

PROPOSED AGENDA
CHELAN COUNTY COMMISSIONERS
MEETING OF JULY 14&15, 2025

MONDAY, JULY 14, 2025

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

Public Comment Period

Employee Recognition

Samantha Thompson	Clerk	10 years
William Jared Jr.	Maintenance	35 years
Theresa Pinneo	Treasurer	30 years
Joshua Patrick	Public Works	10 years
Fernando Ponce	Regional Justice Center	25 years
Shannon Gjesdal	Prosecuting Attorney	20 years
Daniel Mccue	Sheriff Patrol	25 years

Consent Agenda

1. Approval of Minutes
2. Vouchers as submitted and Listed
3. Payroll Changes:
 - a) Philip Scarfo, Regional Justice Center – New Hire
 - b) Donna McCrain, Regional Justice Center – Longevity
 - c) Jennifer McGregor, Regional Justice Center – Longevity
 - d) Tracie Schultz, Regional Justice Center – Longevity
 - e) Michael Menley, Regional Justice Center – Promotion
 - f) Sean Lewis, Prosecuting Attorney – Resignation

- g) Kyle Talley, Sheriff – New Hire
- h) Sean Duke, Sheriff – Retirement
- 4. Data Access Subscription Casual Use Agreement for Superior Court Public Documents

Board Discussion

9:30 A.M. BHU Ana Gonzalez

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

Discussion

- 1. Resolution RE: Appointment of Anthony Medina to Lodging Tax Advisory Committee (LTAC)
- 2. Executive Session – Real Estate
- 3. Department Update

Action

- 1. Resolution RE: Appointment of Anthony Medina to Lodging Tax Advisory Committee (LTAC)

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

Discussion

- 1. Award Chelan County Planting Project to Applied Ecology
- 2. Icicle Creek Instream Flow Rule Amendment/Commissioner Smith to Sign Icicle Work Group Letter
- 3. Applicant Authorization for 2025 Salmon Recovery Funding Board Grant Applications

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

4. Contract Change with Aspect Consulting for Icicle Work Group Technical Assistance
5. Interlocal Agreement with City of Leavenworth for River Recreation Management
6. Professional Services Agreement with EK Consulting for River Recreation Public Outreach and Stakeholder Engagement
7. Contract Modification with Parr Excellence for Mission Creek Fish Barrier Removal Project
8. Other

Action

1. Award Chelan County Planting Project to Applied Ecology
2. Icicle Creek Instream Flow Rule Amendment/Commissioner Smith to Sign Icicle Work Group Letter
3. Applicant Authorization for 2025 Salmon Recovery Funding Board Grant Applications
4. Contract Change with Aspect Consulting for 2025 Water Management Program Assistance
5. Contract Change with Aspect Consulting for Icicle Work Group Technical Assistance
6. Interlocal Agreement with City of Leavenworth for River Recreation Management
7. Professional Services Agreement with EK Consulting for River Recreation Public Outreach and Stakeholder Engagement
8. Contract Modification with Parr Excellence for Mission Creek Fish Barrier Removal Project

11:30 A.M. Jail Director Chris Sharp

Discussion

1. Departmental Update

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

TUESDAY, JULY 15, 2025

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

Discussion

1. Right of Way Use Agreement for Park Improvements with Manson Park and Recreation District
2. Supplement No. 1 to Agreement No. 2024-03 with David Evans Associates, Inc. for Easy Street/School Street Intersection Improvement Project, County Road Project 738 (CRP 738)
3. Malaga Water District Franchise Renewal Discussion
 - a) Renewal Application
 - b) Letter re: Three Lakes Exemption
 - c) Malaga Water District Current System Map
4. Open Item

Action

1. Approve Right of Way Use Agreement for Park Improvements with Manson Park and Recreation District
2. Approve Supplement No. 1 to Agreement No. 2024-03 with David Evans Associates, Inc. for Easy Street/School Street Intersection Improvement Project, County Road Project 738 (CRP 738)

10:00 A.M. Community Development Director Deanna Walter

10:00 A.M. Public Hearing

ZTA 24-430 – Amendment to Leavenworth Municipal Code for adoption of Ordinance No. 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area

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

Action

1. Resolution Re: ZTA 24-430 – Amendment to Leavenworth Municipal Code for adoption of Ordinance No. 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area

Discussion

1. Fees Schedule – Missing Items
2. Department update

Action

1. Final Plat Approval Re: (Plat 22-223 Howson)

11:00 A.M. Chelan-Douglas Regional Port Authority Meeting

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

Upcoming External Commissioners' Meetings & Conferences

July 15, 2025

3:00 P.M. Link Transit \Board of Directors Meeting | Commissioners Smith & Overbay

July 16, 2025

9:00 A.M. RiverCom Administrative Board Meeting | Commissioner Smith & Hawkins

10:00 A.M. OVOF Finance Committee | Commissioner Overbay

2:00 P.M. Regional Diversion Facility Workshop | Commissioner Overbay

6:00 P.M. Common Ground Ribbon Cutting Event | Commissioner Overbay

July 17, 2025

2:00 P.M. WSAC Statement of Policy & Core Principle Work Group | Commissioner
Overbay

July 18, 2025

8:00 P.M. Farm Bureau/Congresswoman Schrier Office | Commissioner Overbay

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

July 14, 2025
9:00 A.M.
Consent Agenda

- 1) Approval of Minutes
- 2) Vouchers as submitted and listed
- 3) Payroll Changes:
 - a) Philip Scarfo, Regional Justice Center – New Hire
 - b) Donna McCrain, Regional Justice Center – Longevity
 - c) Jennifer McGregor, Regional Justice Center – Longevity
 - d) Tracie Schultz, Regional Justice Center – Longevity
 - e) Michael Menley, Regional Justice Center – Promotion
 - f) Sean Lewis, Prosecuting Attorney – Resignation
 - g) Kyle Talley, Sheriff – New Hire
 - h) Sean Duke, Sheriff – Retirement

CHELAN COUNTY COMMISSIONERS
MINUTES OF JUNE 30 & JULY 1, 2025

MONDAY, JUNE 30, 2025

8:59:48 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, Economic Services Director Ron Cridlebaugh, Public Information Officer Jill FitzSimmons, and Clerk of the Board Anabel Torres.

9:01:37 A.M. Public Comment Period

9:01:58 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) Anthony Duffy, Facilities Maintenance – Step Increase
 - b) Daane Hagen, Community Development – Step Increase
 - c) Jackie Gabaldo, Community Development – Step Increase
 - d) Maribeth Daneker, Community Development – Step Increase
 - e) Jeffrey Jones, Regional Justice Center – New Hire
 - f) Travis Willms, Public Works – Promotion
 - g) Chad Holaday, Expo Center – Resignation
 - h) Robert Jourdan, Superior Court Judge – Salary Increase
 - i) Kristin Ferrera, Superior Court Judge – Salary Increase
 - j) Travis Brandt, Superior Court Judge – Salary Increase
 - k) Tracy Brandt, Superior Court Judge – Salary Increase
 - l) Fona Sugg, Superior Court Judge – Salary Increase
 - m) Anabel Torres, Commissioners – Step Increase
4. Superior Court Judges request to hire above step 4

9:03:57 A.M. Board Discussion

- MRSC Update
- Forest Management Strategies & Wildfire Response
- Review Received County Property Notice of Values
- LTAC Meeting Cancellation & Recruitment Application Deadline
- Chelan-Douglas Regional Port Authority Upcoming Meeting Set for
 - *July 15th at 11:00 at the CTC Center.*

9:30:44 A.M. Executive Session Re: Potential Litigation PA Robert Sealby

Upon motion and second by Commissioners Hawkins and Overbay , the Commission unanimously approves to move into a 10-minute Executive Session Pursuant to RCW 42.30.110(i), to discuss with Prosecuting Attorney Robert Sealby,

9:46:21 A.M. Executive Session Re: Qualifications of an Applicant for Public Employment Deputy Prosecutor Marcus Foster

Upon motion and second by Commissioners Overbay and Hawkins, the Commission unanimously approved to moving into a 10-minute Executive Session pursuant to RCW 42.30.110(i).

9:57:56 A.M. Moved Back to Regular Session

9:58:05 A.M. Recess

10:02:33 A.M. Back in Session

10:02:45 A.M. County Administrator Cathy Mulhall

10:02:48 A.M. PUBLIC HEARING RE: Supplemental Budget Appropriation

Chairman Smith opened the public hearing. Members of the public participated both in chambers and via Zoom. Chairman Smith Opens Public Comment - No comments were provided.

10:17:15 A.M. Chairman Smith closed the public hearing.

10:17:47 A.M. Action

Upon motion and second by Commissioner Overbay and Smith, the Commission unanimously approves to accept the Supplemental Budget Appropriation with the following Changes;

1. Resolution RE: Supplemental Budget Appropriation Various Fund
 - Removal of \$18,000 from Sheriff's Office (010.145)
 - Reduction of \$3,000,000 from Olds Station Campus Const. Project (307.001)

Revised Supplemental Budget Appropriation to the 2025 Budget

<i>Fund</i>	Title	Amount
010.145	Sheriff	\$20,417
126.001	REET Technology	\$297
141.001	Opioid Assessment	\$365,961
175.001	Election Reserve	\$30,000
190.001	Criminal Justice Sales Tax	\$1,000,000
198.001	Rural Counties Tax	\$3,000,000
307.001	Olds Station Campus Const. Project	\$4,000,000
	Total Amount	\$8,416,675.00

10:18:43 A.M. Executive Session RE: Potential Litigation

Upon motion and second by Commissioners Hawkins and Overbay, the Commission unanimously approves to move into a 10-minute Executive Session Pursuant to RCW 42.30.110(i), to discuss with Prosecuting Attorney Robert Sealby,

Extend Executive Session by 15 minutes– Public Notified

10:41:16 A.M. Moved Back to Regular Session

10:42:00 A.M. Economic Services Director Ron Cridlebaugh

10:42:50 A.M. PUBLIC HEARING RE: Surplus Property to the Center for Alcohol and Drug Treatment

Chairman Smith opened the public hearing. Members of the public participated both in chambers and via Zoom.

10:42:54 A.M. Chairman Smith Opens Public Comment

Comments provided by the following members of the public:

- Loretta Stover

10:45:01 A.M. Chairman Smith closed the public comment period.

10:45:01 A.M. Action

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

1. Resolution # 2025-54 Re: Surplus Property CFADT

Discussion

1. Memo Contract Adjustments
2. County Blood Drive
3. Department Update

10:48:59 A.M. Action

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

1. Amendment #1 to Agreement Between Chelan County and Chelan-Douglas Volunteer Attorney Services for Utilization of Consolidated Homeless Grant Funds
2. Amendment #5 to Agreement between Chelan County and WRC for Utilization of Consolidated Homeless Grant Funds

10:52:00 A.M. Presentation Re: Commercial Property Assessed Clean Energy (C-PACE) Program Overview

11:25:24 A.M. Continued Administrative Update Discussion with County Administrator Cathy Mulhall

Discussion

1. Request to fill position in Coroner's Office
2. 2026 Budget Process & Calendar
3. Administrative Update

11:36:00 A.M. Action

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

1. Request to fill position in Coroner's Office
2. Resolution #2025-55 RE: Fire Annexation Dist. No. 7
3. Resolution #2025-58 RE: 2026 Budget Calendar

11:39:01 A.M. Recess

11:43:32 A.M. Back in Session

11:44:00 A.M. Natural Resources Director Mike Kaputa

Discussion

1. Special Presentation: Chelan County Voluntary Stewardship Program – *Rescheduled for July 7, 2025*
2. Other

11:59:37 A.M. Action

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

1. Agreement with WA State Military Department Emergency Management Division for Cashmere Defensible Space Project
2. Agreement with WA State Military Department Emergency Management Division for Lake Wenatchee Back-Up Generators
3. Contract Change #1 with Aspect Consulting for Mission Creek Fish Passage Final Design
4. Amendment to Grant Agreement with WA Recreation and Conservation Office for McCrate-Eagle Creek Fish Barrier Correction
5. Agreement with Pacific Engineering for Malaga Properties Feasibility Study
6. Contract Order with Aspect Consulting for Lake Chelan Watershed Plan and Lake Chelan Collaborative Project
7. Change Order #1 with Summitt Forests, Inc., for Upper Wenatchee FRB Natapoc Ridge Hand Thinning Project
8. Amendment to Agreement with WA Department of Commerce for Chelan County Comprehensive Plan Climate Resilience Chapter

12:08:02 P.M. Recess

TUESDAY, JULY 1, 2025

9:00:58 A.M. Back in Session

9:01:00 A.M. Chelan County Sheriff Mike Morrison

Discussion

1. Code Enforcement Funds for abatement cleanup projects
2. Reentry Housing Assistance Project – Kennedy’s Place
3. Columbia River Drug Task Force (CRDTF) Vehicle Replacement Purchase
4. Department Update

9:56:27 A.M. Action

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

1. Letter of Agreement with Chelan County PUD – Flock Safety Camera

9:57:54 A.M. Action

Upon motion by Commissioner Overbay, seconded by Commissioner Hawkins, the Commission moved to approve the following action items:

1. Purchase and Installation of Tow Hitches for Three Code Enforcement F-150s

Vote: Approved by majority vote (2-1). Commissioner Overbay opposed.

10:00:09 A.M. Public Works Director Eric Pierson

Discussion

1. Department update

10:03:00 A.M. Action

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

1. Approve Statutory Warranty Deed with David Hsu and Chia Jen Chung for Totem Pole Road Phase 1 Project, County Road Project 650 (CRP 650)
2. Approve Temporary Construction Easement with David Hsu and Chia Jen Chung for Totem Pole Road Phase 1 Project, County Road Project 650 (CRP 650)
3. Approve Right of Way Use Agreement with Wenatchee Reclamation District for Treatment Pond and Drainage Infrastructure
4. Approve Resolution to Waiver from Competitive Bidding Requirements for Grader Transmission Repair

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

10:05:01 A.M. Recess

10:16:25 A.M. Back in Session

10:16:38 A.M. Community Development Director Deanna Walter

**10:16:45 A.M. Public Hearing Continued from (6/23/25) for Deliberation Purpose Only
Re: Amendment to Title 3, as it pertains to Chapter 3.24, Community Development Fees**
Chairman Smith opened the public hearing. Members of the public participated both in chambers and via Zoom.

10:25:02 A.M. Action

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

1. Amendment to Title 3, as it pertains to Chapter 3.24, Community Development Fees

10:29:49 A.M. PUBLIC HEARING RE:

ZTA 24-430 Amendment to Leavenworth Municipal Code for adoption of Ordinance No. 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area.
Chairman Smith opened the public hearing. Members of the public participated both in chambers and via Zoom.

10:40:29 A.M. Closed Public Hearing

- *New Notice of Public Hearing was Schedule for (7/15/25 at 10:00 a.m.)*

10:58:18 A.M. Chelan County Auditor Skip Moore

Discussion

1. Departmental Update

11:32:24 A.M. Action

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

1. Agreement with Kelley Create for New Printer Lease

11:33:31 A.M. Adjourn

Board adjourns until Monday, July 7, 2025.

Weekly Voucher Approval for Payment

<i>Current Expense</i>	\$ 113,123.77
<i>Other Funds</i>	\$ 834,224.15
<i>Total all Funds</i>	\$ 947,347.92

**CHELAN COUNTY COMMISSIONERS
MINUTES OF JULY 7&8, 2025**

MONDAY, JULY 7, 2025

09:00:12 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, Economic Services Director Ron Criddlebaugh, Public Information Officer Jill FitzSimmons, and Deputy Clerk of the Board Ana Arroyo.

09:00:42 A.M. Public Comment Period

Comments provided by the following members of the public:

- Jeff & Christine Deisler
- Marylou Housand
- Meredith Scott
- Norma Gallegos

09:18:54 A.M. Closed Public Comment

09:20:38 A.M. Consent Agenda

Upon motion and second by Commissioner Overbay and Hawkins, the Commission unanimously approves the consent agenda as follows: *Minutes for 6-30-25 & 7-1-25 Pulled*

1. Vouchers as submitted and Listed
2. Payroll Changes:
 - a) Sandra Arechiga, Superior Court Clerk – Step Increase
 - b) Allen Blackmon, District Court – Salary Increase
 - c) Jonathan Volyn, District Court – Salary Increase
 - d) Caleb Knowlton, Juvenile – New Hire
 - e) Dorian Robles, Juvenile – Promotion
 - f) Omar Sanchez, Juvenile – Promotion
 - g) Christopher Villareal, Public Works – Stipend
 - h) Brent Frank, Sheriff – Resignation

09:21:28 A.M. Board Discussion

09:31:05 A.M. Pomas Fire Briefing:

- U.S. Forest Service, Okanogan-Wenatchee National Forest

10:00:25 A.M. Recess

10:07:15 A.M. Back in Session

10:07:30 A.M. Cathy Mulhall

Discussion

1. 2026 Budget Process
2. Administrative Update

10:11:55 A.M. Action

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

1. CRDTF Vehicle Replacement
2. Approval of Laura Pippin as a Designated Crisis Responder
3. Data Access Subscription Use Agreement (Clerk) with Levey Law Group

10:36:32 A.M. Ron Cridlebaugh

Discussion

1. Correspondence from Chelan Valley Housing Trust
2. Memo: 2023 – 2025 Community Action Council contract Amendment
3. Memo: Dept. of Commerce Consolidated Homeless Grant
4. Department Update

10:45:05 A.M. Action

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

1. Chelan Valley Housing Trust Request
2. Naming of the Chelan County Rodeo Arena
3. 2023 – 2025 Community Action Council contract Amendment
4. Enter into a grant agreement for the Consolidated Homeless Funds
5. Authorize the Purchase and Sale Agreement with the Center for Alcohol and Drug Treatment

10:46:34 A.M. Recess

11:00:46 A.M. Back in Session

11:00:50 A.M. Natural Resources Director Mike Kaputa

11:01:07 A.M. Bid Opening: Chelan County Planting Project

A total of four bids were received as follows:

<i>Bidders</i>	<i>Total Bid</i>
<i>Applied Ecology</i>	\$12,246.41
<i>Ecological Services</i>	\$26,537.75
<i>Riparia Environmental</i>	\$32,962.56
<i>Glofi General Contractor LLC</i>	\$25,045.00
<i>Engineer's Estimate</i>	\$18,000 - \$28,000

11:04:50 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 Natural Resources agenda time.

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

11:05:43 A.M. Continued Departmental Discussion

11:18:26 A.M. Action

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

1. Substantial Completion with Bailey's Pro Landscaping for Icicle River Middle School Watersmart Garden Adaptive Management Project
2. Amendment to Agreement with WA Department of Natural Resources for Community Wildfire Defense Grant
3. Biennium Contract with WA Conservation Commission for Chelan County Voluntary Stewardship Program
4. Agreement with WA State Military Department Emergency Management Division for Upper Wenatchee Defensible Space Project
5. Agreement with WA State Military Department Emergency Management Division for Lake Wenatchee Wildfire Resilience Pilot Project
6. Amendment to Agreement with RLR Cultural Resources LLC for Upper Wenatchee Forest Resilience Bond Project

11:20:38 A.M. Special Presentation:

- Chelan County Voluntary Stewardship Program by Stephen Lesky

11:51:29 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 10 minutes– Public Notified

12:17:57 P.M. Back in Session

12:18:13 P.M. Recess

12:59:19 P.M. Back in Session

12:59:31 P.M. Superior Court Judges and Court Administrator Fona Sugg

01:50:14 P.M. Recess

08:59:55 A.M. Back in Session

09:00:09 A.M. Executive Session RE: Pending Litigation

Upon motion and second by Commissioners Overbay and Smith, the Commission unanimously approves to move into a 20-minute Executive Session Pursuant to RCW 42.30.110(i), to discuss with Prosecuting Attorney Robert Sealby matters relating to potential litigation.

Extend Executive Session by 5 minutes– Public Notified

09:26:15 A.M. Moved Back to Regular Session

09:26:27 A.M. Recess

09:30:07 A.M. Back in Session

09:30:20 A.M. Public Works Assistant Director Josh Patrick

09:32:16 A.M. Action

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

1. Approve Supplement No. 6 to Agreement No. 2022-03 with Pertect, Inc. for Totem Pole Road Improvement Project Phase 1, County Road Project 650 (CRP 650)
2. Approve Call for Bids – Countywide Barrier Terminals – 2025, County Road Project 751 (CRP 751)
3. Approve Call for Bids – Supplying 8B Solid Sodium Gradation Road Salt

09:36:45 A.M. Recess

10:14:47 A.M. Back in Session

10:15:08 A.M. Community Development Director Deanna Walter

Discussion

1. Department update

10:28:21 A.M. Executive Session RE: Performance of a Public Official

Upon motion and second by Commissioners Overbay and Hawkins, the Commission unanimously approved to moving into a 5-minute Executive Session pursuant to RCW 42.30.110(i), performance of a public employee.

10:34:50 A.M. Moved Back to Regular Session

10:35:45 A.M. Chelan County Assessor Chief Deputy Erin Fonville

Discussion

1. Departmental Update

10:52:31 A.M. City of Chelan Erin McCardle

11:13:59 A.M. Continued Board Discussion

11:28:02 A.M. Adjourn

Board adjourns until Monday, July 14, 2025.

