

**CITY OF CHELAN  
CITY COUNCIL AGENDA**

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL
2. AGENDA CHANGES
3. CITIZEN COMMENTS  
Items not on the agenda. Time limited per the Mayor.
4. MINUTES
5. CONSENT AGENDA  
All items under the Consent Agenda are approved with one motion.
  - A. Excuse Councilmember Ericks from the March 10, 2026 Regular City Council Meeting (Mayor McCardle)
  - B. Approve March 24, 2026 Accounts Payable Checks and EFT's & Payroll Checks and EFT' s (Councilmember Benegas)
6. SPECIAL PRESENTATIONS
  - A. Introduction to Public Works Staff Members (Public Works Director Youngren)
  - B. Community Development Week Proclamation (Mayor McCardle)
7. PUBLIC HEARINGS
  - A. None
8. MOTION CONSIDERATIONS
  - A. Ordinance No. 2026-1654 2026 Budget Amendment No. 1 - General Fund & Transportation Capital Budget Authority (Finance Director Evans)
  - B. Ordinance No. 2026-1653 Home Occupation Code Amendments (Community Development Director Ajax)
  - C. Chelan County Fire Protection District No. 7 Lake Chelan Municipal Airport Amendment No.1 to Airport Lease (Lot 2) (City Administrator McAloon)
  - D. Federal Aviation Administration (FAA) Grant Application for the Design Phase of the Runway 2/20 Rehabilitation Project (City Administrator McAloon)
  - E. Ardurra Group Construction Management Agreement for the SR150 Sewer Mainline Replacement Project (Public Works Director Youngren)
  - F. Washington State Department of Commerce Capital Agreement for the Connecting Housing to Infrastructure Project (CHIP) (HR/Communications Director Coltman)

9. ADMINISTRATIVE REPORTS

- A. Phoenix Protective Corp/PPC Solutions Inc. Professional Services Agreement for Security Services in City Parks (Parks and Recreation Director Copper)
- B. SR150 Sewerline Noise Discussion (Public Works Director Youngren)
- C. City Administrator Job Description (HR/Communications Director Coltman)
- D. City Clerk Job Description (HR/Communications Director Coltman)
- E. Community Development Director Job Description (HR/Communications Director Coltman)
- F. Finance Director Job Description (HR/Communications Director Coltman)
- G. HR/Communications Director Job Description (HR/Communications Director Coltman)
- H. Parks and Recreation Director Job Description (HR/Communications Director Coltman)
- I. Public Works Director Job Description (HR/Communications Director Coltman)

10. INFORMATIONAL ITEMS

These items are for informational purposes only and are generally not discussed.

- A. Tentative Advanced Agenda (City Administrator McAloon)
- B. Council Committee Reports (Various Councilmembers)
- C. Contract Intake Report (City Clerk Gallucci)

11. CITY ADMINISTRATOR AND DEPARTMENT REPORTS

12. MAYOR AND COUNCIL COMMENTS

13. EXECUTIVE SESSION

- A. None

14. ADJOURNMENT

**Our Vision**

Chelan is a rural lakeside community surrounded by pristine natural beauty where generations of visitors and residents enjoy an exceptional quality of life.

**Our Guiding Principles & Outcomes**

- Visionary & Strategic - A city that is forward-thinking, collaborative, and fiscally responsible.
- Thriving & Connected - A vibrant, well-planned city where residents have a sense of home.
- Healthy & Sustainable - A flourishing city that supports an active community.
- Accessible & Welcoming - A safe city where everyone can find community.

The next meeting will be a City Council Workshop on April 7, 2026, beginning at 5:15 p.m. in Council Chambers, 135 E. Johnson Avenue, Chelan, Washington.

A City Council meeting packet is available for review on the City's Website: City of Chelan under Government - City Council - Agendas & Minutes.

# COMMUNITY DEVELOPMENT WEEK PROCLAMATION *April 6-10, 2026*



WHEREAS, the City of Chelan envisions **a rural lakeside community surrounded by pristine natural beauty where generations of visitors and residents enjoy an exceptional quality of life**; and

WHEREAS, thoughtful community development helps bring this vision to life by guiding responsible growth, protecting natural resources, supporting local businesses, and investing in infrastructure and public spaces that benefit residents and visitors alike; and

WHEREAS, the City is committed to being **Visionary and Strategic**—forward-thinking, collaborative, and fiscally responsible in planning for Chelan’s future; and

WHEREAS, strong planning and development practices help ensure Chelan remains **Thriving and Connected**, fostering a vibrant and well-planned community where residents experience a strong sense of home; and

WHEREAS, responsible development supports a **Healthy and Sustainable** community by preserving the natural environment, encouraging active lifestyles, and ensuring long-term community vitality; and

WHEREAS, community development efforts strive to make Chelan **Accessible and Welcoming**, creating a safe and inclusive community where everyone can find connection and belonging; and

WHEREAS, community development professionals—including planners, building officials, engineers, and community partners—work collaboratively with residents, businesses, and elected leaders to shape a resilient and vibrant future for Chelan; and

WHEREAS, **Community Development Week** is recognized nationally as a time to celebrate the programs, partnerships, and people who make strong communities possible.

NOW, THEREFORE, I, the Mayor of the City of Chelan, Washington, do hereby proclaim April 6-10, 2026, as **Community Development Week** in the City of Chelan and encourage residents, businesses, and community partners to recognize the important work that helps our community grow thoughtfully while preserving the character and beauty that make Chelan such a special place.

DATED this 24th, day of March, 2026.



\_\_\_\_\_  
Mayor Erin McCardle



# City of Chelan

2025-055H

CITY COUNCIL

March 24, 2026

Subject/Title: Ordinance No. 2026-1654 2026 Budget Amendment No. 1 - General Fund & Transportation Capital Budget Authority (Finance Director Evans)

Department: Finance

Staff Contact: Heidi Evans

Guiding Principles: Healthy & Sustainable

Initiatives: Modernize Resource

Reviewed By: City Administrator and Finance Director

Number of Looks: Look No. 1 of 1

## GOVERNING LEGISLATION

RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities. "...The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title...".

## PREVIOUS ACTION TAKEN

Council approved the 2026 Budget on December 9, 2025. Ordinance No. 2025-1649

## OVERVIEW

The first budget amendment of the year seeks to provide staff with budget authority for the general fund and transportation capital expenditures. It also adds anticipated revenue into the transportation capital fund that was not included during the regular budget cycle. Immediate budget authority is necessary to staff for expected expenditures related to the library rehabilitation project, the purchase of additional microphones for council chambers, and for the purchase of a new walk-in cooler as per the terms of the lease with the golf course restaurant (cooler found to be beyond serviceable life). Additionally, the transportation department has a number of projects they are attempting to move into the execution phase, making budget authority necessary for those next steps.

Additionally, staff is requesting council approval of the following projects that have historically had funds earmarked for use within the general fund capital fund: Food Bank Building Project (funds were awarded during the COVID-19 era; staff is recommending a final year of roll-over funding at the remaining balance of \$12,102.51), the Chelan Butte Partnership (\$500,000), and for the installation of artwork with city limits (\$43,872).

**FINANCIAL IMPLICATIONS**

As outlined on the attached spreadsheet. General fund capital expenditures are expected to be covered using a modest amount of investment interest but will be primarily funded using the ~\$2.2M ending fund balance from 2025. Transportation expenditures are expected to be covered using Transportation Benefit District funds, outside grants and contributions, and if necessary, beginning fund balance.

**ATTACHMENTS**

- 1. Ordinance No. 2026-1654

**SUGGESTED MOTION**

Suggested Motion: I move to suspend the Council Action Martix for the review & approval process surrounding the 2026 Budget Amendment No 1. Proposal  
Suggested Motion: I move to adopt Ordinance No. 2026-1654.

**ORDINANCE NO. 2026-1654**

**AN ORDINANCE OF THE CITY OF CHELAN, WASHINGTON, AMENDING THE 2026 CITY BUDGET ADOPTED ON DECEMBER 9, 2025 BY ORDINANCE NO. 2025-1649 TO PROVIDE BUDGET AUTHORITY FOR GENERAL FUND CAPITAL EXPENDITURES AND TRANSPORTATION CAPITAL EXPENDITURES AND SPECIFY ANTICIPATED TRANSPORTATION CAPITAL REVENUE.**

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**WHEREAS**, since the adoption of the 2026 budget and passage of Ordinance No. 2025-1649, it has become necessary to designate monies for capital expenditures within the general fund capital and transportation capital fund accounts to provide budget authority for the purposes listed herein, and

**WHEREAS**, the City of Chelan is expected to receive transportation capital revenue that was not budgeted or anticipated at the time of the 2026 budget adoption process.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON, DO ORDAIN AS FOLLOWS:

**Section 1.** The attached “Exhibit A” reflects the increases and decreases to specified established and new accounts proposed. All other accounts outlined in Ordinance No. 2025-1649 remain unchanged as adopted.

**Section 2.** This Ordinance, being an Ordinance appropriating money, is exempt from the requirements of RCW 35A.11.090 and shall take effect five (5) days after passage.

ADOPTED by the City Council of the City of Chelan, Washington, at a regular meeting held on 24<sup>th</sup> Day of March 2026.

APPROVED:

By: \_\_\_\_\_  
Erin McCardle, Mayor

AUTHENTICATED:

By: \_\_\_\_\_  
Peri Gallucci, Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Quentin Batjer, City Attorney

**FILED WITH THE CITY CLERK: March 20, 2026**

**PASSED BY THE CITY COUNCIL:**

**PUBLISHED:**

**EFFECTIVE DATE:**

**ORDINANCE NO.: 2026-1654**

**"Exhibit A"**

**City of Chelan  
2026 Budget Amendment No. 1 Proposal**

Account Number	Title	Current Budget	Proposed Amendment #1	Proposed New Budget Amount	Notes
<b>General Fund Capital Expenditures</b>					
301-000-000-594-11-64-19	Council Chamber AV	\$0.00	\$5,000.00	\$5,000.00	Council Chambers Microphones
301-000-000-594-18-62-12	Facilities Maint Projects	\$0.00	\$163,000.00	\$163,000.00	\$150,000 for emergent library repairs; \$13,000 for golf course restaurant walk-in cooler replacement
301-000-000-594-18-62-20	Food Bank Bldg Design	\$0.00	\$12,102.51	\$12,102.51	Rollover funding awarded during Covid years. Recommendation to council: Final year of roll-over.
301-000-000-594-18-64-03	Security Cameras City Hall	\$19,506.22	\$0.00	\$19,506.22	No change - was established during the budget cycle
301-000-000-594-18-64-22	Mach/Equip-Tech Projs-PC & Pirph Replcmt	\$15,000.00	\$0.00	\$15,000.00	No change - was established during the budget cycle
301-000-000-594-58-62-23	Chelan Butte Partnership	\$0.00	\$500,000.00	\$500,000.00	Confirmation needed that this is still a council priority
301-000-000-594-73-64-17	Artwork Installation	\$0.00	\$43,872.00	\$43,872.00	Confirmation needed that this is still a council priority
<b>Total General Fund Capital Expenditures</b>		<b>\$34,506.22</b>	<b>\$723,974.51</b>	<b>\$758,480.73</b>	
<b>Transportation Capital - Revenue</b>					
302-000-000-367-12-00-00	Developer Contributions	\$0.00	\$725,000.00	\$725,000.00	Rollover from 2025 - Anticipated Revenue
302-000-000-337-00-23-05	Contribution - Apple Blossom Ped Imp	\$0.00	\$400,000.00	\$400,000.00	Rollover from 2025 - Anticipated Revenue
302-000-000-333-20-20-20	Johnson-Sanders ST Ped Imp- CDTC/STBG Grant	\$0.00	\$767,916.96	\$767,916.96	Rollover from 2025 - Anticipated Revenue
302-000-000-334-03-80-23	TIB Grant- Sanders St Ped Imp	\$0.00	\$100,000.00	\$100,000.00	Rollover from 2025 - Anticipated Revenue
302 - NEW	Apple Blossom Trail CDTC Grant	\$0.00	\$20,000.00	\$20,000.00	
302 - NEW	Sanders St Ped Imp LINK Contribution	\$0.00	\$83,117.50	\$83,117.50	
302 - NEW	Farnham/Webster Intersection TIB Grant	\$0.00	\$317,261.00	\$317,261.00	
302 - NEW	Woodin & Center Ped Imp LINK Contribution	\$0.00	\$94,000.00	\$94,000.00	
<b>Total Transportation Capital Revenue</b>		<b>\$0.00</b>	<b>\$2,507,295.46</b>	<b>\$2,507,295.46</b>	
<b>Transportation Capital - Expenditures</b>					
302-000-000-595-61-63-24	Apple Blossom Ped Access	\$0.00	\$1,310,462.54	\$1,310,462.54	\$1,110,462.54 rolled over from 2025 plus additional \$200k in additional expenditures expected (\$200k grant to offset)
302-000-000-595-69-64-23	Wood & Center St Ped Improvements	\$0.00	\$285,000.00	\$285,000.00	\$48,427.41 rolled over from 2025 plus additional \$236,572.59 anticipated in additional expenditures
302-000-000-595-61-63-19	Sanders St Ped Imp	\$0.00	\$950,000.00	\$950,000.00	Rollover & reduction from 2025 (990,324.61)
302 - NEW	Johnson & Emerson RRFB Replacement	\$0.00	\$60,000.00	\$60,000.00	
302 - NEW	Farnham/Webster Intersection Imp Construction	\$0.00	\$325,000.00	\$325,000.00	
302 - NEW	Farnham/Webster Intersection Imp Design	\$0.00	\$65,000.00	\$65,000.00	
302 - NEW	Annual Street Preservation Program	\$0.00	\$175,000.00	\$175,000.00	
<b>Total Transportation Capital Expenditures</b>		<b>\$0.00</b>	<b>\$3,170,462.54</b>	<b>\$3,170,462.54</b>	



# City of Chelan

2026-016B

CITY COUNCIL

March 24, 2026

Subject/Title: Ordinance No. 2026-1653 Home Occupation Code Amendments  
(Community Development Director Ajax)

Department: Community Development

Staff Contact: John Ajax

Guiding Principles: Thriving & Connected

Initiatives: Manage Growth

Reviewed By: City Administrator and Finance Director

Number of Looks: Look No. 3 of 3

## GOVERNING LEGISLATION

RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities. “The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter... Such body may adopt and enforce ordinances of all kinds relating to and regulating its local or municipal affairs and appropriate to the good government of the city...”.

## PREVIOUS ACTION TAKEN

This was previously discussed during the February 3, 2026 Council Workshop, the February 10, 2026 and the February 24, 2026 Regular Council Meeting.

## OVERVIEW

Staff is requesting the City Council consider and approve Ordinance No. 2026-1653, adopting text amendments (TA2025-03) to the City's Home Occupation Zoning Standards as recommended by the Planning Commission. This update streamlines provisions by locating home occupation standards in a new general provision section and by removing the permit requirement for home occupations that are permitted outright. The resulting home occupation zoning landscape is broken into three (3) levels of intensity:

**Permitted Home Occupations:** minimal impact, mailing address / home office businesses.

No city review; permitted outright.

**Administrative Conditional Use Permit:** moderate activities, limited customers on an appointment basis. Staff review, can include project-specific conditions.

**Expanded Home Occupations:** requires public notice and Conditional Use Permit. Hearing Examiner review at a public hearing. Applicable only in the Special Use District (SUD).

Following the public hearing on February 24, 2026, staff incorporated two amendments for Council consideration based on public comment received:

**A. Farm Produce Exemption.** Consistent with RCW 36.71.090, which prohibits cities from requiring a license for producers selling their own farm produce and edibles, a new provision has been added to CMC 17.04.230 clarifying that no home occupation permit, business license, or fee is required for such sales. The activity remains subject to all generally applicable standards of the title, including noise, traffic, and delivery provisions.

**B. Vehicle Trip Threshold (Council Action Required).** The draft ordinance provides two options for the maximum number of vehicle trips allowed under an Administrative Conditional Use Permit (CMC 17.56.020(B)(2)). Council should select one of the following by motion:

Option 1 – 10 vehicle trips per day (5 customer visits). This is the threshold as recommended by the Planning Commission.

Option 2 – 16 vehicle trips per day (8 customer visits). This option provides greater flexibility for home-based businesses with moderate customer traffic.

## FINANCIAL IMPLICATIONS

None

## ATTACHMENTS

1. 2026-1653 Exhibit A
2. Ordinance No. 2026-1653

## SUGGESTED MOTION

Suggested Motion:

**Motion to Adopt Ordinance No. 2026-1653 with Option 1 (10 vehicle trips):**

"I move to adopt Ordinance No. 2026-1653, amending the Chelan Municipal Code related

to home occupations, with the vehicle trip threshold set at 10 vehicle trips per day (5 customer visits) under CMC 17.56.020(B)(2), and including the farm produce exemption under RCW 36.71.090."

**Motion to Adopt Ordinance No. 2026-1653 with Option 2 (16 vehicle trips):**

"I move to adopt Ordinance No. 2026-1653, amending the Chelan Municipal Code related to home occupations, with the vehicle trip threshold set at 16 vehicle trips per day (8 customer visits) under CMC 17.56.020(B)(2), and including the farm produce exemption under RCW 36.71.090."

**17.04.230 – Home Occupations.**

Where permitted, home occupations shall meet the following requirements:

1. The home occupation is to be a secondary use of the dwelling;
2. Not over 20 percent of the actual total floor area of one floor is to be used for the home occupation;
3. The home occupation must be conducted entirely within the dwelling.
4. No customers or other business-related visitors to the home business;
5. No structural alteration or construction to accommodate the home occupation which would, upon the vacation of the home occupation, be of a character indicating a nonresidential use or which would not lend itself to the ordinary residential occupancy of this space formerly devoted to the home occupation, and no entrance to the space devoted to the home occupation from other than within the dwelling except when otherwise required by law will be allowed;
6. No person other than members of the immediate family and in no case more than two persons of the immediate family residing in a dwelling are to be engaged in said home occupation(s); provided, that if the planning director is given satisfactory proof of a physical disability of the individual wishing to engage in a home business or occupation, a volunteer or employee may assist in the home occupation;
7. No window display and no sample commodities displayed outside the building;
8. No stock in trade stored nor commodity kept for sale which is not produced on the premises;
9. No materials or mechanical equipment shall be used which will be detrimental to the residential use of the residence or adjoining residences because of vibration, noise, dust, smoke, odor, interference with radio or television reception or other factors;
10. No materials or commodities shall be delivered to or from the residence which are of such bulk or quantity as to require delivery by a commercial vehicle or a trailer or the parking of customers' vehicles in a manner or frequency as to cause disturbance or inconvenience to nearby residents or so as to necessitate off-street parking;

**17.14.020 – Downtown Land Use Districts**

RESIDENTIAL USES	DMU	TMU	DMR	DSF	Public
Home occupation <sub>2</sub>	P	P	P <sub>2,3</sub>	P <sub>2,3</sub>	

<sup>2</sup> See 17.04.230 for requirements. Home occupations that involve no customers or other business-related visitors to the home business, no signs or other outward appearance that a business exists in the home, no delivery trucks, and no more than one individual residing within the home who is active in the home occupation business; provided, that if the director is given satisfactory proof of a physical disability of the individual wishing to engage in a home business or occupation, a volunteer or employee may assist in the home occupation. In addition, the home occupation must comply with the conditions for home occupation set forth in section 17.56.060 and the fees for a home occupation permit as established by resolution of the city council must be paid.

<sup>3</sup>Subject use is permitted under applicable conditions set forth in chapter 17.56.

**Single Family Residential District**

**17.20.010 - Permitted uses.**

F. Home occupations. See 17.04.230 that involve no customers or other business-related visitors to the home business, no signs or other outward appearance that a business exists in the home, no delivery trucks, and no more than one individual residing within the home who is active in the home occupation business; provided, that if the planning director is given satisfactory proof of a physical disability of the individual wishing to engage in a home business or occupation, a volunteer or employee may assist in the home occupation. In addition, the home occupation must comply with the conditions for home occupation set forth in section 17.56.060 and the fees for a home occupation permit as established by resolution of the city council must be paid;

**17.20.030 - Conditional uses.**

D. Home occupations, not meeting the permitted use criteria set forth in section ~~17.20.010(F)~~[17.04.230](#), under conditions set forth in chapter 17.56.[020](#).

### **Multi Family Residential District**

#### **17.24.010 - Permitted uses.**

F. Home occupations. See [17.04.230](#);

#### **17.24.030 - Conditional uses.**

D. ~~Reserved. (Repealed by Ord. 1328);~~ Home occupations, not meeting the permitted use criteria set forth in section [17.04.230](#), under conditions set forth in chapter 17.56.[020](#).

