\$700.00</b>       |   | No Change - Will monitor over next 5 years  |                        |
| <del>Planning Site Visit (eg- Geohazard area administrative review (not associated with a permit))</del>                                 | \$170.00                                      | Base Fee plus an additional \$75/hr in excess of 3 hours with 1/2 hour minimum charge   | <b>To Be Removed</b>  |   | The Department does not perform this task.  |                        |
| Plat (Major Subdivision): Preliminary  | \$1,500.00                                    | Plus \$85/Lot   | <b>\$4,599.00</b>     | Plus \$85/Lot   | Cost Analysis Calculation was \$4599.   | <b>\$4,952.56</b>      |
| Plat (Major Subdivision): Change of Application or Design (Requiring 2nd Referral to Commenting Agencies, Prior to Preliminary Approval) | \$75.00                                       | Per Hour <del>Plus Cost of Postage</del>  | <b>\$75.00</b>        | Per Hour  |   |                        |
| Plat (Major Subdivision): Alteration ( <del>Includes Binding Site Plan</del> )   | \$875.00                                      |   | <b>\$4,599.00</b>     | Plus \$85/Lot   | Same process as Preliminary Review  |                        |
| Plat (Major Subdivision): Amendment  | \$700.00                                      | Plus \$85/Lot   | \$1,078.00            | <b>Under Jurisdictional Comparison</b>  | Cost Analysis Calculation was \$1078.   | <b>\$2,799.53</b>      |
| Plat (Major Subdivision): 1st and 2nd Blue Line and Final Mylar Review   | \$355.00                                      |   | <b>\$525.00</b>       | Plus \$85/Lot   | 7hrs @ \$75/hr (5hrs for 1st & 2nd Blue Line Review and 2hrs for Final Mylar Review)  |                        |
| <del>Plat (Major Subdivision): Final Mylar Review</del>  | \$110.00                                      |   | <b>(see note)</b>     |   | To be Combined with Blue Line Review (2hrs @ \$75/hr)   |                        |
| Pre-Application Meeting ( <del>Land Use and Commercial Building</del> )  | \$0.00  |   | <b>\$150.00</b>       |   | 2hrs @ \$75/hr (No cost recovery added - Intended to assist applicant to provide complete application).   |                        |
| Public Benefit Rating System Application   | \$920.00                                      |   | <b>\$2,275.00</b>     |   | Cost Analysis Calculation was \$2275.   | <b>\$1,808.42</b>      |
| Reasonable Use Exception   | \$645.00                                      |   | <b>\$2,200.00</b>     |   | Cost Analysis Calculation was \$2200. (The difference between this and the PBRS process is that RUE's do not go to the Plan Comm).  | <b>\$1,574.21</b>      |
| Request for Reconsideration of Hearing Examiner Decision   | \$470.00                                      |   | <b>\$897.00</b>       |   | Cost Analysis Average of HE invoices for CUP's and Plats was \$897.   |                        |
| Riparian Variance  | \$1,065.00                                    |   | <b>\$3,300.00</b>     | <b>Under Jurisdictional Comparison</b>  | Cost Analysis Calculation was \$3300.   | <b>\$4,098.72</b>      |
| SEPA Environmental Review Fee  | \$215.00                                      |   | <b>\$300.00</b>       |   | Calculated based on 3 hours at \$75/hr plus \$75 publication fees (cost recovery fee not included as SEPA is primarily not a stand alone permit)  |                        |



Planning Fees - Before After  
(Jurisdictional Average Excluding City of Wenatchee)

|   |                                 |   |   |  |  |            |
|---|---------------------------------|---|---|--|--|------------|
| ~Adoption of Addendum to Existing Environmental Documents   | \$215.00                        |   | \$300.00                                |  | Calculated based on 3 hours at \$75/hr plus \$75 publication fees (cost recovery fee not included as SEPA is primarily not a stand alone permit) |            |
| ~Determination of Significance and EIS  | \$1,165.00                      | Base deposit plus actual cost   | \$1,165.00                              | Base deposit plus actual cost  | No Change at this time - requires further cost analysis  |            |
| Shoreline-Administrative-Interpretation   | \$290.00                        |   | To Be Removed                           |  | This would fall under Administrative Interpretation.   |            |
| Shoreline Conditional Use Permit *  | \$1,065.00                      |   | \$3,845.00                              |  | Cost Analysis Calculation was \$3845.  | \$3,822.48 |
| —Additional Shoreline-Permits-When-Processed-Concurrently   | \$395.00                        |   | To Be Removed and Replaced              | No Other Jurisdiction Discounts Fees for Concurrent File Processing. | To be replaced with a singlar note regarding additional permits processed concurrently.  |            |