Weekly Voucher Approval for Payment

<i>Current Expense</i>	<i>\$362,320.50</i>
<i>Other Funds</i>	<i>\$1,498,499.05</i>
<i>Total all Funds</i>	<i>1,860,819.55</i>

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN

ANABEL TORRES, Clerk of the Board



Employee Payroll Change Notice

EFFECTIVE DATE: 7/21/2025
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Philip Scarfo

Department Regional Justice Center

Position Title Correctional Deputy

Pay Grade S062 Pay Step Step 4

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

Account Number 150.001.52360.11.693 (required for new hires)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Scarfo will be starting on July 21, 2025 at step 4.
His monthly wages will be \$6,413.66.

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: 8/1/2026

Step 5: 8/1/2028

Step 6: 8/1/2030

Step 7: 8/1/2032

Step 8: _____

SIGNATURES

Department Authorization

Cee Sharp

Date

7-9-25

Human Resources Review

[Signature]

Date

7/9/2025

Commissioner Approval

Date



Employee Payroll Change Notice

EFFECTIVE DATE: 8/01/2025

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002316 (leave blank if new employee)

Name Donna McCrain

Department Regional Justice Center

Position Title Records Deputy

Pay Grade S051 Pay Step Step 8

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

Account Number 150.001.52360.11.678 (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

Donna McCrain is receiving her 6th Longevity Increase at 1% per the CBA. Her current rate of pay is \$5,943.42. Donna's new rate of pay is \$6,002.85.

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization

Date

7-9-25

Human Resources Review

Date

7/9/2025

Commissioner Approval

Date



Employee Payroll Change Notice

EFFECTIVE DATE: 8/01/2025
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002519 (leave blank if new employee)

Name Jennifer McGregor

Department Regional Justice Center

Position Title Education Instructor

Pay Grade P072 Pay Step Step 8

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

Account Number 150.001.52360.11.689 (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

Jennifer McGregor is receiving her 5th Longevity Increase per the CBA. Her current salary is \$8,031.44. Jeni's new salary is \$8,111.76.

STEP SCHEDULE (New Emp)

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

SIGNATURES

Department Authorization *Ces Stamp*

Date 7-9-25

Human Resources Review *[Signature]*

Date 7/9/2025

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 8/01/2025

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002917 (leave blank if new employee)

Name Tracie Schultz

Department Regional Justice Center

Position Title Control Room Deputy

Pay Grade S051 Pay Step Step 8

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

Account Number 150.001.52360.11. (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

Tracie Schultz is receiving her 3rd Longevity Increase per the CBA. Her current rate of pay is \$5,768.62. Tracie's new rate of pay is \$5,826.31.

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization Claire Sharp

Date 7-9-25

Human Resources Review [Signature]

Date 7/9/2025

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 8/01/2025
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002087 (leave blank if new employee)

Name Michael Menley

Department REGIONAL JUSTICE CENTER

Position Title SERGEANT

Pay Grade S103 Pay Step STEP 1

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

Account Number 150.001.52360.11.656 (required for new hires)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Mr. Menley will be moving into a sergeant position effective August 1, 2025. His monthly wage will be \$9,044.06.

STEP SCHEDULE (New Emp)

Step 2: 8/01/2026
Step 3: 8/01/2028
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization

Ces Stamp

Date

7-9-25

Human Resources Review

[Signature]

Date

7/9/2025

Commissioner Approval

Date



Employee Payroll Change Notice

EFFECTIVE DATE: 07-11-25
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006238 (leave blank if new employee)
Name Sean Lewis
Department Prosecuting Attorney
Position Title Deputy Prosecuting Attorney
Pay Grade PW29 Pay Step 7
Status Full Time Union Nonbarg
(full time, part time, temp)
Account Number 010.140.51535.11.426 (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 _____
Human Resources Review _____
Commissioner Approval _____

Date 07-07-25
Date 7/9/2025
Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 08/04/2025

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Kyle Talley

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

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

Account Number 010.145.52122.11.502 (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

Kyle is being hired on as a lateral deputy and is being credited with six years of prior fully commissioned law enforcement experience. Per the Commissioned Deputy CBA, Article 15, his annual leave bank shall be credited with 72 hours of leave and his sick leave bank shall be credited with 48 hours of leave.

Base Monthly Salary: \$ 8,735.59

Future Longevity pay increases:

10-15 years - 1% - 2029 (credited with 6 years prior LE service)

15-20 years - 2% - 2034

20-25 years - 3% - 2039

25+ years - 4% - 2044

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 7/8/2025

Human Resources Review [Signature]

Date 7/9/2025

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 07/31/2025
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 000930 (leave blank if new employee)

Name Sean Duke

Department Sheriff

Position Title Code Enforcement Deputy

Pay Grade S065 Pay Step 8

Status Full Time Union Specially Commissioned 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 7/31/2025, Sean Duke will retire from the Sheriff's Office.

Last day is 7/31/2025
1st Day of retirement is 8/1/25

STEP SCHEDULE (New Emp)

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

SIGNATURES

Department Authorization [Signature]

Date 7/9/25

Human Resources Review [Signature]

Date 7/9/2025

Commissioner Approval _____

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 J. Michael Gallagher. The Subscriber's address is 1203 West Main Street, Monroe, WA 98272, e-mail address frontdesk@seattlelawcenter.com, phone number 360-794-7531.

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.

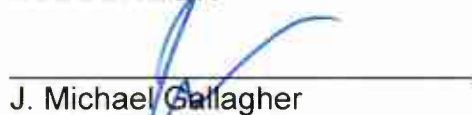
13. SIGNATURES: The parties hereto, having read this Agreement in its entirety, do agree thereto in each and every particular.

CHELAN COUNTY CLERK


Martin D. Young, Clerk

DATE: 7/7/2025

SUBSCRIBER


J. Michael Gallagher

DATE: 7/3/2025

BOARD OF CHELAN COUNTY COMMISSIONERS

CHAIRMAN

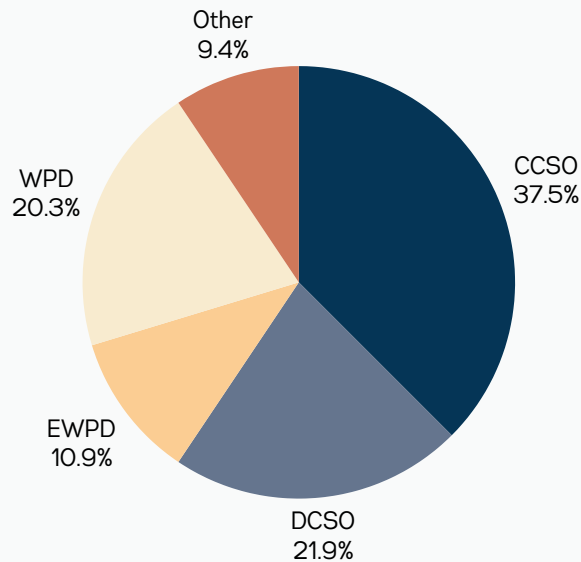
DATE: _____



JUNE 2025 BHU REPORT

- 389 Encounters
- 70 Referrals
- 6 Encounters per participant
- Average of 8minutes per call

- 2 Veterans Served
- 55% Male/45% Female
- 10% Weapon Flag, 13.3% Violence Flag
- 6% Unhoused
- 98801: 77.4%, 98802: 20.9%, 98815: 1.7%



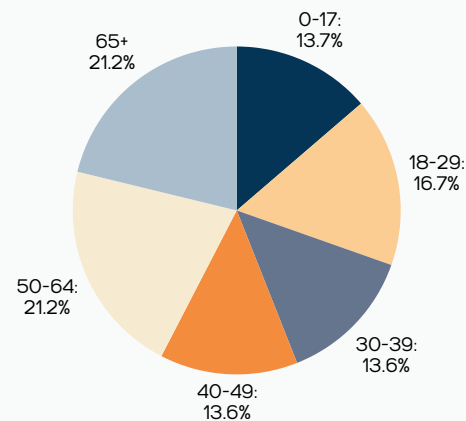
Referral Source

CCSO:	37.5%
WPD:	20.3%
DCSO:	21.9%
EWPD:	10.9%
Other:	9.4%*

- Ballard, VSO, Rivercom

Ages:

0-17:	13.7%
18-29:	16.7%
30-39:	13.6%
40-49:	13.6%
50-64:	21.2%
65+:	21.2%

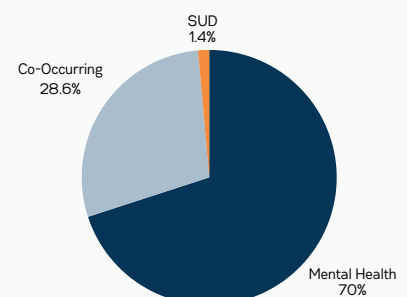


Proactive/Reactive:



Service Type:

Mental Health	70%
Co-Occuring	28.6%
SUD	1.4%



BOCC Agenda
July 14, 2025

10:30am Economic Services Director

Ron Cridlebaugh

Discussion

1. Appointment of Anthony Medina to LTAC
2. Executive Session – Real Estate
3. Department Update

Action

1. Appointment of Anthony Medina to LTAC

RESOLUTION NO. 2025-_____

Appointment to the Lodging Tax Advisory Committee.

WHEREAS, the Chelan County Lodging Tax Advisory Committee was established by resolution No. 97-151 on December 1, 1997 and re-established by resolution in January 27, 2014 by resolution 2014-11; and

WHEREAS, RCW 67.28.1817 states the Lodging Tax Advisory Committee must have an equal number of revenue generating businesses and organizations funded by the revenue; and

WHEREAS, the Board of Chelan County Commissioners desire to appoint an equal number of revenue generating businesses and organizations funded by the revenue in each Commissioner district for a total of six members; and

WHEREAS, the Board of Chelan County Commissioners desire to appoint members to serve on the committee from unincorporated areas of Chelan County; and

WHEREAS, the three-year committee terms shall be staggered with two committee member's terms expiring each year; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Chelan County Commissioners appoints Anthony Medina to serve on the Lodging Tax Advisory Committee representing Commissioner District 3 with the term expiring May 31, 2027.

DATED at Wenatchee, Washington this 19th day of May 2024.

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN

ATTEST

KEVIN OVERBAY, COMMISSIONER

Anabel Torres
Clerk of the Board

BRAD HAWKINS, COMMISSIONER

BOARD OF CHELAN COUNTY COMMISSIONERS

Chelan County Natural Resource Department
BOCC Agenda
July 14, 2025

Discussion

1. Award Chelan County Planting Project to Applied Ecology
2. Icicle Creek Instream Flow Rule Amendment/Commissioner Smith to Sign Icicle Work Group Letter
3. Applicant Authorization for 2025 Salmon Recovery Funding Board Grant Applications
4. Contract Change with Aspect Consulting for 2025 Water Management Program Assistance
5. Contract Change with Aspect Consulting for Icicle Work Group Technical Assistance
6. Interlocal Agreement with City of Leavenworth for River Recreation Management
7. Professional Services Agreement with EK Consulting for River Recreation Public Outreach and Stakeholder Engagement
8. Contract Modification with Parr Excellence for Mission Creek Fish Barrier Removal Project
9. Other

Action

1. Award Chelan County Planting Project to Applied Ecology
2. Icicle Creek Instream Flow Rule Amendment/Commissioner Smith to Sign Icicle Work Group Letter
3. Applicant Authorization for 2025 Salmon Recovery Funding Board Grant Applications
4. Contract Change with Aspect Consulting for 2025 Water Management Program Assistance
5. Contract Change with Aspect Consulting for Icicle Work Group Technical Assistance
6. Interlocal Agreement with City of Leavenworth for River Recreation Management
7. Professional Services Agreement with EK Consulting for River Recreation Public Outreach and Stakeholder Engagement
8. Contract Modification with Parr Excellence for Mission Creek Fish Barrier Removal Project

**Chelan County
Natural Resource Department
Monday, July 14, 2025**

To: Chelan County Commissioners
Wenatchee, Washington

From: Hannah Pygott, Senior Natural Resource Specialist

RE: Chelan County Planting Project
Recommendation to Award (Action Item)

Commissioners:

On Monday, July 7th, 2025 the Chelan County Commissioners received Bid Proposals from four (4) Contractors for the above referenced Project. Bid Proposal were publicly opened and read aloud at 11:00 AM. There were four bid schedules for this project; Base Bid, Additive 1, Additive 2, and Additive 3 with highest priority of award being the lowest combined bid total of all four, contingent on available funding. Applied Ecology, of Seattle WA, was the apparent low bidder with a combined (Base Bid: \$3,149.75 + Additive 1: \$806.10 + Additive 2: \$5,227.25 + Additive 3: \$3,062.80) bid total of \$12,245.90 (excluding w.s.s.t.). Following review of the Contractors Bid Proposal and accompanying documents, all items were found to be satisfactory.

Based on the foregoing, recommendation is as follows:

Recommendation

It is recommended that the Chelan County Board of Commissioners award all bid schedules (Base Bid, Additive Bid 1, Additive Bid 2, and Additive Bid 3 for the “Chelan County Planting Project” to Applied Ecology in the amount of \$ 12,245.90 (excluding w.s.s.t.), and authorize the issuance of “Notice of Award” dated: Monday, July 14, 2025.

Following issuance of the referenced “Notice of Award”, the Contractor shall have ten (10) calendar days to submit all pre-contract documentation noted as follows:

1. Acknowledgement of Receipt of “Notice of Award”.
2. Contractor fully executed Agreement.
3. One fully executed Performance Bond.
4. One fully executed Payment Bond.
5. Insurance documentation as required by the Contract Documents.

Upon receipt of the forgoing documents, said documents will be reviewed by staff for completeness and by the Prosecuting Attorney for insurance and bonding validity. Following satisfactory reviews, the Agreement will be presented to the Board of Commissioners with recommendation to execute, and a request for authorization to Issue a “Notice to Proceed”.

Respectfully Submitted,



Hannah Pygott, Senior Natural Resource Specialist



December 12, 2024

Via email: ria.berns@ecy.wa.gov

Ms. Ria Berns
Washington State Department of Ecology
Water Resources Program Manager
P.O. Box 47600
Olympia, WA 98504-7600

Re: Icicle Creek Instream Flow Rule Amendment

Dear Ms. Berns:

The Icicle Work Group (IWG) respectfully requests that the Department of Ecology (Ecology) place a proposal to amend WAC 173-545-090(1)(d)(iv) at the top of Ecology's rulemaking queue for amendments to existing instream flows set by rule. The IWG has collectively agreed that Ecology should amend WAC 173-545-090(1)(d)(iv) to provide that the additional 0.4 cubic feet per second (cfs) in Icicle Creek near Leavenworth reserved for future surface and groundwater uses be released as follows:

- Release 0.2 cfs of the reservation in WAC 173-545-090(1)(d)(iv) for use by Chelan County and the City of Leavenworth in accordance with the Interlocal Agreement between those two entities upon completion of the Cascade Orchard Irrigation Company project.
- Release the remaining 0.2 cfs of the reservation in WAC 173-545-090(1)(d)(iv) for use by Chelan County and the City of Leavenworth in accordance with the Interlocal Agreement between those two entities upon completion of the Eightmile water right donation to instream flow plus completion of either (1) the Icicle Strategy automation project at Eightmile and Klonaqua Lakes or (2) execution of trust water right agreement resulting from the Icicle Peshastin Irrigation District conservation project.

The IWG agrees that completion of the projects identified above, along with a suite of completed projects attributable to the Icicle Strategy that improve fish habitat in Icicle Creek such as the Leavenworth Nation Fish Hatchery Surface Water Intake Fish Screens and Fish Passage Project, the Icicle Creek Boulder Field Fish Passage Improvement Project, Boulder Field, Icicle Peshastin Irrigation District Fish Screen Project and City of Leavenworth Fish Screen Project (please find more information at www.iciclestrategy.com/projects) and the ability of the IWG to monitor and manage instream flow from Icicle Strategy projects, constitute "completion of flow restoration efforts targeting habitat between the city of Leavenworth and Icicle Irrigation District's point of diversion and the U.S. Fish and Wildlife Service hatchery return" as required for release of the 0.4 cfs reservation in WAC 173-545-090(1)(d)(iv).

The IWG is hard at work completing all of the projects described above and believes that they may be completed before or during Ecology's Instream Flow Rule Amendment process, such that it is possible that the entire 0.4 cfs reserve could be released upon completion of Ecology's rule amendment process.

While the IWG would like Ecology to pursue a rule amendment for WAC 173-545-090(1)(d)(iv) based on the above described projects, the IWG is not just stopping there and has agreed to continue working collaboratively to identify new habitat projects and to identify a suite of projects to secure additional water for instream flow in Icicle Creek as a buffer to worst case scenario climate change projections.

Please do not hesitate to let us know if you have any questions or need additional information from the IWG.

Department of Fish and Wildlife
Icicle Workgroup Member

Chelan County Natural Resource Dept.
Co-convener, Icicle Workgroup

Confederated Tribes of the Colville Reservation
Icicle Workgroup Member

Confederated Tribes of the Yakama Nation
Icicle Workgroup Member

US Fish and Wildlife Service – Leavenworth
National Fish Hatchery, Icicle Workgroup Member

US Bureau of Reclamation
Icicle Workgroup Member

US Forest Service
Icicle Workgroup Member

City of Leavenworth
Icicle Workgroup Member

Icicle Peshastin Irrigation District
Icicle Workgroup Member

Cascade Orchard Irrigation District
Icicle Workgroup Member

Icicle Creek Watershed Council
Icicle Workgroup Member

Washington Water Trust
Icicle Workgroup Member

Trout Unlimited
Icicle Workgroup Member

Cascade Conservation District
Icicle Workgroup Member

Daryl Hardon, Agricultural Representative
Icicle Workgroup Member

Mel Weythman, Agricultural Representative
Icicle Workgroup Member

cc: Tom Tebb, Ecology, Office of Columbia River
Melissa Downes, Ecology, Office of Columbia River
Dave Christensen, Ecology, Water Resources Program
Danielle Gallatin, Ecology, Water Resources Program



Applicant Resolution/Authorization

Organization Name (sponsor) Chelan County Natural Resource Department

Resolution No. or Document Name 2025 Salmon Recovery Grant Requests

Project(s) Number(s), and Name(s) 25-1210; 25-1215; 25-1216; 25-1226; and 25-1227

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Mike Kaputa, Director - Chelan Co. Natural Resource Department
Project contact (day-to-day administering of the grant and communicating with the RCO)	CCNRD staff including Mike Kaputa, Scott Bailey, Bryan Maloney, Mike Kane, Matt Holland, Sofia Bjorklund, Lorie Wiseman
RCO Grant Agreement (Agreement)	Chelan County Commissioners
Agreement amendments	Chelan County Commissioners
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Chelan County Commissioners

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.




Contract Change

Client: Chelan County Natural Resources Department Attn: Mary Jo Sanborn 411 Washington Street Suite 201 Wenatchee, WA 98801	Date: July 8, 2025
	Change No.: 3
	Project No.: 120045-027D
Project Name: 2025 Chelan County Water Management Program Assistance	
Subject: Water Supply On-call Contract	

Description of Change	Cost
<p>Aspect Consulting (Aspect) is assisting Chelan County Natural Resources Department (Chelan County) with implementation of its Water Mitigation Program. This Contract Change proposes to authorize a not-to-exceed budget of \$75,000 for providing CCNRD with water supply support through 2025.</p> <p>Efforts under this on-call scope will be performed at the direction of CCNRD, and may include but are not limited to:</p> <ul style="list-style-type: none">• Water supply support and strategy development, particularly in high priority basins including Lake Chelan, Mission, Chumstick and Entiat• Support for building permit applications and water mitigation certificates• Review of water rights for potential County acquisition• Riverbank software support and technical assistance and monthly Riverbank hosting charge• Reserve accounting reports to the Department of Ecology• Grant application support for CCNRD water supply projects• General outreach support (e.g., County Commissioner presentations, FAQs, website materials, stakeholder communication) <p>Aspect will keep CCNRD apprised of the budget status on a monthly basis, and submit a contract change for additional budget if needed.</p>	<p>Time and Materials, Not to Exceed:</p> <p>\$75,000</p>

This change amends Contract Order No. 3 between Aspect Consulting, LLC and Client dated December 6, 2023. Except as amended above, all terms and conditions of contract apply to this contract change.