### **Commercial Waterfront**

#### **17.40.010 - Permitted uses.**

O. Home occupations. ~~See [17.04.230](#) that involve no customers or other business-related visitors to the home business, no signs or other outward appearance that a business exists in the home, no delivery trucks, and no more than one individual residing within the home who is active in the home occupation business; provided, that if the planning director is given satisfactory proof of a physical disability of the individual wishing to engage in a home business or occupation, a volunteer or employee may assist in the home occupation. In addition, the home occupation must comply with the conditions for home occupation set forth in section 17.56.060 and the fees for a home occupation permit as established by resolution of the city council must be paid;~~

#### **17.40.030 - Conditional uses.**

E. Home occupations, not otherwise permitted pursuant to section ~~[17.04.230](#)~~[17.40.010](#), under conditions set forth in chapter 17.56.[020](#);

### **Special Use District**

#### **17.46.010 - Permitted uses.**

C. Home occupations. ~~See [17.04.230](#); that involve:~~

- ~~1. Customers or other business-related visitors on an appointment basis to the home business,~~
- ~~2. Home occupation signs shall meet the residential real estate sign requirements of section 17.58.050(A)(19),~~
- ~~3. No outward appearance that a business exists in the home,~~
- ~~4. No more than one individual residing within the home who is active in the home occupation business; provided, that if the planning director is given satisfactory proof of a physical disability of the individual wishing to engage in a home business or occupation, a volunteer or employee may assist in the home occupation,~~
- ~~5. The home occupation shall not generate traffic in excess of normal residential traffic. The gross vehicle weight of delivery vehicles shall not exceed 18,000 pounds, such as normal residential postal/delivery trucks,~~
- ~~6. Compliance with the conditions for home occupation set forth in section 17.56.060, and~~
- ~~7. Obtain an administrative conditional use permit. This permit shall be reviewed every year with the business license application. The planning director may hold the business license and may require a full conditional use permit if the home occupation receives complaints of code violations;~~

~~D. Expanded home occupations meeting the minimum conditions set forth in section 17.56.320;~~

#### **17.46.030 - Conditional uses.**

B. Home occupations not meeting the permitted use criteria set forth in section ~~17.20.010(F)~~ under conditions set forth in section ~~17.56.060~~; [Expanded home occupations meeting the minimum conditions set forth in section 17.56.320](#);

### **Tourist Accommodations District**

#### **17.48.010 - Permitted uses.**

P. Home occupations. See [17.04.230](#);

#### **17.48.030 - Conditional uses.**

~~H. Reserved. (Repealed by Ord. 1556) Home occupations, not otherwise permitted pursuant to section 17.04.230, under conditions set forth in chapter 17.56.020;~~

**Conditional Uses**

**17.56.020 - Permit—Restrictions or conditions stipulated.**

B. The following uses shall be approved administratively by the planning director:

1. Expansion of the floor area or ground area by 20 percent or less of a legally established conditional use.
2. Home occupations that generate customers on an appointment basis only, ~~excluding barber and beauty shops. The home occupation shall not generate more than 10 vehicle trips per day. For the purposes of this section, a vehicle trip means one vehicle entering or leaving the property; for example, a customer that arrives and then leaves the property generates two vehicle trips. Home occupations shall otherwise comply with applicable provisions at CMC 17.04.230.~~
3. Parking lots with 20 stalls or less.
4. Alteration of an existing permitted conditional use permit that does not result in an increase of 20 percent average daily trips and does not exceed 50 daily trips. A traffic impact study may be required.

~~**17.56.060—Home occupations.**~~

~~Minimum conditions are as follows:~~

~~A. Districts permitted: R-L Residential District, R-M Residential District, C-W Commercial District;~~

~~B. Minimum conditions.~~

- ~~1. That the use of the premises as a home occupation will qualify as to the definition of a home occupation;~~
- ~~2. Not over 20 percent of the actual total floor area of one floor is to be used for the home occupation;~~
- ~~3. The home occupation is to be a secondary use of the dwelling;~~
- ~~4. No structural alteration or construction to accommodate the home occupation which would, upon the vacation of the home occupation, be of a character indicating a nonresidential use or which would not lend itself to the ordinary residential occupancy of this space formerly devoted to the home occupation, and no entrance to the space devoted to the home occupation from other than within the dwelling except when otherwise required by law will be allowed;~~
- ~~5. No person other than members of the immediate family and in no case more than two persons of the immediate family residing in a dwelling are to be engaged in said home occupation(s);~~
- ~~6. Reserved. (Repealed by Ord. 1022);~~
- ~~7. No window display and no sample commodities displayed outside the building;~~
- ~~8. No stock in trade stored nor commodity kept for sale which is not produced on the premises;~~
- ~~9. No materials or mechanical equipment shall be used which will be detrimental to the residential use of the residence or adjoining residences because of vibration, noise, dust, smoke, odor, interference with radio or television reception or other factors;~~
- ~~10. No materials or commodities shall be delivered to or from the residence which are of such bulk or quantity as to require delivery by a commercial vehicle or a trailer or the parking of customers' vehicles in a manner or frequency as to cause disturbance or inconvenience to nearby residents or so as to necessitate off-street parking;~~
- ~~11. The home occupation must be conducted entirely within the dwelling.~~

~~**17.56.090—Schools and studios for group instruction.**~~

~~Minimum conditions are as follows:~~

~~A. Districts permitted: R-M Residential District, DSF Downtown Single-Family, DMR Downtown Mixed Residential, TMU Tourist Mixed-Use, DMU Downtown Mixed-Use.~~

~~B. Minimum conditions. Same minimum conditions as specified for home occupations.~~

**19.14.010 - Classification of project permit applications.**

Type I	Final decision made by:	Decision-making, procedures or noticing variations	Relevant CMC chapter or section(s)
Home occupation permit	Administrator		17.14.020.C.2 Table 1 development conditions (2)

**CITY OF CHELAN, WASHINGTON**  
**ORDINANCE NO. 2026-1653**

**AN ORDINANCE OF THE CITY OF CHELAN,  
WASHINGTON, AMENDING PORTIONS OF THE  
MUNICIPAL CODE RELATED TO HOME  
OCCUPATIONS.**

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**WHEREAS**, the City of Chelan (City) desires to update specific standards for the review and approval of home occupations; and

**WHEREAS**, the City is subject to the Growth Management Act, chapter 36.70A of the Revised Code of Washington (RCW); and

**WHEREAS**, these amendments to the Chelan Municipal Code (CMC) will affect zoning provisions in Title 17 and the home occupation permit type under Title 19; and

**WHEREAS**, these code amendments are consistent with the Growth Management Act, county-wide planning policies, and the City's comprehensive plan; and

**WHEREAS**, these amendments are exempt from review under the State Environmental Policy Act pursuant to WAC 197-11-800 (19) Procedural actions. The proposed amendments are limited to simplifying code text and permit procedures, and do not include substantive changes that could impact the environment; and

**WHEREAS**, the Chelan Municipal Code states that amendments to development regulations are legislative decisions, and that the Planning Commission is responsible for holding public hearings on matters related to the comprehensive plan and its implementation, including zoning regulations; and

**WHEREAS**, a notice was published in the Lake Chelan Mirror newspaper on December 31, 2025, announcing a public hearing for the Planning Commission on January 21, 2026, to consider the code amendments and provide a recommendation to the City Council; and

**WHEREAS**, on January 2, 2026, the proposed Chelan Municipal Code amendments were forwarded to the Washington State Department of Commerce. A request for an expedited review was made, and granted on January 16, 2026; and

**WHEREAS**, the City of Chelan Planning Commission conducted a public hearing on January 21, 2026 to consider the proposed amendments; and

**WHEREAS**, following deliberation, the Planning Commission voted to recommend approval of the amendments to the City Council; and

**WHEREAS**, a notice for a City Council public hearing was published in the Lake Chelan Mirror on February 11, 2026, announcing a hearing for February 24, 2026, to gather public testimony on the proposed changes; and

**WHEREAS**, the City Council conducted a public hearing on February 24, 2026; and

**WHEREAS**, the City Council has considered all public input and finds that the amendments strike a balance between the needs of the community and the requirements of state law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON, DO ORDAIN AS FOLLOWS:

**Section 1. Incorporation of Recitals.** The foregoing Recitals are incorporated into this Ordinance.

**Section 2. Code Amendments.** The City's zoning code (Title 17) and the administration of development regulations (Title 19) are amended as set forth in Exhibit A.

**Section 3. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase or word of this ordinance.

**Section 4. Corrections by City Clerk.** Upon approval of the City Attorney, the City Clerk is authorized to make necessary technical corrections to this ordinance, including the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

**Section 5. Effective Date.** Upon passage, this Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force thirty (30) days after publication.

**PASSED** by the City Council of the City of Chelan, Washington, at a regular meeting thereof this 24<sup>th</sup> day of March, 2026.

APPROVED:

By:

\_\_\_\_\_  
Erin McCardle, Mayor

AUTHENTICATED:

By: \_\_\_\_\_  
Peri Gallucci, Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Quentin Batjer, City Attorney

**FILED WITH THE CITY CLERK: March 19, 2026**  
**PASSED BY THE CITY COUNCIL:**  
**PUBLISHED:**  
**EFFECTIVE DATE:**  
**ORDINANCE NO.: 2026-1653**



# City of Chelan

2026-005B

CITY COUNCIL

March 24, 2026

Subject/Title: Chelan County Fire Protection District No. 7 Lake Chelan Municipal Airport Amendment No.1 to Airport Lease (Lot 2) (City Administrator McAloon)

Department: Administration

Staff Contact: Laura McAloon

Guiding Principles: Thriving & Connected

Initiatives: Strengthen Strategic Partnership

Reviewed By: City Administrator, Finance Director, and City Attorney

Number of Looks: Look No. 2 of 2

## GOVERNING LEGISLATION

RCW 35A.11.010 Rights, powers, and privileges. “Each city governed under this optional municipal code...and, by and through its legislative body, such municipality may contract and be contracted with...”.

## PREVIOUS ACTION TAKEN

The City and Chelan County Fire Protection District No. 7 previously executed a lease agreement for Lot 2 at the Lake Chelan Municipal Airport in 2021.

## OVERVIEW

Following a review of all Lake Chelan Municipal Airport in the past year, City staff noted that the lease agreement between Chelan County Fire Protection District No. 7 authorized a below market rent amount in recognition of the public safety and fire support services provided to the Lake Chelan Municipal Airport through the on-site presence of the Fire District. However, the lease agreement did not clearly state that the reduced rent was provided in exchange for the public safety and fire support. In order to conform the lease agreement and terms to the best practices set forth by the State Auditor's Office, an amendment was prepared by the City Attorney.

Fire District No. 7 has reviewed and approved the lease amendment and it is now

presented to City Council for its consideration. The recommendation from City staff is to approve the lease amendment and authorize the Mayor to execute and take all further actions necessary to effect the amendment of the existing lease.

**FINANCIAL IMPLICATIONS**

2026 annual base rent for Lot 2 is \$2,761.51 as set forth in the FY2026 Budget.

**ATTACHMENTS**

- 1. Chelan County Fire Protection District No. 7 Lake Chelan Municipal Airport Amendment No. 1 to Airport Lease (Lot 2)

**SUGGESTED MOTION**

I move to authorize the Mayor to finalize and execute the Chelan County Fire Protection District No. 7 Lake Chelan Municipal Airport Amendment No.1 to Airport Lease (Lot 2).

**Amendment No. 1 to Airport Lease (Lot 2)  
Lake Chelan Municipal Airport  
Chelan County Fire Protection District No. 7**

THIS AMENDMENT No. 1 (“Amendment”) is made and entered into as of January 1, 2026 (“Effective Date”), by and between the City of Chelan, a Washington municipal corporation (“City” or “Lessor”), and Chelan County Fire Protection District No. 7, a Washington municipal corporation (“District” or “Lessee”).

**Whereas**, the City and the District are parties to that certain Lake Chelan Airport Lease Agreement covering Lot 2 at the Lake Chelan Municipal Airport, recorded December 6, 2021 under Chelan County Auditor’s File No. 2558815, with a lease term commencing January 1, 2022 (the “Lease”); and

**Whereas**, under the Interlocal Agreement between the City and the Chelan Douglas Regional Port Authority for Municipal Airport Support and Operations (the “Airport Interlocal”), the City serves as the managing and administrative authority for Airport operations, including leases, with lease terms and rates reviewed annually and approved by both parties as part of the Airport budget process; and

**Whereas**, the District’s continuous on-airport public safety and emergency response capability provides direct operational benefit to the Airport and its users, and a broader public benefit to the community; and

**Whereas**, the City and the District desire to expressly document that the rent charged under the Lease is intentionally below fair market rent in exchange for that ongoing service and availability, consistent with transparency and accountability expectations under the Interlocal’s operations and reporting framework.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Public Purpose; Consideration for Below-Market Rent.**

- a. *Acknowledged Below-Market Rent.* The parties acknowledge that the rent charged for Lot 2 under the Lease is intentionally set below fair market rent.
- b. *Consideration.* The below-market rent is granted in exchange for the District’s continued provision of on-airport public safety and emergency response capability and coordination reasonably necessary to support safe Airport operations (the “Service Commitment”). The District utilizes the leased premises as a training and equipment maintenance facility and maintains a full water tender at the hangar located on Lot 2. In the event of a fire or emergency on Airport property, full-time personnel and volunteers are

positioned to immediately deploy the water tender and initiate fire suppression efforts while additional firefighters and equipment respond. The City recognizes that this on-airport staging of personnel and apparatus materially enhances response time and operational readiness at the Airport and constitutes a direct benefit to Airport operations and public safety.

- c. *Market Rent Provisions.* The Lease contains provisions for rent adjustment based on consumer price index and market value. Notwithstanding those provisions, the City has determined, as a matter of policy and public purpose, to continue charging below-market rent for Lot 2 in recognition of the Service Commitment, subject to annual review through the Airport budget process.
- d. *No Separate Operating Agreement Created.* This Amendment documents the basis for below-market rent and does not expand the District's statutory duties. The parties may, by separate writing, adopt operational coordination details (for example, points of contact, access protocols, training coordination) consistent with their respective authorities.

**2. Rent for 2026 and Confirmation of Structure.**

- a. *2026 Rent.* Effective January 1, 2026, annual base rent for Lot 2 is \$2,761.51, or such other amount as set forth in the City's Airport budget and rate schedule for that year, billed in the manner provided in the Lease.
- b. *Annual Review Process.* Rent remains subject to annual review and approval consistent with the Airport Interlocal and the City's adopted Airport budget.
- c. *Taxes/Utilities.* Leasehold excise tax, utilities, and other pass-through charges (if any) remain governed by the Lease and applicable law.

**3. No Waiver; Ratification.** Except as expressly amended hereby, all terms and conditions of the Lease remain in full force and effect and are ratified.

**4. Counterparts; Authority.** This Amendment may be executed in counterparts and by electronic signature. Each signatory warrants authority to execute on behalf of the party.

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**CITY OF CHELAN**

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

Name/Title: \_\_\_\_\_

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

**CHELAN COUNTY FIRE PROTECTION  
DISTRICT NO. 7**

By: BA

Name/Title: Brandon Asher Fire Chief

Date: 2/24/26



# City of Chelan

2026-034A

CITY COUNCIL

March 24, 2026

**Subject/Title:** Federal Aviation Administration (FAA) Grant Application for the Design Phase of the Runway 2/20 Rehabilitation Project (City Administrator McAloon)

**Department:** Administration

**Staff Contact:** Laura McAloon

**Guiding Principles:** Thriving & Connected

**Initiatives:** Modernize Resource

**Reviewed By:** City Administrator and Finance Director

**Number of Looks:** Look No. 2 of 2

## GOVERNING LEGISLATION

RCW 35A.11.010 Rights, powers, and privileges. “Each city governed under this optional municipal code...and, by and through its legislative body, such municipality may contract and be contracted with...”.

## PREVIOUS ACTION TAKEN

No previous action has taken place specifically for this grant but Council did authorize the Mayor to finalize and execute the Washington State Department of Transportation (WSDOT) grant for this project at the March 3, 2026 City Council Workshop. This Federal Aviation Administration (FAA) grant application was presented to Council March 10, 2026 City Council Meeting.

## OVERVIEW

Runway 2/20 Rehabilitation Project - Design and Bidding Phase  
Milling, Overlay/Inlay, crack sealing, patching, pavement markings, and shoulder grading as needed to meet standards.

This Federal Aviation Administration (FAA) grant application is for the design and bidding phase of the Lake Chelan Airport Runway 2/20 Rehabilitation Project. This grant will

develop plans, specifications and contract documents, and include assistance with the bidding process. The construction part of the project will include mill and inlay/overlay of existing pavement measuring approximately 3,506-ft x 60-ft, crack filling, localized surface repair, shoulder grading, paving fabric if warranted, and re-striping of pavement markings. This it expected to add an additional 10 to 15 years of safe operational use to the existing runway.

**FINANCIAL IMPLICATIONS**

\$7,500 to be split between the City of Chelan and Chelan Douglas Regional Port Authority. Sufficient budget is available.

**ATTACHMENTS**

- 1. 1 - Application for Federal Assistance Form 454
- 2. 2a-Application for Federal-Assistance Form 5100-100

**SUGGESTED MOTION**

I move to authorize the Mayor to finalize and execute the Federal Aviation Administration (FAA) Grant Application for the Design Phase of the Runway 2/20 Rehabilitation Project.

<b>Application for Federal Assistance SF-424</b>	
*1. Type of Submission: Preapplication Application Changed/Corrected Application	*2. Type of Application    * If Revision, select appropriate letter(s): New Continuation            * Other (Specify) Revision
*3. Date Received:                      4. Applicant Identifier:	
5a. Federal Entity Identifier:	*5b. Federal Award Identifier: AIP 3-53-0013-020-2026
<b>State Use Only:</b>	
6. Date Received by State:	7. State Application Identifier:
<b>8. APPLICANT INFORMATION:</b>	
*a. Legal Name:	
*b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. UEI:
<b>d. Address:</b>	
*Street 1: _____ Street 2: _____ *City: _____ County/Parish: _____ *State: Province: _____ *Country: _____ *Zip / Postal Code _____ _____	
<b>e. Organizational Unit:</b>	
Department Name:	Division Name:
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>	
Prefix: _____ *First Name: _____ Middle Name: _____ *Last Name: _____ Suffix: _____	
Title:	
Organizational Affiliation:	
*Telephone Number:	Fax Number:
*Email:	

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10. Name of Federal Agency:**

**\*11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

\_\_\_\_\_

**\*12. Funding Opportunity Number:**

\_\_\_\_\_

\*Title:

\_\_\_\_\_

**13. Competition Identification Number:**

\_\_\_\_\_

Title:

\_\_\_\_\_

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\*15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant: \_\_\_\_\_ \*b. Program/Project: \_\_\_\_\_

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: \_\_\_\_\_ \*b. End Date: \_\_\_\_\_

**18. Estimated Funding (\$):**

\*a. Federal \_\_\_\_\_  
\*b. Applicant \_\_\_\_\_  
\*c. State \_\_\_\_\_  
\*d. Local \_\_\_\_\_  
\*e. Other \_\_\_\_\_  
\*f. Program Income \_\_\_\_\_  
\*g. TOTAL \_\_\_\_\_

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_ .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**

Yes No

**If "Yes", explain:**

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: \_\_\_\_\_ \*First Name: \_\_\_\_\_  
Middle Name: \_\_\_\_\_  
\*Last Name: \_\_\_\_\_  
Suffix: \_\_\_\_\_

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

\*Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\* Email: \_\_\_\_\_

\*Signature of Authorized Representative: \_\_\_\_\_ \*Date Signed: \_\_\_\_\_



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

## **INSTRUCTIONS FOR FORM 5100-100**

### **PART I – Application for Federal Assistance**

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

### **PART II – Project Approval Information**

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

#### **SECTION A. STATUTORY CONDITIONS**

**Item 1** – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

**Item 2** – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

**Item 3** – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

**Item 4** – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

**Item 5** – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

**Item 6** – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rata (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

#### **SECTION B. CERTIFICATION REGARDING LOBBYING**

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

## SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
  - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
  - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
  - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.  
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated \_\_/\_\_/\_\_ originally filed with AIP Project ###.*”
  - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
  - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

## **PART III – Budget Information**

### **SECTION A. GENERAL**

**1. Assistance Listing Number** - Show the Assistance Listing Number from which the assistance is requested.

**2. Functional or Other Breakout:** Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

### **SECTION B. CALCULATION OF FEDERAL GRANT**

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

**Line 1** - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

**Line 2** - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

**Line 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Line 4** - Enter fees for architectural engineering basic services.

**Line 5** - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

**Line 6** - Enter fees for inspection, testing and monitoring of construction and related programs.

**Line 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Line 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Line 10** - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Line 11** - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

**Line 12** - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

**Line 13** - Enter miscellaneous amounts for items not specifically covered by previous categories.

**Line 14** - Enter the sum of Lines 1-13.

**Line 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

**Line 16** - Enter the difference between Line 14 and Line 15.

**Line 17** - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

**Line 18** - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Line 19** - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

**Line 20** - Indicate the amount of the Grantee's share (from Section D).

**Line 21** - Indicate the amount of other shares (from Section D)

**Line 22** - Indicate sum of Lines 19, 20 and 21.

#### **SECTION C. EXCLUSIONS**

**Line 23 a-g** - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

#### **SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Line 24 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Line 24h** - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

**Line 25a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25c** - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

**Line 26** - Enter the totals of Lines 24h and 25c.

#### **SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

## **PART IV – Program Narrative**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

### **1. OBJECTIVES AND NEED FOR THIS ASSISTANCE**

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

### **2. RESULTS OR BENEFITS EXPECTED**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

### **3. APPROACH**

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

### **4. GEOGRAPHIC LOCATION**

Identify location of the project. This will typically be the name of the airport.

### **5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

### **6. SPONSOR'S REPRESENTATIVE**

Identify contact information of Sponsor's representative.

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <div style="margin-left: 20px;">                     The project is included in an <i>approved</i> PFC application.                      If included in an approved PFC application,                      does the application <i>only</i> address AIP matching share?      Yes      No                 </div> The project is included in another Federal Assistance program. Its CFDA number is below.	Yes	No	N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <div style="margin-left: 20px;">                     De Minimis rate of 10% as permitted by 2 CFR § 200.414.                       Negotiated Rate equal to                      % as approved by    (the Cognizant Agency)                      on    (Date) (2 CFR part 200, appendix VII).                 </div> <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	Yes	No	N/A

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>
1. Assistance Listing Number:
2. Functional or Other Breakout:

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
<b>Cost Classification</b>	<b>Latest Approved Amount (Use only for revisions)</b>	<b>Adjustment + or (-) Amount (Use only for revisions)</b>	<b>Total Amount Required</b>
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number)



# City of Chelan

2025-017B

CITY COUNCIL

March 24, 2026

**Subject/Title:** Ardurra Group Construction Management Agreement for the SR150 Sewer Mainline Replacement Project (Public Works Director Youngren)

**Department:** Public Works

**Staff Contact:** Jake Youngren

**Guiding Principles:** Visionary & Strategic

**Initiatives:** Modernize Resource

**Reviewed By:** City Administrator and Finance Director

**Number of Looks:** Look No. 1 of 1

## GOVERNING LEGISLATION

RCW 35A.11.010 Rights, powers, and privileges. “Each city governed under this optional municipal code...and, by and through its legislative body, such municipality may contract and be contracted with...”.

## PREVIOUS ACTION TAKEN

On April 8, 2025 Council approved the Adurra Group Inc, Scope of Work for the 2026 Downtown Sewer Capitol Improvement Project. This is the first look at the Construction Management Agreement.