| Shoreline Environment Change *  | \$980.00                        |   | \$3,925.00                              |  | Same Process as Comp Plan Amendment  |            |
| —Additional Shoreline-Permits-When-Processed-Concurrently   | \$395.00                        |   | To Be Removed and Replaced              | No Other Jurisdiction Discounts Fees for Concurrent File Processing. | To be replaced with a singlar note regarding additional permits processed concurrently.  |            |
| Shoreline Exemption   | \$290.00                        |   | \$1,600.00                              |  | Cost Analysis Calculation was \$1600.  | \$654.90   |
| Shoreline Master Program Text Amendment   | \$1,520.00                      |   | \$3,925.00                              |  | Same Process as Comp Plan Amendment  | \$7,458.96 |
| Shoreline Request for an Amendment to an Approved Permit *  | \$740.00                        |   | \$740.00                                |  | No Change at this time (reasoning: decision may have to go before HE).   |            |
| —Additional Shoreline-Permits-When-Processed-Concurrently   | \$395.00                        | (Value appears to be based on 5.25 hours at staff hourly rate of \$75/hr) | To Be Removed and Replaced              | No Other Jurisdiction Discounts Fees for Concurrent File Processing. | To be replaced with a singlar note regarding additional permits processed concurrently.  |            |
| Shoreline Request for a Time Extension to an Approved Permit  | \$455.00                        |   | 50% of original permit fee (1 year ext) |  |  |            |
| Shoreline-Revision-to-an-Approved-Permit  | \$160.00                        |   | To Be Removed                           | No Other Jurisdiction Discounts Fees for Concurrent File Processing. | Same process as Shoreline Request for an Amendment to an Approved Permit.  |            |
| Shoreline Substantial Development Permit *-(Administrative)   | \$645.00                        |   | \$1,675.00                              | Under Jurisdictional Comparison                                      | Cost Analysis Calculation was \$1675.  | \$3,282.48 |
| —Shoreline-Substantial-Development-Permit-(Administrative)-(With-Concurrent-File)   | \$395.00                        | (Value appears to be based on 5.25 hours at staff hourly rate of \$75/hr) | To Be Removed and Replaced              | No Other Jurisdiction Discounts Fees for Concurrent File Processing. | To be replaced with a singlar note regarding additional permits processed concurrently.  |            |
| Shoreline-Substantial-Development-Permit-(Hearing-Examiner)   | \$1,065.00                      |   | To Be Removed                           | No Other Jurisdiction Discounts Fees for Concurrent File Processing. | An SDP would only appear before the HE as an additional permit with a CUP or Variance.   |            |
| —Shoreline-Substantial-Development-Permit-(Hearing-Examiner)-(With-Concurrent-File)   | \$395.00                        | (Value appears to be based on 5.25 hours at staff hourly rate of \$75/hr) | To Be Removed and Replaced              | No Other Jurisdiction Discounts Fees for Concurrent File Processing. | To be replaced with a singlar note regarding additional permits processed concurrently.  |            |
| Shoreline Variance *-(Without-Concurrent-File)  | \$1,065.00                      |   | \$3,240.00                              |  | Cost Analysis Calculation was \$3240.  | \$3,822.48 |
| —Shoreline-Variance-(With-Concurrent-File)  | \$395.00                        | (Value appears to be based on 5.25 hours at staff hourly rate of \$75/hr) | To Be Removed and Replaced              | No Other Jurisdiction Discounts Fees for Concurrent File Processing. |  |            |
| *(additional permit(s) processed concurrently)  |                                 |   | \$395.00                                |  |  |            |
| Short Plat: Preliminary   | \$645.00                        | Plus \$85/Lot   | \$2,425.00                              | Plus \$85/Lot  | Cost Analysis Calculation was \$2425.  | \$2,422.74 |
| Short Plat: Change of Application or Design (Requiring 2nd Referral to Commenting Agencies, Prior to Preliminary Approval)  | \$75.00                         | Per Hour —Plus-Cost-of-Postage  | \$75.00                                 | Per Hour   |  |            |
| Short Plat: Alteration/Amendment  | \$470.00                        | Plus \$85/Lot   | \$2,425.00                              | Plus \$85/Lot  | Same process as Preliminary Review   | \$2,422.74 |
| Short Plat: 1st and 2nd Blue Line and Final Mylar Review  | \$355.00                        |   | \$525.00                                | Plus \$85/Lot  | 7hrs @ \$75/hr (5hrs for 1st & 2nd Blue Line Review and 2hrs for Final Mylar Review)   |            |