ASPECT CONSULTING	By: 
	Printed Name: Daniel R. Haller, P.E., CWRE Senior Principal Water Resources Engineer
CLIENT	By:
	Printed Name/Date:

Contract Change

Client: Chelan County Natural Resources Department 316 Washington Street, Ste. 401 Wenatchee, WA 98801					Date: June 11, 2025																																			
					Change No.: 3 to CO03																																			
					Project No.: AS1200458B-028																																			
Project Name: Chelan County Technical Assistance - Icicle Strategy (2023-2025)																																								
Description of Change					Cost																																			
<p>Aspect Consulting (Aspect) a Geosyntec company, is assisting Chelan County Natural Resources Department (County) with implementation of the Icicle Strategy under a grant from the Department of Ecology Office of Columbia River (October 2023- October 2025).</p> <p>This Contract Change 3 is intended to increase the budget under Task 4 – Alpine Lakes Automation and Design by \$50,000 to account for additional costs associated with radio communication testing, preparation of a QAPP amendment, and implementation of the Alpine Lakes QAPP data collection efforts during the 2025 lake release season.</p> <p>The updated task budgets are shown in Table 1 below.</p> <p>Table 1. Budget Summary</p> <table><tr><th>Task</th><th>Original Budget</th><th>Contract Change 1</th><th>Contract Change 2</th><th>Contract Change 3</th></tr><tr><td>1 - On-Call Technical Support</td><td>\$150,000</td><td>\$190,000</td><td>\$190,000</td><td>\$190,000</td></tr><tr><td>2 - Water Conservation/Irrigation Efficiencies</td><td>\$180,000</td><td>\$175,000</td><td>\$175,000</td><td>\$175,000</td></tr><tr><td>3 - Leavenworth National Fish Hatchery Technical Assistance</td><td>\$367,000</td><td>\$367,000</td><td>\$267,000</td><td>\$267,000</td></tr><tr><td>4 - Alpine Lakes Modernization and Automation and Decision Support</td><td>\$100,000</td><td>\$100,000</td><td>\$200,000</td><td>\$250,000</td></tr><tr><td>5 - Tribal Adaptive Management Program</td><td>\$25,000</td><td>\$30,000</td><td>\$30,000</td><td>\$30,000</td></tr><tr><td>Total</td><td>\$822,000</td><td>\$862,000</td><td>\$862,000</td><td>\$912,000</td></tr></table>					Task	Original Budget	Contract Change 1	Contract Change 2	Contract Change 3	1 - On-Call Technical Support	\$150,000	\$190,000	\$190,000	\$190,000	2 - Water Conservation/Irrigation Efficiencies	\$180,000	\$175,000	\$175,000	\$175,000	3 - Leavenworth National Fish Hatchery Technical Assistance	\$367,000	\$367,000	\$267,000	\$267,000	4 - Alpine Lakes Modernization and Automation and Decision Support	\$100,000	\$100,000	\$200,000	\$250,000	5 - Tribal Adaptive Management Program	\$25,000	\$30,000	\$30,000	\$30,000	Total	\$822,000	\$862,000	\$862,000	\$912,000	<p>Time and Materials: \$50,000</p> <p>See Table 1 for task budget changes.</p>
Task	Original Budget	Contract Change 1	Contract Change 2	Contract Change 3																																				
1 - On-Call Technical Support	\$150,000	\$190,000	\$190,000	\$190,000																																				
2 - Water Conservation/Irrigation Efficiencies	\$180,000	\$175,000	\$175,000	\$175,000																																				
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4 - Alpine Lakes Modernization and Automation and Decision Support	\$100,000	\$100,000	\$200,000	\$250,000																																				
5 - Tribal Adaptive Management Program	\$25,000	\$30,000	\$30,000	\$30,000																																				
Total	\$822,000	\$862,000	\$862,000	\$912,000																																				
Summary of Contracts					Authorized Budget																																			
Contract Order #3	Technical Assistance - Icicle Strategy (2023-2025)				\$822,000																																			
Contract Change #1					\$40,000																																			
Contract Change #2					No change																																			
Contract Change #3					\$50,000																																			
Total Authorized Budget					\$912,000																																			

Contract Change No. 3
Project No. AS1200458B-028

This change amends Contract Order No. 3 between Aspect Consulting, LLC and Client dated October 23, 2023. Except as amended above, all terms and conditions of contract apply to this contract change.

**ASPECT CONSULTING,
A GEOSYNTEC COMPANY**

By:



Printed Name: Daniel R. Haller, PE
Senior Principal Water Resources Engineer

CLIENT

By:

Printed Name/Date:

S:\Chelan County Natural Resources Dept\Project 120045\Contracts\Proposal Material\Finalized Contracts and Proposals\CO03_CC03_20250611_AS1200458B-028_ChelanNRDTechAssistance\cicleStrategy.docx

AFTER RECORDING RETURN TO:

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LEAVENWORTH
AND CHELAN COUNTY
FOR RIVER RECREATION MANAGEMENT**

THIS AGREEMENT is made and entered into this 2nd day July, of 2025 by and between the CITY OF LEAVENWORTH, a Washington municipal corporation, hereinafter referred to as the "City," and CHELAN COUNTY, a Washington municipal corporation, hereinafter referred to as the "County," both of which are located in and existing under the laws of the State of Washington.

WHEREAS, Chapter 39.34 RCW the Interlocal Cooperation Act provides authority to enter into such agreements; and

WHEREAS, The City and the County have concluded that each needs a River Recreation Manager ("RRM") to provide for the health, safety, and welfare of the community and use of Icicle Creek and the Wenatchee River.

WHEREAS, the County has or will hire an RRM and agrees to provide River Recreation Manager Services to the City.

NOW, THEREFORE, it is mutually agreed as follows:

A. Employee. The RRM will at all times remain the full-time employee of the County and will receive compensation and benefits solely from the County.

B. Duration - Termination – Effective Date.

1. Duration of Agreement. This Agreement shall be effective June 1, 2025, and shall remain in effect to December 31, 2025.

2. Termination. Either party reserves the right to suspend or terminate the Agreement on thirty (30) days' written notice. If terminated or suspended, the County shall continue to provide the City with RRM services until such time as the City is able to identify and

secure a replacement source for RRM services, or for sixty (60) days, whichever occurs first.

Upon termination of this Agreement, the County shall deliver to the City all property (including keys, records, and equipment) that is in the possession or under the County's control which is the City's property or related to the City's business (such as notes and data memoranda).

C. Job Description. The County has prepared a position description for the position of River Recreation Manager describing the position purpose, examples of services to be provided to the City, desirable skills/knowledge/abilities, and desirable education/training/experience which is attached as **Exhibit A**.

D. Training. The County agrees to provide for the training/education of the RRM to meet the position requirements herein stated including Exhibit A.

E. The County agrees to cooperate reasonably with the City so as to cause the efficient and prompt execution of duties and services herein described.

F. Scope of Services.

1. The scope of services contemplated by this Agreement shall include those services described in **Exhibit A**.

2. If the RRM is on vacation or unavailable, the County is responsible to provide coverage and/or alternative RRM Services to the City consistent with **Exhibit A**.

G. Office Space. The parties hereto agree that RRM shall be provided office space and equipment at the County's facilities and shall be accessible to the City by phone and other reasonable means.

H. The parties intend that during the performance of this Agreement:

1. When performing services for the City, the RRM is a representative of the City. He/she is vested with the authority to control and direct the performance of the details of the work, under the direction of the City Administrator or his/her assigns, subject to applicable law and the scope of services. Services for the City must meet the reasonable approval of the City.

I. Neither the County nor City shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

J. In the event that there is, in the City's opinion, the need for additional services than those listed in **Exhibit A**, The City shall request an amendment to this Agreement and **Exhibit A**. Any amendment shall be in writing and approved in writing by County.

K. Compensation/ Payment of Fees/Access to records.

1. The City shall contribute up to \$50,000 in 2025 to assist the County in funding the RRM position based on actual hours of services. The City shall pay the County for RRM Services, based on the hours of actual services rendered, at 50% of the fully burdened hourly rate of the RRM, up to \$25,000 in 2025, invoiced no more frequently than monthly. The remaining \$25,000 may be utilized for contractual services and infrastructure improvements agreed upon between the City and County as being beneficial to shared river recreation management goals. Contractual services shall be procured using the County's established procurement process and approved by the City Administrator.

2. Each party may, at reasonable times, inspect the books and records of the other party relating to performance of this agreement. Each party shall keep all records required by this agreement for five years after termination of this agreement for audit or inspection by the other party.

L. The RRM shall not have the right to make any contracts or commitments for or on behalf on the City without first obtaining the express written consent of the City Administrator and as properly authorized by the City Council. Said commitments include, but are not limited to those involving monetary and/or performance obligations.

M. Discipline. The City Mayor may immediately terminate this agreement and remove the RRM from services for Leavenworth in the event the City believes the RRM has engaged in conduct requiring disciplinary action while providing services to the City. However, only the County may take disciplinary action under this Agreement. Each party will cooperate fully in the investigation of any disciplinary matter and Leavenworth may recommend disciplinary action to the County, but Leavenworth shall have no right to subject the RRM to disciplinary action.

N. Legal Relations. The City and the County shall remain responsible for their respective jurisdictions. No liability shall attach to either party by reason of entering into this Interlocal Agreement except as expressly provided in this agreement.

O. Liability for Indemnification and Defense from Third Party Claims. The parties agree that ultimate financial liability for the negligent tortious actions of the RRM arising from services for the City of Leavenworth within the scope of services shall belong to the City of Leavenworth who has requested the use of the RRM. This general agreement on liability sharing is subject to the following terms and conditions:

1. Hold Harmless. The City agrees to hold harmless, indemnify and defend the County and its officers, officials, the RRM and employees from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of RRM within the scope of services and the actions or inactions of the City, its officers, officials and employees while providing services to the City.

The County agrees to hold harmless, indemnify and defend the City and its officers, officials, and employees from any loss, claim or liability arising from or out of the negligent

tortious actions or inactions of RRM and the actions or inactions of the County, its officers, officials and employees while providing services to the County or while acting for City but outside the scope of services.

2. Nothing Herein Shall Require or be Interpreted to:

- i. Waive any defense arising out of RCW Title 51.
- ii. Limit or restrict the ability of either Party or employee or legal counsel for either Party or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
- iii. Cover or require indemnification or payment of any judgment against any individual or party for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or party. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

3. Pre-Existing Claims or Lawsuits. For purposes of claims or lawsuits which predate this agreement or the occurrence which gave rise to said claim or lawsuit predates this agreement, it is the intention of the parties that those claims and lawsuits be handled, processed and paid as though the terms of this agreement were in full force and effect at the time of the occurrence which gave rise to the claim or lawsuit.

4. Insurance Coverage. Each party shall provide evidence of and shall maintain liability insurance or coverage for potential liabilities arising from this Agreement. Insurance limits or coverage shall be at least \$5 Million per occurrence and \$5 million aggregate for personal injury and property damage. The City of Leavenworth's insurance shall be considered primary for RRM Services provided to Leavenworth within the scope of services. The County's insurance shall be considered primary for RRM Services provided to the County. Such insurance coverage may be provided by a self-insurance program or an insuring agreement with an entity such as WCIA.

5. Industrial Insurance. The County shall be fully responsible for coverage and payment of premiums for said employees under the Industrial Insurance Act for all services provided to both parties of this agreement. Both County and City waive the immunity of Title 51 RCW with regard to the indemnity provisions of this Section O.

P. Notices. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

CITY OF LEAVENWORTH
Attn: Matthew Selby, City Administrator
700 US Hwy 2
PO Box 287
Leavenworth, WA 98226

CHELAN COUNTY
Attn: Mike Kaputa, Natural Resources
Director
411 Washington Street
Suite 201
Wenatchee, WA 98801

With a copy to:

THOMPSON, GUILDNER &
ASSOCIATES, INC., P.S.
Attn: Thom Graafstra
110 Cedar Avenue, Ste 102
Snohomish, WA 98290

Q. Waiver. Waiver by either Party of the right to strict performance of any provision of this Agreement or redress for any breach thereof shall not constitute a waiver of any other provision or breach.

R. Attorney's Fees and Costs. In the event of any action to enforce any provision of this agreement, each party shall pay its respective attorneys fees and costs

S. Amendment / Modification. This Agreement may be altered or amended only by the written agreement of the parties.

T. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter herein and shall supersede all prior agreements, oral or otherwise.

U. Severability. The invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of the Agreement, which shall remain in full force and effect and shall be interpreted and enforced as if such portion did not appear.

V. Recording. The parties shall file this Agreement with the Chelan County Auditor pursuant to RCW 39.34.040.

CITY OF LEAVENWORTH

DocuSigned by:
By Carl Florea
Carl J. Florea, Mayor

CHELAN COUNTY

By _____

ATTESTED TO:

Signed by:
By Andrea Fischer
Andrea Fischer, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By Thom Graafstra
Thom H. Graafstra, City Attorney



EXHIBIT "A"
POSITION DESCRIPTION

Leavenworth River Recreation Manager

Job Description/Scope of Work

March 2025

Background:

The *River Recreation Management Plan for the Wenatchee River and Icicle Creek Near Leavenworth* was completed in December 2023 through a collaborative effort between the City of Leavenworth and Chelan County Natural Resource Department. The Plan was developed utilizing survey data and community input collected over a period of three years. The overarching goals identified in the river recreation management plan are as follows:

1. Identify and develop possible infrastructure improvement projects to address issues identified in the 2020 survey at launch and take out sites.
2. Identify responsible parties and possible pathways to address issues identified for river recreation while users are on the water in order to:
 - maintain and enhance habitats to ensure continued survival of wild salmon runs below the USFWS fish hatchery
 - reduce (or eliminate) impacts by recreational users on riparian habitats; and
 - maintain the river system as a valuable and usable habitat for wildlife species and reduce conflicts between humans and wildlife.

The Plan outlines recommended strategies for achieving the goals above, and also highlights the need for a River Recreation Manager who could address river recreation management priorities, develop education and outreach materials, develop recommended policy and regulatory mechanisms to address recreation impacts, and develop and support implementation of infrastructure projects.

Position Description:

The River Recreation Manager position will support the implementation of the 2023 River Recreation Management Plan by working with City of Leavenworth and Chelan County officials and as well as local stakeholders. City and County staff and local stakeholders will provide guidance on implementation priorities, and the River Recreation Manager will be responsible for moving priority projects forward. The primary duties of the River Recreation Manager are as follows:

- Coordinate River Recreation Management steering committee consisting of City of Leavenworth and Chelan County staff, Leavenworth City Council Members, Chamber of Commerce, Cascade Medical Center, Chelan County Sheriff's Office, US Fish and Wildlife Service, community members, commercial outfitters, emergency responders, etc. This group was formed during the 2020-2023 planning process and will continue to be involved in plan implementation
- Identify and develop proposals for grant funding for implementation of priority

infrastructure/outreach projects related to River Recreation Management

- Oversee design, permitting, and implementation of River Access Infrastructure (in coordination with City of Leavenworth staff and other landowners)
- Work with agencies to assess environmental impacts associated with river recreation use and identify restoration opportunities and options for reducing ecological damage
- Investigate feasibility and legality of a registration/fee system to generate revenue for management and river protection/restoration
- Develop and oversee transportation solutions such as the River Shuttle and parking options to address issues around parking
- Work with the Chamber of Commerce and emergency response to develop outreach materials for general river awareness and river safety
- Develop projects to improve river safety such as signage, life jacket stations, and removal of hazardous materials (pilings, relic metal, etc.)
- Develop recommended policy and regulatory mechanisms to address river recreation impacts
- Attend public outreach events to inform the community about River Recreation Management activities

The position will be overseen by Chelan County Natural Resource Department, with the expectation that the incumbent will work closely with City of Leavenworth staff on planning and implementation.

The Leavenworth River Recreation Manager will focus on the following aspects of the River Recreation Management Plan in 2025:

- Develop informational website for Leavenworth River Recreation Guidelines
- Reconvene River Recreation Planning Committee and facilitate committee meetings
- Develop and implement additional signage at put-ins and take-outs
- Parking: Assess current use and parking alternatives
- Help coordinate River Shuttle
- Icicle River low flow closure- coordinate with USFWS/LNFH
- Remove hazardous material from Mill Pond Dam and river pilings
- Assess riparian erosion and put-in and take-out sites, develop water quality funding proposals
- Develop monitoring plan tied to issues identified in Management Plan to track progress over time



Professional Services Agreement

This Professional Services Agreement ("Agreement") is made and entered into as of June 9, 2025 ("Effective Date") by and between EK Consulting Inc. ("Service Provider"), a professional services firm organized under the laws of Washington state with a principal place of business in Leavenworth, Washington and Chelan County Natural Resources Department ("Client"), with a principal place of business at 411 Washington St #201, Wenatchee, WA 98801. The Service Provider and Client may be referred to individually as a "Party" or collectively as the "Parties."

1. Scope of Services

- 1.1. The Service Provider agrees to perform professional services described below hereto ("Services").
- 1.2. The Service Provider will provide the Services using reasonable care and skill in accordance with industry standards.
- 1.3. Each workstream and related deliverable will be scoped and agreed upon before delivery. Any modifications to the Services will be agreed upon in writing by both Parties.

Description of Services

Chelan County & City of Leavenworth River Recreation Management Plan Public Outreach

In 2023, Chelan County and the City of Leavenworth completed the River Recreation Management Plan (RRMP) for the Wenatchee River and Icicle Creek corridor near Leavenworth. With implementation now underway, EK Consulting will support public education and outreach to facilitate successful awareness and implementation of the RRMP. Services may include, but are not limited to, the following:

1. Outreach Strategy & Implementation

EK Consulting will help support outreach activities surrounding the implementation of the RRMP. This work will involve:

- Crafting clear, consistent messaging and positioning around plan goals and benefits, and addressing topics including river safety and etiquette, parking and shuttle guidance, etc.
- Identifying and coordinating outreach with partnering organizations such as the City of Leavenworth, US Fish and Wildlife Service, commercial operators, and Chamber of Commerce Recreation Ambassadors
- Selecting effective outreach channels and delivery methods (e.g., social media, community events, information kiosks, signs)

2. Content Development & Production

EK Consulting will create engaging digital and print materials to support public outreach. Content will be developed in alignment with the outreach strategy and may include:

- Copywriting, graphic design, and layout services
- Production and distribution of signage, flyers, maps, and online materials
- Quantities and types of materials will be determined collaboratively, within budget parameters

3. Public Listening & Feedback Mechanisms

The community provided input on the RRMP in 2020 and 2023. To ensure ongoing responsiveness, EK Consulting will help formalize tools and processes for soliciting public input, gathering feedback, and tracking issues or opportunities during plan implementation. This may include surveys, attending community forums, or utilizing partner feedback tools.

4. Stakeholder Engagement & Facilitation

EK Consulting will participate in and, if needed, facilitate collaborative sessions with key stakeholders, including Chelan County, the City of Leavenworth, the US Fish and Wildlife Service, the Leavenworth Chamber of Commerce, private recreation operators, and community member stakeholders. This includes preparing meeting materials, documenting discussions, and managing follow-up actions to ensure strong coordination and effective information-sharing.

5. Other tasks as needed to support project goals

EK Consulting may provide additional support, including facilitating communication among partner organizations, presentations to partner groups and the public, on-the-ground tasks to support project objectives (e.g., interacting with recreationists in the field), and grant application support.

2. Term of Agreement

2.1. This Agreement shall commence on the Effective Date and shall continue until December 31, 2025, unless terminated earlier as provided herein.

3. Compensation

3.1. Client agrees to pay the Service Provider an amount not to exceed \$5,000 for the Services (not including supplies).

3.2. Services will be charged at an hourly rate of \$165/hr., travel will be charged at \$0.70/mile.

3.3. Invoices will be issued monthly and are payable within 30 days of receipt.

3.4. Any reasonable and pre-approved expenses incurred by the Service Provider in the performance of the Services will be reimbursed by Client.

4. Confidentiality

4.1. The Service Provider agrees not to disclose any Confidential Information (as defined below) to any third party without Client's prior written consent.

4.2. "Confidential Information" means all information, whether written or oral, disclosed by Client to the Service Provider that is designated as confidential or that should reasonably be understood to be confidential.

5. Intellectual Property

5.1. Any deliverables or work products developed or created by the Service Provider in connection with the performance of the Services will be the sole and exclusive property of Client, unless otherwise agreed in writing.

5.2. The Service Provider retains the right to use pre-existing tools, methodologies, and intellectual property, provided that no Client Confidential Information or Client intellectual property is included.

6. Independent Contractor

6.1. The Service Provider is an independent contractor and shall not be considered an employee or agent of Client.

6.2. The Service Provider shall have no authority to bind Client in any manner.

7. Termination

7.1. Either Party may terminate this Agreement with 30 days' written notice to the other Party.

7.2. Either Party may terminate this Agreement immediately if the other Party breaches a material provision of this Agreement and fails to cure such breach within 10 days of receiving written notice of the breach.

7.3. In the event of termination, the Service Provider will be paid for all Services performed and reimbursable expenses incurred up to the effective date of termination.

8. Indemnification

8.1. Client agrees to indemnify, defend, and hold harmless the Service Provider from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorney's fees) arising out of or in connection with the performance of the Services, unless such claims, liabilities, damages, losses, or expenses are caused by the gross negligence or willful misconduct of the Service Provider.

9. Limitation of Liability

9.1. In no event shall either Party be liable for any indirect, incidental, special, or consequential damages, including loss of profits, arising out of or in connection with this Agreement, even if advised of the possibility of such damages.

9.2. Aggregate liability of the Service Provider to Client for any claims arising out of or in connection with this Agreement shall not exceed the total amount paid by Client to the Service Provider under this Agreement.

10. Governing Law and Dispute Resolution

10.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws principles.
10.2. Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiation between the Parties. If the dispute cannot be resolved through negotiation, it shall be submitted to mediation before resorting to litigation.

11. Miscellaneous

11.1. Entire Agreement: This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, arrangements, or understandings.
11.2. Amendments: Any amendment or modification to this Agreement must be made in writing and signed by both Parties.
11.3. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
11.4. Assignment: Neither Party may assign this Agreement without the prior written consent of the other Party.
11.5. Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified or registered mail, or sent by a recognized overnight courier service.

IN WITNESS WHEREOF, the Parties hereto have executed this Professional Services Agreement as of the Effective Date.