## OVERVIEW

### BACKGROUND

The City of Chelan is proceeding with construction of the SR150 Sewer Main Replacement Project, which involves replacing the sanitary sewer mainline along SR150 from W. Highland Avenue through the intersection with N. Columbia Street. The project includes new water line service connections, concrete sidewalk, curb and gutter, and HMA paving over the trench line. Work is being completed in two phases covering approximately 3.21 acres. Ardurra Group, Inc. has served as the City's engineering consultant under a Professional Services Agreement dated April 7, 2025. This item presents Additional

Services Addendum 3 (ASA 3) to authorize construction administration and support services for the duration of the construction phase.

### **SCOPE OF SERVICES**

Under this addendum, Ardurra will provide technical engineering support during construction. The City of Chelan retains responsibility for day to day construction management, contractor oversight, and primary inspection. Ardurra's role is advisory, focused on design intent clarification and technical guidance. Services include project coordination, communication, scheduling, and invoicing; pre-construction meeting support including virtual attendance and provision of a conformed plan set; submittal review and RFI response for up to 5 each as requested by the City; change order preparation and processing for up to 5 change orders; one site visit during construction; virtual attendance at up to 5 weekly construction meetings plus 40 hours of miscellaneous phone and email coordination; project close out support including a site walkthrough, punch list preparation, and final documentation; and preparation of record drawings in PDF and AutoCAD format. Additionally, Plateau CRM will provide archaeological monitoring for up to 35 days of ground disturbing work as a sub-consultant, and AAR Testing and Inspection, Inc. will provide construction materials testing including soil compaction, concrete sampling, and asphalt compaction testing.

### **COST SUMMARY**

Ardurra Labor (257 hours): \$52,270  
Reimbursable Expenses: \$459  
Plateau CRM Cultural Resource Monitoring: \$61,020  
AAR Testing and Inspection Materials Testing: \$26,130  
Subconsultant Markup (10%): \$8,715  
Total Contract Amount: \$148,594

### **COST SAVINGS ANALYSIS**

The City realized significant cost savings by electing to lead construction management in-house rather than contracting full construction administration services through the consultant. Under the City's previous practice, full construction administration, which would have included consultant project management, dedicated on site construction observation, and all associated oversight functions, would typically be estimated at approximately \$600,000 for a project of this scope and duration. By assuming primary responsibility for day to day contractor coordination, field inspection, and construction management, and limiting Ardurra's role to technical and engineering support, the City has reduced its consulting costs to \$148,594, a savings of approximately \$450,000, or roughly 75%, on a three month construction project.

### **PROJECT SCHEDULE**

Signed ASA: March 2026 Pre Construction Meeting: March 23 to 26, 2026 Construction NTP: March 31, 2026 Substantial Completion: May 29, 2026 Final Completion: June 29,

**FINANCIAL IMPLICATIONS**

The total cost for this addendum is \$148,594, billed on a time and materials basis not to exceed the contract amount. Adequate funds have been budgeted for this expenditure.

**ATTACHMENTS**

- 1. Ardurra Group Construction Management Agreement for the SR150 Sewer Mainline Replacement Project

**SUGGESTED MOTION**

Suggested Motion: I move to suspend the Council Action Martix for the approval of the Ardurra Group Construction Management Agreement for the SR150 Sewer Mainline Replacement Project.

Suggested Motion: I move to authorize the Mayor to finalize and execute Additional Services Addendum 3 with Ardurra Group, Inc. in the amount of \$148,594 for construction administration support services for the SR150 Sewer Main Replacement Project.



March 5, 2026

*Travis Denham, P.E. / City of Chelan  
50 Chelan Falls Hwy.  
Chelan, WA 98816*

**E-MAIL DELIVERY WITH PDF ATTACHMENT**

Tdenham@cityofchelan.us

RE: SR150 Sewer Main Replacement Project  
Additional Services Addendum #03 – Construction Support

Dear Travis:

**Ardurra Group, Inc.** is pleased to provide the enclosed Additional Services Addendum (ASA) for the referenced project. The ASA is pursuant to our agreement dated *April 7, 2025*.

This additional services authorization covers construction administration support for the SR150 Sewer Main Replacement project. Ardurra will provide construction administration including pre-construction meeting support, submittal review, RFI response, change order coordination, answering contractor questions, site visits, punch list preparation, close out support, and preparation of project record drawings. Additionally, cultural resources monitoring and material testing services will be provided by sub-consultants to Ardurra under this agreement.

If agreeable, please sign the attached ASA and return the fully executed copy. We will commence the services described in the ASA upon receipt of the fully executed copy. In the interim, please do not hesitate to call with questions.

Sincerely,

Jake Bender, PE  
Senior Project Manager



**ADDITIONAL SERVICES ADDENDUM**

THIS ADDITIONAL SERVICES ADDENDUM is pursuant to the *Agreement* date April 7, 2025, by and between Ardurra Group, Inc. (Consultant), and the *City of Chelan* (Client) for the Professional Services described below.

PROJECT NAME: SR150 Sewer Main Replacement Project


CLIENT: City of Chelan

ARDURRA PROJECT NUMBER: 250164

1. Description of additional services to be provided by Consultant are attached.
2. Estimated Completion Date: See attached Scope.
3. The compensation to be paid Ardurra for providing the requested services shall be:

- |              |    |   |
|--------------|----|---|
| <u>    </u>  | A. | Lump Sum amount of:                           |
| <u>  X  </u> | B. | Time and Materials charge of <u>\$148,594</u> |
| <u>    </u>  | C. | Unit Cost/Time Charges:                       |

IN WITNESS WHEREOF, this Addendum is accepted on the date first above written subject to the terms and conditions above stated and the provisions set forth in the above-described Agreement.

Ardurra Group, Inc. 

SIGNED: \_\_\_\_\_

TYPED NAME: Jake Bender, PE

TITLE: Project Manager

DATE: 3/5/2026

CLIENT: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**Return one fully executed copy to Consultant**



1717 South Rustle Street, Suite 201  
Spokane, WA 99224

## ASA#3 SCOPE OF WORK

PROJECT NAME: SR150 Sewer Main Replacement Project  
CONSULTANT CONTACT: Jake Bender, P.E. Ardurra Group  
CONTRACT AMOUNT: \$148,594

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This Additional Services Agreement outlines construction administration support for the SR150 Sewer Main Replacement project. Ardurra will provide construction administration including pre-construction meeting support, submittal review, RFI response, change order coordination, answering contractor questions, site visits, punch list preparation, close out support, and preparation of project record drawings. Additionally, cultural resources monitoring and material testing services will be provided by sub-consultants to Ardurra under this agreement.

### Additional Services

#### **1. Project Coordination**

Communication, scheduling work, meetings, invoicing, etc.

#### **2. Pre-Construction Meeting**

Consultant will provide a conformed set of plans incorporating addendum changes and ROW survey information. Consultant will attend the project pre-construction meeting virtually. City staff will lead the pre-construction meeting.

#### **3. Submittal Review Assistance**

City of Chelan has indicated city staff will provide primary submittal review. Consultant will review and respond to submittals from the contractor during construction as requested by the city.

- Assumes 5 submittals.
- Assumes 1 review takes 3 hours (1 by senior engineer/PM and 2 by staff engineer).

#### **4. Request for Information (RFI) Responses**

City of Chelan has indicated city staff will provide primary RFI response for the project. Consultant will review and respond to RFI from the contractor during construction as requested by the city.

- Assumes 5 RFI's for review.
- Assumes 1 review takes 5 hours (1 by senior engineer/PM and 4 by staff engineer).

#### **5. Change Order Assistance**

Consultant will create; issue and process change orders with the assistance and direction from the City.

- Assumes 5 change orders.
- Assumes 1 change order takes 10 hours (4 by senior engineer/PM and 6 by staff engineer).

#### **6. Site Visits**

Consultant will visit the site to observe construction progress and review site questions as required.

- Assumes 1 site visit during construction.

### **7. Construction Meetings and Miscellaneous Construction Coordination**

Consultant will attend weekly construction meeting virtually as requested by the city for coordination. Consultant will provide miscellaneous construction coordination services through phone and email coordination.

- Assumes virtual attendance at 5 construction meetings.
- Assumes 40 hours of miscellaneous construction coordination

### **8. Project Close Out**

Consultant will perform a project site walk and document remaining construction tasks to be included on the contractor punch list. Consultant will assist with project close out and documentation of final completion. City staff will back check the project punch list.

- Assumes one (1) site walkthroughs for substantial completion and creation of a punch list.

### **9. Record Drawings**

Consultant will provide project record drawings to the City of Chelan in PDF and AutoCAD format.

- Assumes the City and contractor will provide Consultant with record information to be incorporated into the record drawings including as-built survey information.
- Assumes record drawing submittal to Department of Ecology as required per the funding agreement will be coordinated and provided by the city.

### **10. Cultural Resource Monitoring Services (Subconsultant)**

Plateau CRM (Plateau) will provide cultural resource monitoring services as a subconsultant to Ardurra. These services will be conducted in compliance with the scope and methods outlined in Plateau's attached proposal.

### **11. Construction Materials Testing Services (Subconsultant)**

AAR Testing and Inspection, Inc (AAR) will provide construction materials testing services as a subconsultant to Ardurra. These services will be conducted in compliance with the scope and methods outlined in AAR's attached proposal.

### **Cost of Services**

Services will be billed on a Time and Material (T&M) basis. If approved in writing by City, additional services, if required, will be billed on a time and materials basis. A breakdown of estimated fees by categories is included in the attached labor estimate.

### **Project Schedule**

See the project timeline below and attached draft project schedule.

<b>Item</b>	<b>Expected Completion</b>
Signed ASA	March 2026
Pre-construction Meeting	March 23-26, 2026
Construction NTP	March 31, 2026
Substantial Completion	May 29, 2026
Final Completion	June 29, 2026
Record Drawings	July 30, 2026

### **Assumptions**

- The city will provide full-time inspection and is responsible for daily field oversight, documentation, and contractor monitoring.
- The city will lead all construction management functions, including coordinating daily work and managing schedules.
- The consultant's role is advisory, focused on engineering judgment, design intent clarification, and technical support rather than operational decision making.
- Design clarifications are limited to the original contract intent, with significant redesign or new alternatives considered additional services.
- Responses to RFIs rely on existing design information, with extensive re analysis or field redesign treated

as extra work.

- Record drawings will be based on contractor or city inspector redlines and as built information provided to the consultant.
- The city will serve as the primary point of contact with the contractor, with consultant communication routed through the city unless directed otherwise.
- Consultant participation in meetings is limited to scheduled progress meetings, not daily field briefings or coordination sessions unless specifically requested.
- Site visits by the consultant will occur periodically at key milestones or when requested, not as continuous monitoring.
- Review of pay applications will be limited to technical components or quantities, without certifying payments or verifying daily production.
- Change order support is advisory, providing technical input without negotiating with the contractor.
- The consultant is not responsible for construction means and methods, including temporary works, shoring, bypass pumping, or sequencing.
- Bypass pumping plans are reviewed only for conformance with design intent, not designed or certified by the consultant.
- Existing utility information is based on available records, and unexpected conflicts or relocations may require additional services.
- Trench safety and excavation support systems are the contractor's responsibility and are not reviewed or approved by the consultant.
- Cultural monitoring services are provided by a subconsultant, but the contractor and the city are responsible for coordinating the cultural monitor's schedule and ensuring access to the site.
- Materials testing services are provided by a subconsultant, but the contractor and the city are responsible for coordinating testing schedules, sample timing, and site access.
- The consultant does not manage or direct subconsultants in the field; the contractor and the city serve as the primary points of contact for all subconsultant coordination.
- Subconsultant deliverables such as monitoring reports or test results are provided to the consultant for review, but the consultant does not oversee daily subconsultant activities.
- Any delays or additional costs resulting from subconsultant scheduling, access, or coordination issues are the responsibility of the contractor and the city, not the consultant.
- This scope does not include any public coordination with property owners.
- Construction survey staking is not included.
- As Built survey is not included.

#### **Exclusions and/or Additional Services**

- Full time or part time field inspection, daily field observation, or on site monitoring of contractor work.
- Direct construction management responsibilities, including directing contractor activities, sequencing work, or managing schedules.
- Certification of contractor pay applications, verification of daily quantities, or confirmation of production rates.
- Negotiation of change orders or claims with the contractor; consultant involvement is limited to technical input only.
- Redesign of project elements, development of new alternatives, or significant revisions to the original design intent.
- Detailed engineering analysis required to respond to RFIs that go beyond clarifications of existing design information
- Preparation of new permit applications, permit modifications, or environmental compliance monitoring.
- Review or approval of contractor means and methods, including temporary works, shoring, trench safety, or bypass pumping systems.
- Continuous attendance at field coordination meetings, daily briefings, or unscheduled site visits.
- Surveying services, including construction staking, layout verification, or as built field measurements.
- Preparation of record drawings beyond incorporating contractor or city provided redlines and as built information.
- Cultural monitoring services beyond reviewing reports or findings provided by the cultural resources

subconsultant.

- Management, scheduling, or coordination of subconsultants in the field; the contractor and the city are responsible for coordinating schedules, site access, and daily needs for cultural monitors and materials testing personnel.
- Public outreach, stakeholder coordination, or communication with property owners
- Anything not specifically described above.

**Attachments:**

[1] Labor Estimate

[2] Cultural Resource Monitoring Scope of Services (Plateau CRM)

[3] Construction Material Testing Services (AAR Testing and Inspection, Inc.)



1717 South Rustle Street, Suite 201  
Spokane, WA 99224  
Ph: (509) 319-2580

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***Attachment 1. Labor Estimate***

**Project Budget Estimate**  
**City of Chelan**  
**SR150 Sewer Main Rrlacement Project - Construction Support**  
**Man-hour Estimate**  
**March 5, 2026**

ITEM NO.	DESCRIPTION OF WORK	Total Man-hours	Project Manager	Senior Engineer	Staff Engineer	Admin.
<b>1</b>	<b>Project Coordination</b>					
	Project Management/Coordination/Admin	12	8			4
<b>2</b>	<b>Pre-Construction Meeting</b>					
	Confomed Documents	6		2	4	
	Pre-con meeting (Vrtual)	3	1	1	1	
<b>3</b>	<b>Submittal Review Assistance</b>					
	Submittal reviews (5)	15	5		10	
<b>4</b>	<b>RFI Responses</b>					
	RFI Response (5)	30	5	5	20	
<b>5</b>	<b>Change Order Asistance</b>					
	Change Order Asistance (5)	50	10	10	30	
<b>6</b>	<b>Site Visits</b>					
	Site Visit (1)	20	10		10	
<b>7</b>	<b>Construction Meetings and Misc. Coordination</b>					
	Virtual Construction Meetings	10		5	5	
	Misc. Construction Coordianation	40		20	20	
<b>8</b>	<b>Project Close Out</b>					
	Substantial Completion (site visit/punch list)	32		16	16	
	Close out support		5		5	
<b>9</b>	<b>Record Drawings</b>					
	Record Drawing Preparation	29	1	4	24	
	<b>TOTAL OF HOURS</b>	<b>257</b>	<b>45</b>	<b>63</b>	<b>145</b>	<b>4</b>

**A. Summary Estimated Man-Hour Costs**

Personnel	Man-hour	Rate	Extension
Project Manager	45	\$285.00	\$12,825.00
Senior Engineer	63	\$240.00	\$15,120.00
Staff Engineer	145	\$165.00	\$23,925.00
Administrative	4	\$100.00	\$400.00
<b>Total Labor Cost</b>	<b>257</b>		<b>\$52,270.00</b>

**B. Estimated Expenses**

	No.	Rate	
Vehicle Mileage (2 trips)	612	\$0.75	\$459.00
<b>Total Estimated Expenses</b>			<b>\$459.00</b>

**C. Subconsultants**

Plateau CRM - Cultural Monitoring	\$61,020.00
AAR - Material Testing	\$26,130.00
Markup (10%)	\$8,715.00
<b>Total Estimated Expenses</b>	<b>\$95,865.00</b>

**TOTAL** **\$148,594.00**



1717 South Rustle Street, Suite 201  
Spokane, WA 99224  
Ph: (509) 319-2580

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***Attachment 2. Plateau CRM – Cultural Monitoring Proposal***



## PROJECT PRICE PROPOSAL

By  
Plateau Archaeological Investigations, LLC  
dba Plateau CRM  
P.O. Box 714, Pullman, Washington 99163

To: Ardurra

Project: Archaeological Monitoring for Downtown Chelan Sewer and Watermain Project, Chelan County, Washington

Date: March 5, 2026

Time and Material Price: \$57,750.00 Total price for 35 days of monitoring  
\$3,270.00 Report Preparation

This price estimate includes an informal background review, 8-hour days of field monitoring by a professional archaeologist, travel and related expenses, and report preparation. In the case of breakdown or changed plans, our archaeologist will remain onsite for an appropriate period of time to ensure availability should work commence. This is Not-to-Exceed budget using the published GSA rates. Following completion of fieldwork, Plateau will prepare a report for submission to your office, the lead agency, and the Department of Archaeology and Historic Preservation (DAHP). Each additional 8-hour day of field monitoring is \$1,650.

Signatures:

\_\_\_\_\_  
Jake Bender  
Ardurra

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
David A. Harder, Vice President  
Plateau CRM

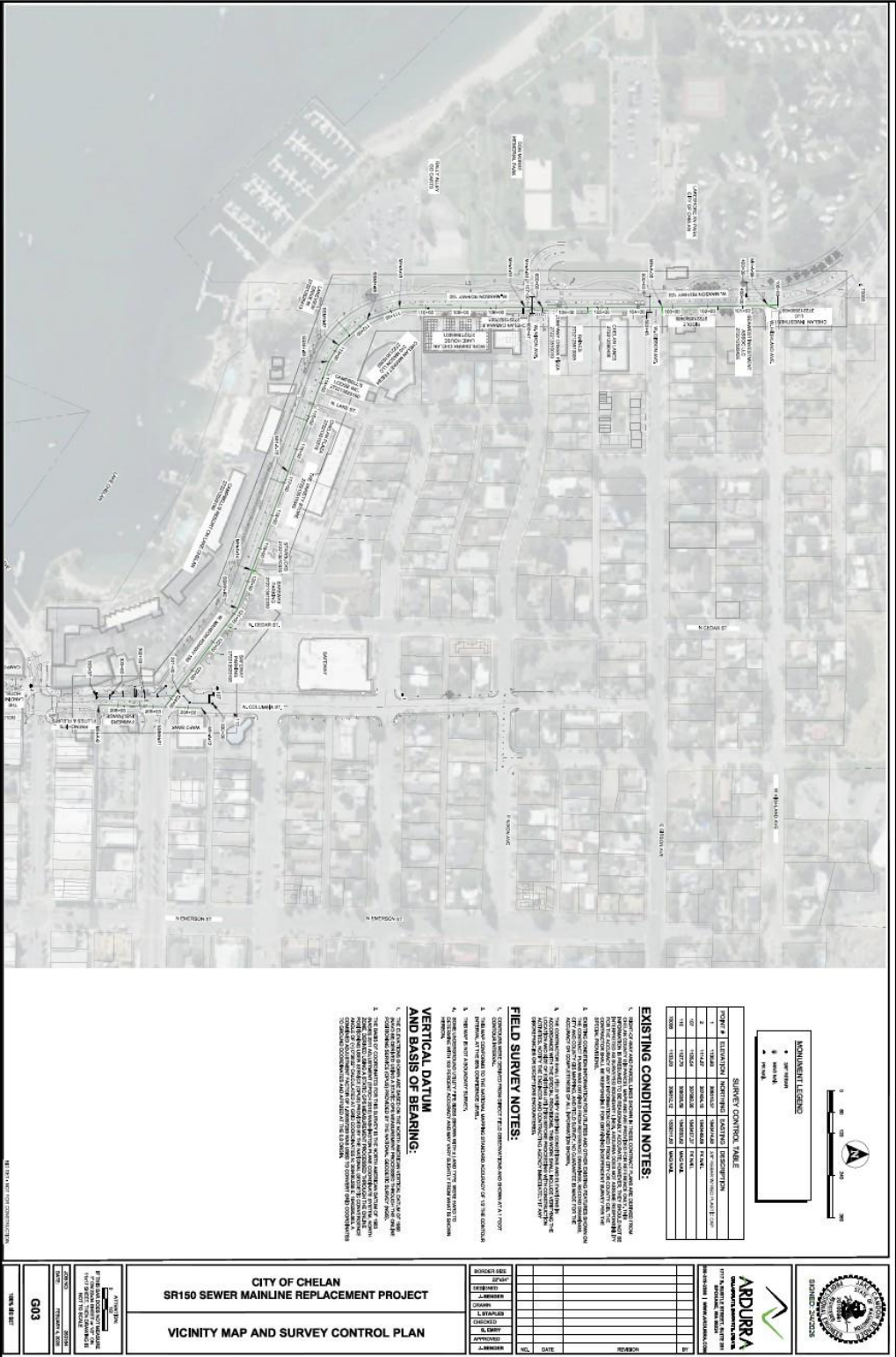
February 18, 2026

\_\_\_\_\_  
Date

Ardurra is assisting the City of Chelan with improvements to their sewer system with some improvements to the watermain as a secondary component. The sewer and watermain project will be completed in two phases. Phase I will extend south on Columbia Street to Alley #1 north of Woodin Avenue. Phase II will extend along Highland Avenue/SR150 towards Columbia Street. Given the density of cultural resources identified nearby, Department of Ecology (DOE) has requested that Ardurra obtain an archaeological monitor for the Project. This proposal covers 35 days of anticipated monitoring for Phase I and Phase II of the project. Phase I and Phase II will include all work between Alley Way #1 and West Mason Road/Highway 150 and East Chelan Avenue along Columbia Street, and Highland Avenue/SR150 (see Figure 1). The Project Area covers approximately 3.21 acres and lies in Section 13 of Township 27 North, Range 22 East, Willamette Meridian. Please review the attached map to verify the project location.