| Short-Plat-Final-Mylar-Review   | \$110.00                        |   | (see note)                              |  | To be Combined with Blue Line Review (2hrs @ \$75/hr)  |            |
| Short-Term-Rental-Tier-1-&2-2021-Provisional-Registration   | \$125.00                        |   | To Be Removed                           |  | Provisional period has ended.  |            |
| Short-Term-Rental-Tier-3-2021-Provisional-Registration  | \$187.50                        |   | To Be Removed                           |  | Provisional period has ended.  |            |
| Short-Term Rental: Tier 1 2022-Provisional; Annual, or Renewal  | \$500.00                        |   | \$800.00                                |  | Reword Fee Title to Remove "2022 Provisional". Provisional period has ended.   |            |
| Short-Term Rental: Tier 2 2022-Provisional; Annual, or Renewal *  | \$500.00                        |   | \$800.00                                |  | Reword Fee Title to Remove "2022 Provisional". Provisional period has ended.   |            |
| Short Term Rental: Tier 3 2022-Provisional; Annual and Renewal *-(Includes-Annual-CUP-Renewal-if-No-New-CUP-is-Required):   | \$750.00                        |   | \$1,200.00                              |  | Reword Fee Title to Remove "2022 Provisional" and CUP wording as CUP's must be processed separately.   |            |
| Short-Term-Rental-Tier-3-Rental-if-CUP-Required-(New-Tier-3-First-Permit-Includes-CUP-Application)  | \$2,270.00                      |   | To Be Removed                           |  | CUP's must be processed separately as a separate Land Use action.  |            |
| *If CUP is required, CUP must be obtained prior to applying for an STR. All applicable CUP fees will be required at time of CUP application.                                    | (see CUP Fees)                  |   |   |  | CUP's must be processed separately as a separate Land Use action.  |            |
| Short-Term Rental (After-The-Fact): Any Type That Did Not Properly Register As Provided In CCC, Section 11.88.290(2)(E) or (4)(B)   | Assessed Double Applicable Fees |   | Assessed Double Applicable Fees         |  |  |            |
| Short-Term-Rental-Required-Fire-&Life-Safety-Inspections-or-Re-Inspections-performed-by-the-Fire-Marshall-or-Designee; or-by-Community-Development-(in-Addition-To-Permit-Fees) | \$100.00                        |   | To Be Removed                           |  | Moved to Fire Marshal Fee Schedule   |            |
| Stream Typing   | \$290.00                        |   | \$400.00                                |  | Based on Natural Resources Fee Schedule update.  |            |
| Citizen Initiated Text Amendments (Comp Plan and Titles 11, 12, 14, 15, and 16)   | \$560.00                        |   | \$3,925.00                              |  | "Citizen Initiated" added to description. Same process as Comp Plan Amendment.   |            |
| Third Party Reviews and Charges   | Cost plus 10%                   |   | Cost Plus 10%                           |  | No Change at this time   |            |
| Variance  | \$990.00                        |   | \$3,219.00                              |  | Cost Analysis Calculation was \$3219.  | \$2,484.79 |
| Waiver-of-Plat-Certificate  | \$30.00                         |   | To Be Removed                           |  | The Department does not require this.  |            |
| Wetland Variance  | \$1,065.00                      |   | \$3,300.00                              | Under Jurisdictional Comparison                                      | Cost Analysis Calculation was \$3300.  | \$4,098.72 |
| Zone Change Amendment   | \$1,165.00                      |   | \$2,523.00                              |  | Cost Analysis Calculation was \$2523.  |            |



Building Fees - Before After

| Description   | Current Fee Schedule                    | Notes/Multipliers       | Proposed Fee Schedule                   | Notes/Multipliers         | Notes   |
|---|---|-------------------------|---|---------------------------|---|
| Additional Plan Review Hours                                | \$75.00                                 | Per Hour                | \$75.00                                 | Per Hour                  | No Change   |
| Additional Inspections (after the first)                    | \$45.00                                 |                         | \$150.00                                |                           | based on 2 hours at current staff rate of \$75/hr   |
| After-The-Fact Building Permit Fees                         | 2X the Building Permit Fee              |                         | 2X the Building Permit Fee              |                           | No Change   |
| After-The-Fact Zoning Review Fees                           | 2X the Zoning Review Fee                |                         | 2X the Zoning Review Fee                |                           | No Change   |