EK Consulting

By: Mandy Maxwell
Name: Mandy Maxwell
Title: President
Date: June 18th, 2025

Chelan County Natural Resources

By: _____
Name: _____
Title: _____
Date: _____



Contract Modification #1

Effective Date of Modification: June 30, 2025

Original Agreement made as of February 26, 2025

Between Client: Chelan County Natural Resource Department
422 Washington Street
Suite 201
Wenatchee, WA 98801

And Ecosystem Restoration Services, dba Parr Excellence
302 W Steuben St. #6
Bingen, WA 98605

For the following project: Mission Creek Fish Barrier Removal Project

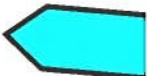
Purpose of Modification: To amend contract end date.

Change the following under No. 4 Term of Contract:

Replace "The term of the contract is from March 1, 2024, through June 30, 2025."

With: "The term of the contract is from March 1, 2024, through December 31, 2025."

This Contract Modification is entered into as of the effective date written above.



Client

Date

June 30, 2025

Ecosystem Restoration Services, dba Parr Excellence

Date

DEPARTMENTAL UPDATE

JUNE 2025



MISSION & VISION

Mission:

To protect the rights and safety of our community, resident inmates and staff through effective correctional programs, strategies, operations and partnerships.

Vision:

To be a premier correctional facility, operating at the highest standard of professional excellence.

SAFETY AND SECURITY

- Other than some restrictions on bookings, we are fully open.
- 68 medical sensor cells are functioning well.
- Nurses, when available, are accessing individuals for acceptance to jail and are completing the medical intake form at the time of booking.
- 4 additional Security Pass through Cuff Ports ordered. This will complete each door in the facility that is accessible to escort inmates with a secure port for restraining individuals.
- EVCO Camera maintenance contract that was signed a few months ago to assist with the safety and security issues we have had with some of the camera call up is in progress.

CORRECTIONAL PROGRAMS

- Training
 - Total training hours for the year 2665
- Chaplain Program
 - One on one's and church going well
- EHM
 - 12 individuals on the program
- Work Release
 - 2 on the program
- Alcohol Monitoring
 - 8 individuals on the program
- Reintegration
 - Team worked with 46 individuals

OPERATIONAL EFFICIENCIES

- Policy Training -- 10 daily Lexipol training bulletins for June
- Bed Check Inspection -- Many daily duties are addressed during this time
- Policy Reviews -- On-Going monthly
- K9 Program -- 3 deployments for June – Deputy Lewis on vacation and resigned
- Moving to less paper – Contracted with company HBS Supply, ability to track all our internal documents, special reports, use of force, Taser deployments, audit reports, post orders, training etc. This process has begun, it will take staff some time to adjust.
- Multi-Factor Authentication – This was implemented this month, this is a requirement by the Criminal Justice Information Services (CJIS)
 - Staff will utilize a Yubikey and or a cell phone to authenticate they are a county employee with authorized access to our jail data base and Access when signing into any PC.

OTHER UPDATES

➤ Medical

- Averaging 10 a day on higher level of care (Detox) - Primarily Fentanyl
- 5 ER send outs, 3 via ambulance (Seizure, alcohol withdrawal, sever abdominal pain and ruptured testicle)
- 3 specialty outside medical appointments
- 51 seen at sick call
- Approximately 219 medications administered per day

➤ Mental Health

- Zero Suicide attempts – 3 on suicide watch.
- Dr Desire psychiatric oversight, 22 individuals seen in person and or medication reviews. Either anti-psychotic or mood stabilizer
- Wednesday's Weekly Mental Health Walkthrough's, we visited with 7 individuals
- 35 internal in person mental health reviews

OTHER UPDATES

- Staffing
 - Down 3 CO's, Deputy Lewis departed June 26th
 - 4 candidates in process at this time
 - 1 CO starts July 21st – 1 more to start by August 1st
 - 2 CO's Graduated June 10, 2025 – Assigned to security teams
 - If everything goes as planned we may be fully staffed by September. Of course many of those new CO's will be in training and or academy.
 - Down one nurse – We will have an offer to an individual
 - Cpl Menley will be promoted to Sgt August 1, to replace Sgt Silva retiring September 1st

CHALLENGES

- Detox, and MH continue to be our biggest challenge, very sick individuals.
- Medical expenses for 2025 -- \$68,892.87
- Security team overtime 2025 -- \$241,090.44
- 2 CO's attending Academy in September and 2 more in October about a 4 week overlap with 4 CO's out of the facility.
- Hiring correctional deputies
- 11 Correctional Deputies on probationary status
- Deputy Silsby will be at the K9 Academy for the next 7 weeks. No K9 in the facility

SUCCESSES

- Continuing to manage challenging individuals.
- Installation of additional 44 medical sensors – total of 68
- Hiring correctional deputies
- Our facility and staff continue to work very hard at saving lives and provide the safest facility possible for staff and the individuals we are entrusted to care.
- Business Manager hired

A motivational quote by Arnold H. Glasow is displayed over a background image of a sunset or sunrise over a mountain range. The text is in white, bold, uppercase letters. The background shows a bright sun low on the horizon, casting a warm glow over the silhouetted mountains.

**SUCCESS IS SIMPLE.
DO WHAT'S RIGHT,
THE RIGHT WAY,
AT THE RIGHT TIME.**

Arnold H. Glasow

CHELAN COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC WORKS ISSUES

July 15, 2025

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

DISCUSSION ITEMS:

1. Right of Way Use Agreement for Park Improvements with Manson Park and Recreation District
2. Supplement No. 1 to Agreement No. 2024-03 with David Evans Associates, Inc. for Easy Street/School Street Intersection Improvement Project, County Road Project 738 (CRP 738)
3. Malaga Water District Franchise Renewal Discussion
 - Renewal Application
 - Letter re: Three Lakes Exemption
 - Malaga Water District Current System Map
4. Open Item

ACTION ITEMS:

1. Approve Right of Way Use Agreement for Park Improvements with Manson Park and Recreation District
2. Approve Supplement No. 1 to Agreement No. 2024-03 with David Evans Associates, Inc. for Easy Street/School Street Intersection Improvement Project, County Road Project 738 (CRP 738)

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

Return Address:

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 the warranty contained in the document itself.

Document Title: Right-of-Way Use Agreement for The Old Swimming Hole
Grantor(s): Chelan County
Grantee(s): Manson Park and Recreation District
Legal Description: Block 12, City of Manson, together with portion of vacated Criswell Avenue
Assessor's Tax Parcel ID: 282135696269

Filed with the Auditor pursuant to Chapter 65.08 RCW

RIGHT OF WAY USE AGREEMENT FOR PARK IMPROVEMENTS

THIS AGREEMENT is entered into this 4th day of June, 2025, by and between Manson Park and Recreation District, a Washington municipal corporation ("Owner"), and the COUNTY OF CHELAN, WASHINGTON, a Washington municipal corporation ("County").

RECITALS

- A. Owner owns real property located at 295 Manson Boulevard, Manson, Chelan County, Washington, and legally described at Exhibit "A" attached to and incorporated in this Agreement ("Property").
- B. The Property abuts Manson Boulevard, Backus Avenue, Bell Street, and Dye Street as depicted at Exhibit "B".
- C. Owner hosts a community park commonly known as "The Old Swim Hole" at the Property.
- D. Owner intends to make improvements to the park which will include walkways, a boardwalk, a dock, stepped seawall, parking, grass, landscaping, and other items as described in the Site Plan for "Old Swim Hole Improvements" attached as

Exhibit "C". Some of the improvements encroach upon the County rights-of-way for Backus Avenue, Manson Boulevard, Bell Street, and Dye Street.

D. The County Engineer has determined that any of the improvements that encroach upon the county rights-of-way, as designed and depicted in Exhibit C, will not materially affect the County's rights to and use of its rights-of-way, if constructed and maintained as required by this Agreement.

E. The County authorizes the use of the rights-of-way as depicted in Exhibit C as the "Old Swim Hole Improvements" within the County rights-of-way, in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual covenants, promises and conditions in this Agreement, the parties agree as follows:

1. Location of Right of Way. Owner acknowledges and admits the existence of the County rights-of-way for Backus Avenue, Manson Boulevard, Bell Street, and Dye Street as shown on Exhibit "B".

2. Authorization for Improvements. Owner may make the improvements as depicted and described as the Old Swim Hole Improvements at Exhibit C. Owner acknowledges and admits that some of the improvements are encroachments in the County rights-of-way. The County's knowledge of the encroachments and execution of this Agreement shall not constitute waiver, abandonment, or estoppel of its rights in the right-of-way. The encroaching improvements shall be constructed according to the approved plans and to the satisfaction of the County Engineer.

3. Easement for Inspection, Emergency Repairs. The Owner hereby grants to the County an easement to enter Owner's property at any time to inspect the encroaching improvements; and, if necessary, to perform emergency maintenance and repairs to any encroaching improvements requiring maintenance or repair and to carry out the provisions of this agreement as the County shall determine to be necessary and appropriate.

4. Owners' Covenant to Maintain Improvements. The Owner agrees to, and shall at all times, maintain the improvements on the County rights-of-way in a condition satisfactory to the County Engineer. The County has no responsibility for the maintenance of the improvements authorized by this Agreement. The Owner shall not allow the improvements to be or become a hazard to the traveling public or to other property owners, nor to endanger the integrity of the roadway, right-of-way drainage, or utilities located in the rights-of-way. The covenant to maintain the improvements includes the Owner's covenant to obtain and keep in force policies of insurance as required by this agreement. Owner agrees that Owner's default of

its covenant to maintain the improvements in the required satisfactory condition will result in the improvements constituting a public nuisance, detrimental to public health, safety, and welfare. The Owner agrees to abate such nuisance within a reasonable time, whether by repair or removal of the nuisance and restoration of the right-of-way. If the Owner fails to promptly abate said nuisance, Chelan County may abate the nuisance by any lawful means and may recover its costs of abatement, including reasonable attorneys' fees and costs, and place liens upon the Owner's real property as authorized by state law. The Owner's failure to abate said nuisance within a reasonable time shall be considered a material breach of this agreement. "Reasonable time" shall be considered to require action in an immediate, expeditious and timely manner in an emergency circumstance and to be not more than thirty (30) days in a non-emergency circumstance.

5. Removal of Improvements. If the County Director of Public Works, or the successor position, determines that removal of any of the improvements is necessary to construct or install street improvements, or to use the right-of-way for public purposes, Owner, at Owner's cost and expense, shall remove the affected improvements within sixty (60) days of a written request by the Director of Public Works, or the successor position.

6. Termination. This agreement may be terminated by mutual written agreement of the parties, by the removal of the encroaching improvements, or by the Owner's material breach of this agreement.

7. Indemnification. Owner, for itself, its successors, and assigns, agrees to indemnify and hold the County harmless from and against any loss, liabilities, claims, demands or causes of action (including any costs and attorneys' fees incidental to the defense thereof by the County), for deaths or injuries to persons or loss of or damage to property sustained by Owners, its representatives, agents or consultants, guests or invitees, or any other person or entity arising out of or in connection with the maintenance and/or use of the improvements and the Property, except for loss, liabilities, claims, demands or causes of action caused solely by the negligence or willful misconduct of the County, its officers, employees, representatives, agents or consultants. In the event of any such loss, liability, claim, demand or cause of action caused by the joint negligence of Owner, its representatives, agents, consultants, guests, or invitees, and the County, Owner's indemnification of the County shall be enforceable to the extent of Owner's negligence. If any action or proceeding is brought against the County by reason of such claim, Owner, upon notice from the County, shall defend the same at Owner's expense through legal counsel reasonably satisfactory to the County. Owner shall give the County prompt notice in the event of casualty or accidents involving the improvements and/or Property. Owner's indemnity of the County shall survive termination of this Agreement.

8. Insurance. The Owner, for itself, its successors, and assigns, covenants to maintain policies of insurance during the term of this agreement with insurance

providers authorized to do business in the state of Washington, providing personal injury and property damage liability coverage in the amount of at least \$3,000,000 per occurrence and in aggregate for each policy period. If a deductible applies to any claim, the payment of the deductible shall be the responsibility of the Owner, notwithstanding any claim of liability against the County. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000. The insurance required of Owner by this agreement shall be endorsed to include Chelan County as an additional insured. Before entering this agreement, Owner shall provide current certificates of insurance evidencing the required insurance and endorsement of additional insured. During the term of this agreement, upon written request by the County, the Owner shall furnish the County with current certificates of insurance evidencing such coverage within fourteen (14) days of such request. Owner's insurance carriers shall provide thirty (30) days' prior written notice of policy cancellation to the County. Failure of the Owner to maintain required insurance shall constitute a material breach of the agreement upon which the County may, after giving five (5) business-days' notice to the Owner, immediately terminate the agreement.

9. Notices. All notices shall be in writing and deemed to have been given and received: (i) when personally delivered to the party at the address below; (ii) when sent by facsimile transmission with confirmed receipt, or (iii) forty-eight (48) hours after being mailed by certified mail with return receipt requested. Notices and invoices shall be sent to the following addresses:

If to the County:	Chelan County Public Works 316 Washington Street, Suite 402 Wenatchee, WA 98801
-------------------	---

If to the Owner:	Manson Parks and Recreation District P.O. Box 590 Manson, WA 98831
------------------	--

Each Party shall have the right, by written notice given to the other pursuant to the provisions of this paragraph, to change from time to time the respective addresses at which notice shall be given.

10. Notice to Buyer of Property. Upon execution of an agreement to sell the Property, Owner shall give a copy of this Agreement to the prospective buyer.

11. Binding Covenants – Recording. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of assigns, licensees, invitees, successors, tenants, and employees of the County and Owner. The County shall record this Agreement with the Chelan County Auditor. Owner shall pay the cost of recording.

12. Waiver. No waiver by the County of any breach, term or condition of this agreement shall be deemed or construed as a waiver of any other or subsequent breach, term or condition. No waiver shall be effective unless in writing.

13. Applicable Law; Venue. This agreement shall be governed by the laws of the State of Washington. Venue shall be in Chelan County Superior Court.

14. Entire Agreement. This document and its Exhibits contain the entire agreement between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date referenced above.

THE OWNER:

Robin Pittman Director

NAME

POSITION

Manson Parks and Recreation District

Robin Pittman is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED:

6/4/2025

SIGNED:

Jennifer Collins
JENNIFER Collins
(Printed Name)



Notary Public in and for the State Washington

Commission Expires: 08-10-2027

THE COUNTY:

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

Date: _____

APPROVED AS TO FORM

STEWART R. SMITH
Deputy Prosecuting Attorney

Date: _____

APPROVED:

ERIC PIERSON, P.E.
Director/County Engineer

Date: _____

EXHIBIT "A"

AGREEMENT DESCRIPTION

The Southerly half of Manson Boulevard as established by Order of Establishment, Chelan County, Commissioner's Journal, Book 145, Pages 334 – 336, lying between the westerly right-of-way line of platted Backus Avenue extended northerly and the westerly right-of-way of platted Wapato Way, according to City of Manson Supplemental Plat of Lake Chelan Land Company Plats of Low Line Division No. 2, Townsite of Manson, and High Line Division No. 3, according to the plat thereof recorded in Volume 3 of Plats, Page 32, records of Chelan County, Washington

TOGETHER WITH

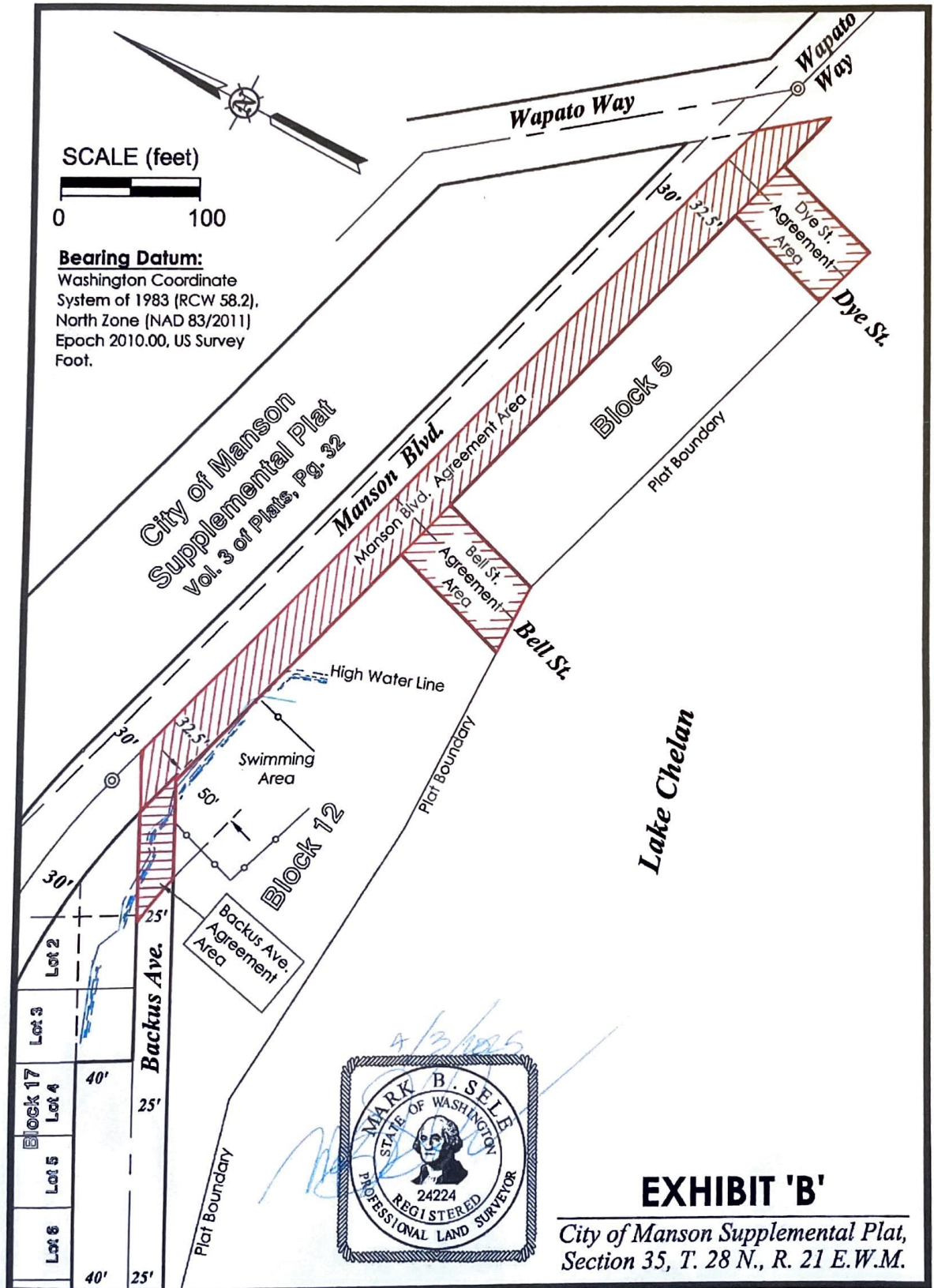
That portion of platted Backus Avenue lying northerly of a line 50 feet southerly of and parallel to the southerly right-of-way for Manson Boulevard as established by Order of Establishment, Chelan County, Commissioner's Journal, Book 145, Pages 334 – 336

TOGETHER WITH

All of platted Bell Street according to City of Manson Supplemental Plat of Lake Chelan Land Company Plats of Low Line Division No. 2, Townsite of Manson, and High Line Division No. 3, according to the plat thereof recorded in Volume 3 of Plats, Page 32, records of Chelan County, Washington.

TOGETHER WITH

All of platted Dye Street according to City of Manson Supplemental Plat of Lake Chelan Land Company Plats of Low Line Division No. 2, Townsite of Manson, and High Line Division No. 3, according to the plat thereof recorded in Volume 3 of Plats, Page 32, records of Chelan County, Washington




**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number 2024-03		David Evans Associates, Inc 1442 S.E. Eastgate Way, Suite 400 Bellevue, WA 98007	
Project Number CRP 738		Execution Date June 18, 2024	Completion Date Unchanged: Dec. 31, 2025
Project Title Easy Street/School Street Intersection Improvement Project		New Maximum Amount Payable New: \$25,000.00	
Description of Work See Agreement 2024-03 for original description of work. The purpose of Supplement 1 is to increase the budget and expand the scope of work to include a No Effect Letter.			

The Local Agency of Chelan County

desires to supplement the agreement entered in to with David Evans and Associates, Inc

and executed on June 18, 2024 and identified as Agreement No. 2024-03

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:

See full scope of work as set forth in Exhibit A

II

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

III

Section V, PAYMENT, shall be amended as follows:

This supplement will add \$3,000.00, for a new total of \$25,000.00

For new rates see Exhibit B

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: David Evans & Associates, Inc

By: See Supplemental Signature Page

Signed by:

Gray Rand

A280E85517E34F2...

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 David Evans & 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

EASY STREET/SCHOOL STREET INTERSECTION IMPROVEMENTS PROJECT - ESA SCOPE OF SERVICES – Supplement 1

DEA is assisting Chelan County Public Works in preparation of ESA documentation for the CRP 738 Easy Street/School Street Intersection Improvements Project. This project will improve the intersection geometry and capacity with a single lane roundabout, install luminaires, install pedestrian facilities, improve drainage and stormwater treatment, and provide other safety improvements.