- 1 This agreement is for Archaeological Monitoring of the areas to be impacted during the proposed Chelan Sewer and Watermain Improvements Project, Chelan County, Washington. The purpose of the investigation is to document cultural resources during the undertaking.
  - 1.1 The area of potential effect to be investigated is the physical location of ground-disturbing work for the project.
- 2 Additional permitting for this project may be required.
  - 2.1 No additional permitting from any State or Federal Agency is known to be required at this time. No permitting time is included in this proposal.
- 3 Plateau CRM will conduct the archaeological monitoring.
  - 3.1 Plateau CRM will provide an archaeological monitor for each day of ground-disturbing work.
  - 3.2 The archaeologist(s) will monitor all new ground-disturbing impacts in native and non-native sediments.
  - 3.3 The archaeologist(s) may not monitor backfilling unless required by a State or Federal Agency.
  - 3.4 The archaeologist(s) will screen sediment samples at intervals throughout the ground-disturbing areas.
  - 3.5 The archaeologist(s) will record cultural resources and their identified locations during monitoring.
  - 3.6 The archaeologist(s) will follow the Unanticipated/Inadvertent Discovery Protocol prepared for this project and will adhere to all requirements within.
    - 3.6.1 A copy of the Unanticipated/Inadvertent Discovery Protocol should be retained on site by the Foreman and Site Inspector, as well as the archaeologist, to ensure that protocols are understood by construction crews.
- 4 Additional days of monitoring may be required for this project.
  - 4.1 Additional monitoring days are not included in this proposal.
  - 4.2 Any additional days on site will be estimated at \$1,650.00 per 8 hour day.

- 5 This project will consist of a background search if not previously conducted under a cultural resource survey, field investigation of the project area to identify any cultural resources, research of public documents to help identify potential traditional cultural properties, and preparation of a report.
  - 5.1 This proposal does not include interviewing tribal elders to help identify possible Traditional Cultural Properties.
- 6 If cultural resources are located during this project, further work, investigation, or analysis may be required to evaluate whether the resource(s) is/are eligible for inclusion on the National Register of Historic Places; this monitoring could result in additional work; any such additional work, investigation, evaluation, or analysis is not included in this price proposal.
  - 6.1 This proposal does not include the inventory or formal National Register of Historic Places (NRHP) evaluation of any buildings, bridges, or other structures near the project area whose evaluation may be requested by interested or other parties.
  - 6.2 This proposal does include preparation of archaeological site or isolate forms as needed.
- 7 An email describing the findings of the field investigation will be sent to Jake Bender of Ardurra within five working days of completion of the fieldwork.
  - 7.1 An electronic draft copy of the report in Portable Document Format (PDF) will be provided to Ardurra within forty working days of completion of the fieldwork.
  - 7.2 Any review and comment upon the draft report will be provided to Plateau CRM within thirty days of receiving the draft report.
  - 7.3 Plateau CRM will upload the final report to the DAHP's WISAARD portal and provide contact information to request a review of the documentation. Since the submittal process varies by funding and permitting agency, Plateau CRM will assist with submissions and verify that the reports are submitted with all appropriate cover sheets and/or exhibits.
- 8 Ardurra agrees to provide any of the following that are available or possible:
  - 8.1 All available correspondence related to cultural resources from or to the funding or permitting agency, DAHP, or any other interested parties.
  - 8.2 The most current set of project plans, preferably in an electronic format.
  - 8.3 Geographic Information System (GIS) data for the project.
- 9 Plateau CRM will provide monthly invoicing for the time and expenses utilized during the monitoring.
  - 9.1 Monthly invoices will include hours worked for the previous pay period.
  - 9.2 Monthly invoices will include costs for travel including Per Diem, Lodging, and Mileage.
  - 9.3 Plateau CRM will notify Ardurra when 80% of the budget has been expended as part of the project.
  - 9.4 If additional budget is required for the project, Plateau CRM will utilize the \$1,650.00 per 8 hour day estimate to produce a new proposal for the additional work.



Engineering map showing the Chelan Sewer Improvements Project Phase I and Phase II.



1717 South Rustle Street, Suite 201  
Spokane, WA 99224  
Ph: (509) 319-2580

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***Attachment 3. AAR Testing and Inspection, Inc – Construction Material Testing proposal***



**AAR TESTING AND INSPECTION, INC.**

112 Olds Station Road, Suite 100  
Wenatchee, WA 98801  
www.aartesting.com  
(509) 888-4457

February 24, 2026

Jake Bender, PE  
Ardurra  
1717 S Rustle St  
Spokane, WA 99224

**Subject:                    Proposal to Provide Materials Testing  
                                  City of Chelan SR150 Sewer Mainline Replacement Project  
                                  106 W Manson Rd  
                                  Chelan, WA 98816**

Dear    Jake Bender, PE

AAR Testing and Inspection, Inc. is pleased to provide you with our services for the above-mentioned project. For your information and review, we have included proposal scope of work and cost estimate. We are prepared to commit the resources, staffing and expertise necessary for quality-oriented services. We are available to immediately start this project.

**PROJECT SUMMARY**

Replace sanitary sewer mainline along SR150 from W Highland Ave through the intersection with N Columbia St. Includes new water line service connections, concrete sidewalk, curb and gutter. HMA paving and overlay over trenchline.

**SCOPE OF SERVICES**

We understand that the following services will most likely be required.

**Soil Compaction**

**Concrete Sampling**

**Asphalt (HMA) Compaction**

## **PROPOSAL REFERENCES**

Civil plans by Ardurra dated February 4, 2026

Email communication with Jake Bender, PE with Ardurra

## **COST**

AAR Testing and Inspection proposes to provide our services on a time and materials basis. All inspections are based on four hours minimum portal to portal per site visit. See the attached proposal for estimated quantities and costs.

Overtime/Minimum/Rush Charges; if required, hours worked on any project in excess of eight hours per day, before 06:00 or after 18:00 hours or on weekends, will be charged at 150% of the regular hourly rate.

Our cost estimates are based on time and materials for the project. Final total cost for our scope of work is dependent upon contractors work scheduling. We have based our estimates on our experiences with similar projects. We will keep client informed of our budget as the project progresses.

## **REPORTING**

Our field personnel will provide verbal results to the project superintendent after completion of each inspection and will submit an electronic inspection report prior to leaving the site. If a deficiency exists, our inspector will notify the onsite project personnel.

## **STAFFING**

Our level of involvement is expected to be full-time/periodic depending upon the actual schedule and sequencing of construction activities. We request that services be scheduled 24 hours in advance of the time our personnel are needed at the project site. Requests made less than 24 hours in advance may require an additional fee. We are prepared to commit the resources, staffing and expertise necessary for a quality-oriented inspection program.

Inspectors for this project will be certified by the Washington Association of Building Officials (WABO), International Code Council (ICC), American Welding Society (AWS), and the American Concrete Institute (ACI). These certifications ensure the highest construction quality will be achieved by providing experienced and qualified Special Inspectors. Our staff members take pride in the work they do and are pro-active when conducting their inspections. This pro-active approach ensures that construction schedules are met and that costly delays are not incurred. We are proud of the fact that we work as a project team member and continuously work with the project team to solve any conflicts that may arise during the project.

**CLOSURE**

We appreciate your consideration and look forward to working with you on this project. Authorization to proceed can be indicated by signing below and returning it to our office. If you have questions or wish to discuss any aspect of our proposal, please call at (509) 393-3226 or email the undersigned.

Sincerely,

**AAR TESTING AND INSPECTION, INC.**



Anthony Melone  
Assistant Project  
Manager  
amelone@artesting.com



Robin Radach  
Senior Project Manager  
rradach@artesting.com

Attachments:                      Estimated Cost Breakdown  
    Contract  
    Project Set Up Form

## ESTIMATED COST BREAKDOWN

City of Chelan SR150 Sewer Mainline Replacement Project

106 W Manson Rd

Chelan, WA 98816

### FIELD INSPECTION

Special Inspection Items	Trips	Hours / Trip	Quantity	Unit	Rate	Total
Soil Compaction Testing	30	4	120	Hour	\$80.00	\$9,600.00
Night Work Compaction	5	8	40	Hour	\$100.00	\$4,000.00
Concrete Sampling and Testing	5	4	20	Hour	\$78.00	\$1,560.00
Asphalt (HMA) Compaction Testing	3	8	24	Hour	\$80.00	\$1,920.00

### FIELD INSPECTION SUBTOTAL

\$17,080.00

### MATERIALS TESTING

Materials Testing Items	Quantity	Unit	Rate	Total
Concrete Compressive Strength	25	Each	\$25.00	\$625.00
Maximum Density of Soil (Proctor)	3	Each	\$200.00	\$600.00
Sieve Analysis	2	Each	\$125.00	\$250.00
Sand Equivalent	2	Each	\$85.00	\$170.00
Fracture Face	2	Each	\$85.00	\$170.00
Asphalt (HMA) Oil Content by Ignition Oven	3	Each	\$160.00	\$480.00
Asphalt (HMA) Rice Density	3	Each	\$110.00	\$330.00
Asphalt (HMA) Extracted Aggregate Gradation	3	Each	\$125.00	\$375.00
Gyratory Compaction	1	Each	\$300.00	\$300.00

### MATERIALS TESTING SUBTOTAL

\$3,300.00

### MISCELLANEOUS

Miscellaneous Items	Quantity	Unit	Rate	Total
Trip Charge	43	Per Trip	\$50.00	\$2,150.00
Cylinder Pickup	5	Per Trip	\$200.00	\$1,000.00
Sample Pickup	2	Per Trip	\$200.00	\$400.00
Project Management	22	Hour	\$100.00	\$2,200.00

### MISCELLANEOUS SUBTOTAL

\$5,750.00

### TOTAL ESTIMATE

\$26,130.00

**AAR TESTING AND INSPECTION, INC.**

Special Inspection and/or Materials Testing Services Agreement

---

**PARTIES**

This agreement entered in Redmond, WA, between the following below on **February 24, 2026**

Hereinafter called "Client"	and	hereinafter called "Consultant"
Ardurra		AAR Testing and Inspection Inc.
1717 S Rustle St		7128 180th Avenue NE, Suite C101
Spokane, WA 99224		Redmond, WA 98052

---

**PROJECT**

Client engages Consultant to provide services in connection with:

City of Chelan SR150 Sewer Mainline Replacement Project  
 106 W Manson Rd  
 Chelan, WA 98816

---

**SCOPE OF SERVICES**

Consultant agrees to perform services as follows:

Provide services as outlined in AAR's proposal, dated **February 24, 2026**

Client agrees that all services not expressly included are excluded from Consultant's Scope of Services.

---

**COMPENSATION**

Client agrees to compensate Consultant for such services as follows:

As described in AAR's proposal, dated **February 24, 2026**

For time and materials basis estimated to be **\$26,130.00**

---

**Client and Consultant acknowledge that each has read and agrees to the scope and fee described in the proposal.**

Client: Ardurra	Consultant: AAR Testing and Inspection, Inc.
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

# PROJECT SET UP FORM

City of Chelan SR150 Sewer Mainline Replacement Project

106 W Manson Rd

Chelan, WA 98816

To ensure AAR Testing and Inspection, Inc. has all of the necessary information to start this project, please complete following information and send back with signed contract.

**CLIENT NAME**

---

**COMPANY NAME**

---

**CLIENT ADDRESS**

---

**CLIENT PHONE NUMBER**

---

**CLIENT EMAIL**

---

**REPORT DISTRIBUTION CONTACT**

*Name and email of all individuals who should receive copies of inspection reports (this includes City inspectors, etc.)*

---

**ON-SITE CONTACT**

*Name, employer, phone number and email address*

---

**PERMIT NUMBER & BUILDING JURISDICTION**

*Inspection reports will NOT be left on site without a permit number for the work being performed.*

---

**COUNTY INSPECTOR'S NAME**

*Only required in Unincorporated King and Snohomish Counties*

---

**INVOICE DELIVERY METHOD**

*Mailed or E-mail (if e-mailed, specify email address)*

---

**SCOPE OF SERVICES**

Using the list below, please circle all types of services AAR Testing is to provide for this project:

Concrete Sampling  
Steel Reinforcement  
Post Tension Slabs  
Masonry Construction  
Shotcrete Application  
Auger Cast Piles

Soil Nailing  
Lateral Framing  
Structural Steel/ Welding  
Epoxy Anchors  
Wedge Anchors  
Fireproofing

Soil Compaction / Proctors  
Asphalt Densities / Rice Density  
Rebar Location / GPR Services  
Laboratory Testing Services



# City of Chelan

2025-054B

CITY COUNCIL

March 24, 2026

Subject/Title: Washington State Department of Commerce Capital Agreement for the Connecting Housing to Infrastructure Project (CHIP) (HR/Communications Director Coltman)

Department: HR/Communications

Staff Contact: Chad Coltman

Guiding Principles: Accessible & Welcoming

Initiatives: Diversify Housing Options

Reviewed By: City Administrator and Finance Director

Number of Looks: Look No. 1 of 1

Grant Agreement with no match

## GOVERNING LEGISLATION

RCW 35A.11.010 Rights, powers, and privileges. "Each city governed under this optional municipal code...and, by and through its legislative body, such municipality may contract and be contracted with..."

## PREVIOUS ACTION TAKEN

This represents a renewed effort toward the CHIP grant. A previous application was submitted in 2023; for more details, refer to the agenda bills 2023-048 through 2023-048C. This grant was discussed during the July 22, 2025 Regular Council meeting, and August 6, 2025 Council Workshop with no agenda bill. An MOU for this grant application and project between the City and Chelan Valley Housing Trust (CVHT) was signed on August 14, 2025.

## OVERVIEW

In January 2026, the City of Chelan was awarded a **\$1,381,280 Connecting Housing to Infrastructure Program (CHIP) grant** through the Washington State Department of Commerce to support critical water and sewer infrastructure improvements for the Chelan River Heights affordable housing project in partnership with Chelan Valley Housing Trust.

This contract formalizes the City’s acceptance of the grant funding and outlines the terms and conditions for reimbursement. The funding will be used to construct necessary utility infrastructure—including sewer extensions, water system improvements, and related frontage improvements—and to offset waived system development charges associated with the affordable housing units.

Execution of this agreement enables the City to move forward with infrastructure investments that are essential to the development of new affordable housing, while ensuring compliance with state requirements tied to long-term housing affordability. The project will provide public benefit by expanding housing opportunities for low- and moderate-income households and supporting the City’s broader housing and community development goals.

The final scope of work is still being refined in coordination with the Department of Commerce. The proposed Council action is to authorize the Mayor to execute the contract in its final form once the scope and associated details are fully determined and agreed upon by both parties.

**FINANCIAL IMPLICATIONS**

The CHIP Grant does not require a match. However, the City has allocated \$200,000 in its Sewer Capital Budget towards this effort.

**ATTACHMENTS**

- 1. Washington State Department of Commerce Capital Agreement for the Connecting Housing to Infrastructure Project (CHIP)
- 2. Chelan Valley Housing Trust Memorandum of Understanding for CHIP

**SUGGESTED MOTION**

I move to authorize the Mayor to finalize and execute the Washington State Department of Commerce Capital Agreement for the Connecting Housing to Infrastructure Project (CHIP).



**Capital Agreement with**

City of Chelan

**through**

**Connecting Housing to Infrastructure Program (CHIP)**

**Contract Number:**

26-96330-250

**For**

To support the development of affordable housing by paying for utility infrastructure improvements for the Chelan River Heights project AND by reimbursing the City of Chelan for waived system development charges of affordable housing units for the project.

**Dated:** Tuesday, July 1, 2025

## Table of Contents

TABLE OF CONTENTS.....	2
FACE SHEET.....	4
SPECIAL TERMS AND CONDITIONS.....	5
1. CONTRACT MANAGEMENT.....	5
2. COMPENSATION .....	5
3. BILLING PROCEDURES AND PAYMENT .....	5
4. SUBCONTRACTOR DATA COLLECTION .....	6
5. HISTORICAL OR CULTURAL ARTIFACTS.....	6
6. INSURANCE .....	7
7. FRAUD AND OTHER LOSS REPORTING .....	7
8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS.....	7
9. INDEMNIFICATION.....	8
10. NO THIRD-PARTY BENEFICIARIES .....	8
11. OWNERSHIP .....	8
12. PUBLIC BENEFIT OF LATECOMER FEES .....	8
13. DOCUMENTATION AND SECURITY.....	8
14. ORDER OF PRECEDENCE.....	9
GENERAL TERMS AND CONDITIONS.....	10
1. DEFINITIONS .....	10
2. ALLOWABLE COSTS .....	10
3. ALL WRITINGS CONTAINED HEREIN .....	10
4. AMENDMENTS.....	10
5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35 .....	10
6. APPROVAL.....	11
7. ASSIGNMENT .....	11
8. ATTORNEYS' FEES.....	11
9. CODE REQUIREMENTS .....	11
10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION.....	11
11. CONFORMANCE .....	11
12. CONFLICT OF INTEREST .....	12
13. COPYRIGHT.....	12
14. DISALLOWED COSTS.....	12
15. DISPUTES.....	13
16. DUPLICATE PAYMENT .....	13
17. GOVERNING LAW AND VENUE.....	13
18. INDEMNIFICATION .....	13
19. INDEPENDENT CAPACITY OF THE GRANTEE .....	14
20. INDUSTRIAL INSURANCE COVERAGE .....	14
21. LAWS .....	14
22. LICENSING, ACCREDITATION AND REGISTRATION .....	14
23. LIMITATION OF AUTHORITY .....	14

24.	LOCAL PUBLIC TRANSPORTATION COORDINATION .....	14
25.	NONDISCRIMINATION.....	14
26.	PAY EQUITY .....	15
27.	POLITICAL ACTIVITIES.....	15
28.	PREVAILING WAGE LAW.....	16
29.	PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION .....	16
30.	PUBLICITY .....	16
31.	RECAPTURE .....	16
32.	RECORDS MAINTENANCE.....	16
33.	REGISTRATION WITH DEPARTMENT OF REVENUE.....	16
34.	RIGHT OF INSPECTION.....	16
35.	SAVINGS .....	17
36.	SEVERABILITY .....	17
37.	SUBCONTRACTING.....	17
38.	SURVIVAL .....	17
39.	TAXES .....	17
40.	TERMINATION FOR CAUSE.....	17
41.	TERMINATION FOR CONVENIENCE .....	18
42.	TERMINATION PROCEDURES .....	18
43.	TREATMENT OF ASSETS.....	19
44.	WAIVER .....	19
	ATTACHMENT A: SCOPE OF WORK: .....	20
	ATTACHMENT B: CHIP BUDGET.....	21
	CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT .....	21
	ATTACHMENT C: COMMITMENT OF CONTINUED AFFORDABILITY .....	22

# Face Sheet

Contract Number 26-96330-250

## Growth Management Services Connecting Housing to Infrastructure Program

<b>1. Grantee</b> City of Chelan 135 E. Johnson Ave Chelan, WA 98816		<b>2. Project Name and Address</b> Chelan River Heights: Anderson Rd Infrastructure Improvements CHELAN VALLEY HOUSING TRUST CHELAN, WA 98816	
<b>3. Grantee Representative</b> Travis Denham City Engineer travisd@cityofchelan.gov		<b>4. COMMERCE Representative</b> Mischa Venables CHIP Project Manager (360)725-3088 Mischa.venables@commerce.wa.gov <div style="float: right; text-align: right;">                     PO Box 42525                      1500 Jefferson Street                      Olympia, WA 98504                 </div>	
<b>5. Contract Amount</b> \$1,381,280	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> July 1, 2025
			<b>8. End Date</b> June 30, 2027, <small>subject to reappropriation</small>
<b>9. Federal Funds (as applicable)</b> \$0.00		<b>Federal Agency:</b> N/A	
		<b>ALN</b> N/A	
<b>10. Tax ID #</b> 91-6001411	<b>11. SWV #</b> 0019428-00	<b>12. UBI #</b> 042 000 300	<b>13. UEI #</b>
<b>14. Award Method</b> <input type="checkbox"/> Non-Competitive x <input checked="" type="checkbox"/> Competitive		<b>NOFO/RFX #</b> N/A	
		<b>Proviso #</b> 40000675	
<b>15. Contract Purpose</b> To support the development of affordable housing by paying for utility infrastructure improvements for the Chelan River Heights project AND by reimbursing the City of Chelan for waived system development charges of affordable housing units for the project.			
COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget, and Attachment "C" – Commitment of Continued Affordability.			
<b>FOR GRANTEE</b>   _____ Erin McCardle, Mayor mayor@cityofchelan.gov  _____ Date		<b>FOR COMMERCE</b>   _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY                  BY ASSISTANT ATTORNEY GENERAL                  APPROVAL ON FILE</b>	

## **Special Terms and Conditions**

### **1. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

### **2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$1,381,280, (One million, three hundred eighty-one thousand, two hundred eighty dollars ) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment A, Scope of Work, Attachment B, Budget, and Attachment C, Commitment of Continued Affordability.

### **3. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, including backup documentation of costs, which shall be submitted to the Representative for COMMERCE via email, or the Commerce Contracts Management System.

Invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

Each invoice/reimbursement request will either be submitted through the Commerce Contracts Management System or submitted to Commerce with a complete and signed Invoice Voucher (Form A-19) provided by a COMMERCE Representative and shall include the Contract Number 26-96330-250.. Backup documentation detailing each cost, including invoices or receipts, must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### **Duplication of Billed Costs**

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### **Disallowed Costs**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

#### Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications to line items in the Budget (Attachment B) to respond to changes in project costs.
- A. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B).
- B. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- C. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Face Sheet of this contract, nor does this section allow any proposed changes to the Scope of Work under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

#### **4. SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

#### **5. HISTORICAL OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

6. **INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

7. **FRAUD AND OTHER LOSS REPORTING**

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:
- i. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- i. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. NO THIRD-PARTY BENEFICIARIES**

This Agreement is enforceable only by COMMERCE and GRANTEE and is not intended to establish any third-party entitlements, rights, or causes of action.

**11. OWNERSHIP**

COMMERCE disclaims any ownership in deliverables reimbursed under this grant.

**12. PUBLIC BENEFIT OF LATECOMER FEES**

Any latecomer fees as defined by RCW 35.91.020 collected by the Grantee or Subgrantee at any tier arising from infrastructure funded in whole or in part by this Contract, shall be remitted to the Grantee's affordable housing fund or to another funding source designated by the Grantee in support of affordable housing in the community.

**13. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to all work performed under this Contract. COMMERCE reserves the right to review all state-funded projects and to require that work performed by Subcontractors of this Contract comply with this section.