| Residential/Commercial Fee Determination                    | Per Fee Schedule Valuation Chart        |                         | To Be Removed and Replaced              |                           | See Below   |
| Building Permit Fees:                                       |   |                         |   |                           |   |
| ~ Commercial Structures                                     | Per Fee Schedule/Valuation Chart        |                         | Per Fee Schedule/Valuation Chart        |                           | To Replace "Residential/Commercial Fee Determination"   |
| ~ Residential Structures                                    | Per Fee Schedule/Valuation Chart        |                         | Per Fee Schedule/Valuation Chart        |                           | To Replace "Residential/Commercial Fee Determination"   |
| ~ Commercial Pole Sign                                      | \$110.00                                |                         | \$150.00                                |                           | based on 2 hours at current staff rate of \$75/hr   |
| ~ Commercial Wall Mounted Sign                              | \$55.00                                 |                         | \$150.00                                |                           | based on 2 hours at current staff rate of \$75/hr   |
| ~ Commercial - Additional Signs                             | \$55.00                                 |                         | \$150.00                                |                           | based on 2 hours at current staff rate of \$75/hr   |
| ~ Mechanical Permit   |   |                         |   |                           |   |
| ~ Commercial (Associated with a Building Permit)            | 15% of Building Permit Fee              |                         | 15% of Building Permit Fee              |                           |   |
| ~ Commercial ( <del>Over-The-Counter</del> ) (Stand-alone)  | \$200.00                                |                         | \$300.00                                |                           | based on 4 hours at current staff rate of \$75/hr   |
| ~ Residential (Associated with a Building Permit)           | 10% of Building Permit Fee              |                         | 10% of Building Permit Fee              |                           |   |
| ~ Residential ( <del>Over-The-Counter</del> ) (Stand-alone) | \$100.00                                |                         | \$150.00                                |                           | based on 2 hours at current staff rate of \$75/hr   |
| ~ Plumbing Permit   |   |                         |   |                           |   |
| ~ Commercial (Associated with a Building Permit)            | 15% of Building Permit Fee              |                         | 15% of Building Permit Fee              |                           |   |
| ~ Commercial ( <del>Over-The-Counter</del> ) (Stand-alone)  | \$200.00                                |                         | \$300.00                                |                           | based on 4 hours at current staff rate of \$75/hr   |
| ~ Residential (Associated with a Building Permit)           | 10% of Building Permit Fee              |                         | 10% of Building Permit Fee              |                           |   |
| ~ Residential ( <del>Over-The-Counter</del> ) (Stand-alone) | \$100.00                                |                         | \$150.00                                |                           | based on 2 hours at current staff rate of \$75/hr   |
| ~ Swimming Pool Permit                                      | \$110.00                                |                         | \$225.00                                |                           | based on 3 hours at current staff rate of \$75/hr   |
| ~ Spa Permit  | \$110.00                                |                         | \$225.00                                |                           | based on 3 hours at current staff rate of \$75/hr   |
| Building Site Visit (Not Associated with a Building Permit  | \$55.00                                 |                         | \$150.00                                |                           | based on 2 hours at current staff rate of \$75/hr   |
| Expedited Permit Review (see CCC, Section 3.24.020(5))      | \$1,120.00                              |                         | \$1,120.00                              |                           | No Change   |
| Manufactured Home (Strip Footings)                          | \$225.00                                |                         | \$300.00                                |                           | based on 4 hours at current staff rate of \$75/hr   |