Task 1.0 Supplemental No Effect Letter

Following near complete (90 percent) preparation of the Draft BA to the County, we received guidance that the agency could meet stormwater treatment requirements sufficient to meet criteria for ESA documentation to take the form of a No Effect Letter. Preparation of a No Effect Letter was out of scope. In addition, DEA had unanticipated review of third party stormwater documents. This supplemental task will also cover any comments received from WSDOT on the No Effect Letter.

Deliverables: DEA will prepare an electronic draft No Effect Letter for County review. Following incorporation of any County comments, a final electronic copy will be provided to the County for forwarding to WSDOT.

Assumptions:

- One set of comments will be received from WSDOT.

Task 2.0 Project Management/Quality Management

Task provides additional budget for DEA to coordinate with the County and conduct standard project management and quality management activities, including preparing invoices, project setup and closeout, budget tracking, managing subconsultants, document review, and task management. This task includes updating standard rates for staff anticipated to work on the project for 2025 (contract used 2024 rates originally).

Chelan County-Furnished Materials:

- None

FEES FOR SERVICES

Cost estimates for each of the tasks described above are listed below. These estimates are based on hourly rates for staff anticipated to work on the project using a standard labor multiplier of 3.13. Work will be conducted on a time and materials basis not to exceed the estimate shown below without prior written authorization from the client. Subcontractor work will be billed as a project expense.

Task	Cost Estimate
1.0 No Effect Letter	\$ 2,500.00
2.0 PM/QM	\$ 500.00
Total	\$ 3,000.00

SCHEDULE

Following issuance of a notice-to-proceed by the County, DEA will diligently proceed with services described herein until complete. DEA will not be responsible for delays caused by factors beyond DEA’s control or which could not have been foreseen at the time this Authorization was executed. This is particularly true where DEA’s work requires a work product from the County, their agent, or project designer/engineer. In the event any payment due DEA under the terms of this Authorization is delinquent, DEA may suspend all services until all payment delinquencies have been remedied.

RATES

The contract is updated to reflect the current DEA rates for 2025 as shown in the attached table.



Exhibit B

2025 PUGET SOUND REGION HOURLY BILLING RATES

(Effective Date April 01, 2025 – Subject to Change April 01, 2026)

Principal in Charge	\$325 - \$340
Project Manager	\$205 - \$305
Engineer (Professional)	\$150 - \$295
Engineering Designer	\$140 - \$210
Designer	\$125 - \$217
CAD Technician	\$100 - \$160
Landscape Architect.....	\$150 - \$175
Landscape Designer	\$110 - \$170
Planner	\$110 - \$200
Construction Services Manager	\$145 - \$260
Construction Inspector	\$120 - \$205
Administrative Assistant	\$100 - \$145
Project Accountant	\$110 - \$160
Project Coordinator	\$105 - \$160
Graphic Designer.....	\$120 - \$140
Scientist.....	\$130 - \$165
Survey Manager	\$220 - \$250
Project Surveyor.....	\$170 - \$220
Geospatial Technician.....	\$150 - \$190
Office Survey Technician.....	\$115 - \$175
Party Chief.....	\$120 - \$185
Field Survey Technician.....	\$90 - \$120
GIS Analyst	\$135 - \$175
Remote Pilot	\$110 - \$170
Flight Operations Manager	\$190 - \$230
Mileage	Current IRS Rate
Per Diem: Meals / Lodging.....	Current GSA Rate
Subconsultants.....	At Cost
Other Expenses	At Cost



**Washington State
Department of Transportation**

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

April 30, 2024

David Evans and Associates, Inc.
703 Douglas Fir Dr.
Magnolia, TX 77354

Subject: Acceptance FYE 2023 ICR – Cognizant Review

Dear Marie Fuzzell:

We have accepted your firms FYE 2023 Indirect Cost Rate (ICR) of 176.24% of direct labor (rate includes 0.86% Facilities Capital Cost of Money) based on the “Cognizant Review” from Oregon Department of Transportation (ODOT) who accepted the audit performed by Moss Adams, LLP. 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.

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 consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

Schatzie Harvey (Apr 30, 2024 12:20 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms



RH2 ENGINEERING
East Wenatchee

300 Simon Street SE, Suite 5
East Wenatchee, WA 98802
1.800.720.8052 / rh2.com

June 4, 2025

Josh Patrick, PE
Assistant Director
Chelan County Public Works
316 Washington Street, Suite 402
Wenatchee, WA 98801

Sent via: *Email*

Subject: Malaga Water District / Chelan County Franchise Renewal

Dear Josh:

We are writing on behalf of the Malaga Water District (MWD). We know you are working on a new MWD Franchise as the current 30-year Franchise appears to expire this month.

MWD may have already provided the County suggested changes to the Franchise, which this letter does not address. This letter only concerns your request for additional explanation of MWD's request to remove, or adjust, the exclusion of the Three Lakes area.

MWD proposes installing an 8-inch diameter water main generally as shown on the attached exhibit. This main is needed to preserve and improve water system functionality following construction of other significant water system improvements being funded by the Chelan Douglas Regional Port Authority (Port) and Microsoft (MSFT). Specifically, the water main will address the following issues.

1. **Preserve Fire Flow:** Fire flow capacity along the west section of West Malaga Road currently ranges between 1,000 gpm and 1,500 gpm. The other Port/MSFT improvements will reduce this to about 900 gpm. The proposed water main will bring capacity back up to at least 1,100 gpm.
2. **Preserve Circulation:** The other Port/MSFT improvements will disconnect what is currently a continuous water main loop around West Malaga Road and the Highway, causing potential stagnant water and related water quality problems. This project will reestablish the loop and water circulation.

**WASHINGTON
LOCATIONS**

Bellingham
Bothell (Corporate)
East Wenatchee
Issaquah
Richland
Tacoma

**OREGON
LOCATIONS**

Medford
Portland

**IDAHO
LOCATIONS**

Nampa



3. The project will add an east-west water main, minimizing the number of customers impacted should one of the existing mains have to be shut down for repairs.
4. The project will allow service to properties within the MWD service area that are currently too far from a MWD water main to obtain service.
5. Conarty Road is the only public corridor that at least partially traverses an extensive area of private property between West Malaga Road and the highway.

Conarty Road directly abuts the MWD water service area along most of its length.

We have met twice with Three Lakes Water District (TLWD) to discuss any concerns they may have. Their primary concern was if construction could cause a blow-out of their water mains due to the narrow working corridor. We developed a conceptual water main plan (attached) and showed that we expect to get no closer than about 12 feet parallel from their water main and would maintain 12-inches clear vertical at crossings whenever practical (the exhibit shows 8-inches). They were satisfied with these conditions.

The MWD will not provide water service to any customers in the TLWD, nor is allowed to do so per State water service area regulations unless both water purveyors agree to such in writing.

The MWD requests that the Three Lakes area or, at a minimum, the entirety of the Conarty Road right of way be included in the Franchise to allow installation and use of a water main to improve the water system performance and provide service to adjacent customers in the MWD water service area.

If you have any, please call me at (509) 679-9144 or via email at rpeterson@rh2.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'RP', with a long horizontal flourish extending to the right.

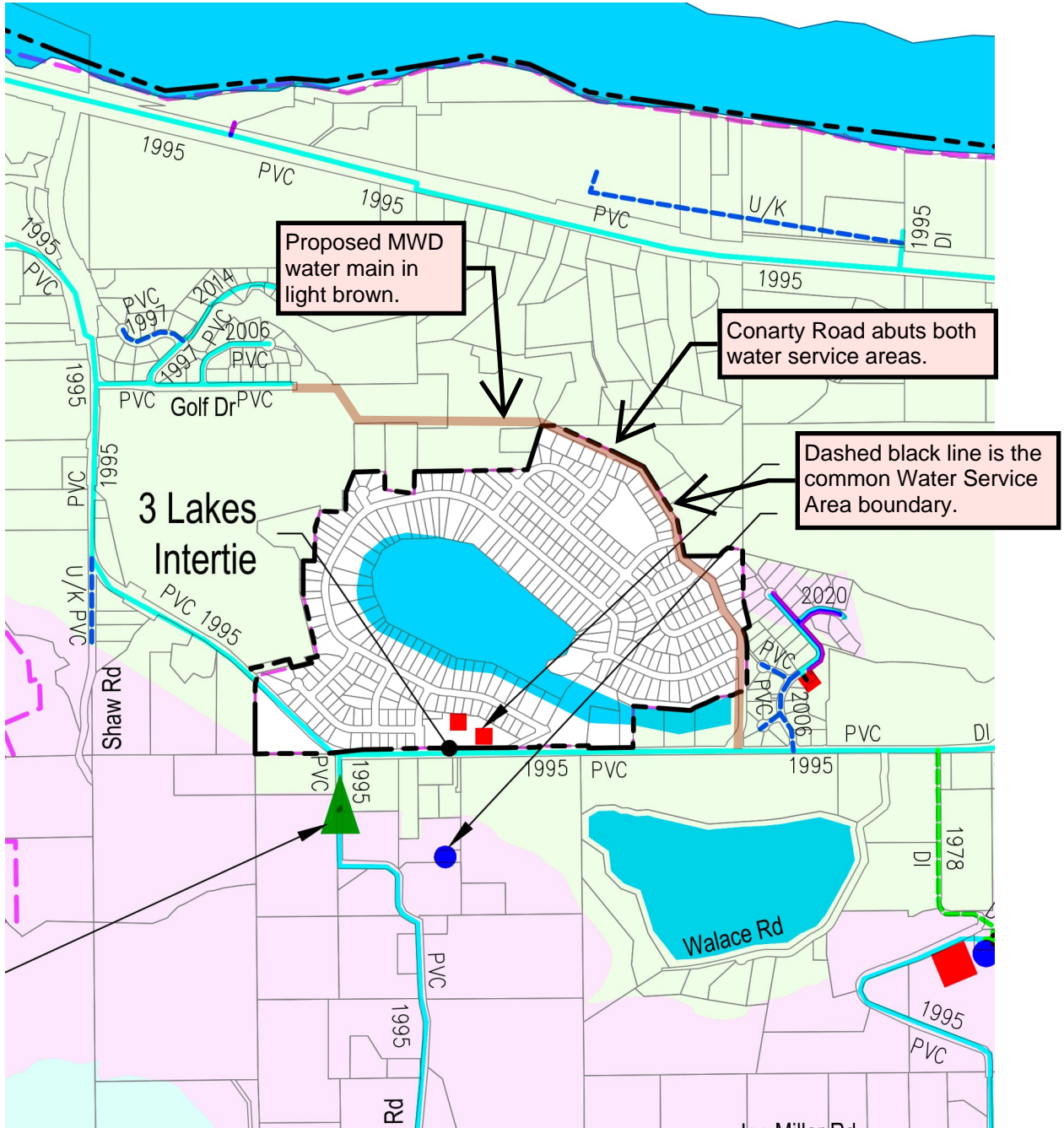
Ryan Peterson, PE
RH2 Engineering
Engineer for the Malaga Water District

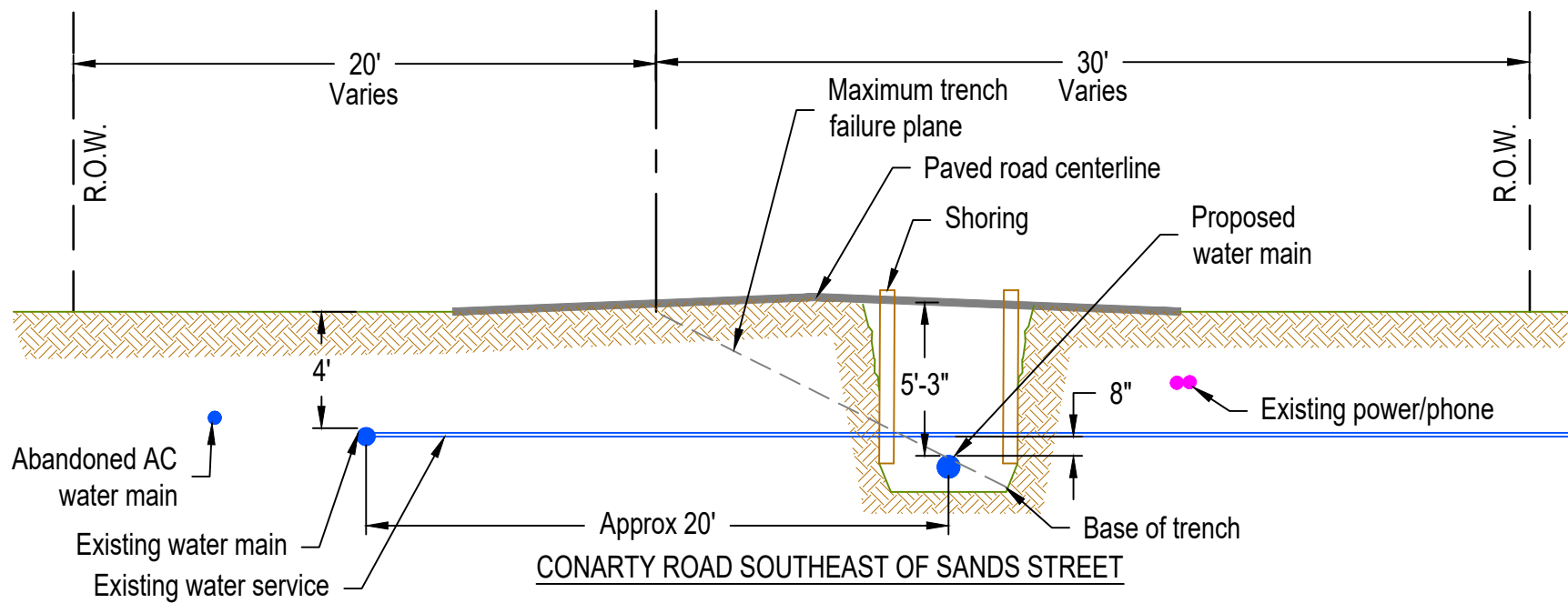
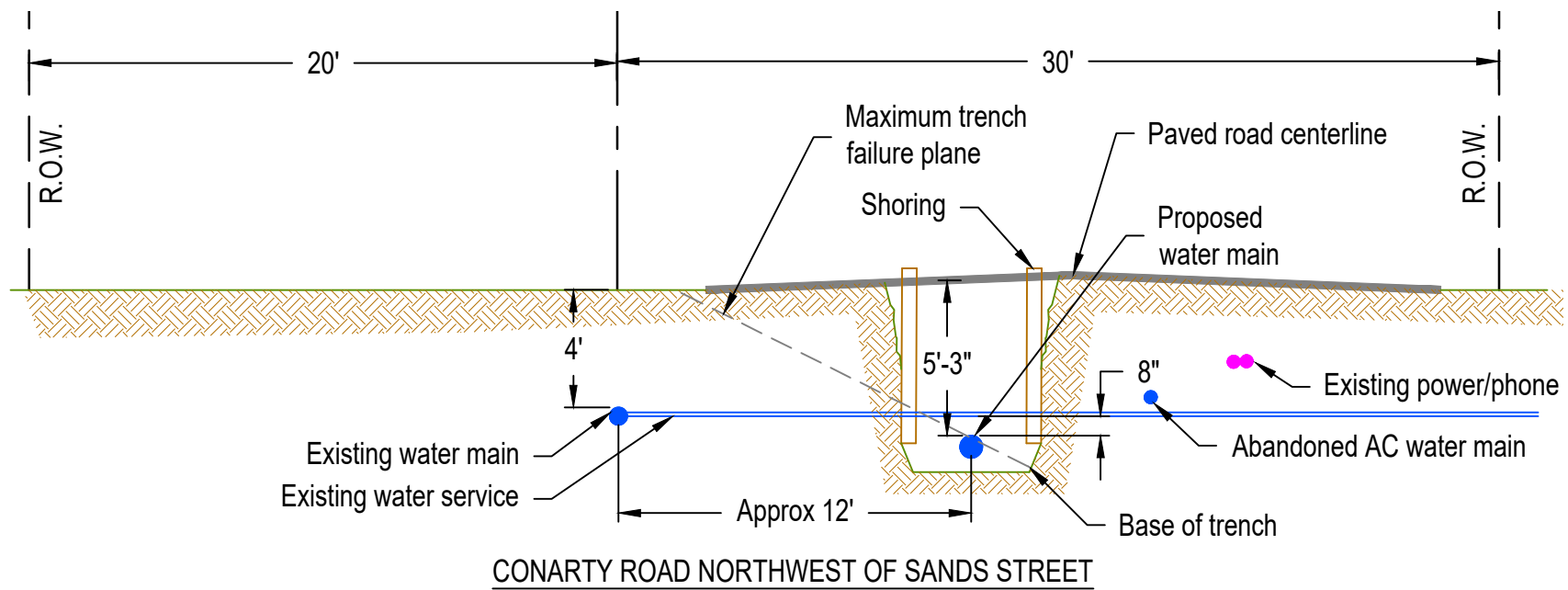
Enclosures:

Overview Exhibit

Conceptual Conarty Road Water Main Layout.

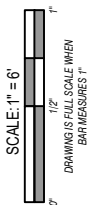
Malaga Water District and Three
Lakes Water District
Water Service Areas

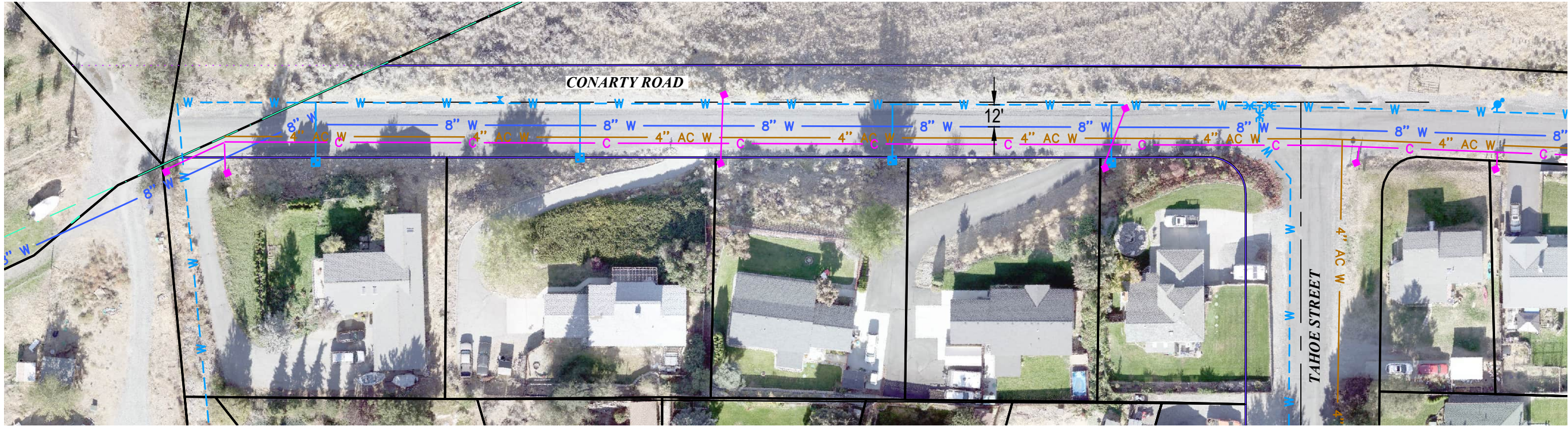




PROPOSED TRENCH SECTIONS

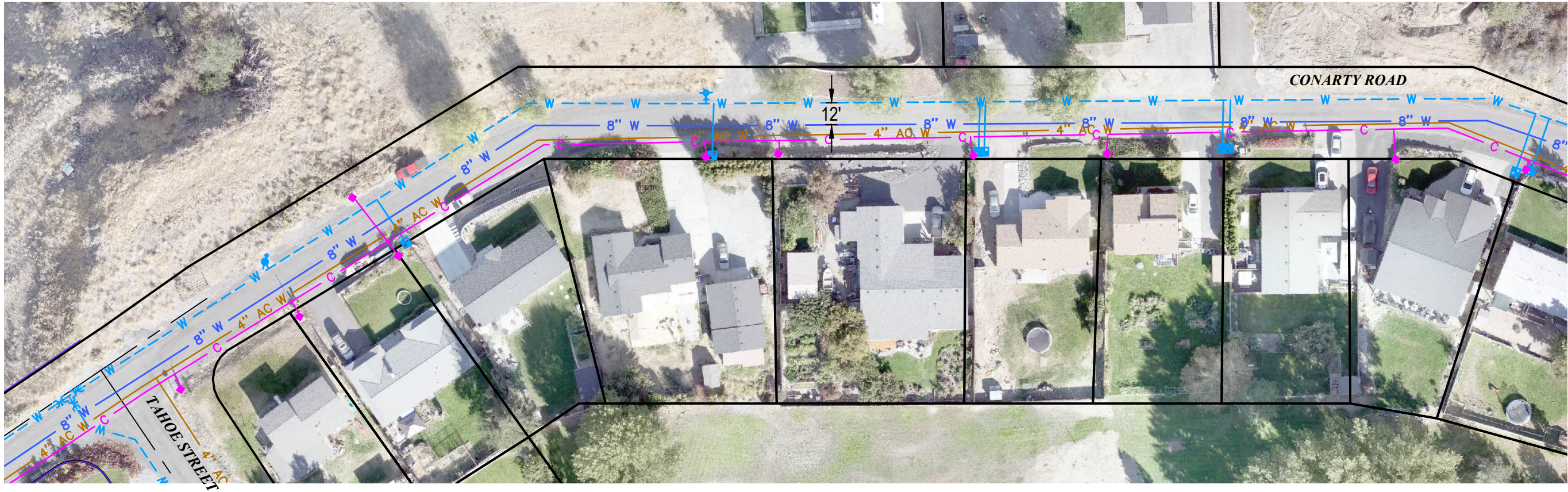
CONARTY ROAD WATER MAIN





Existing utilities are shown based on visible facilities on an aerial photo and records provided by Three Lakes. A utility locate has not yet been conducted.