- A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust) executed by landowner/sub recipient of the grant. The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.
- B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of 25 years from the date in which the property is improved upon and a statement of occupancy is issued for the purposes of affordable housing as intended under the funding. For single family housing units a partial reconveyance may be issued at the time of sale to qualified homeowner, but the affordability period will remain in effect under a covenant. For multi family housing units a reconveyance will be issued after the 25 year period has expired.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant. The property shall be covenanted for the purposes intended under the funding for a period of 25 years.
- E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and

COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

- F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

**14. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Commitment of Continued Affordability

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# General Terms and Conditions

## 1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

## 2. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

## 3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

## 4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## 5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**6. APPROVAL**

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**7. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

**9. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

**10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

**A.** "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

**B.** The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

**C.** Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**11. CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **12. CONFLICT OF INTEREST**

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

- A.** No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- B.** If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

## **13. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

## **14. DISALLOWED COSTS**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## 15. **DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

## 16. **DUPLICATE PAYMENT**

Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

## 17. **GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 18. **INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subcontractors, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**19. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

**20. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

**21. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

**22. LICENSING, ACCREDITATION AND REGISTRATION**

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

**24. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

**25. NONDISCRIMINATION**

**A. Nondiscrimination Requirement.** During the performance of this Agreement, the Grantee, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

**B. Obligation to Cooperate.** GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

**C. Default.** Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

**D. Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 31 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

## **26. PAY EQUITY**

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

## **27. POLITICAL ACTIVITIES**

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**28. PREVAILING WAGE LAW**

The Grantee certifies that all Grantees and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, to the extent applicable to the Project funded by this contract, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” to the extent required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW to the extent applicable, and shall make such records available for COMMERCE’s review upon request

**29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**30. PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE’s name is mentioned, or language used from which the connection with the state of Washington’s or COMMERCE’s name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**31. RECAPTURE**

In the event that the Grantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**32. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**33. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**34. RIGHT OF INSPECTION**

At no additional cost all records relating to the Grantee’s performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.

**35. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**36. SEVERABILITY**

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

**37. SUBCONTRACTING**

The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**38. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**39. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

**40. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to

terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**41. TERMINATION FOR CONVENIENCE**

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

**42. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

**43. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

**44. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## **Attachment A: SCOPE OF WORK:**

### **Scope of Work**

The scope of work is comprised of three distinct components as described in the following list.

- Extension of the public sewer line from SR 150 to the CRH site.
- Required frontage improvements along Anderson Road adjacent to the site, including sidewalk, curb, and gutter. These improvements are needed to meet local development standards and ensure safe, multi-modal access to the future housing.
- A contribution toward the nearby booster pump station project. This water system improvement is necessary to support the full buildout of the CRH project.

### **Project Requirements**

Based on the criteria within the state capital budget, SB 5195 Sec 1020, and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of a affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- The utility project must serve new affordable housing projects that serve and benefit low-income households as defined by RCW 43.185A.010 for at least 25 years. If the project is a mixed-income project, the affordable portion of the development must be at least 25%. (See Appendix C, Commitment of Continued Affordability.)
- Project work, meaning breaking ground and starting the construction process, must start by January, 2028.
- For system development charge waiver reimbursement, jurisdictions must have an adopted fee waiver program, and documentation that the fees have been waived for the affordable housing units by each provider for water, sewer, and stormwater, in accordance with the budget. See Appendix B, Budget.

### **CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK**

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

---

Erin McCardle, Mayor

---

DATE

## Attachment B: CHIP Budget

Type of Cost	Recipient	Amount
Waived system development charges (SDCs) for Water	Jurisdiction or public utility waiving the SDCs:	
Waived system development charges for sewer	Jurisdiction or public utility waiving the SDCs:	
Waived system development charges for Stormwater	Jurisdiction or public utility waiving the SDCs:	
Utility improvement costs as detailed in Attachment A: Scope of Work	Pass through funding to affordable housing project costs	\$1,381,280
<b>Contract Total</b>		<b>\$1,381,280</b>

CHIP funds can pay for the system development charges for the affordable units. All costs related to CHIP funding must be submitted for reimbursement no later than June 30, 2027, or revised contract end date if reappropriated. Calculations and SDC waiver documentation, along with the ordinance and fee schedule must be provided with the invoice for SDCs.

### **CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT**

#### CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that GRANTEE has received binding assurances from the Project Developer or other relevant party that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project infrastructure expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in the Scope of Work and elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that the Project Developer has expended or has access to the funds needed to complete the Project infrastructure and shall make such records available for COMMERCE's review upon reasonable request.

\_\_\_\_\_  
Erin McCardle, Mayor

\_\_\_\_\_  
DATE

## Attachment C: Commitment of Continued Affordability

If the project is NOT already monitored for affordability by an organization such as the Housing Trust Fund, The Washington State Housing Finance Commission, a housing authority, or a local government monitoring process, then the following is required:

- The project must be enrolled in Commerce’s Tracking Housing Affordability Database (THAD), for receiving annual reports and conducting 5-year audits.
- The project must provide a covenant and/or note and deed of trust naming Commerce as part of securitization.
- The project must maintain records for 31 years in accordance with the Records Maintenance in contract General Terms and Conditions.

**For the purposes of this contract, the utility project must serve new affordable housing projects that serve and benefit moderate-income households for at least 25 years.**

<sup>1</sup> "Moderate-income household" as defined in the 69th Legislature 2025 Regular Session Capital Budget. Sec. 1020 2(c) means: For purposes of the pilot program authorized in this section, a single person, family, or unrelated persons living together whose adjusted income is above 80 percent of the median household income adjusted for family size, for the county where the affordable housing project is located, but less than the state median income, as reported by the United States department of housing and urban development.

Chelan River Heights: Anderson Rd Infrastructure Improvements	
County and parcel number(s) of property:	Chelan County Parcel Number: 272319110500, Parcel Number: 272319110525
Organization monitoring continued affordability:	
Term of affordability:	
Documentation evidencing securitization of affordability	

---

Enter Number of Units in each category below:	
80% AMI- 1 Bedroom	
80% AMI- 2 Bedroom	
80% AMI- 3 Bedroom	
80% AMI- Other	
100% AMI 1 Bedroom	
100% AMI 2 Bedroom	4
100% AMI 3 Bedroom	
100% AMI Other	
120% AMI 1 Bedroom	
120% AMI 2 Bedroom	9
120% AMI 3 Bedroom	40
120% AMI Other	

---

The GRANTEE by its signature, certifies that the project will be monitored to ensure continued affordability for a minimum of 25 years, evidenced by documentation listed above. The GRANTEE shall maintain records sufficient to evidence the continued affordability, and that it will retain and shall make such records available for COMMERCE's review upon reasonable request.

---

Erin McCardle, Mayor

---

DATE

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) will serve to document the general agreements and intentions between Chelan Valley Housing Trust (“CVHT”) and the City of Chelan (“City”) regarding the completion of water, sewer, stormwater, and infrastructure along Anderson Road and onsite the Chelan River Heights proposed development in Chelan, Washington and funding available for reimbursement of these costs through the Washington State Department of Commerce 2025-2027 Connecting Housing to Infrastructure Program (“CHIP”) Grant.

### RECITALS

- A. CVHT owns real property located alongside 38 Anderson Road in Chelan County, Washington, commonly known as Chelan River Heights.
- B. CVHT intends to develop Chelan River Heights with approximately 60 residential mixed-income homes designed to be attainable for local wage earners (the “CRH Project”).
- C. As part of the development plan, the CRH Project will require completion of water, sewer, stormwater, and other infrastructure to support these new homes.
- D. The City has an interest in providing attainable, mixed-income homes for local wage earners.
- E. The Washington State Department of Commerce offers grant funding known as the “Connecting Housing to Infrastructure Program (“CHIP”) to support development of affordable housing by paying for water, sewer, and stormwater utility improvements and/or waived system development charges for new affordable housing units, and allows cities, counties, or utility districts to apply in partnership with housing developers.
- F. To this end, the Parties intend to apply for the 2025-2027 CHIP Grant for an amount of roughly \$2M for use in paying costs of infrastructure required for the CRH Project (the “Grant”) and, if and when received, to abide by all restrictions and stipulations required by said Grant.
- G. The Parties desire to set out their mutual understanding of their respective obligations and with respect to applying for and obtaining the Grant.

### STATEMENTS OF INTENT

1. Incorporation of Terminology and Recitals. The Recitals are incorporated into these Statements of Intent as part of the MOU.
2. Good Faith Efforts to Obtain Grant. Upon execution of this MOU, the Parties shall proceed in good faith to apply for and pursue approval and receipt of the Grant. Upon and subject to approval of the Grant, the Parties shall abide by all obligations and restrictions required by said Grant and the CHIP program, including, but not limited to: (i) subject to receipt of all required approvals and permits and financing for costs of development and construction of the DRH Project, commencing construction of affordable housing units in the CRH Project within 24 months of the date of the Grant award; and, (ii)

ensuring that at least 25% of the total units built in the CRH Project will serve that section of the local population that is at, or below, the 80% to 120% Area Median Income (“AMI”) threshold for a period of no fewer than twenty-five (25) years.

3. Access to Information. In order to qualify and remain compliant with the 2025-2027 CHIP Grant, the City seeks unmitigated access to the following information from CVHT:

3.1. Copies of all reports relating to bond, grant (non-continuing) and levy projects of CVHT, including, but not limited to: progress statements, expenditures of funds, periodic, and annual, special, and final reports.

3.2. *Obligation of Nondisclosure*. For a period of three (3) years from the Effective Date, neither Party (each a “Receiving Party”) shall use for any purpose other than completing their respective obligations under this MOU, or divulge, disclose, produce, publish, or permit access to, Confidential Information provided to Receiving Party by the other Party (the “Disclosing Party”) without the prior written consent of the Disclosing Party .

3.3. *Definition and Scope of Confidential Information*.

3.3.1. As used in this Agreement, the term “Confidential Information” includes, without limitation, this MOU and all information or materials prepared in connection with the work performed under this MOU or any related subsequent agreement, designs, drawings, specifications, techniques, models, data, documentation, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, customer, supplier, or personnel names and other information related to customers, suppliers, or personnel, pricing policies and financial information, water or utility requirements or rates, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets.

3.3.2. Confidential Information does not include: (i) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (ii) information in the public domain at the time of disclosure by the Receiving Party; or (iii) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.

3.3.3. Exceptions. The Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party in the following instances: (i) as required by any court or other Governmental Authority; (ii) as otherwise required by

law; (iii) as advisable or required in connection with any government or regulatory filings, including, without limitation, filings with any regulating authorities covering the relevant financial markets; (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations; (v) to banks, investors, and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by the same or similar confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose Confidential Information of the Disclosing Party, it shall give Disclosing Party prompt written notice so that Disclosing Party may determine whether to take steps to oppose such disclosure.

- 3.4. Recognized Application of the Public Records Act. It is expressly understood that the City, a municipal corporation, is subject to the provisions of the Public Records Act, RCW 42.56, *et. seq.*, and any document containing Confidential Information is a “record” requiring disclosure under the Public Records Act, unless specifically exempted from disclosure.
4. Termination. The MOU intends for the Parties to coordinate their efforts or otherwise negotiate successful completion of the 2025-2027 CHIP Grant requirements and receipt of the Grant. If a Party believes these efforts or negotiations are not proceeding to their respective satisfaction, that Party will provide written notice of the termination of the good faith efforts or negotiations, whereupon this MOU shall terminate and neither Party shall have any further rights or obligations hereunder.
5. No Third-Party Beneficiaries. This MOU is not intended to create any third-party beneficiaries or implied obligations for the Parties and may not serve as the basis for reliance by any third party that benefits deriving from any award of the 2025-2027 CHIP Grant that may occur.
6. Miscellaneous.
  - 6.1. Entire Statement. This MOU constitutes the sole memorandum of understanding of the Parties with respect to its subject matter and supersedes any prior written or oral agreements or communications between the Parties. It may not be modified except in a writing signed by the Parties.
  - 6.2. Good Faith. All Provisions of this MOU requiring action by either Party requires such action to be in good faith.
  - 6.3. No Assignment. Neither Party may assign this MOU without the other Party’s prior written consent, which must not be unreasonably withheld. A Party’s entry into contracts with subcontractors is not considered an assignment.

- 6.4. Waiver. If either party fails to require the other to perform any term of this MOU, that failure does not prevent the party from later enforcing that term. If either Party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.
- 6.5. Severability. If any part of this MOU is for any reason held to be invalid or unenforceable, the rest of it remains fully enforceable.
- 6.6. Execution by Counterpart. This MOU may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original, but all of which constitute one and the same instrument. An electronic copy or facsimile transmission of a signed copy of this MOU shall be deemed an original and has the same valid and binding effect.
- 6.7. Effective Date. This MOU shall be effective upon execution by both Parties.

**CITY OF CHELAN**

**CHELAN VALLEY HOUSING TRUST**

Signed by:  
  
 \_\_\_\_\_  
 Erin McCardle, Mayor

Signed by:  
  
 \_\_\_\_\_  
 Scott Meyers, CVHT Executive Director

Date: August 14 \_\_\_\_\_, 2025

Date: 8/13/25 \_\_\_\_\_, 2025



# City of Chelan

2026-032

CITY COUNCIL

March 24, 2026

**Subject/Title:** Phoenix Protective Corp/PPC Solutions Inc. Professional Services Agreement for Security Services in City Parks (Parks and Recreation Director Copper)

**Department:** Parks and Recreation

**Staff Contact:** Audrey Cooper

**Guiding Principles:** Accessible & Welcoming

**Initiatives:** Enhance Youth and Family Well-being

**Reviewed By:** City Administrator and Finance Director

**Number of Looks:** Look No. 1 of 3

## GOVERNING LEGISLATION

RCW 35A.11.010 Rights, powers, and privileges. “Each city governed under this optional municipal code...and, by and through its legislative body, such municipality may contract and be contracted with...”.

## PREVIOUS ACTION TAKEN

None

## OVERVIEW

During the 2025 summer season, the City utilized contracted private security services to assist with communicating park regulations and supporting the enforcement of park rules during peak visitation periods. The City continues to use a multi-faceted approach to maintaining safe, clean, and family-friendly parks year-round. This approach includes improved park signage, effective parking enforcement staff, installation of new park grills, enhanced public communication through the “Know Before You Go” campaign, coordination with law enforcement, and the use of contracted security services.

To secure contracted security services for the 2026 season, Parks staff issued a Request for Proposals (RFP) in February in accordance with the City’s procurement procedures.

One proposal, attached to this memo, was received from Phoenix Protective Corp..

Phoenix Protective Corp. previously provided park security services for the City and is familiar with Chelan’s park system and operational needs. Their officers are trained in areas such as security-oriented customer service, de-escalation techniques, incident documentation, and First Aid/CPR/AED. These skills support their primary role of interacting with visitors, communicating park rules, and addressing issues before escalation.

As part of the contract negotiations, staff are working with Phoenix to strengthen reporting and accountability components of the service. This includes a streamlined reporting system that provides the City with clear and easily accessible daily activity reports, as well as an end-of-season summary presentation to City Council outlining trends, observations, and recommendations from the summer season.

The proposed hourly rate for services is \$77.50 per hour, compared to \$75.00 per hour in 2025, representing a modest increase. Funding for parks security services is included in the General Parks operating budget. Scheduling will be prioritized based upon peak-use periods and available funding to remain within the budget.

#### FINANCIAL IMPLICATIONS

The proposed hourly rate for services is \$77.50 per hour, compared to \$75.00 per hour in 2025, representing a modest increase. Funding for parks security services is included in the General Parks operating budget. Scheduling will be prioritized based upon peak-use periods and available funding to remain within the budget.

#### ATTACHMENTS

1. Phoenix Protective Corp/PPC Solutions Inc. Proposal for Security Services in City Parks

#### SUGGESTED MOTION

None



Josh Braun, Business Development  
(509)319-4835 | josh.braun@phoenixprotectivecorp.com



## Uniformed Security Officers

Prepared for:

**City of Chelan Parks & Recreation**





# Table of Contents

## Cover Letter & AUS Integration

---

City of Chelan 2026-PPC Solutions Cover Letter. . . . .	3
PPC AUS Integration 03.06.2026. . . . .	5

## Approach & Delivery

---

City of Chelan 2026-Approach and Delivery. . . . .	6
--	---

## Experience & References

---

City of Chelan 2026-Experience. . . . .	21
City of Chelan 2026-References. . . . .	24

## Management Procedures

---

City of Chelan 2026-Management Procedures. . . . .	25
--	----

## Cost Summary

---

City of Chelan 2026-Cost Summary. . . . .	29
---	----



March 6, 2026

City of Chelan Parks & Recreation  
Attn Aubrey Cooper  
PO Box 1669  
Chelan WA 98816  
Phone: (509) 682-8039  
Email: [audreyc@cityofchelan.gov](mailto:audreyc@cityofchelan.gov)

RE: Chelan Parks Summer Security Services

Dear Ms. Cooper,

It gives us great pleasure for the opportunity to submit a quote for Uniform Security Officers for the City of Chelan Parks Department for 2026 services.

Our mission continues to be to operate as an innovative, responsive, and professional security provider delivering “the best in the industry” customer service while fostering a culture built on ownership, accountability, honesty, integrity, and loyalty. PPC remains committed to providing exceptional service through well-trained, highly motivated security professionals who understand the importance of public safety, community engagement, and proactive presence. Our goal is to be your trusted, long-term security partner.

Our management philosophy remains centered on providing twenty-four (24) hour supervision and emergency response across all regions we serve. Our managers and supervisors actively monitor, mentor, and support officers in the field to ensure consistent performance and adherence to client expectations. Officers receive ongoing guidance and are challenged regularly to maintain peak performance standards and remain knowledgeable in company policies, legal updates, and site-specific procedures.

Our 24-hour Control Center works in coordination with regional management to ensure all assignments are properly staffed, identify and correct shortfalls immediately, and respond promptly to client needs seven days a week. Our operational objective remains 100% client satisfaction through proactive communication, accountability, and rapid response capability.

**Legal Name:**

**PPC Solutions, Inc**

18303 E Appleway Avenue  
Spokane Valley WA 99016

**Office:** (509) 448-4277, ext. 202; **Fax:** (509) 536-6033. **Email:**



# PHOENIX PROTECTIVE CORP

PPC SOLUTIONS INC.

Single Point of Contact: [sheila@phoenixprotectivecorp.com](mailto:sheila@phoenixprotectivecorp.com)

**Legal status** of the Firm is a **Corporation**.

**Federal Employer Tax Identification Number:** 20-0600724

**Washington UBI #:** 602-349-877

**Locations** from which PPC Solutions would primarily support this contract:

Branch Office: 1521 E Nob Hill Blvd, Suite 100, Yakima, WA 98901

Field Supervisor: 1521 E Nob Hill Blvd, Suite 100, Yakima, WA 98901

Our commitment to the City of Chelan Parks & Recreation Department is to provide uniform security officer services as described in your Notice of Request for Proposal while exceeding expectations in professionalism, visibility, training, and community-focused service delivery.

PPC acknowledges it has the operational capability, staffing depth, and supervisory infrastructure necessary to efficiently provide the stated security services throughout the City of Chelan and surrounding areas, supported by our Yakima office and regional leadership team.

As part of our continued growth and commitment to delivering exceptional service, Phoenix Protective Corporation has recently integrated with Allied Universal, one of the largest security providers in the world. This integration allows PPC to maintain the same local leadership, officers, and responsive service our clients rely on while expanding the resources available to support our customers. Through this partnership, clients benefit from enhanced technology solutions, expanded training capabilities, and a deeper pool of professional security personnel, while continuing to work with the same regional team that understands the unique needs of the communities we serve.

We appreciate the opportunity to submit this proposal and look forward to working with you. Please feel free to contact us with any questions or requests for additional information.

Sincerely,

Josh Braun  
4835  
Business Development Manager

Mobile: (509) 319-

Email: [josh.braun@phoenixprotectivecorp.com](mailto:josh.braun@phoenixprotectivecorp.com)

CORPORATE HEADQUARTERS | PPC SOLUTIONS  
18303 E. APPLEWAY SPOKANE VALLEY, WA 99016  
[WWW.PHOENIXPROTECTIVECORP.COM](http://WWW.PHOENIXPROTECTIVECORP.COM) | (509) 448-4277



January 14, 2026

Re: Phoenix Protective Corporation to integrate with Allied Universal

Dear Value Client -

We are pleased to announce that Phoenix Protective Corporation has been acquired by Allied Universal. As of **December 18th, 2025**, we have signed a definitive purchase agreement and are now operating as one unified organization.

Our top priority throughout this transition is to ensure seamless continuity of service. You will continue to receive the same high-quality support you expect provided by the same regional teams, without any disruption. We are fully committed to making this a smooth process for you and your organization.

By joining Allied Universal, we are able to offer you an enhanced level of service and support that is unmatched in the security industry. As our valued client, you will now benefit from the following:

- An improved ability to attract the highest-quality, best-trained security officers in the industry
- Deeper expertise across all vertical markets
- An enhanced technological offering, and a broader set of services and solutions
- Increased span and depth across markets, to have more local resources to support clients and employees
- Robust support systems and infrastructure to help meet clients' needs under both normal operations and states of emergency

We truly appreciate the relationships we have developed over the past twenty-four years and look forward to this next chapter in supporting your security needs. Please feel free to contact us with any questions or concerns.

Sincerely,

Sheila Leslie  
President  
509.448.4277 x202

Jagrut Shah  
Vice President  
509.448.4277 x205



Phoenix Protective’s approach to security enforcement is founded on the concept and principles of providing customer service with a firm but compassionate approach. The communities we service should know first and foremost that our mission is to serve. It begins with a qualified security service provider who understands the client, the community and their primary concerns.

**Qualifications**

PPC has over 600 team members company-wide supported by a management team with extensive experience in the security field. Our team members are trained for their primary assigned position while many are cross-trained to serve several clients as reserve forces in their region. Our patrol team in this region is continuously growing and providing coverage for numerous businesses across several industries.

*PPC is licensed* in Washington as a business and private security company.

All officers assigned to perform security duties are licensed under the WA Department of Licensing and meet or exceed all training requirements for unarmed and armed security professionals under RCW Chapter 18.170: RCW 9A, and WAC 308-18.

Headquartered in Spokane Valley, WA with branch offices throughout the Pacific Northwest, PPC has the capacity to serve our clients with involved management and onsite decision makers.