| Manufactured Home (Crawl Space)                             | \$270.00                                |                         | \$300.00                                |                           | based on 4 hours at current staff rate of \$75/hr   |
| Time Extension of Active Building Permit                    | 50% of original permit fee (1 year ext) |                         | 50% of original permit fee (1 year ext) |                           | No Change   |
| Renewal of Existing Permit                                  | See Notes                               |                         | To Be Removed                           |                           | See IBC Section 105.5(A)(b) in CCC, Section 3.04.040 - Code does not allow for the re-instatement of expired permits. |
| Zoning Review Fee For Building Permits                      |   |                         |   |                           |   |
| ~ Commercial/Industrial                                     | \$235.00                                |                         | \$375.00                                |                           | based on 5 hours at current staff rate of \$75/hr   |
| <del>~ In Critical Area/Resource Land</del>                 | \$275.00                                |                         | To Be Removed                           |                           | same process as above   |
| ~ Single Family Dwelling/Duplex                             | \$100.00                                |                         | \$300.00                                |                           | based on 4 hours at current staff rate of \$75/hr   |
| <del>~ In Critical Area/Resource Land</del>                 | \$140.00                                |                         | To Be Removed                           |                           | same process as above   |
| ~ Multifamily Dwelling                                      | \$200.00                                |                         | \$375.00                                |                           | based on 5 hours at current staff rate of \$75/hr   |
| <del>~ In Critical Area/Resource Land</del>                 | \$240.00                                |                         | To Be Removed                           |                           | same process as above   |
| ~ Manufactured Home   | \$75.00                                 |                         | \$300.00                                |                           | based on 4 hours at current staff rate of \$75/hr   |
| <del>~ In Critical Area/Resource Land</del>                 | \$115.00                                |                         | To Be Removed                           |                           | same process as above   |
| ~ Other Buildings   | \$75.00                                 |                         | \$300.00                                |                           | based on 4 hours at current staff rate of \$75/hr   |
| <del>~ In Critical Area/Resource Land</del>                 | \$115.00                                |                         | To Be Removed                           |                           | same process as above   |
| Building Permit Valuations                                  |   |                         |   |                           |   |
| ~ Residential (R3) Square Footage Valuation                 | \$169.09                                | based on Feb 2025 table | \$169.09                                | Or Current 2025 ICC Table | to be updated bi-annually, Feb and Aug each calendar year to most current ICC valuation, Per CCC, Section 3.24.070    |
| ~ Utility (U) Square footage Valuation                      | \$66.20                                 | based on Feb 2025 table | \$66.20                                 | Or Current 2025 ICC Table | to be updated bi-annually, Feb and Aug each calendar year to most current ICC valuation, Per CCC, Section 3.24.070    |

Exhibit G



| Exact Comparison                         |               |                 |                      |                |                   |                |              |                             |
|--|---------------|-----------------|----------------------|----------------|-------------------|----------------|--------------|-----------------------------|
| Planning Fees                            | Chelan County | Kittitas County | Yakima County (2016) | Spokane County | City of Wenatchee | Douglas County | Grant County | Chelan County Proposed Fees |
| Administrative Interpretation            | \$645.00      | \$830.00        | \$870.00             | \$1,152.24     | \$150.00          | \$137.00       | \$575.00     | \$645.00                    |
| Binding Site Plan (Preliminary)          | \$645.00      | \$1,570.00      | \$1,925.00           | \$3,539.01     | \$1,700.00        | \$617.00       | \$1,260.00   | \$2,425.00                  |