- W — Three Lakes Existing Water Main
- 4" AC W — Abandoned Water Main
- C — Existing Underground Conduit (power/phone)
- 8" W — Proposed Malaga Water District Water Main



PRELIMINARY

CONARTY ROAD - NORTHWEST

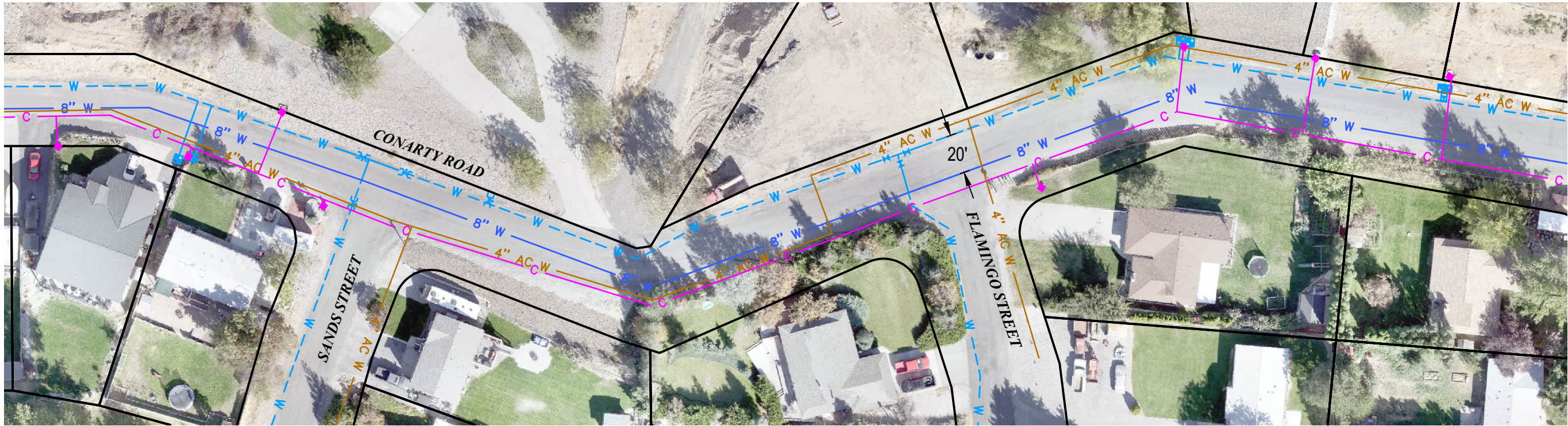
Regional Port Authority

ENGINEER	CLIENT	DATE	FILENAME	JOB NO.	REVISIONS	NO.	DATE	DESCRIPTION	BY	REVIEW
#####	Malaga Water District	Mar 5, 2025	Mal-E-CONARTY.DWG	#####						
#####		Mar 5, 2025								

SCALE: 1" = 60'

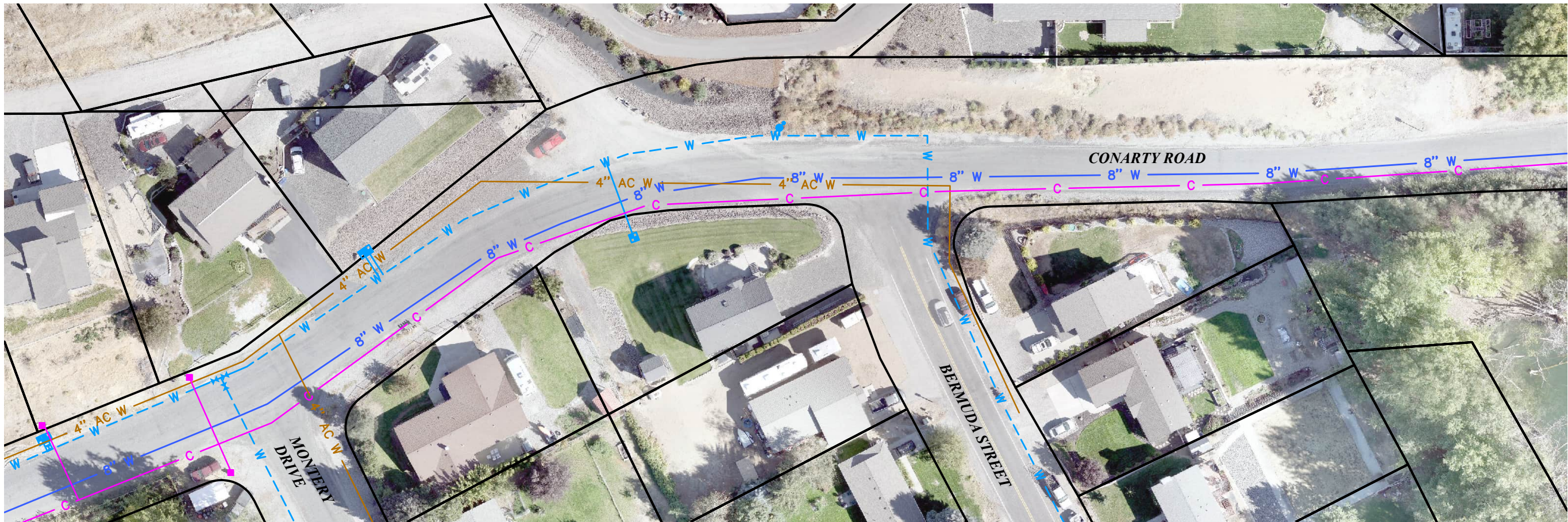
DWG NO. #####

SHEET NO. #####



Existing utilities are shown based on visible facilities on an aerial photo and records provided by Three Lakes. A utility locate has not yet been conducted.

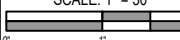
- W Three Lakes Existing Water Main
- 4" AC W Abandoned Water Main
- C Existing Underground Conduit (power/phone)
- 8" W Proposed Malaga Water District Water Main



PRELIMINARY

CONARTY ROAD - SOUTHEAST



REVISIONS									
ENGINEER: ###	SMED DATE: Mar 5, 2025	CLIENT: ###							
REVIEWED: ###	PLOT DATE: Mar 5, 2025	FILENAME: WAL-E-CONARTY.DWG							
SCALE: 1" = 30'									
									
DRAWING IS FULL SCALE WHEN BAR MEASURES 2"									
DWG NO.: ####		SHEET NO.: ####							

SCALE: 1" = 30'

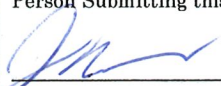
DRAWING IS FULL SCALE WHEN BAR MEASURES 2"

DWG NO. ### SHEET NO. ###

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."

APPLICANT INFORMATION	FOR ADMINISTRATIVE USE:
Applicant's true and complete name Malaga Water District	DATE APPLICATION RECEIVED: _____
UBI No. 601-574-224	APPLICATION FEE INCLUDED? _____
Mailing Address PO Box 249 Malaga, WA 98828	CHECK NO. _____
Telephone number 509-664-0142	HEARING DATE: _____
Email Address mwdwater@nwi.net	APPLICATION WAS: <input type="checkbox"/> GRANTED ON _____ <input type="checkbox"/> DENIED ON _____ <input type="checkbox"/> ACCEPTED ON _____
Person Submitting this Application  Signature Printed Name: Jon Johnston Title: Manager	LOCATION OF PROPOSED FRANCHISE AREA See Instructions 1 and 2. Attach maps and/or other additional documents to this application. 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.
FRANCHISE TYPE (check all that apply): <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> County-wide <input type="checkbox"/> Project Specific	FRANCHISE USE (check all that apply): <input checked="" type="checkbox"/> Domestic Water <input type="checkbox"/> Irrigation <input type="checkbox"/> Sewer <input type="checkbox"/> Solid or Liquified Waste <input type="checkbox"/> Cable TV <input type="checkbox"/> Fiber Optic <input type="checkbox"/> Telecommunication <input type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input type="checkbox"/> Oil/Petroleum <input type="checkbox"/> Other (describe): _____
CONSTRUCTION METHODS (check all that apply): <input checked="" type="checkbox"/> Boring <input checked="" type="checkbox"/> Trenching Plowing Aerial Other (describe): _____	

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



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.

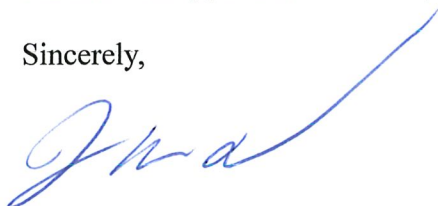
The current franchise expires on June 13, 2025. The application accompanying this letter requests the renewal of our franchise, for which we believe we have more than met all the requirements and expectations of Chelan County and enjoy a good working relationship with you and your department.

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

9506280005

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.

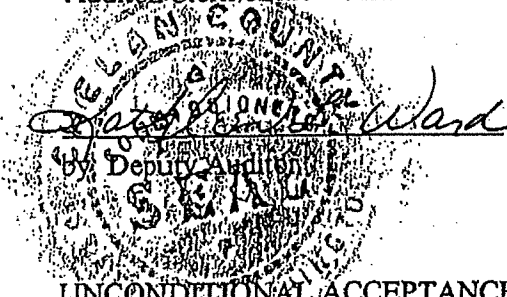
SECTION XVIII Entire Franchise: This Franchise contains all terms and conditions permitting and authorizing the use and occupancy of County road rights of way for domestic water service, except as may be modified by subsequent Board of County Commissioner Resolution; and, replaces and supercedes that 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

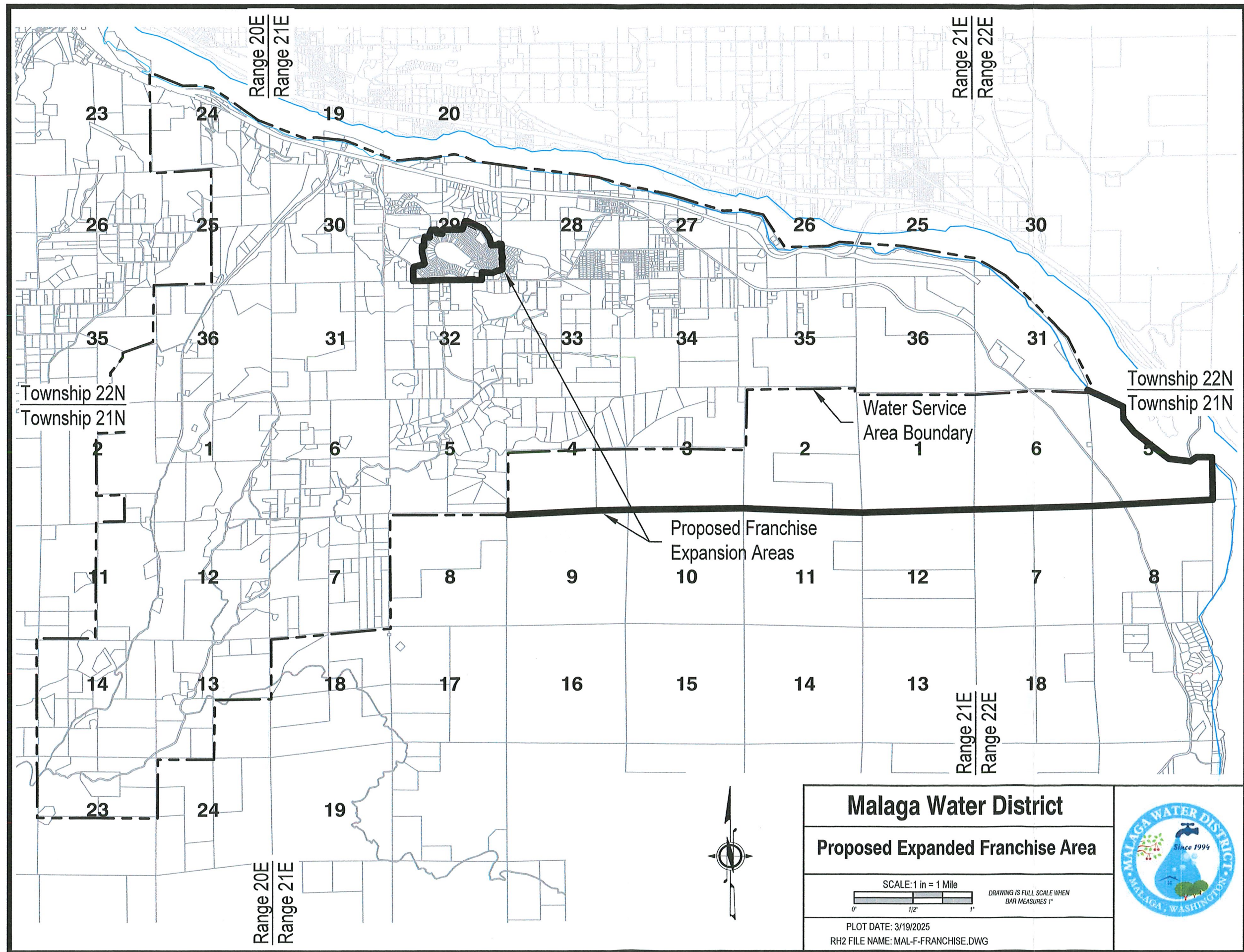
UNCONDITIONAL ACCEPTANCE

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: 13th 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
		\$500.00	\$500.00	\$0.00
TOTAL PAID:			\$500.00	

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

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
Total Payment:	\$512.50

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

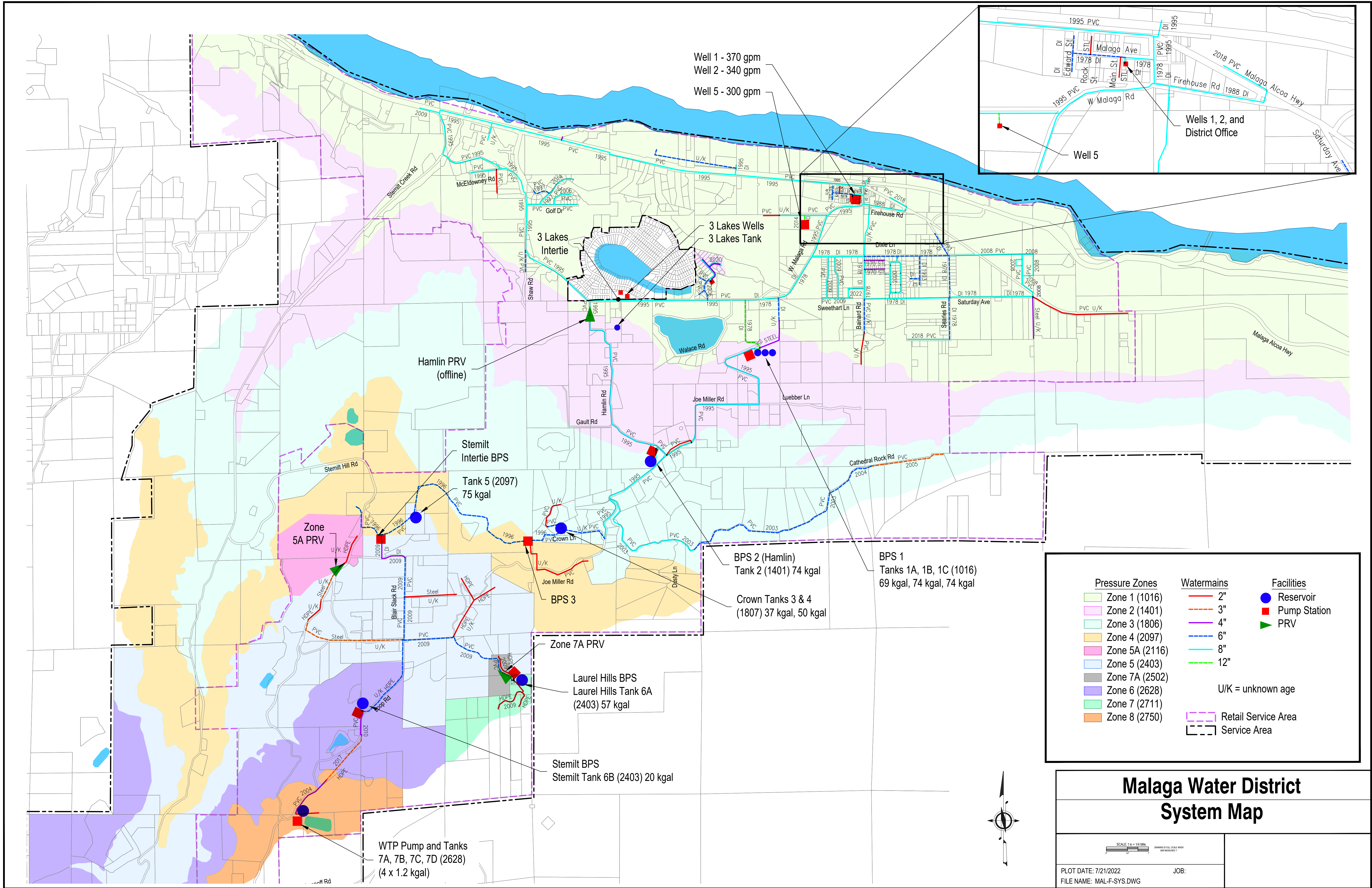
Card Type: Visa

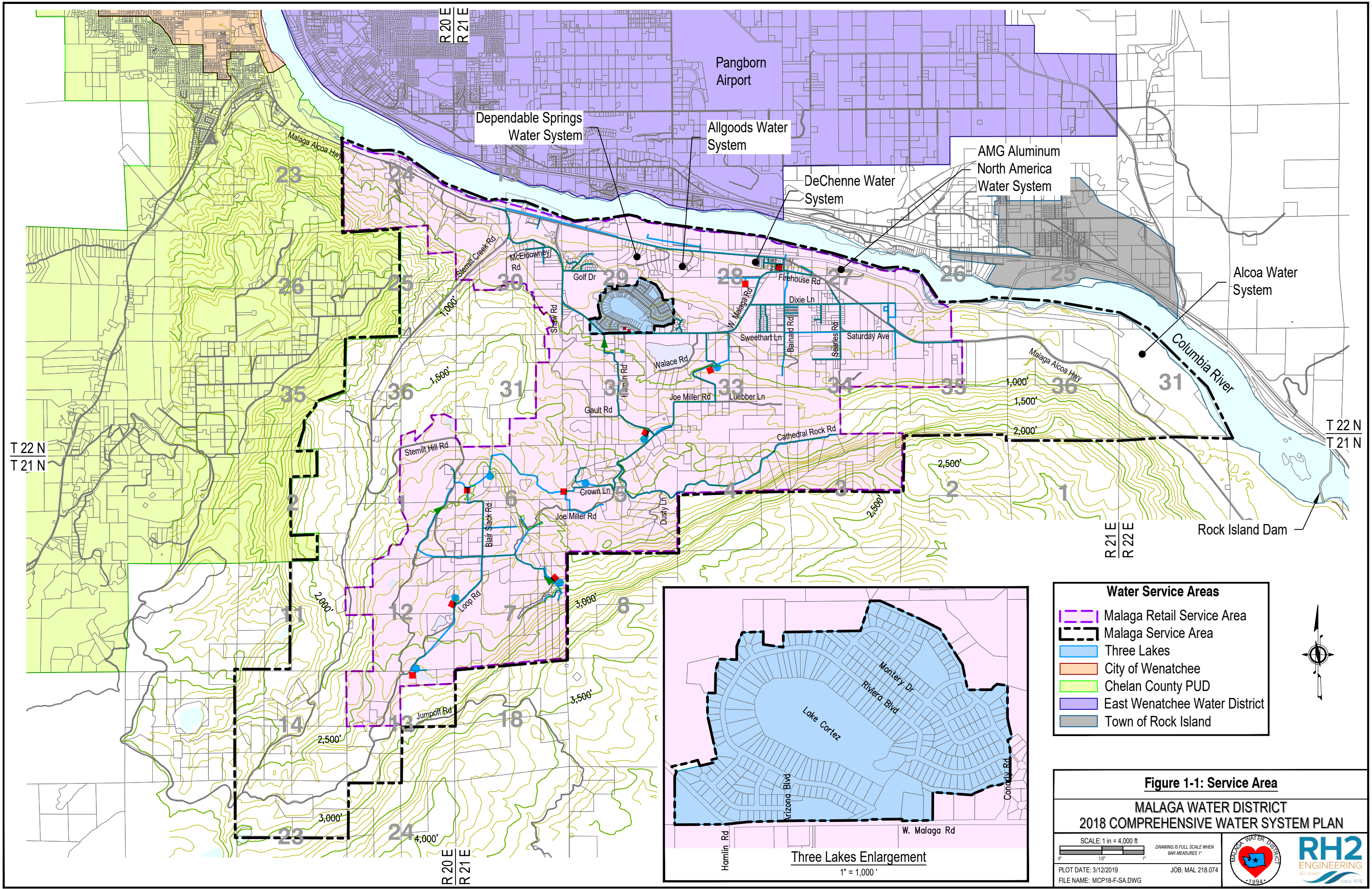
Card Number: *****1969

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.