**Branch Offices**

- ▼ Anchorage, AK
- ▼ Spokane, WA
- ▼ Yakima, WA
- ▼ Auburn, WA
- ▼ Vancouver, WA

**Field Offices**

- ▼ Fairbanks, AK
- ▼ Everett, WA
- ▼ Kennewick, WA

This service will be managed by our operations team from our **Branch office** located at:  
1521 E Nob Hill Blvd, Yakima, WA 98901

**Team Approach!**

PPC uses a team approach to project management. Key members play a role in all phases from planning to execution. Many tasks are accomplished concurrently, and some of them “behind the scenes”. Initially, the client staff would primarily see our Corporate and Region Managers along with a District or Project Manager. We value communication and promote an atmosphere of teamwork in the creative process to adapt our services to your needs.

In this section we identify our key players, present our hiring process, introduce our training curriculum, and present a startup/transition plan that would be the vehicle to place this service in motion. If selected, as the incumbent, the transition plan would be used to refresh the current service to ensure PPC continues to evolve and meet your overall needs.

## **Key Personnel**

### President

Sheila Leslie's professional background includes over twenty-five (25) years within the private security industry as a Security Professional. Currently she is the President of PPC Solutions, Inc. which she founded in 2003 after establishing the sister company, Phoenix Protective Corporation in 2002. In her prior experience as well as with the current companies, Ms. Leslie has worked in all roles from the ground up. These include as a uniformed armed officer, dispatcher, and patrol officer. She maintains her field credentials while continuing to develop new business and programs.

Ms. Leslie specializes in financial, legal and contractual matters. She spearheads development, assesses growth strategies, and is instrumental in taking on new clients and projects with an emphasis in city, county, state, and federal contracting. Additionally, she oversees PPC's technology platforms for use both administratively and in operations.

Finally, Ms. Leslie establishes policy to support PPC's objectives ensuring that the corporations successfully continue a course aligned with the companies' mission.

### Vice President and Corporate Risk Manager

Jagrut Shah's professional background includes over fifteen (15) years as a law enforcement officer, Reserve Sergeant with the Yakima County Sheriff's Department. He retains certifications in multiple states as a licensed security guard, training instructor, and firearms instructor.

Mr. Shah specializes in project implementation. Since the startup of the company, he has established several new clients including our District School Security Officer (DSSO) Program – 10 schools, 15 officers, Yakima County and City Court Houses, Tacoma Public Utilities, Seattle City Light, NOAA (federal), DSHS (state) and Hoopfest, a nationally recognized sporting event. These projects include developing post orders, recruiting and training qualified officers, eliciting client specification to ensure the security program meets client objectives. Mr. Shah's expertise has been demonstrated in security consultation and executive protection for Sunnyside Police Department, Microsoft, Nordstrom's, and UPS senior management, among others.

### Corporate Master Trainer

Robert Read served twenty-two years in the US Army and deployed into foreign countries. His experience as a leader and trainer give him experience in fostering an environment that promotes learning.

Mr. Read has been with PPC for over ten years and currently oversees our training curriculum for 600 team members in multiple regions covering five states. He ensures team members are trained to National Standards, meet State requirements, and verifies all training materials are current. He develops curriculum based on client needs and current threat profiles. He ensures safety standards during training sessions are above reproach and is the primary Firearms Instructor for the Company. He conducts multiple firearms classes monthly with a 100% safety rating. Mr. Read maintains instructor certifications and standards, audits training records, oversees company Training Managers in multiple regions and states.

Mr. Read, along with Mr. Shah, was a key leader in the deployments for various operations to support national recovery efforts following natural disasters.

#### Corporate Operations Manager

Mr. Lance Drapeau is well versed in a variety of projects, systems, and software. His military background spans over 14 years as a Chief Master at Arms in the United States Navy. His experience includes Federal Law Enforcement Academy as well as several deployments overseas specializing in small team missions protecting High Value Assets, Executive Protection, along with performing Anti-Terrorism Force Protection criticality assessments. Additionally, he graduated with a Bachelor's Degree in Criminal Psychology and Human Services and an Associate's Degree in Human Resources. Mr. Drapeau works on new client projects to supplement local resources wherever assistance is needed, from riding with new officers, implementing electronic reporting and tracking, to meeting with stakeholders to establish requirements for project implementation. He maintains licensing as an Armed/Unarmed Security Officer in multiple states. His training and experience include access control at installation entry points, vehicle inspections and searches, commercial vehicle explosive screening, leading, training, and mentoring a security team in home station and deployed environments. His involvement ensures consistency throughout the company as well as ensuring continued communication and support to the client and its stakeholders, local law enforcement and the surrounding community.

#### Corporate Quality Assurance & Critical Events Manager

Mr. Noah Escobedo serves as the Corporate Quality Assurance & Critical Event Manager, bringing extensive leadership experience and a strong operational background to his role. With a focus on maintaining excellence across security operations, he ensures compliance, efficiency, and consistency throughout the company.

Before stepping into this role, Mr. Escobedo spent two years as the CWA Region Manager, overseeing regional security programs and new client integrations. Prior to his security career, he spent five years as a Project Manager in the telecommunications industry, managing large-

scale cell tower construction projects from inception to completion. His expertise in project execution, resource coordination, and stakeholder engagement has been instrumental in driving operational success.

In his current position, Mr. Escobedo plays a crucial role in quality assurance, ensuring that security protocols, compliance standards, and best practices are upheld across all company operations. He also leads critical event management efforts, providing rapid response coordination and strategic oversight during high-risk incidents. His hands-on approach includes everything from training new officers in the field and implementing TrackTik systems to engaging directly with stakeholders, ensuring seamless operational transitions and optimized security solutions.

Licensed as both an Armed and Unarmed Security Officer in multiple states, Mr. Escobedo remains actively involved in training initiatives, technology implementation, and crisis response strategies. His leadership helps bridge the gap between corporate oversight and frontline operations, reinforcing the company's commitment to excellence.

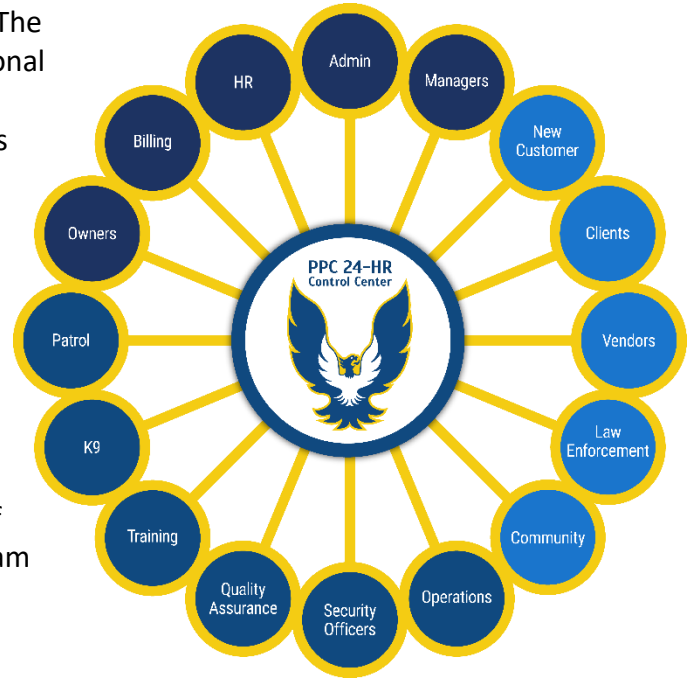
#### Officer Qualifications, General Skills and Abilities

All assigned officers are recruited, screened, trained, and licensed in accordance with state licensing requirements. The corporate team communicates and demonstrates the key elements of our values to our field ambassadors with a Top → Down focus and a Bottom → Up responsibility! Our mission is to place qualified security officers on client sites. We do this through a comprehensive process to recruit, hire, train and retain the best candidates in the industry.

## **24-Hour Control Center**

The heart of PPC is its 24-hour control center! The dispatchers provide administrative and operational support to our clients, managers, and team members. The control center connects the dots in our organizational structure. It delivers around the clock availability, capability, flexibility, and opportunity!

Our dispatchers are the representatives to our external and internal customers. They coordinate the activities of the managers and team members in the field while also representing the company to our clients and prospective new customers. As a single point of contact, they connect managers and clients, team members and supervisors, while providing a communication link to our various offices and representatives.



Dispatchers receive alarm calls and dispatch patrols. Officer safety is a priority when it comes to addressing potential burglary events. The dispatchers monitor the response from the time they dispatch an officer into harm's way until the officer safely clears the client site. The patrol officer completes his report and the dispatcher follows through with final notifications.

They receive client calls 24/7. The dispatchers can assist our clients connect with our supervisors and managers to resolve their concerns in a timely manner. Our clients have access to our uniform security officers and patrol services whenever needed. Clients and their designated representatives, tenants and residents can report suspicious activity any time. Clients can adjust their current services to address urgent concerns with an immediate response, or request new services based on changing needs.

Dispatchers provide team member support for administrative and operational matters. They can provide Post Orders and additional information to officers on site. They provide timely notifications during incidents. They review and approve all alarm and incident reports. Dispatchers can address simple personnel matters such as payroll concerns, HR issues, and direct the officers to the appropriate manager.

Dispatchers provide our managers with critical support. They communicate with managers daily on scheduling matters, client concerns and team member questions. They also prepare documentation for the managers when needed. After hours, dispatchers can enter schedule changes to ensure continuity of operations in the field which also supports billing and payroll.

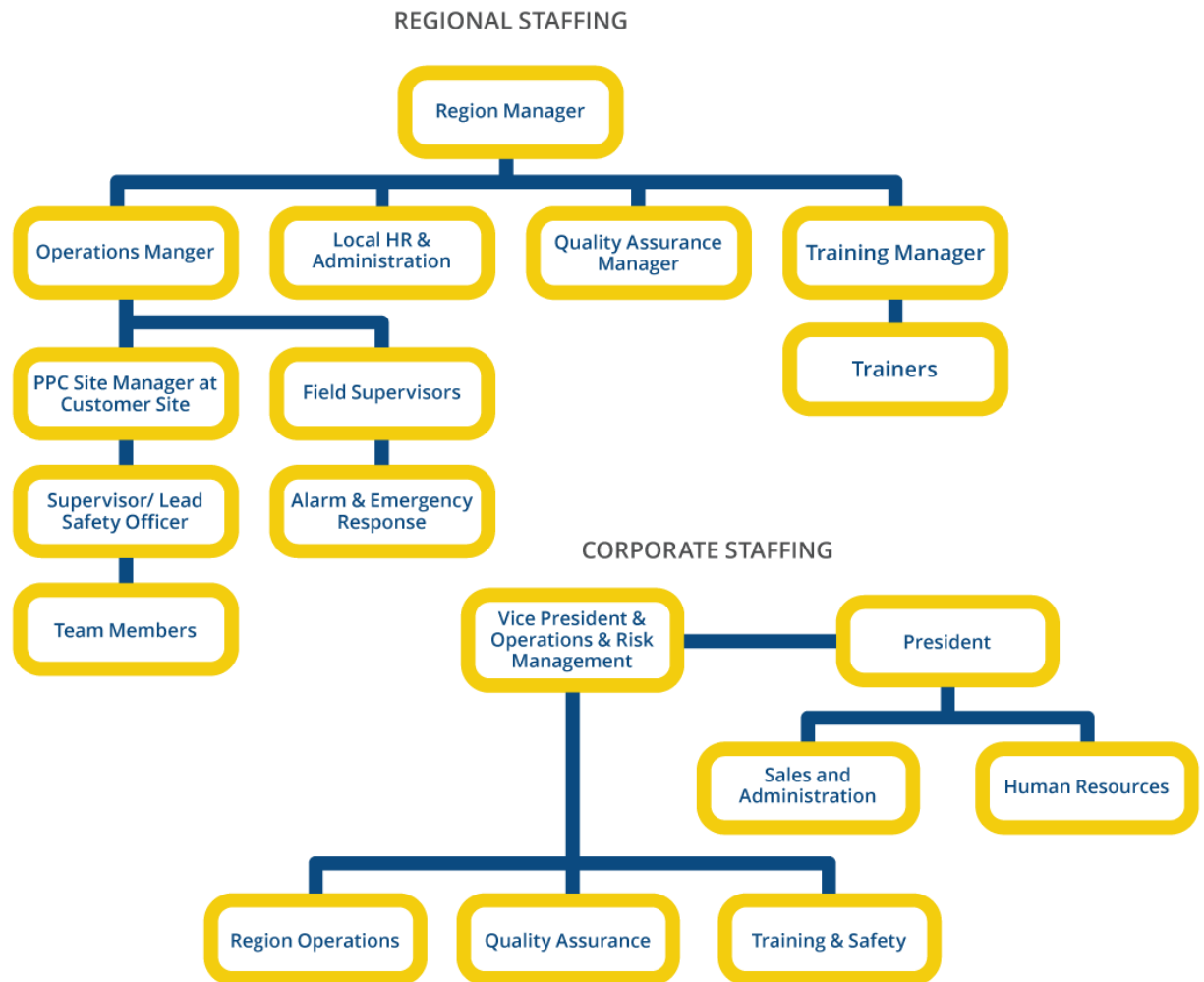
Post Watch. This process provides a reliable web-based platform for a "time clock" also used in our billing process. Dispatchers ensure every team member is on site, on time. They are alerted

when a team member does not sign-in to their shift. When needed, the dispatcher will locate a replacement for call-offs and no-shows and notify the responsible manager regarding unresolved assignments. From an officer safety perspective, the Post Watch provides alerts when officers do not sign-out from their shift. Dispatchers follow up to ensure the officer is safe, validate extended shifts and adjust assignments when necessary.

Notifications. A key element to a successful operation is the communication between PPC and its clients. The dispatchers ensure timely notifications to PPC managers and corporate executives when necessary. They also ensure clients receive additional reports are provided when requested and notifications are completed in accordance with established policies. Depending on the severity of an incident, this may include calls in the middle of the night.

## Organization Chart.

Our collective experience and team effort applied in a “chain of command” defines the role of each key player throughout the company. This allows us to quickly to respond to client needs and the appropriate level and gain support where needed to complete the mission.



We use a Chain of Command style line of authority and communication. PPC proposes to use those tools for the successful implementation and sustaining this project. This line of communication provides clarity, continuity, and accountability in communicating with our Clients.

- ✓ Alert and proactive team members
- ✓ On site Supervision/Liaison
- ✓ Project Manager
- ✓ 24-Hour Control Center
- ✓ Access to Corporate Leadership

## Recruiting & Hiring

In preparation for implementing our staffing plan, we would open recruitment for the positions to the incumbent employees. The incumbents as well as other applicants for the positions would then go through the PPC hiring process by applying online and interviewing with our management team in person.

For outside applicants, our process begins with a focus on attracting the most qualified candidates. PPC posts at employment offices, with veteran's representatives, military bases, colleges and universities and our own web site, [www.phoenixprotectivecorp.com](http://www.phoenixprotectivecorp.com).

The candidate management system we utilize enables us to access and maintain all candidate information and communications in one place. We follow the candidate through every step of the hiring process, maintaining a log of activity, from resume review to the actual hiring.

Our efficient filtering process eliminates the need for manual tasks, time-consuming phone screens, and multiple candidate interviews.

Key benefits are that it enables us to:

- Automatically identify candidates that meet our minimum requirements
- Review all candidate information and search applications from one location
- Forward resumes to team members, send "No Thanks" letters, and email qualified candidates.
- Track applications to monitor for EEO compliance.
- Ensure no candidates fall through the cracks.
- Create a custom profile for site positions, thereby attracting the most interested and capable officers- for BOTH internal and external postings

## Screening

Background screening is a critical strategic step toward putting the highest quality team in place. Easy to operate and 50% faster than the industry average, our comprehensive screening services are customized for our needs. Economical and work-efficient, our screening saves us thousands of dollars in lost productivity, workplace disruption, and customer dissatisfaction that can result from making an uninformed hire.

We evaluate:

- Social Security trace
- Enhanced nationwide criminal database search
- Reference verification/education verification
- Confirmation of criminal records
- Motor vehicle reports
- Drug and alcohol testing

Applicants are thoroughly screened through a proven vetting process which involves online applications, our acclaimed computer based Operational Attitudes Assessment screening tool, personal interviews with managers and peers, employment verification, reference checks, drug screening, and a *background check*. Following the initial interview and screening process candidates are hired and licensed according to state requirements.

Candidates who are brought into the company are introduced through a new hire process which provides them a general overview of our company and our requirements. Candidates are further assessed to ensure they are a good fit. We evaluate comprehension, retention of information, the ability to read and write the English language, and computer skills.

New team members typically begin work at established PPC client sites where they receive on-the-job, site specific training to re-enforce what they gained from the new hire process. They also become proficient in their daily tasks such as keeping logs, writing reports, interacting with the clients, guests, and the public. This process is monitored by the supervisors and managers to completely assess the new team member's "fit" for the company and our clients. This establishes a firm foundation for their success with PPC and ultimately, client satisfaction.

## Retention

Based on position and region, PPC's retention rates vary. Once a team member has gained experience with PPC and finds stability in a long-term client, our retention increases on a year to year basis. Retention is also influenced by low unemployment rates and the team member's personal endeavors, typically to pursue a career in law enforcement.

We strive to maintain long term team members and as such offer competitive wages, full time hours, excellent training, a world of experience, and professional level benefits. As part of the transition plan, we map each officer's benefits with them to our benefits.

Benefits: PPC prides itself on providing accessible and affordable benefits to our team members. We offer a robust benefits package to our full-time team members to include:

- Medical and Vision eligibility at 90 days through which has excellent coverage throughout the state and for which PPC pays 75% of the premiums
- Dental through Delta Dental, PPC pays 50% of the premiums
- Company Life Insurance policy with a \$10,000 benefit. No cost to the member for the initial policy but they may increase the benefit at their own discretion.
- 401k plan. PPC matches 100% of the first 3%; 50% up to 5% of the team member's wages.
- Reimbursement for job-related Continuing Education programs.

## Recognition Programs:

- Badges.
  - Basic Badge. Issued to new team members upon hiring.
  - Platinum Badge. Issued to team members who prove themselves loyal and reliable.
  - Two-tone Gold/Platinum Badge. Issued to Managers.
  - Gold Badge. Issued to Senior Managers who have excelled in all tasks.
- Team Member of the Month. Each Region recognizes outstanding performers and published in our semi-monthly newsletter.
- PPC Customized Tactical Handcuff Key. Issued to newer team members who have accomplished a training or on-duty challenge.
- Gift Cards (\$50). Issued to team members who provide excellent customer service or perform above expectation with letter of recognition.
- Credit for special equipment purchase (\$75) for team members who perform above expectations with letter of recognition.
- Hiring Referral Bonus. For team members who refer new applicants that are hired and stay with PPC for 90 days
- Client Referral Bonus. Team members who refer new clients that stay with PPC for a year.
- PPC Challenge Coin. Issued to team members who have accomplished a major task or challenge by a senior manager or company ownership.
- PPC Pendant. Issued to loyal team members who have been in good standing and been with PPC for at least five years.
- PPC Ring. Issued to dedicated team members
- Letterman Jackets. Gifted at key times such as holidays.

## Training.

Phoenix builds on experience, to promote continuity, foster responsibility, and maintain accountability. PPC has established its own unique in-house training program which incorporates a variety of platforms and methods. *Phoenix Protective Certifications* provide the security officer with national and state recognized courses and certifications with additional training opportunities. Our program is adaptable to meeting client-specific needs.

Customer Service is the cornerstone of the security industry! PPC prides itself with having the Best in the Business customer service. Customer Service is at the core of each action an officer takes, for the benefit of our clients, their vendors, and guests. This allows us to provide a caring approach to real security needs. You will see that our program equips our team members with additional skill sets and tools effective for their role. The goal is to preemptively influence, gain compliance, de-escalate potentially adverse encounters in the most peaceful means possible, and mitigate the use of force without compromising their safety or that of our client.

Classroom and On-The-Job settings provide a personal interaction between our instructors and trainers. These methods are designed to use various methods of delivery to ensure the greatest opportunity for comprehension, knowledge retention and invaluable immediate feedback. Typically, this involves written material, video, computer-based, interactive role-playing scenarios and follow up testing to ensure training effectiveness.

Training is orchestrated on a continual schedule to provide maximum opportunity for attendance without interfering with site needs and to meet contract requirements. Various media are used to provide the team members with increased access to accommodate their schedule. Most of our courses are available on our computer-based learning and certification platform. This has been an invaluable resource to support ease of access and ensure we can maintain continuity of operations.

Our training program is customizable to incorporate client requirements. Our instructors quickly become subject matter experts and, if needed, obtain certifications to provide on-going training and a refresher course to sustain the requirements for long-term contracts.

All training materials are retained in our online system. Clients may be granted access as needed for verification. Additionally, each officer is provided a certification card they carry with their security license while on duty. The certification card is an inspectable item when the officer is visited in the field by a PPC Manager.

### **Company Policy, Professional Development & Accountability**

Our comprehensive Policies & Procedures Manual is issued to each officer at the time they are hired by the company. All topics are discussed, emphasized, and acknowledged in writing by each team member. Each officer is responsible and accountable to have the manual available during each duty shift. This provides them with written guidance on key topics in the performance in their duties. This is just one component to demonstrate our commitment to professionalism, personal responsibility, and accountability.

**Pre-Hire Processing:** All team members must complete this session prior to assignment in the field. This session meets the requirements for state licensing and training. During our Pre Hire Processing, team members receive introduction to a wide range of topics which are presented and discussed in a classroom setting. An emphasis is placed on PPC's mission, goals, customer service, diversity, and cultural awareness. Key topics include the security officer's detainment authority, use of force and essential skills necessary for success in the security industry. This training is foundational for their career development, first step in the officer becoming an integral part of the PPC team, and a key element to client satisfaction!

All team members are asked to complete our basic training program within their first 90 days.

**Security-Oriented Customer Service:** The foundation of our training is the concept of security-oriented customer service. The purpose of this course is to empower team members by

establishing proficiencies, increasing their ability to anticipate and effectively respond to customer needs. Our instructors present this course in a classroom setting. By embracing a holistic approach that integrates robust security practices with a commitment to excellent customer service, we can create a positive and trustworthy environment for clients and their customers, leading to increased loyalty and success.