| Comp Plan Amendment                      | \$1,750.00    | \$7,380.00      | \$4,715.00           | \$10,281.89    | \$2,000.00        | \$1,358.00     | \$2,100.00   | \$3,925.00                  |
| Conditional Use Permit                   | \$1,520.00    | \$3,430.00      | \$1,925.00           | \$3,909.37     | \$1,100.00        | \$1,868.00     | \$1,260.00   | \$3,845.00                  |
| Plat (Major Subdivision)                 | \$1,500.00    | \$3,190.00      | \$5,495.00           | \$6,172.69     | \$1,700.00        | \$926.00       | \$1,260.00   | \$4,599.00                  |
| Plat - Mylar Review                      | \$110.00      | \$1,050.00      | \$675.00             | \$2,962.89     | \$200.00          | \$137.00       | \$285.00     | \$525.00                    |
| Planned Development                      | \$1,165.00    | \$4,680.00      | \$5,195.00           | \$2,345.63     | \$1,600.00        | \$1,235.00     | \$1,260.00   | \$1,165.00                  |
| SEPA (regular and optional)              | \$215.00      | \$600.00        | \$295.00             | \$99.10        | \$300.00          | \$278.00       | \$470.00     | \$300.00                    |
| Shoreline Substantial Development Permit | \$1,065.00    | \$2,380.00      | \$3,270.00           | \$4,197.43     | \$500.00          | \$1,868.00     | \$785.00     | \$1,675.00                  |
| Shoreline Conditional Use Permit         | \$1,065.00    | \$4,000.00      | \$3,270.00           | \$4,197.43     | \$1,100.00        | \$1,868.00     | \$785.00     | \$3,845.00                  |
| Shoreline Exemption                      | \$290.00      | \$600.00        | \$675.00             | \$689.71       | \$300.00          | \$350.00       | \$260.00     | \$1,600.00                  |
| Shoreline Variance                       | \$1,065.00    | \$4,000.00      | \$3,270.00           | \$4,197.43     | \$950.00          | \$1,868.00     | \$785.00     | \$3,240.00                  |
| Short Plat                               | \$645.00      | \$2,340.00      | \$1,060.00           | \$3,868.22     | \$450.00          | \$615.00       | \$630.00     | \$2,425.00                  |
| Short Plat - Mylar Review                | \$110.00      | \$850.00        | \$485.00             | \$2,222.16     | \$200.00          | \$137.00       | \$285.00     | \$525.00                    |
| Total of Fee Package                     | \$11,790.00   | \$36,900.00     | \$33,125.00          | \$49,835.20    | \$12,250.00       | \$13,262.00    | \$12,000.00  | \$30,739.00                 |

| Majority Comparison                                  |               |                 |                      |                |                   |                |              |                             |
|--|---------------|-----------------|----------------------|----------------|-------------------|----------------|--------------|-----------------------------|
| Planning Fees  | Chelan County | Kittitas County | Yakima County (2016) | Spokane County | City of Wenatchee | Douglas County | Grant County | Chelan County Proposed Fees |
| Administrative Interpretation                        | \$645.00      | \$830.00        | \$870.00             | \$1,152.24     | \$150.00          | \$137.00       | \$575.00     | \$645.00                    |
| Administrative Modification                          | \$600.00      | \$830.00        | \$675.00             |                |                   |                | \$420.00     | \$600.00                    |
| Administrative Appeal                                | \$580.00      | \$1,670.00      | \$1,255.00           |                | \$650.00          | \$680.00       | \$0.00       | \$2,597.00                  |
| Binding Site Plan (Preliminary)                      | \$645.00      | \$1,570.00      | \$1,925.00           | \$3,539.01     | \$1,700.00        | \$617.00       | \$1,260.00   | \$2,425.00                  |
| Binding Site Plan (Amendment)                        | \$470.00      |                 | \$1,060.00           | \$2,715.98     | \$1,100.00        | \$617.00       |              | \$2,425.00                  |
| Binding Site Plan (Final Mylar)                      | \$355.00      |                 | \$870.00             | \$2,222.16     | \$200.00          | \$137.00       | \$285.00     | \$525.00                    |
| Boundary Line Adjustment                             | \$390.00      | \$810.00        | \$785.00             |                | \$200.00          | \$336.00       | \$365.00     | \$1,450.00                  |
| Comp Plan Amendment                                  | \$1,750.00    | \$7,380.00      | \$4,715.00           | \$10,281.89    | \$2,000.00        | \$1,358.00     | \$2,100.00   | \$3,925.00                  |