Water Service Areas

- Malaga Retail Service Area
- Malaga Service Area
- Three Lakes
- City of Wenatchee
- Chelan County PUD
- East Wenatchee Water District
- Town of Rock Island



Figure 1-1: Service Area

MALAGA WATER DISTRICT
2018 COMPREHENSIVE WATER SYSTEM PLAN

SCALE: 1 in = 4,000 ft
 0 1/2 1
 DRAWING IS FULL SCALE WHEN
 BAR MEASURES 1"

PLOT DATE: 3/12/2019
 FILE NAME: MCP18-F-SA.DWG

JOB: MAL 218.074

RH2
 ENGINEERING
 40 YEARS
 SINCE 1978

MALAGA WATER DISTRICT
 1994

July 15, 2025

Discussion Items:

1. Fee Schedule – missing items

Public Hearing:

1. ZTA 24-430 – Amendment to Leavenworth Municipal Code for adoption of Ordinance No. 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area

Action Items:

1. Resolution for the adoption of ZTA 24-430: Ordinance No. 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area
2. Plat 22-223 Howson - Howson Development LLC, Seth and Casey Hardin, Mark and Susan Braseth, have met all the Conditions of Approval. Community Development recommends approval from the BOCC by placing signature on the mylar

RESOLUTION NO. 2025- ____

Re: Adoption of amendments to the City of Leavenworth Development Regulations for its Urban Growth Area (ZTA 24-430), more specifically, adoption of Ordinance No. 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area.

WHEREAS, Chelan County and the City of Leavenworth have signed a Memorandum of Understanding dated July 8, 1997, which states that the County shall adopt the land use regulations, development regulations, and land use designations of the City of Leavenworth for its Urban Growth Area until a process for the joint consideration and adoption of future code amendments affecting the UGA has been developed pursuant to the June 26, 1997 Memorandum of Understanding between Chelan County and the Cities of Wenatchee, Chelan, Cashmere, Leavenworth and Entiat Section 9; and,

WHEREAS, pursuant to the 1997 Memorandum of Understanding, Chelan County will implement each city's water, sanitary and storm sewer requirements for any land use development within the Urban Growth Area; and

WHEREAS, Ordinance No. 1720-25 clarifies that for properties allowing ADUs within the Urban Growth Area, they may rely on individual septic approvals in lieu of the required connection to the public sewer system; and

WHEREAS, Chelan County and the City of Leavenworth have adopted Comprehensive Plans per the requirements of RCW 36.70A.040(4)(d), the Growth Management Act; and,

WHEREAS, RCW 36.70A.210 requires that the Comprehensive Plan be consistent with the provisions of the County-Wide Planning Policies; and,

WHEREAS, the Growth Management Act requires comprehensive planning for counties and cities designated under its jurisdiction. RCW 36.70A.100 details that each city's comprehensive plan must be coordinated and consistent with "other counties or cities with which the county or city has, in part, common border or related regional issues"; and,

WHEREAS, Chelan County Community Development, deferred to the City of Leavenworth as the Lead Agency for SEP A Environmental Review. The adoption of this Ordinance 1710-25 was exempt from SEP A under WAC 197-11-800(19) - Procedural Action. The requirements of RCW 43.21 C, the State Environmental Policy Act and WAC 197-11 have been satisfied; and,

WHEREAS, the City of Leavenworth sent notices to the Department of Commerce for 60-day review prior to Leavenworth City Council adoption, consistent with RCW 36.70A.106; and,

WHEREAS, reviewing agencies and the general public were given an opportunity to comment on the proposed amendments through the City of Leavenworth public hearings and adoption of Ordinance 1710-25; and,

WHEREAS, Chelan County Code, Title 14, provides review criteria for the consideration for adopting amendments to comprehensive plans, maps and development regulations. Chelan County followed the procedures required for amendments; and,

WHEREAS, The Chelan County Planning Commission held a duly advertised workshop on May 28, 2025 to review and discuss the amendment submitted by the City of Leavenworth; and,

WHEREAS, the Chelan County Planning Commission held a duly advertised public hearing on June 25, 2025, forwarding a recommendation to adopt the proposed amendments. Public testimony was taken and included in the file of record; and

WHEREAS, the Board of County Commissioners conducted a duly advertised public hearing on July 1, 2025, to examine the record and recommendation of the Chelan County Planning Commission, and invite public testimony; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Chelan County

Commissioners hereby adopts City of Leavenworth Ordinance 1710-25 amending portions of the Leavenworth Municipal Code concerning the utility connection requirements for Accessory Dwelling Units (ADU) in the Urban Growth Area

BE IT FURTHER RESOLVED that this Resolution shall take effect and be in force from and after July 1, 2025.

BE IT FURTHER RESOLVED that this decision is hereby signed into authentication on the following date,

Dated this 1st day of July, 2025

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, Chairman


ATTEST: Anabel Torres

KEVIN OVERBAY, Commissioner

Clerk of the Board

BRAD HAWKINS, Commissioner

Approved as to Form



Deputy Prosecuting Attorney



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

Chelan County Commissioners Agenda Memo

To: Board of Chelan County Commissioners

From: Torrey Kynaston – Planner I

Via: Deanna Walter
Director, Community Development

Subject: P 2022-223 – Plat of Indigo Lane

Agenda Time: 10 minutes

Approved by Chelan County Commissioners

Agenda Date: July 15, 2025

Shon Smith, Chairman

Date: _____

Exhibits Attached: Hearing Examiner Decision

Expenditure		Amount		Appropriation	
Required:	N/A	Budgeted:	\$ 0	Required:	\$ 0

Funding Source: N/A

Previous BOCC Action: N/A

Narrative: January 05, 2023, the Hearing Examiner approved the above 6-Lot Plat located in the Urban Residential 2 (UR2) zoning district within the Manson Urban Growth Boundary. The final review for the Plat of Indigo Lane subdivision was submitted to Chelan County Community Development on February 05, 2025.

Recommended Action: Howson Development LLC, Seth and Casey Hardin, Mark and Susan Braseth, have met all the Conditions of Approval. Community Development recommends approval from the BOCC by placing signature on the mylar

Approve

BEFORE THE CHELAN COUNTY HEARINGS EXAMINER

IN THE MATTER OF

PLAT 2022-223
Howson Subdivision

)
)
)
)
)

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
DECISION AND CONDITIONS
OF APPROVAL

THIS MATTER, having come on for hearing in front of the Chelan County Hearing Examiner on January 4, 2022, the Hearing Examiner having taken evidence hereby submits the following Findings of Fact, Conclusions of Law, Decision and Conditions of Approval as follows:

I. FINDINGS OF FACT

1. This is an application to subdivide approximately 2.06 acres into (6) lots. The smallest lot is proposed at approximately 0.27 acres (11,869 sq ft) and the largest lot is proposed at approximately 0.36 acres (15,832 sq ft). The subject property is located in the Urban Residential 2 (UR2) zoning district within the Manson Urban Growth Boundary. Domestic water and sewer would be provided by the Lake Chelan Reclamation District.
2. The Applicants/owners are Howson Development, LLC, Seth and Casey Hardin, and Mark and Susan Braseth, PO Box 651, Manson, WA 98831. The agent/surveyor is Pinnacle Surveying, c/o Tim Hollingsworth, PO Box 1107, Chelan, WA 98816.
3. The parcel numbers for the subject property are 28-21-13-569-483 and 28-21-13-569-486, and the abbreviated legal description is Lot 23 and Lot 24 of City of Manson.
4. Parcel No. 28-21-13-569-483 is located 528 Boetzkes Ave, Manson, WA. Parcel No. 28-21-13-569-486 has no address.
5. The subject property is located within the Manson Urban Growth Area.
6. The Comprehensive Plan designation and zoning designation for the subject site is Urban Residential 2 (UR2).
7. The existing land use for parcel number 28-21-13-569-483 is various accessory buildings, and parcel number 28-21-13-569-486 is vacant.
8. The subject property is approximately 2.06 acres.
9. Per the Chelan County Assessor's records, the subject property contains approximately 3.42 acres.
10. Properties to the north, south and west is Urban Residential 2 (UR2) and the property to the east is Urban Residential 2 and Urban Residential 3 (UR2 and UR3).
11. The applicant submitted an Aquifer Recharge Area Disclosure Form, date stamped May 19, 2022. Pursuant to Chelan County Code Section 11.82.040, Chelan County has determined that the aquifer recharge measures do not apply.
12. Pursuant to the Federal Emergency Management Agency, FIRM map panel 5300150225A, the subject property does not contain identified 100 or 500-year flood plain or associated floodway; therefore, CCC Chapter 11.84, Frequently Flooded Areas Overlay District would not apply.

13. According to the Chelan County GIS mapping, the subject property does contain potential geologic hazardous areas; therefore, the provisions of CCC Chapter 11.86, Geologically Hazardous Areas Overlay, would apply. A geological site assessment, dated April 14, 2022 and conducted by Nelson Geotechnical Associates, INC., was submitted with application. The property is compatible with residential development if geologic hazards are mitigated per the provided recommendations.
14. Pursuant to the National Wetlands Inventory Map, the site does not contain any known wetlands. Therefore, the provisions of CCC Chapter 11.80, do not apply.
15. Pursuant to the Washington State Department of Fish and Wildlife Priority Habitat and Species Maps and CCC Chapter 11.78 Fish and Wildlife Overlay District, the development does not contain any known habitat conservation areas. Therefore, the provisions of CCC Chapter 11.78 do not apply.
16. On January 6, 2022, a pre-application meeting was held to discuss the proposed major subdivision.
17. The proposed subdivision fronts on Boetzkes Avenue. Boetzkes Avenue is a 50' right-of-way and is classified as an Urban Local access Road in the county road system. Boetzkes Avenue consists of single travel lanes for both directions with no curb, gutter or sidewalk. Boetzkes Avenue has a 20' asphalt roadway surface width. A lot access and addressing plan pursuant to CCC Section 15.30.310 would be required to be submitted prior to final plat approval. The plan must demonstrate how all lots and any existing driveway easements would be constructed and how they meet county road approach standards.
18. The comment letter from Chelan County Public Works, dated November 30, 2022, states a private stormwater drainage system is required with an Operation and Maintenance Agreement of the drainage system and recorded with the final plat.
19. Domestic water would be served by expansion of the Lake Chelan Reclamation District, public water system.
20. Sanitation would be served by expansion of the Lake Chelan Reclamation District, public sewer system.
21. Power would be provided via an extension of the Chelan County PUD.
22. Noise impacts are addressed in Chelan County Code Chapter 7.35.
23. The applicant submitted an environmental checklist on May 19, 2022. Pursuant to WAC 197-11 and RCW 43-21C of the State Environmental Policy Act (SEPA), an environmental review and a threshold determination was completed by Chelan County. A Determination of Non-Significance (DNS) was issued on December 2, 2022. The SEPA Checklist and DNS are included within the file of record and adopted by reference.
24. The Notice of Application was referred to agencies and departments on June 15, 2022 and surrounding property owners within 300 ft. excluding 60 ft. of right-of-way with comments due June 29, 2022. Agency comments are included, as appropriate, within this staff report and in the recommended Conditions of Approval. The following agencies and County departments were sent referral packets.

Agencies Notified	Response Date	Nature of Comment
Chelan County Assessor	July 6, 2022	

Chelan County Fire Marshal	November 29, 2022	The subject property is located within Fire District 5. Recommended conditions of approval for fire flow provisions.
Chelan County Fire District # 5	June 24, 2022	Recommended conditions of approval.
Lake Chelan Reclamation District	June 16, 2022	Recommended conditions of approval were provided regarding the domestic water and sewer.
Chelan County Building Official	No Comment	
Chelan-Douglas Health District	July 18, 2022	Recommended conditions of approval were provided regarding the domestic water and sewer.
Chelan County Public Works	November 30, 2022	Recommended conditions of approval were provided regarding lot access and stormwater requirements.
Chelan County PUD		Utility easements would need to acquire if they are not dedicated in the recorded plat.
WA Dept. of Fish and Wildlife	No Comment	
WA Dept. of Ecology	June 27, 2022	Remediation is required prior to final plat approval.
WA Dept. of Archaeology & Historic Preservation	June 29, 2022	Recommend a professional archaeological survey of the development area be conducted and a report be produced prior to ground disturbing activities.
Yakama Nation	No Comment	
Confederated Tribes of the Colville Reservation	July 11, 2022	Request a cultural resources survey with subsurface testing.

25. Public comments were received from the following individuals:

25.1 Brian Patterson, June 26, 2022. Mr. Patterson was concerned about possible soil contamination.

- 25.2 Kathy Blum, June 27, 2022. Ms. Blum would like to see the development approved, although there should be lead and arsenic testing and consideration for neighbors during construction regarding dust management.

26. Application and Public Hearing Notice Compliance:

Application Submitted:	May 19, 2022
Determination of Completeness issued:	June 8, 2022
Notice of Application:	June 15, 2022
SEPA DNS Issued:	December, 2022
Notice of Hearing:	December 22, 2022
Public Hearing:	January 4, 2023

27. The subject property is within the study area of the Chelan County Comprehensive Manson Subarea Plan and the Urban Residential 2 (UR2) designation, which contain the following goals and policies:

- 27.1 Goal LU-1: Achieve an efficient use of land in and around the Manson Community, preserving existing Agriculturally-designated land, reducing urban sprawl and retaining Manson's natural-resource based rural and open-space character.
- 27.2 Policy LU-1C Establish incentives to promote infill development within the existing UGA.
- 27.3 Policy LU1-D Ensure that any development in the UGA is fully served by water, wastewater and other necessary public services.
- 27.4 Goal LU-7: Plan, encourage and work to integrate open spaces throughout Manson to help retain the community's rural character
- 27.5 Goal H-1: Provide sufficient housing in Manson to provide dwellings for all income levels and for all needs.
- 27.6 Policy H-1-D Encourage diversity in housing types to accommodate an increasingly diverse population
- 27.7 The Hearing Examiner finds that the proposed subdivision, as conditioned, is consistent with the Chelan County Comprehensive Plan.

28. Chelan County Code, Title 11: Zoning -Chelan County Code Section 11.23.040: Standards:

- 28.1 Minimum lot size shall be 6,000 sq. ft.
- 28.2 Minimum lot width is 70 ft. at the front building line for an interior lot; 80 ft. for a corner lot. Minimum lot width is 60 ft. at the front building line.
- 28.3 Maximum building height is 35 ft.
- 28.4 Maximum lot coverage is 65%.

- 28.5 Minimum setback requirements shall be: (A) Front yard: 20 ft. from the front property line; (B) Rear yard: 20 ft. from the rear property line; (C) Side yard: 5 ft. from the side property line.
- 28.6 The proposed lots would be for residential use. The applicant is proposing lots ranging in size from the smallest lot at 0.27 acres (11,761 sq. ft.) to the largest lot at 0.36 acres (15,681 sq. ft.). All lots would be served by Lake Chelan Reclamation District for domestic water and sewer.
- 28.7 All proposed lots exceed the minimum lot width of 60 ft. at the front building line. Building setbacks, height, and lot coverage would be reviewed at the time of building permit application.
- 28.8 The Hearing Examiner finds that the proposed major subdivision, as conditioned, would be consistent with the provisions of CCC Section 11.23.040.
29. Chelan County Code 14.08.010 Pre-application meetings:
- 29.1 Prior to the filing of a preliminary plat, the sub-divider shall submit to the administrator plans and other information sufficient to describe essential features of the property and the proposed or contemplated uses and development for the purposes of scheduling a formal pre-application meeting in accordance with CCC 14.08.010.
- 29.2 Hearing Examiner Finding: The applicant participated in a pre-application meeting with Chelan County Community Development on January 6, 2022.
30. Chelan County Code, Title 12: Land Divisions - Chelan County Code 12.02.060 Concurrency of Public Infrastructure:
- 30.1 After the opportunity for review and comment, all providers of water, sewage disposal, schools, and fire/police protection serving the proposed land division have been given adequate notice to provide comment regarding adequate capacity or arrangements for adequate services for the development, concurrently with the demand for such services and facilities.
- 30.2 No county facilities will be reduced below adopted levels of service as a result of the proposed land division.
- 30.3 The subject property would be served by Lake Chelan Reclamation District for domestic water and sewer. Extensions of the existing lines would be required for power.
31. Chelan County Code 12.08 – Defines the standards for all subdivisions:
- 31.1 No land division shall be approved which bears a name using a word which is the same as, similar to or pronounced the same as a word in the name of any other subdivision in the county, except for the words which contain the following “town,” “county,” “place,” “court,” “addition,” “acres,” “heights,” “villa,” or similar words, unless the land so divided is contiguous to the land division bearing the same name.
- 31.2 Review of the name would be required prior to final plat approval to determine that it does not match or is not similar to an existing plat name.
32. Chelan County Code 12.08.030 Easement:
- 32.1 Utilities, whenever feasible, shall be located outside the established road prism, as defined in Title 15, but within the right-of-way. When location within the public right-of-way is not feasible or practical, as determined by the county or local utility purveyor, the following provisions shall be adhered to:

- 32.1.1 Easements for the construction and maintenance of utilities and public facilities shall be granted, as determined by the county or local utility purveyor, to provide and maintain adequate utility service to each lot and adjacent lands.
- 32.1.2 The widths of the easements shall be the minimum necessary as determined by the utility purveyor, unless the administrator determines a small or larger width is appropriate based on-site conditions. Whenever possible, public utilities shall be combined with driveways, pedestrian access ways and other utility easements.
- 32.1.3 Hearing Examiner Finding: Electrical services are available from the Chelan County PUD No. 1. However, line extension would be required.
- 32.2 Private road easements shall be shown.
 - 32.2.1 The applicant is proposing access by a private internal road and private driveways. Private road standards, as detailed in Title 15, apply to this development and require an approved maintenance agreement.
- 32.3 Easements required by this section shall be granted by the terms and conditions of such easements being shown on the final land division or separate instrument.
 - 32.3.1 All easement locations are required to be shown on the final plats, pursuant to CCC 12.08.030. Separate instruments recorded with the Chelan County Auditor should be referenced on the face of the final plat. Required easements, shall be reviewed with the blue line submittal.
- 32.4 Easement provisions shall be in conformance with the standards contained in Title 15, Development Standards.
 - 32.4.1 Easement locations and purpose(s) should be indicated on the final plat. Easements shall be reviewed with blue line submittal.
- 33. Chelan County Code 12.08.040 Fire protection standards: The fire protection standards contained in Title 15 and adopted International Fire Code are required in all divisions of land. Modifications are allowed though the adopted fire credit options when approved by the Chelan County Fire Marshal.
 - 33.1 The Chelan County Fire Marshal requires conformance with the International Fire Code. The nearest fire station is within 1 mile of the subject property. Pursuant to CCC Section 3.04.010, State Building Code, all building permits require compliance with the International Fire Code(s), as adopted or amended by Chelan County.
- 34. Chelan County Code 12.08.050 Storm Drainage: All land division creating new impervious surfaces shall meet the following requirements: (1) Storm drainage shall be provided in accordance with the adopted standards. (2) All infrastructure within the right-of-way shall become the property of, maintained and operated by, Chelan County.
 - 34.1 A private stormwater drainage system would be required for the proposed preliminary plat. Operation and maintenance of the private drainage system would require a Maintenance Agreement. The Maintenance Agreement must include an operational and annual maintenance criteria. Said Maintenance Agreement shall but submitted to the Public Works Department with the Preliminary Mylar (blue lines) and shall be recorded with the final plat.
- 35. Chelan County Code 12.08.060 Watercourses. Where a division of land is traversed by a watercourse, a drainage easement adequate for the purpose and conforming to the line of such watercourse, drainage way, waste-way, channel or stream and of such width for construction, maintenance and protection as determined by the decision body shall be provided.

- 35.1 The property is not impacted by a watercourse.
36. Chelan County Code 12.08.080. Road Standards: All land divisions shall comply with Title 15.
37. Chelan County Code 12.08.090. Monuments: Permanent survey monuments shall be provided for all final land divisions as required in Section 15.30.825.
- 37.1 Per Title 15 of the CCC, monuments should be required prior to submittal of the final plat or as approved by Chelan County Public Works Department. Compliance with CCC 15.30.825 shall be a condition of approval.
38. Chelan County Code 12.08.100 Flood Protection:
- 38.1 No land division shall be approved if related improvements such as levees, fills, roads, or other features will individually or collectively significantly increase flood flows, heights, or velocities.
- 38.2 If a determination is made that part of a proposed land division lies within the one-hundred-year flood plain or the floodway, the requirements of the Chelan County flood hazard development resolution shall apply.
- 38.3 The subject property is not impacted with flood plain. Therefore, a Flood Plain Development Permit is not required.
39. Chelan County Code 12.24.015. All final land division review and approval requirements: The approval given to a preliminary plat shall expire pursuant to Revised Code of Washington (RCW) 58.17.140 unless, within the allowed timeframe, a proposed final plat in proper form is filed with the administrator.
- 39.1 The applicant shall have five (5) years to final the plat from the date of preliminary approval.
40. Chelan County Code 11.20.020:
- 40.1 All subdivisions shall conform to the design standards of this title, in addition to the comprehensive plan, and all zoning regulations in effect at the time any preliminary subdivision of a subdivision is submitted for approval. Lots shall be of sufficient area and width to satisfy zoning requirements.
- 40.2 Hearing Examiner Finding: Pursuant to the review within this Decision, the proposed development is consistent with the applicable chapters of the zoning code for the Urban Residential 2 (UR2) zoning districts, together with Chelan County Comprehensive Plan.
41. Chelan County Code Critical Areas:
- 41.1 Chelan County Code 11.86 Geologically Hazardous Areas:
- 41.1.1 Hearing Examiner Finding: Pursuant to the Chelan County Geologically Hazardous Areas map data, the subject property does contain potential geologically hazardous areas. Therefore, the provisions of CCC Chapter 11.86, Geologically Hazardous Areas Overlay District do apply.
42. Chelan County Code Stormwater:
- 42.1 Stormwater would be required to meet the standards of Chelan County Code Title 13. Stormwater would be required for the entire subdivision and all required infrastructure improvements placed prior to final plat approval.
43. An open record public hearing after due legal notice was held using Zoom video conferencing on January 4, 2023.