**Report Writing:** Report writing is an essential skill and a process. Report writing begins with solid observation techniques, taking good field notes, and conducting field interviews. This course covers the basics of writing a detailed, accurate, and objective narrative. Our certified instructors present this course in an interactive classroom setting.



**First Aid/CPR/AED:** PPC has instructors on staff who attain and maintain certification in accordance with American Safety and Health Institute (ASHI) standards. The course is presented using classroom training, written and visual aids, and practical exercises to certify team members. Initial certification is for a two-year period; team members re-certify prior to the expiration of their First Aid/CPR/AED card to ensure continuity of coverage. Additionally, if there are any changes to the curriculum between certification dates, our certified instructors ensure these updates are passed along through additional training and documented in the team member's records.

**Defensive Tactics / Baton:** This is a classroom, instructor-led course provided by our Corporate Trainer with the *goal of de-escalating* a confrontation before it becomes physical. Topics include the use of force, use of force spectrum/levels and discussion on force, defining force that is reasonable and necessary. Team members are provided interactive instruction and led through hands-on practical application of approved techniques using scenario-based drills. They are tested and evaluated in each phase of the training before being certified to carry any defensive tools while on-duty.



**OCAT®:** The OCAT® Oleoresin Capsicum Aerosol Training course is provided to our team members. This provides them with another option in the use of force. Our team members attend this training annually. This course, as all our training, is provided to our team members annually by our Corporate Trainer.



**PATH®:** The PATH® "Practical and Tactical Handcuffing" course is the most complete and innovative handcuffing course in the country. The techniques presented are practical and effective. Our team members learn the safest approach and positioning for handcuffing compliant as well as non-compliant subjects. Just as important, they learn how to remove the handcuffs without placing themselves in jeopardy. PPC has certified PATH® instructors on staff that present the material in an interactive classroom setting with hands-on practical exercises. Recertification is required annually.



**TASER®** Each team member must complete a minimum of 6 hours of instruction with a Certified Instructor. Coursework includes the current TASER User PowerPoint, updates, warnings, and release, with a discussion of items in the instructor notes, drills, and functional demonstrations. Each team member must pass written examinations with a score of 90% or greater and must pass all functional tests listed on the TASER End-User Certification Form. All training materials are provided by Taser International. PPC has certified TASER® instructors on staff. Recertification is required annually.



**FIREARMS** training conducted in compliance with the state requirements by our certified instructors. The training is required for initial and annual recertification. The training provides each team member with a solid foundation of skills and techniques needed to deploy a handgun effectively and safely when deemed reasonable and necessary. The course is instructor-led with demonstrations and practical exercises. Team members must pass an open book test with 100%. Annual requalification is closed book. Each team member must pass the range qualification course with a score of 80 % or better for initial and requalification. Recertification is required annually. PPC has certified POST certified instructors on staff. Topics covered in this course include, but not limited to the following:

- ✓ Choosing to Carry a Gun
- ✓ Use of Less Than Deadly Force
- ✓ Minimum Force Situations
- ✓ Use of Deadly Force
- ✓ Escalation of Force Continuum
- ✓ Totality of Circumstances
- ✓ Duty to Act
- ✓ Responsibilities After Using Force
- ✓ Unlawful Use of Force
- ✓ Civil Liability
- ✓ Safe Gun Handling
- ✓ Safety While Cleaning Your Gun
- ✓ Danger to Others
- ✓ Target Identification
- ✓ Weapon Retention Presentation
- ✓ Pistol Manipulations
- ✓ Loading and Unloading
- ✓ Malfunction Clearance
- ✓ Minimum Standard Response

PHOENIX PROTECTIVE CERTIFICATIONS & TRAINING PROGRAM			
Type	Topics	Frequency	Method
Pre-Hire Processing & New Hire Processing	<ul style="list-style-type: none"> <li>• Policies &amp; Procedures Manual</li> <li>• DOL Licensing Requirements</li> <li>• Customer Service</li> <li>• Information Security &amp; Confidentiality</li> <li>• Sexual Harassment</li> <li>• Diversity &amp; Cultural Awareness</li> <li>• Dealing With People</li> <li>• Security fundamentals</li> <li>• Security Officer Authority</li> <li>• Use of Force</li> </ul>	Upon Hire	Classroom Policy Letters P&P Manual
Pre-Assignment Training	<ul style="list-style-type: none"> <li>• Security Oriented Customer Svc</li> <li>• Report Writing</li> <li>• CPR / First Aid /AED</li> <li>• Defensive Tactics / De-escalation</li> <li>• OC/Baton/Handcuffing</li> <li>• TASER</li> </ul>	Initial Annual	Classroom Online
Site Specific Training	<ul style="list-style-type: none"> <li>• 8-40 hours (Client driven)</li> <li>• Client policies &amp; requirements</li> <li>• Site Familiarization &amp; Safety</li> <li>• <i>Client Directed Topics and Requirements</i></li> <li>• Emergency response</li> <li>• Electronic Security Systems</li> <li>• Access Control / CCTV</li> </ul>	OJT. Prior to working alone in new position.  Time depends on experience, position	One on One FTO Senior Officer
On-going	<ul style="list-style-type: none"> <li>• P&amp;P Manual Topics</li> <li>• Post Orders</li> <li>• Client / Site Policies</li> </ul>	Weekly to Monthly	Quizzes Scenario-based drills Supervisor & QA
Monthly (sample of available topics)	<ul style="list-style-type: none"> <li>• Blood borne pathogens</li> <li>• Hazardous Materials</li> <li>• Dealing with Mentally Ill</li> <li>• Courthouse Screening</li> <li>• Active Shooter</li> <li>• Anti-Terrorism</li> <li>• Cyber Security</li> <li>• Combat First Aid</li> <li>• DHS / FEMA Training Courses</li> </ul>	Monthly	Classroom Web based
Firearms	<ul style="list-style-type: none"> <li>• Use of Force &amp; Deadly Force</li> <li>• Firearm Safety</li> <li>• Weapons Maintenance</li> <li>• Qualification/Shooting Course</li> </ul>	Annual OJT On-going	Classroom P&P Manual Firing Range

## Why Phoenix? What Makes Us Different?

To highlight some of the points that truly allows Phoenix to rise above the rest:

- ✔ We recruit experience and demand excellence
- ✔ We have our own training program that promotes compliance and continuity
- ✔ Responsive management team
- ✔ 24-Hour access, dispatch, response
- ✔ Regional presence, hometown team
- ✔ Retain the best of the best through competitive wages and robust benefits
- ✔ Operating since 2002 and growing each year – *We are here to stay!*



Our current customers include small business, public, private, and non-profit, as well as federal, state, local governments, and critical infrastructure sectors in industries ranging from residential, commercial, manufacturing, industrial, retail, school security and more.

Headquartered in Spokane Valley, WA with branch offices throughout the Pacific Northwest and Alaska, we have the capacity to serve our clients with involved management and local decision makers.

**Branch Offices**

- ▼ Yakima, WA
- ▼ Spokane, WA
- ▼ Auburn, WA
- ▼ Vancouver, WA
- ▼ Anchorage, AK

**Field Offices**

- ▼ Kennewick, WA
- ▼ Everett, WA
- ▼ Fairbanks, AK

Below we list some of our current and or past clients that demonstrate our ability to meet the requirements of this request for services whether in size, scope, and or complexity. Our 24-hour security patrol and response services allow us the flexibility and reliability to schedule this service efficiently and effectively.

<p><b><u>Metro Parks Tacoma (MPT)</u></b>  <b>4702 S. 19th St. Tacoma WA 98405</b>  <b>Contact: Daniel Mero, <a href="mailto:danielm@tacomaparks.com">danielm@tacomaparks.com</a></b>  <b>Phone: (253) 404-3923</b></p>	<p><b>Contract Term: 12/2024 – 12/2026</b>  <b>2-Years; 2 1-year options</b>  <b>Contract Value: \$275K annually</b></p>
<p>PPC provides two full-time mobile patrol armed officers for the Regional and Community Neighborhood Parks for daily park closures and routine patrol services: billable hours for this scope are estimated between 15,500 to 16,500 hours annually. Daily duties include closing park locations each night. Inspecting parks, restrooms, playgrounds, and facilities (community centers, headquarters building). We are able to flex shift patrols up or down depending on programming and event needs that coincide with seasonal and sunset hours. Parks and facilities must be secured as close to ½ hours after dusk as possible per the City of Tacoma Municipal Code 8.27.220, Opening and Closing Hours and in accordance with the weekly park gate closures. Officers interact with public persons, vehicles and pets, identify illegal activity and coordinate with law enforcement to mitigate liability for MPT. Our officers interact with Tacoma Police, Ruston Police, MPT staff, citizen patrols, and provide a proactive, basic assistance with unlawful activities. Mobile patrols respond to alarm calls 24/7/365. The patrols identify maintenance issues and provide detailed reports to MPT. Daily summaries and detailed incident reports are provided each morning. Supervisors attend bi-weekly meetings with the MPT staff to discuss trends, upcoming activities and strategize response.</p>	

<p><b><u>City of Seattle Parks and Recreation</u></b>          Seattle Municipal Tower, 700 Fifth Ave Ste 4112, Seattle, WA 98104  <b>Lisa Harrison, Security, <a href="mailto:Lisa.harrison@seattle.gov">Lisa.harrison@seattle.gov</a></b>  <b>O: 206-684-4187   M: 206-423-0227</b></p>	<p><b>Contract Term: 2019 - Present</b>  <b>Contract Value:</b></p>
<p>For the past seven years, PPC has provided security services to the City of Seattle Parks department. This has encompassed a variety of needs to include patrol services among the parks, ensuring they are secure and deterring vandalism as well as special services working with the unhoused community who are offered overnight comforts in the park community buildings during the winter. At the shelters we work closely with the Parks Department to apply Park Safety Policies, address difficult situations and diffuse confrontation.</p>	

<p><b><u>National Park Service Fort Vancouver National Historic Site</u></b>          612 E Reserve St, Vancouver WA 98661  <b>Contact: Paul O'Dell, <a href="mailto:paul.Odell@nps.gov">paul.Odell@nps.gov</a></b>  <b>Phone: (360) 409-9524</b></p>	<p><b>Contract # 140P8323P0018</b>  <b>Contract Term: FY23 Base Year</b>  <b>Contract Value: \$69K annual</b>  <b>Current Extension: #2</b></p> <p><b>Previous Contract # 140P8320P0007</b>  <b>Contract Term: December 1, 2019, through November 30, 2020 base year</b>  <b>Contract Value: \$20K annual</b></p>
<p>PC provides Unarmed Security Patrol Service. PPC is tasked with providing an Unarmed Security Patrol Service for park grounds, including a total of thirteen (13) buildings, of which East Barracks 987, 993, 704, 728, 722, 733, 752, and 754 are occupied, four (4) site gates, and five (5) parking lots. A minimum of four (4) inspections per evening, at no less than one (1) every three (3) hours, between the hours of 6:00 p.m. and 6:00 a.m. seven (7) days a week plus a minimum of one (1) added inspection between 11:00 a.m. and 2:00 p.m. each Saturday, Sunday, and Federal Holiday. Security Patrols will primarily be responsible for typical security concerns such as unauthorized entry onto park grounds and access or entry into buildings through exterior doors and particularly basement access doors, windows on ground and at basement level floors, fire escapes, fire escape ladders and second-floor windows and doors accessible by fire escapes. Additional areas of concern are areas under stairs, porches, crawlspaces, and other areas with obstructed views such as building perimeters with overgrown vegetation. Gate Access Service, including closing vehicle access gates if found open after hours Ensuring that vehicle access gates to the South Barracks and Park Road are closed and locked each evening by 8 p.m. Responding to, documenting, and reporting security related incidents effectively interacting with the public in providing information regarding park boundaries, accessible areas and limited or no access areas. An assurance system and or procedure for verifying completion and timing of patrols; such as keyed or touch sensors or a system requiring card swipes at various buildings to document that inspections were completed on schedule and at</p>	

proper locations as described. Daily summaries and detailed incident reports are provided to the client electronically via email.

We have provided a variety of services continuously for over 20 years, in various industries as demonstrated below in a list of past and current clients.

- Puget Sound Energy
- Seattle City Light
- Seattle Housing Authority
- National Park Service
- National Oceanic & Atmospheric Administration (NOAA)
- US Army Corps of Engineers
- West Valley School District
- Oregon Metro
- Municipality of Anchorage
- AK Dept of Health & Social Services
- WA Dept of Social & Health Services
- WA Dept of Children Youth & Families
- Kroger
- Spokane County Courthouses
- Grant County Courthouses
- Adams County Courthouses
- Jefferson County Courthouse
- Yakima City & County Courthouse
- Everett City Hall
- Tacoma City Hall
- Black Realty Management
- Kiemle Hagood Commercial Property
- Goodale & Barbieri Property Management
- Newport Hospital & Health Services



**Metro Parks Tacoma (MPT)**

**Address:** 4702 S. 19th St. Tacoma WA 98405

**Contact:** Daniel Mero

**Phone:** (253) 404-3923

**Email:** [danielm@tacomaparks.com](mailto:danielm@tacomaparks.com)

**City of Seattle Parks and Recreation**

**Address:** 700 Fifth Ave Ste 4112, Seattle, WA 98104

**Contact:** Lisa Harrison

**Phone Number:** (206) 684-4187

**Email:** [lisa.harrison@seattle.gov](mailto:lisa.harrison@seattle.gov)

**National Park Service Fort Vancouver National Historical Site**

**Address:** 612 E Reserve St, Vancouver, WA 98661

**Contact:** Paul O'Dell

**Phone Number:** (360) 409-9524

**Email:** [paul\\_odell@nps.gov](mailto:paul_odell@nps.gov)



## MANAGEMENT PROCEDURES

### Project Management

PPC uses a team approach to project management. The contract has been signed, the team has been recruited, vetted, and trained. The foundation for the service is established during the execution of the transition plan. These tasks include establishing the initial schedule, post orders and defining the invoicing process. These tasks are critical to the success of the daily operations and for the long-term advancement of the project. Our Region Manager and Operations Manager work closely to ensure PPC not only meets but exceeds your expectations for the startup and through each phase.

### Project Understanding

PPC is prepared to provide licensed and trained unarmed private security officers for the City of Chelan Parks Department. The assigned officers will provide regular foot patrols of the entire park property, including all public areas, facilities, and parking lots, with a particular emphasis on new regulations that will be instituted for the first time including BBQ grills and tents being prohibited. The officers will utilize their customer service training to interface with the public in a respectful manner while also informing park visitors of park rules and city code prior to entering the park as well as if any violation is observed. The officers will not have enforcement authority but will report to the Chelan County Sheriff's Department, if an incident escalates or police presence is necessary.

### Scheduling

Our managers use a block schedule technique to ensure each site is manned consistently with officers who are knowledgeable and familiar with the site. The managers are supported by an administrative staff to ensure prompt processing of all related administrative functions for the region. This includes entering the schedule into our web-based management program to ensure efficiency and accountability.

Below is a sample schedule to demonstrate PPC's understanding of the work required for this project with the capability to sustain this service at a rate of 8 hours per day, per officer with two (2) officers onsite during all assigned shift hours.



AGENTS NAME	Sun 18th	Mon 19th	Tue 20th	Wed 21st	Thu 22nd	Fri 23rd	Sat 24th	
<b>City of Chelan Parks-May 2025</b>								
Clifton Smith	OFF	OFF	OFF	OFF	OFF	OFF	Chelan Parks 1500-2300	8
Martin Ibanez (bilingual)	OFF	OFF	OFF	OFF	OFF	OFF	Chelan Parks 1500-2300	8
AGENTS NAME	Sun 25th	Mon 26th	Tue 27th	Wed 28th	Thu 29th	Fri 30th	Sat 31st	
<b>City of Chelan Parks-May 2025</b>								
Clifton Smith	Chelan Parks 1500-2300	Chelan Parks 1500-2300	OFF	OFF	OFF	OFF	Chelan Parks 1500-2300	24
Martin Ibanez (bilingual)	Chelan Parks 1500-2300	Chelan Parks 1500-2300	OFF	OFF	OFF	OFF	Chelan Parks 1500-2300	24
AGENTS NAME	Sun 1st	Mon 2nd	Tue 3rd	Wed 4th	Thu 5th	Fri 6th	Sat 7th	
<b>City of Chelan Parks-June 2025</b>								
Clifton Smith	Chelan Parks 1500-2300	OFF	OFF	OFF	OFF	OFF	Chelan Parks 1500-2300	16
Martin Ibanez (bilingual)	Chelan Parks 1500-2300	OFF	OFF	OFF	OFF	OFF	Chelan Parks 1500-2300	16
AGENTS NAME	Sun 8th	Mon 9th	Tue 10th	Wed 11th	Thu 12th	Fri 13th	Sat 14th	
<b>City of Chelan Parks-June 2025</b>								
Clifton Smith	Chelan Parks 1500-2300	OFF	OFF	OFF	OFF	OFF	Chelan Parks 1500-2300	16
Martin Ibanez (bilingual)	Chelan Parks 1500-2300	OFF	OFF	OFF	OFF	OFF	Chelan Parks 1500-2300	16

### Post Orders

Initially, post orders are developed during the transition. It is a critical part of any operation to ensure proper procedures are always followed, and timely notifications of all personnel in the chain of command. We would work closely with you to ensure that your expectations are met prior to the start of the coverage as well as our recommendations to cover all of your security needs. As the service progresses, site personnel will remain attentive to client requirements, changes in procedures, and potential changes in the security environment. PPC is committed to ensure the post order remains current to ensure continuity and accountability.

### Quality Assurance

The basis of ensuring customer satisfaction as well as providing checks and balances on our internal systems is demonstrated in our quality assurance program.

PPC Quality Assurance Managers (QAM) report directly to our risk manager. They are tasked with conducting random unannounced inspections on our officers. The inspections include verifying the officers are carrying only authorized equipment, that their uniforms and appearance are appropriate, they have a current security license, and they are knowledgeable of their duties, site procedures and key client personnel. All officers are inspected randomly at least weekly and often more frequently.



Any deficiencies found during an inspection are immediately corrected. Quality Assurance reports are submitted to the Risk Management department who ensures we systematically address any ongoing deficiencies. Officers are often recognized for their commitment to exceed standards and rewarded appropriately.

### Reports & Meetings

In addition to daily logs, TrackTik and incident reports, PPC acknowledges there may be times in which a Supervisor or Manager must meet with the client to address changes and concerns. Our team is committed to keeping open and constant communications to ensure fluidity, accountability, and provide intuitive recommendations. This information is presented by the PPC manager to the District and its representatives.

### Uniforms

PPC uses a variety of uniform styles to distinguish and define the various roles our team members perform for our clients. The uniforms include company patches to easily identify our officers in the field as security professionals.

Our officers are expected to maintain multiple uniforms in good repair. PPC maintains a strict personal appearance policy that all team members agree to uphold. This policy is established in the Policies and Procedures Manual and expected to be retained at the work site for quick reference. PPC team members are always expected to maintain clean and serviceable uniforms to present a professional appearance.





### Additional Uniform Items



- Name tag
- Alternate shirt colors
- Black Hat (Baseball Style)
- Windbreakers
- Rain/Cold Weather Gear
- Level III Ballistic Vest

### Equipment

When officers are permitted to wear/carry personal defense items, as demonstrated in our training description, our officers receive initial and annual training and certification prior to being authorized by PPC or the client. Below is a list of available defensive tools and other equipment we offer for the performance of assigned tasks and officer safety. Officers will also be required to wear *proper personal protective equipment (PPE)* as requested by the District regarding health concerns.

- |                    |                         |                           |
|--------------------|-------------------------|---------------------------|
| • Expandable baton | • Vehicles – AWD/4WD    | • Laptops                 |
| • OC Spray         | • Radios                | • Site Phones (Dedicated) |
| • Handcuffs        | • Magnetometers         | • Surveillance Systems    |
| • Taser            | • Night Vision          | • Bicycles (Patrols)      |
| • Firearms         | • Mobile Command Center | • Golf Carts (Patrols)    |

### Vehicles

PPC standardly uses Toyota RAV4 and Jeep Cherokees for patrol services with Toyota Tacoma Pick Up trucks for rough terrain and extreme weather. Below are pictures of all models with our standard logos. The RAV4 Hybrid offers the best fuel efficiency combined with overall safety rating.





## COST PROPOSAL

For the *unarmed uniform security officers*, the officers will complete continuous foot patrols of all park properties including all public areas, facilities, and parking lots interacting with the public and ensure to provide a safe, secure, and welcoming environment for the public and visitors.

As the same as last years coverage with the City of Chelan Parks & Recreation, depending on availability and scheduling, PPC may provide bilingual officers for the coverage.

## COST SUMMARY

- ▼ Senior Experienced (1+ years experience with PPC) Uniform Security Officers with 2 officers for 8 hours per day, each weekend based on the calendar that was included in the RFP.

- Lodging and travel is included in the hourly rate.

Service	Rate	Unit	Quantity	Period	Period Cost	No. of Periods	Estimated Cost
Uniform Security Services	\$77.50	Hour	16	Day	\$1,240.00	31	\$38,440.00
Holiday Rate	\$97.50	Hour	16	Day	\$1,560.00	4	\$6,240.00
Estimated Total							\$44,680.00

## REFERENCES

### Leavenworth Oktoberfest

**Services:** Three weekends in Sep/October for the past 3 years. 14 officers Fridays and Saturdays.

**Contact:** Ernest Palmer  
Director of Events and Entertainment  
Leavenworth Chamber of Commerce

**Address:** PO Box 327  
940 US Hwy 2, Suite B  
Leavenworth, WA 98826

**Email:** [events@leavenworth.org](mailto:events@leavenworth.org)

**Phone:** 509-548-5807



**PHOENIX  
PROTECTIVE  
CORP**  
PPC SOLUTIONS INC.

**Lakeside Lodge**

**Services:** 3 officers for roving security in the park and lodge property to monitor activity and keep peace and good order.