| Conditional Use Permit                               | \$1,520.00    | \$3,430.00      | \$1,925.00           | \$3,909.37     | \$1,100.00        | \$1,868.00     | \$1,260.00   | \$3,845.00                  |
| Plat (Major Subdivision)                             | \$1,500.00    | \$3,190.00      | \$5,495.00           | \$6,172.69     | \$1,700.00        | \$926.00       | \$1,260.00   | \$4,599.00                  |
| Plat (Change of app or design agency referral)       | \$75.00       | \$3,190.00      |                      |                | \$1,100.00        |                |              | \$75.00                     |
| Plat Amendment                                       | \$700.00      | \$3,190.00      | \$970.00             | \$4,238.58     | \$1,100.00        | \$1,359.00     |              | \$1,078.00                  |
| Plat Alteration                                      | \$875.00      | \$3,190.00      | \$970.00             | \$2,386.77     | \$1,100.00        | \$1,359.00     |              | \$4,599.00                  |
| Plat - Mylar Review                                  | \$110.00      | \$1,050.00      | \$675.00             | \$2,962.89     | \$200.00          | \$137.00       | \$285.00     | \$525.00                    |
| Planned Development                                  | \$1,165.00    | \$4,680.00      | \$5,195.00           | \$2,345.63     | \$1,600.00        | \$1,235.00     | \$1,260.00   | \$1,165.00                  |
| Planned Development Vacation                         | \$700.00      |                 |                      | \$576.12       | \$1,100.00        |                |              | \$700.00                    |
| Reasonable Use Exception                             | \$645.00      | \$2,000.00      | \$1,735.00           | \$987.63       |                   |                | \$420.00     | \$2,200.00                  |
| Riparian Variance                                    | \$1,065.00    | \$4,000.00      |                      | \$4,197.43     | \$950.00          |                |              | \$3,300.00                  |
| SEPA (regular and optional)                          | \$215.00      | \$600.00        | \$295.00             | \$99.10        | \$300.00          | \$278.00       | \$470.00     | \$300.00                    |
| Shoreline Substantial Development Permit             | \$1,065.00    | \$2,380.00      | \$3,270.00           | \$4,197.43     | \$500.00          | \$1,868.00     | \$785.00     | \$1,675.00                  |
| Shoreline Conditional Use Permit                     | \$1,065.00    | \$4,000.00      | \$3,270.00           | \$4,197.43     | \$1,100.00        | \$1,868.00     | \$785.00     | \$3,845.00                  |
| Shoreline Exemption                                  | \$290.00      | \$600.00        | \$675.00             | \$689.71       | \$300.00          | \$350.00       | \$260.00     | \$1,600.00                  |
| Shoreline Variance                                   | \$1,065.00    | \$4,000.00      | \$3,270.00           | \$4,197.43     | \$950.00          | \$1,868.00     | \$785.00     | \$3,240.00                  |
| Short Plat   | \$645.00      | \$2,340.00      | \$1,060.00           | \$3,868.22     | \$450.00          | \$615.00       | \$630.00     | \$2,425.00                  |
| Short Plat (Change of app or design agency referral) | \$75.00       | \$2,550.00      | \$1,060.00           |                | \$1,100.00        | \$615.00       |              | \$75.00                     |
| Short Plat Alteration/Amendment                      | \$470.00      | \$2,550.00      | \$1,060.00           | \$2,715.98     | \$1,100.00        | \$615.00       |              | \$2,425.00                  |
| Short Plat - Mylar Review                            | \$110.00      | \$850.00        | \$485.00             | \$2,222.16     | \$200.00          | \$137.00       | \$285.00     | \$525.00                    |
| Staff Hourly Rate                                    | \$75.00       | \$140.00        | \$110.00             | \$164.60       | \$50.00           |                |              | \$75.00                     |
| Variance   | \$990.00      | \$2,000.00      | \$1,545.00           | \$3,909.37     | \$950.00          | \$1,235.00     |              | \$3,219.00                  |
| Wetland Variance                                     | \$1,065.00    | \$4,000.00      |                      | \$4,197.43     | \$950.00          |                |              | \$3,300.00                  |
| Zone Change Amendment                                | \$1,165.00    | \$3,700.00      | \$11,255.00          | \$10,123.21    | \$1,000.00        |                | \$1,260.00   | \$2,523.00                  |
| Total of Fee Package                                 | \$18,790.00   | \$65,820.00     | \$49,820.00          | \$78,641.07    | \$21,100.00       | \$18,027.00    | \$12,210.00  | \$61,905.00                 |