44. At this hearing the entire Planning staff file was entered into the record.
45. Appearing and testifying on behalf of the Applicant was John Torrence. Mr. Torrence testified that he was the Applicant and property owner. Mr. Torrence stated that he had no objection to any of the proposed Conditions of Approval and agreed with all representations in the staff report. However, he did have the following clarifications:
- 45.1 Clarification of the parcel addresses – one parcel does not have an address.
 - 45.2 Questions about the date of Mr. Patterson's comment.
 - 45.3 In proposed Condition of Approval No. 4, that the plat must be recorded and not just submitted, within 5 years.
 - 45.4 Regarding proposed Condition of Approval No. 9, that the term "clean-up" be replaced with "mitigation".
 - 45.5 Regarding proposed Condition of Approval No. 12, that an inadvertent discovery plan be required instead of a full cultural resource study. The Hearing Examiner noted that in the Applicant's SEPA checklist, the Applicant indicated that they had not done any investigation as to the existence of cultural resources, and therefore, presented no evidence that there were likely no cultural resources on the site. The Applicant testified at the hearing that the site had been used as an orchard for many years. Staff suggested, and the Applicant agreed, that if the Applicant can convince DAHP to allow only an inadvertent discovery plan and waive in writing the requirement for a cultural resource survey, the County would agree to the modification of this condition.
 - 45.6 In proposed Condition of Approval No. 14.2, there is a typo. The word "swelling" should be "dwelling".
 - 45.7 Regarding proposed Conditions of Approval Nos. 16.1 and 16.2, the Applicant indicated that the information required in 16.1 had already been submitted and the information in 16.2 would be submitted, although the phrasing of the condition was somewhat confusing.
 - 45.8 Regarding proposed Condition of Approval No. 17.3, the last sentence does not specifically apply to this project. Staff clarified that in the future, development agreements were not going to be allowed by Chelan County Public Works and, therefore, there is a requirement that if the Applicant is going to request one, it must be done with the application materials.
 - 45.9 Regarding proposed Condition of Approval No. 17.14, he indicated that the shared driveway access road requirements are not applicable to this project.
 - 45.10 Regarding proposed Condition of Approval No. 17.25, he suggested taking out the word "preliminary" and just have it "final plat" or just "plat".
 - 45.11 Regarding proposed Condition of Approval No. 17.26, again the Applicant requested taking out the word "preliminary" and replacing it with "final".
46. The following members of the public testified at the hearing:
- 46.1 Brad Bradley. Mr. Bradley owns property adjacent and to the west of the Applicant's property. He had concerns regarding stormwater drainage onto his property and whether or not there would be any silt fences to protect run-off onto his property.
 - 46.2 In response, Mr. Torrence testified that the slope of the property generally flows to the southeast, which would be away from Mr. Bradley's property, and it is not likely that the stormwater would flow uphill. In any event, all stormwater would be contained onsite, not only during construction, but with the stormwater plan that will be in place after completion of the construction.
47. Any Conclusion of Law that is more correctly a Finding of Fact is incorporated herein as such by this reference.

II. CONCLUSIONS OF LAW

1. The Chelan County Hearing Examiner has been granted the authority to render this decision pursuant to Chelan County Code Section 1.61.080 Duties and Powers.
2. The subject application demonstrates consistency with the development standards and procedural requirements of CCC Title 11 Zoning, Title 12 Land Divisions, Title 14 Development Permit Procedures and Administration, and Title 15 Development Standards.
3. The application, as conditioned, demonstrates consistency with the goals and policies as set forth in the Chelan County Comprehensive Plan.
4. The application, as conditioned, demonstrates consistency with adopted levels of service for roads, utilities, fire protection facilities, schools and other public and private facilities needed to serve the development, with assurance of concurrency.
5. The public interest would be served by the subdivision.
6. The application, as conditioned, is compatible with adjacent uses and would not harm or change the character of the surrounding area.
7. Any Finding of Fact that is more correctly a Conclusion of Law is hereby incorporated as such by this reference.

III. DECISION

Based upon the above noted Findings and Fact and Conclusions, **PLAT 2022-223** is hereby **APPROVED**, subject to the following Conditions of Approval.

IV. CONDITIONS OF APPROVAL

All conditions imposed by this decision shall be binding on the applicant, which includes the owner or owners of the properties, heirs, assigns, and successors.

1. Pursuant to RCW 58.17, the project shall conform to all applicable local, state, and federal regulations, statutes, rulings, and requirements. The proposal shall be subject to approval that may be required under permits licenses or approvals by any other local, state, or federal jurisdictional agency.
2. All conditions imposed herein shall be binding on the Applicant. "Applicant" shall mean terms, which include the owner or owners of the property, heirs, assigns and successors.
3. Pursuant to CCC Section 12.24.040, the final Plat shall be designed in substantial conformance with the preliminary plat of record, date stamped May 19, 2022, on file with the Chelan County Department of Community Development, except as modified herein. No increase in density or number of lots shall occur without a re-submittal of a plat application.
4. Pursuant to CCC Section 12.24.015 and RCW 58.17.140, final Plat approval must be recorded within five (5) years from the date of preliminary approval, unless an extension is granted.
5. Pursuant to RCW 58.17.255 and WAC 332-130-040, all easement locations are required to be shown on the final Plat. Separate instruments recorded with the Chelan County Auditor shall be referenced on the final Plat.

6. Pursuant to RCW 84.56.345, all taxes, delinquent taxes, and assessments that are required to be paid by the Chelan County Treasurer shall be paid prior to final Plat recording.
7. Pursuant to CCC Section 11.86.080, the following note shall be placed on the final plat:
 - 7.1 "All or part of this area may be located within a suspected or known geologically hazardous area. Subsequent development shall be consistent with Chelan County Code Chapter 11.86 Geologically Hazardous Areas Overlay District, as amended; and the Geological Site Assessment prepared by Nelson Geotechnical Associates, INC dated April 14, 2022 or with a site-specific geological site assessment."
8. Pursuant to CCC Title 12, the following note shall be placed on the final Plat:
 - 8.1 "Chelan County is not responsible for notification or enforcement of covenants to deed restriction or reservations affecting use or title. Any permit issued does not acknowledge or recognize any covenants or deed restrictions or reservations that may burden or otherwise affect this property. Applicant /owner assume all risk and liability for any claims and liabilities for covenants or deed restrictions or reservations."
 - 8.2 "Agricultural activities occur throughout Chelan County and may or may not be compatible with residential development."
9. The Washington State Department of Ecology requires that the soils be sampled and analyzed for lead and arsenic and for organochlorine pesticides. If these contaminants are found at concentrations above MTCA cleanup levels, the Washington State Department of Ecology recommends that the potential buyers be notified of their occurrence.
 - 9.1. Historical aerial photos indicate that the subject property is located on property that was occupied by orchard during the time period when lead arsenate was applied as a pesticide, often resulting in shallow soil contamination from lead and/or arsenic. Before proceeding, the development is required to conduct soil sampling under the Model Toxic Control Act (Chapter 173-340 WAC).
 - 9.2. Since sampling indicates elevated levels of lead and arsenic, mitigation is required. The Department of Ecology plans to use Model Remedies for lead and arsenic pesticide contamination in historical orchards of Central Washington.
 - 9.3. Compliance with a Model Remedy ensures the development meets the minimum standards of the Model Toxics Control Act, and if implemented as described, the property would be successfully cleaned up to Washington Standards.
10. An NPDES Construction Stormwater Permit may be required if there is a potential for stormwater discharge from a construction site with disturbed ground. Ground disturbance includes all utility placements, and building or upgrading roads. The permitting process requires going through placements, and building or upgrading roads.
11. Pursuant to the Revised Code of Washington, the following notes shall be placed on the final Plat:
 - 11.1 "Noxious weed control is the responsibility of the individual lot owners, per RCW 17.10.140, as amended."
 - 11.2 "If any Native American grave sites or archaeological resources are discovered or excavated, the owner/developer/contractor shall stop work immediately and notify Chelan County Department of Community Development and the Washington State Department of Archaeology and Historic Preservation in conformance with RCW 27.53.020."

12. Pursuant to comments received from the Department of Archaeology and Historic Preservation on June 29, 2022, the subject property is located within an area of high probability for containing cultural resources. Therefore, a cultural resource survey is required unless DAHP states in writing that a cultural resource survey is not required. Whether a survey is, or is not, ultimately required by DAHP, the Applicant shall enter into an inadvertent discovery plan approved by the County.
13. Pursuant to CCC Section 12.08.030, the applicant shall provide any necessary line extensions and any associated easements pursuant to the standards of Chelan County PUD No. 1. All easements shall be denoted on the final plat.
14. The subject property and final plat shall conform to the comments and conditions of approval as found in the Chelan County Fire Marshal Agency Comment dated November 29, 2022.
 - 14.1 The proposal/development shall conform to all applicable requirements of the International Fire Code and Chelan County Code administered by the Chelan County Fire Marshal.
 - 14.2 The minimum fire flow and flow duration requirements for one and two-family dwellings having a fire area which does not exceed three thousand six hundred square feet shall be seven hundred fifty gallons per minute. Fire flow and flow duration for swelling having a fire area in excess of three thousand six hundred square feet shall not be less than that specified in Table B105.1(1) of the IFC, except that reduction in required fire flow of fifty percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system.
 - 14.3 Fire hydrants serving single family or duplex dwellings shall have a maximum lateral spacing of 600 feet with no lot or parcel in excess of 300 feet from a fire hydrant when serving lots less than 43,560 square feet (one acre).
 - 14.4 Fire hydrants serving single family or duplex dwellings shall have a maximum lateral spacing of 1,000 feet with no lot or parcel in excess of 500 feet from a fire hydrant when serving lots greater than 43,560 square feet (one acre).
 - 14.5 All fire hydrants shall be accessible to the fire department by roadways or accesses meeting the requirements of CCC Chapter 15.30, Road Standards, and meet the requirements of CCC Chapter 15.40, Minimum Standard for Water Mains and Fire Hydrants.
 - 14.6 The Fire Marshal may modify Fire-flow requirements downward by applying fire protection credits for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical. A note on the face of the final plat shall state: "Without the installation of a fire hydrant that has the capabilities of delivering the required fire flow and within the required distance to the lots in question, the applicant may choose one or any combination of the fire protection credits to satisfy 100% Fire Protection Credits needed."
 - 14.7 Class A roofing/noncombustible roof covering, as defined in the International Building Code, shall be used in all areas of Chelan County. A note on the face of the final mylar shall state that: "All buildings that require a building permit within this short plat shall have Class A roofing materials."
 - 14.8 New homes shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. The design of the proposed sign shall be submitted to the Fire District and/or Fire Marshal for approval prior to installation.

- 14.9 All buildings within this plat that require a building permit shall comply with the provisions of the Wildland-Urban Interface adopted by Chelan County at the time the building permit is submitted.
15. The subject property and final plat shall conform to the comments and conditions of approval as found in the Lake Chelan Reclamation District Agency Comment dated June 16, 2022.
- 15.1 Domestic water mainline infrastructure upgrade/extension(s) would be required to serve this plat. Services to the individual lots would be available upon applicable fees and infrastructure upgrades.
- 15.2 Sewer infrastructure upgrades/extensions would be required. Service to the individual lots would be available upon applicable fees and infrastructure upgrades.
16. The subject property and final plat shall conform to the comments and conditions of approval as found in the Chelan-Douglas Health District Agency Comment dated July 18, 2022.
- 16.1 If not already provided, a written water and sewer availability statement is required from each utility, confirming water is available AND sewer service to serve the proposed lots.
- 16.2 The Applicant shall provide statements from the utility purveyor that includes a description of any water system and/or sewer system improvements needed or easements to service the lots. Improvements must be completed prior to final plat, or indicate if it includes performance bonding.
- 16.3 The dedicatory language on the final plat shall carry these notes:
- 16.3.1 "The Health District has not reviewed the legal availability of water to this development."
17. The subject property and final plat shall conform to the comments and conditions of approval as found in the Chelan County Public Works Department agency comment dated November 30, 2022.
- 17.1 Pursuant to CCC Section 11.88.070(3); and Chapter 4, Section 6.14 of the Chelan County Transportation Element, the applicant is required to dedicate additional right-of-way on Boetzkes Avenue 30' from centerline.
- 17.2 Frontage road improvements would be required to Boetzkes Avenue. The applicant would be required to construct 1/2- street road widening with curb, gutter and sidewalk along the entire of the project per CCC Chapter 15.30.
- 17.3 The applicant may enter into a 'Development Agreement' for the road/frontage improvements to Boetzkes Avenue. The applicant and Chelan County Public Works can meet to discuss a deferred payment agreement option that may be allowed for the required improvement. In the future, this agreement shall be executed prior to submittal of project application.
- 17.4 If the applicant chooses to do the road improvements, pursuant to CCC Section 15.30.610, the applicant shall submit construction plans and reports for all required improvements in accordance with CCC Section 15.30.610: 'The construction Plans shall include, but are not limited:
- 17.4.1 Drainage Report & Plan
- 17.4.2 Curb, Gutter and Sidewalk Improvement Plans (showing location of utilities).
- 17.4.3 Lot Access Plan
- 17.4.4 Erosion and Sedimentation Control Plan

- 17.5 A Pre-Construction Meeting with the owner/contractor and the Chelan County Public Works Department would be required prior to commencement of construction in accordance with CCC Section 15.30.650(8)(F)(2).
- 17.6 The applicant would be required to submit signed As-built Construction Plans by the applicant's engineer prior to the County Engineer signing the Final Mylar.
- 17.7 Pursuant to CCC Section 12.08.020, the applicant must demonstrate a Legal and Perpetual Access for the proposed subdivision.
- 17.8 Pursuant to CCC Chapter 15.30, the design and construction of the new proposed main internal private roads would be required to be constructed to meet a Private Urban Emergency Vehicle Access Road (Standard Plan PW-18). An Emergency Vehicle Access Turnaround (Standard Plan PW-23-A or B) is required on any dead-end street/road longer than one-hundred and fifty feet (150').
- 17.9 Pursuant to CCC Section 15.30.340, the applicant shall file a Private Road Maintenance and Upgrading Agreement appurtenant to all the property owners having a vested interest in the private shared/common access road and must contain wording of maintenance of the road sign within the development. Said agreement must be provided simultaneously with the Preliminary Mylar (blue line) submission. Said agreement shall be recorded with the final plat.
- 17.10 Pursuant to CCC Section 15.30.650, requires the following language on the face of the plat:
- 17.10.1 'Chelan County has no responsibility to build, improve, maintain, or otherwise service any private road for this plat.'
- 17.11 Pursuant to CCC Section 15.30.360, all lots within this subdivision would be required to access off the new proposed internal roadway system.
- 17.12 Pursuant to CCC Section 15.30.240, the applicant would be required to provide snow storage areas.
- 17.13 Pursuant to CCC Section 15.30.330, the applicant is required to submit a sight distance analysis for all existing access and proposed access points. This includes all driveways and road intersections.
- 17.14 Pursuant to CCC Section 10.20.200, and if applicable, road naming would be required for the shared driveway/access road that serves three or more addressable parcels or structures. The applicant would be required to notify all affected property owners that have legal access/use to the access being named or that owns property that abuts the access. A signature of the property owner or a certified mail receipt would be required to prove such notification. That proof, a road naming applicant with 3 or more names and a road naming fee must be submitted to Chelan County Public Works for each of the shared accesses being named. Approval would be up to emergency services. Once a road name has been approved a road name sign would be required to be installed by the applicant per Chelan County specs. Once the road name sign is installed. The applicant would be required to contact Chelan County Public Works for an inspection.
- 17.15 Pursuant to CCC Chapter 10.20, the applicant shall add the following note to the final Mylar for addressing:
- 17.15.1 'Addresses are assigned to each lot based on given driveway locations. Any and all modifications to the location of the driveway(s) shall result in a change to the address previously assigned to said lot(s).'

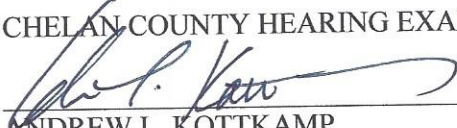
- 17.16 Pursuant to CCC Section 15.30.310, the applicant shall place a note on the face of the plat stating:
- 17.16.1 'All new driveways accessing County Roads shall require an access permit from Chelan County Public Works, prior to the issuance of a building permit.'
- 17.17 Pursuant to CCC Section 15.30.820, the applicant shall not obstruct sight distance with a centralized mailbox or locate a centralized mailbox on a County road right-of-way that would hinder County Road Maintenance. Should a centralized mailbox be required, provide details on construction plans. Minimum information shall include location, installation details, and pull-out detail.
- 17.18 The final plat shall include any easements necessary to provide and maintain all utilities to and within the proposed preliminary plat.
- 17.19 Pursuant to CCC Section 13.18.030(9), on the final plat, show the necessary easements and tracts in accordance with the approved drainage plan.
- 17.20 The applicant shall submit lot closure calculations with the Preliminary Mylar (blue) submission.
- 17.21 The plat must identify all roads as public or private.
- 17.22 The plat must identify centerlines, easements and right-of-way dimensions on Boetzkes Avenue and on any new proposed roads.
- 17.23 Pursuant to CCC Section 15.30.825, monumentation would be required to be placed on all adjacent public roads if not already monumented.
- 17.24 Show all easements that benefit or burden the development site.
- 17.25 The final plat must comply with stormwater standards, CCC Chapter 13.12; 13.14; 13.16; and 13.18.
- 17.26 A private stormwater drainage system would be required for the final plat. Operation and maintenance of the private drainage system would require a Maintenance Agreement. The Maintenance Agreement must include an operational and annual maintenance criterion. Said Maintenance Agreement shall be submitted to the Public Works Department with the Preliminary Mylar (blue) and shall be recorded with the final plat. The following not shall be placed on the final plat:
- 17.26.1 "The area within this plat contains a private storm drainage system designed to control runoff originating from this site. This site shall burden and benefit the parties' successors and assigns; that its contents are binding upon the parties' successors in interest and runs with the land. The Drainage Plan for this development was prepared by the engineering firm of _____, dated _____, a copy of which is on file with the Chelan County Public Works Department. It shall be the responsibility of the property owner(s) and/or their successors to thereafter maintain the storm drainage system to the originally designed condition. Chelan County personnel shall have the right of access to the property for purpose of inspection of the storm drainage system. If Chelan County personnel determine that the storm system maintenance is unsatisfactory, and the property owner has had due notice and opportunity to satisfactorily maintain the system, Chelan County personnel and equipment may enter the property to perform the necessary maintenance. Such maintenance shall be at the property owner's expense.

This private storm water drainage system was installed for the owner(s), who hereby agree to waive on behalf of itself and its successors in interest, any and all claims for damages against any governmental authority arising from the inspection, approval of, design of, and construction and/or maintenance of the drainage system."

Stormwater Maintenance & Operation Agreement AFN_____.

Dated this 5 day of January, 2023.

CHELAN COUNTY HEARING EXAMINER


ANDREW L. KOTTKAMP

Anyone aggrieved by this decision has twenty-one (21) days from the issuance of this decision, to file an appeal with Chelan County Superior Court, as provided for under the Judicial Review of Land Use Decisions, RCW 36.70C.040(3). The date of issuance is defined by RCW 36.70C.040 (4)(a) as "(t)hree days after a written decision is mailed by the local jurisdiction or, if not mailed, the date on which the local jurisdiction provides notice that a written decision is publicly available" or if this section does not apply, then pursuant to RCW 36.70C.040(3) (c) "...the date the decision is entered into the public record." Anyone considering an appeal of this decision should seek legal advice.

Chelan County Code Section 1.61.130 provides that any aggrieved party or agency may make a written request for reconsideration by the Hearing Examiner within ten (10) days of the filing of the written record of decision. The request for reconsideration shall be submitted to the Community Development Department. Reconsideration of the decision is wholly within the discretion of the Hearing Examiner. If the Hearing Examiner chooses to reconsider, the Hearing Examiner may take such further action deemed proper and may render revised decision within five (5) days after the date of filing of the request for reconsideration. A request for reconsideration is not a prerequisite to filing an appeal under Section 1.61.160.

The complete case file, including findings, conclusions, and conditions of approval (if any) is available for inspection during the open office hours at Chelan County Department of Community Development. Their address is 316 Washington Street, Suite 301, Wenatchee, WA 98801. Their telephone number is (509) 667-6225.