**Contact:** Tom Gormley

Lakeside Lodge & Suites

**Address:** 2312 W Woodin Avenue

Chelan WA 98816

**Email:** [tjg426@gmail.com](mailto:tjg426@gmail.com)

**Phone:** (509) 860-4249



# City of Chelan

2025-017C

CITY COUNCIL

March 24, 2026

Subject/Title: SR150 Sewerline Noise Discussion (Public Works Director Youngren)  
Department: Public Works  
Staff Contact: Jake Youngren  
Guiding Principles: Visionary & Strategic  
Initiatives: Modernize Resource  
Reviewed By: City Administrator and Finance Director  
Number of Looks: Look 1 of 2

## GOVERNING LEGISLATION

RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities. "...The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title..."

## PREVIOUS ACTION TAKEN

None.

## OVERVIEW

### BACKGROUND

The City of Chelan is preparing to begin construction on the SR150 Sewer Main Replacement Project along the SR150 corridor. The project contractor has proposed completing essentially the entire project under night work hours. Staff is requesting that the City Council authorize a variance to the City's noise ordinance to allow for nighttime construction activity in support of this approach.

### CODE BASIS

Chelan Municipal Code Section 8.31.035(E) provides that the provisions of the noise ordinance shall not apply to public works projects and other projects within the public rights of way for which the City Council determines that the public benefit of nighttime construction outweighs the short-term impacts of such construction. Staff believes this

project clearly meets that standard and respectfully requests the Council make that finding.

### **PUBLIC BENEFIT**

Completing the SR150 project under night work provides substantial public benefit. SR150 is an active and heavily traveled corridor, and daytime construction would require lane restrictions or partial closures during peak traffic hours, creating significant congestion and safety concerns for motorists, pedestrians, and businesses. Night work eliminates that conflict, improving safety along the corridor and allowing traffic to flow normally during the day when it matters most.

Upon further investigation, the depth of the sewer main being replaced, reaching up to 16 feet in some locations, requires the use of large excavation equipment and shoring systems that are not well suited to operating alongside active traffic. Attempting to accommodate this type of work within a live corridor during daytime hours would not facilitate safe or satisfactory construction progress and would present unacceptable risks to both the public and construction personnel. Night work with full street closure is the most practical and responsible approach given the scale and depth of the required excavation.

While the construction zone will utilize a street closure during active work hours, the closure will remain accessible to local traffic and emergency vehicles at all times. A detailed traffic control plan will be developed and implemented to provide a well marked and easy to navigate bypass route for through traffic, ensuring that the community can move around the closure with ease. Night work also benefits from significantly lower traffic volumes during closure hours, further reducing the overall impact to the traveling public and making the bypass route more manageable for all users.

Additionally, shifting work to night hours allows the contractor to utilize full street closures as needed to work efficiently, which will enable the project schedule to be met and the corridor to be restored before the summer season, minimizing the overall duration of impacts to the community.

### **IMPACTS TO NEIGHBORING PROPERTIES AND BUSINESSES**

Staff acknowledges that night time construction will generate some noise impacts to neighboring property owners and businesses. However, it is important to note that this approach is expected to result in substantially less overall disruption to businesses than daytime construction would, as customers and delivery traffic will not be affected during normal business hours. Furthermore, the project is linear in nature, progressing along the corridor as infrastructure is installed. This means that acute disturbances to any individual property owner or business will be limited to the relatively short period of time it takes to complete work along their specific property frontage, rather than an extended disruption over the full construction duration. To ensure the community is informed and prepared, the City will provide advance notice to all businesses along the corridor prior to the start of night work activities.

**RECOMMENDED ACTION**

Staff recommends that the City Council find that the public benefit of night time construction on the SR150 Sewer Main Replacement Project outweighs the short term impacts of such construction, and authorize a variance to the noise ordinance under Chelan Municipal Code Section 8.31.035(E) to allow night work for the duration of the project.

**FINANCIAL IMPLICATIONS**

None.

**ATTACHMENTS**

None

**SUGGESTED MOTION**

None.



# City of Chelan

2026-0011

CITY COUNCIL

March 24, 2026

Subject/Title: City Administrator Job Description (HR/Communications Director Coltman)  
Department: HR/Communications  
Staff Contact: Chad Coltman  
Guiding Principles: Visionary & Strategic  
Initiatives: Modernize Resource  
Reviewed By: City Administrator and Finance Director  
Number of Looks: Look No. 1 of 2

## GOVERNING LEGISLATION

RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities. "...The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title..."

## PREVIOUS ACTION TAKEN

City Council approved the current City Administrator job description on July 08, 2025.

## OVERVIEW

The City of Chelan is updating the job description for the City Administrator to reflect the high-level leadership and executive management required to oversee the City's daily operations and strategic initiatives. This draft update modernizes the position to align with current leadership standards and specifically supports a concurrent update to the Title 2 language approving the officers of the City and departmental duties. The previous update was on July 08, 2025.

The City Administrator, serving under the direction of the Mayor, is responsible for the overall administration of the City and the implementation of policies established by the Mayor and City Council. The updated job description highlights several core functions essential to the City's professional governance:

- **Executive Leadership and Management:** The position provides direct supervision and direction to all City departments, ensuring that departmental goals are aligned with the policy priorities of the Mayor and Council.
- **Policy Implementation and Advisory:** The Administrator acts as a primary advisor to the Mayor, translating legislative intent into operational reality and ensuring the efficient delivery of City services.
- **CLEAR Values Stewardship:** As the City’s senior administrative leader, the incumbent is tasked with reinforcing and strengthening a workplace culture grounded in Collaboration, **Listening**, Excellence, Accountability, and Respect (CLEAR).
- **Financial and Strategic Oversight:** The role involves high-level coordination of the City budget, long-range planning, and the management of cross-departmental initiatives, including public infrastructure and labor relations.
- **Intergovernmental Relations:** The update clarifies the Administrator's role in representing the City’s interests with regional partners and ensuring compliance with Washington State municipal laws.

Staff will bring the final version to a future Council meeting in concurrence with the Title 2 updates.

## FINANCIAL IMPLICATIONS

None

## ATTACHMENTS

1. City Administrator Job Description 2025 OLD
2. City Administrator Job Description 2026 Update

## SUGGESTED MOTION

None



# City Administrator

## Job Description



### Job Details:

Department: Administration	Reports to: Mayor
Wage Grade: 39	Adopted Date: 7/8/2025
Supervises: Department Director, City Clerk, LCA Operations Manager, Building Services Supervisor, Senior Planner	
Status: Permanent, Full-Time	Type: Non-Represented, FLSA Exempt, Salaried

### Purpose of the Position

The City Administrator, under the direction and authority of the Mayor, is responsible for the efficient and effective administration of the city's daily operations, the implementation of policies established by the Mayor and City Council, and the provision of leadership and support to all city departments. The City Administrator acts as a key advisor to the Mayor and works to ensure that the city's goals and objectives are met in alignment with Chelan's unique character and strategic priorities.'

### Reporting Relationship

The City Administrator reports directly to the Mayor of the City of Chelan.

### Supervisory Responsibilities

This position directly supervises the heads of all city departments, which may include:

- Community Development Director
- City Clerk
- Finance Director
- Parks & Recreation Director
- Public Works Director
- Airport Operations Manager
- Other department heads/employees as may be established by the City Council and Mayor

### Essential Duties and Responsibilities

#### Leadership and Management:

- Provides leadership, direction, and supervision to all city departments to ensure effective and efficient operations in accordance with city policies and ordinances.
- Works with department directors to achieve the policy direction and priorities established by the Mayor and approved by City Council.
- Conducts regular performance evaluations of department directors to ensure goals are met and identify areas for improvement.
- Facilitates and encourages interdepartmental collaboration and cooperation to ensure seamless service delivery.
- Oversees the recruitment, training, evaluation, and professional development of city staff, fostering a culture of accountability and excellence in public service.
- Develops and enforces administrative policies, procedures, and practices city-wide.

#### Policy and Planning:

- Assists the Mayor in developing and implementing the City's short-term and long-term goals and objectives approved by the City Council.

- Develops strategic plans with department administrators to align project outcomes with city goals, including those outlined in the City's Strategic Plan.
- Advises and assists the City Council in the formulation and establishment of administrative, operational and legislative policies and the Mayor in the implementation of the policies approved by City Council.
- Ensures the enforcement of all city ordinances, resolutions, policies, and applicable federal, state, and local laws, codes, and regulations.

#### Budget and Finance:

- Directs the preparation of the annual budget in conjunction with the Finance Director and submits it to the Mayor and City Council for review and approval.
- Monitors budget compliance on a monthly basis and provides financial oversight and regular reporting on expense performance to the Mayor and City Council.
- Ensures fiscal responsibility and alignment of budgetary allocations with the city's strategic priorities.
- Monitors revenues, expenditures, and financial reporting to maintain a stable and transparent financial position.
- Negotiates contracts on behalf of the city as needed.
- Directs investment activities with the Director of Finance for city funds under the policies and procedures set by the City Council.

#### Communication and Intergovernmental Relations:

- Communicates regularly to the Mayor on the status of all assignments, duties, projects, and functions of all city offices, departments, commissions, and boards.
- Directs the preparation of the Council agenda, furnishing pertinent documents, reports, and briefings as needed.
- Represents the City in a variety of meetings and public functions involving other elected/appointed officials, civic and community service organizations, volunteer groups, and others.
- Builds and maintains relationships with federal, state, and regional agencies to advocate for city interests and support common goals.
- Monitors and responds to state legislative developments that may impact the city.
- Meets personally with or receives phone calls from citizens who desire information or have a complaint; investigates and ensures adequate responses.
- Facilitates public meetings, forums, and other events to maintain a strong connection with the community.

#### Lake Chelan Airport:

- Oversees all operations of the Lake Chelan Airport.
- Ensures safe airport operations and compliance with all applicable FAA regulations, in coordination with the Operations Manager.
- In collaboration with airport consultants and coordination with the Airport Board and City Council, leads long range and strategic planning for the airport.
- Directly supervises the Operations Manager and grounds maintenance staff.
- Collaborates with consultants to apply for and administer federal and state airport grants.

#### Other Duties:

- Oversees human resources functions, risk management, emergency management, procurement, public relations, and economic development.
- Approves event applications
- Administers zoning and subdivision ordinances as approved by City Council.
- Performs other duties as assigned by the Mayor and City Council.

### **Knowledge, Skills, and Abilities**

- Extensive knowledge of the principles and practices of municipal administration, including budgeting, finance, personnel management, and strategic planning.
- Strong understanding of the Strong Mayor form of government and the roles and responsibilities of elected officials and administrative staff.
- Demonstrated ability to lead and manage diverse teams, fostering a collaborative and productive work environment.
- Excellent communication, interpersonal, and public presentation skills, with the ability to communicate effectively with a wide range of stakeholders.
- Proven ability to analyze complex issues, develop effective solutions, and make sound decisions.
- Strong understanding of federal, state, and local laws, regulations, and ordinances relevant to municipal government
- Experience in developing and implementing strategic plans and policies.
- Ability to establish and maintain effective working relationships with elected officials, city staff, community leaders, and the public.
- Proficiency in financial management and budget administration.
- Experience in project management and the ability to oversee multiple projects simultaneously.

### **Required Qualifications**

- Bachelor of Arts Degree in Public Administration or related field with extensive work experience in City Administration or an equivalent combination of education and professional experience that provides the knowledge, skills, and abilities necessary to perform the duties of the position may be considered.
- Experience managing cross-departmental initiatives, public infrastructure projects, or labor relations.
- Experience with Washington State municipal laws, budgeting processes, and regional governance structures.
- Valid Washington State Driver's License with driving record free from serious or frequent violations.

### **Preferred Qualifications**

- Membership in professional associations such as the International City/County Management Association (ICMA) or Washington City/County Management Association (WCMA).
- Strong understanding of municipal operations, public budgeting, and intergovernmental relations.
- Demonstrated leadership, communication, and problem-solving skills.
- ICMA Credentialed Manager (ICMA-CM) certification

*The statements contained herein reflect general details, as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as needed, including work in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the workload.*

# City Administrator

## Job Description



### **Purpose of the Position:**

The City Administrator, under the direction and authority of the Mayor, is responsible for the efficient and effective administration of the city's daily operations, the implementation of policies established by the Mayor and City Council, and the provision of leadership and support to all city departments. The City Administrator acts as a key advisor to the Mayor and works to ensure that the city's goals and objectives are met in alignment with Chelan's unique character and strategic priorities.

As a senior leader at the City of Chelan, this position plays a critical role in reinforcing and strengthening our CLEAR values by modeling them in daily actions, decision-making, and communication. The incumbent is expected to actively cultivate a workplace culture grounded in Collaboration, Listening, Excellence, Accountability, and Respect—setting clear expectations, fostering trust, and ensuring these values are reflected in team performance, service delivery, and interactions with colleagues and the community.

### **Essential Duties and Responsibilities:**

#### **Leadership and Management:**

- Provides leadership, direction, and supervision to all city departments to ensure effective and efficient operations in accordance with city policies and ordinances.
- Works with department directors to achieve the policy direction and priorities established by the Mayor and approved by City Council.
- Conducts regular performance evaluations of department directors to ensure goals are met and identify areas for improvement.
- Facilitates and encourages interdepartmental collaboration and cooperation to ensure seamless service delivery.
- Oversees the recruitment, training, evaluation, and professional development of city staff, fostering a culture of accountability and excellence in public service.
- Develops and enforces administrative policies, procedures, and practices city-wide.

#### **Policy and Planning:**

- Assists the Mayor in developing and implementing the City's short-term and long-term goals and objectives approved by the City Council.
- Develops strategic plans with department administrators to align project outcomes with city goals, including those outlined in the City's Strategic Plan.
- Advises and assists the City Council in the formulation and establishment of administrative, operational and legislative policies and the Mayor in the implementation of the policies approved by City Council.
- Ensures the enforcement of all city ordinances, resolutions, policies, and applicable federal, state, and local laws, codes, and regulations.

#### **Budget and Finance:**

- Directs the preparation of the annual budget in conjunction with the Finance Director and submits it to the Mayor and City Council for review and approval.
- Monitors budget compliance on a monthly basis and provides financial oversight and regular reporting on expense performance to the Mayor and City Council.
- Ensures fiscal responsibility and alignment of budgetary allocations with the city's strategic priorities.
- Monitors revenues, expenditures, and financial reporting to maintain a stable and transparent financial position.
- Negotiates contracts on behalf of the city as needed.
- Directs investment activities with the Director of Finance for city funds under the policies and procedures set by the City Council.

### **Communication and Intergovernmental Relations:**

- Communicates regularly to the Mayor on the status of all assignments, duties, projects, and functions of all city offices, departments, commissions, and boards.
- Directs the preparation of the Council agenda, furnishing pertinent documents, reports, and briefings as needed.
- Represents the City in a variety of meetings and public functions involving other elected/appointed officials, civic and community service organizations, volunteer groups, and others.
- Builds and maintains relationships with federal, state, and regional agencies to advocate for city interests and support common goals.
- Monitors and responds to state legislative developments that may impact the city.
- Meets personally with or receives phone calls from citizens who desire information or have a complaint; investigates and ensures adequate responses.
- Facilitates public meetings, forums, and other events to maintain a strong connection with the community.

### **Lake Chelan Airport:**

- Oversees all operations of the Lake Chelan Airport.
- Ensures safe airport operations and compliance with all applicable FAA regulations, in coordination with the Operations Manager.
- In collaboration with airport consultants and coordination with the Airport Board and City Council, leads long range and strategic planning for the airport.
- Directly supervises the Operations Manager and grounds maintenance staff.
- Collaborates with consultants to apply for and administer federal and state airport grants.

### **Other Duties:**

- Oversees human resources functions, risk management, emergency management, procurement, public relations, and economic development.
- Approves event applications
- Administers zoning and subdivision ordinances as approved by City Council.
- Performs other duties as assigned by the Mayor and City Council.

### **Working Conditions & Physical Requirements:**

Work is performed primarily in a professional office environment and involves prolonged sitting, computer use, and regular communication in person, by telephone, and electronically. Duties require the operation of standard office equipment and sufficient manual dexterity and visual acuity to perform essential job functions. The position may require occasional standing, walking, bending, reaching, and lifting or moving materials up to 25 pounds.

Regular work hours are Monday through Friday during standard business hours; however, evening, weekend, or extended hours may be required to attend meetings or respond to urgent or emergency situations. Occasional travel to other City facilities or off-site locations may be necessary.

The City of Chelan provides reasonable accommodations in accordance with applicable federal and state law to enable qualified individuals with disabilities to perform the essential functions of the position.

### **Knowledge, Skills, and Abilities**

- Extensive knowledge of the principles and practices of municipal administration, including budgeting, finance, personnel management, and strategic planning.
- Strong understanding of the Strong Mayor form of government and the roles and responsibilities of elected officials and administrative staff.
- Demonstrated ability to lead and manage diverse teams, fostering a collaborative and productive work environment.
- Excellent communication, interpersonal, and public presentation skills, with the ability to communicate effectively with a wide range of stakeholders.

- Proven ability to analyze complex issues, develop effective solutions, and make sound decisions.
- Strong understanding of federal, state, and local laws, regulations, and ordinances relevant to municipal government
- Experience in developing and implementing strategic plans and policies.
- Ability to establish and maintain effective working relationships with elected officials, city staff, community leaders, and the public.
- Proficiency in financial management and budget administration.
- Experience in project management and the ability to oversee multiple projects simultaneously.

**Required Qualifications**

- Bachelor of Arts Degree in Public Administration or related field with extensive work experience in City Administration or an equivalent combination of education and professional experience that provides the knowledge, skills, and abilities necessary to perform the duties of the position may be considered.
- Experience managing cross-departmental initiatives, public infrastructure projects, or labor relations.
- Experience with Washington State municipal laws, budgeting processes, and regional governance structures.
- Five years of senior public-sector management experience, such as a city manager or city administrator, deputy/assistant or department director in a city, county or other applicable public-sector agency of similar or greater complexity and size; or any equivalent combination of experience and education may be considered.

**Preferred Qualifications**

- Membership in professional associations such as the International City/County Management Association (ICMA) or Washington City/County Management Association (WCMA).
- Strong understanding of municipal operations, public budgeting, and intergovernmental relations.
- Demonstrated leadership, communication, and problem-solving skills.
- ICMA Credentialed Manager (ICMA-CM) certification

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*The statements contained herein reflect general details, as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as needed, including work in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the workload.*

**Job Details:**

Department: Administration	Reports to: Mayor
Supervises: Department Directors, City Clerk, LCA Operations Manager, Building Services Supervisor, Senior Planner	
Status: Permanent, Full-Time	Type: Non-Represented, FLSA Exempt, Salaried



# City of Chelan

2026-001C

CITY COUNCIL

March 24, 2026

Subject/Title: City Clerk Job Description (HR/Communications Director Coltman)  
Department: HR/Communications  
Staff Contact: Chad Coltman  
Guiding Principles: Visionary & Strategic  
Initiatives: Modernize Resource  
Reviewed By: City Administrator and Finance Director  
Number of Looks: Look No. 1 of 2

## GOVERNING LEGISLATION

RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities. "...The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title...".

## PREVIOUS ACTION TAKEN

City Council approved the City Clerk/ Administrative Assistant job description on April 10, 2008.

## OVERVIEW

The City of Chelan is updating the job description for the City Clerk/Public Records Officer to reflect the increasing complexity of municipal governance and records management. This update modernizes the position to align with current leadership standards and specifically supports a concurrent update to the Title 2 officer's description.

The City Clerk/Public Records Officer serves as a critical link between the City Council, staff, and the public. The updated job description clarifies the following core responsibilities:

- **Legislative & Council Services:** The Clerk remains responsible for the maintenance and preservation of City records, attending all Council meetings,

and ensuring compliance with the Open Public Meetings Act (OPMA).

- **Public Records & Disclosure:** This version strengthens the language around the Public Records Act (PRA) compliance, tasking the position with developing and maintaining a comprehensive citywide records management program.
- **Risk Management:** The Clerk is formally designated as the agent to receive claims for damages and serves as the primary liaison for the Washington Cities Insurance Authority (WCIA).
- **CLEAR Values & Leadership:** As a leader within the organization, the Clerk is expected to cultivate a workplace culture grounded in Collaboration, Leadership, Excellence, Accountability, and Respect (CLEAR).
- **Supervisory Oversight:** The description codifies the Clerk's responsibility for the direct supervision and professional development of the Deputy Clerk and Records Manager.

Required qualifications have been updated to include Certified Municipal Clerk (CMC) and Certified Public Records Officer (CPRO) designations to ensure high professional standards.

Staff will bring the final version to a future Council meeting in concurrence with the Title 2 updates.

#### FINANCIAL IMPLICATIONS

None.

#### ATTACHMENTS

1. City Clerk/Administrative Assistant Job Description 2008 OLD
2. City Clerk Job Description 2026 Update

#### SUGGESTED MOTION

None.

RESOLUTION NO. 2008 - 1180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON, AMENDING THE CITY OF CHELAN SALARY/CLASSIFICATION STUDY ADOPTED JULY 13, 2000

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WHEREAS, the City Administrator developed and proposed a Salary/Classification Study for the City; and

WHEREAS, the proposed Salary/Classification Study was reviewed, amended and adopted by the City Council on June 27, 1996; and

WHEREAS, the City Administrator subsequently developed an updated Salary/Classification Study that was reviewed, amended and adopted by City Council on July 13, 2000; and

WHEREAS, the City Council now desires to amend the Salary/Classification Study to change the salary grade of the City Clerk/Administrative Assistant position;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:

Section 1. The City of Chelan Salary/Classification Study dated July 13, 2000 is hereby amended to change the salary for the City Clerk/Administrative Assistant position from Salary Grade 26 to Salary Grade 27 by adopting the job description attached hereto as Exhibit "A".

PASSED by the City Council of the City of Chelan, Washington on April 10, 2008.

APPROVED:



ROBERT R. GOEDDE, MAYOR

ATTEST/AUTHENTICATED:

  
LINDA ALLISON-LILES, CITY CLERK

FILED WITH THE CITY CLERK: 4/3/08  
PASSED BY THE CITY COUNCIL: 4/10/08  
RESOLUTION NO. : 2008-1180

CITY OF CHELAN JOB DESCRIPTION

**TITLE:**                    **CITY CLERK/ADMINISTRATIVE ASSISTANT**

DEPARTMENT:        Administration

REPORTS TO:         Mayor and City Administrator

SUPERVISES:         None

ADOPTED/REVISED DATE: 4/10/08

SALARY GRADE: 27

**POSITION PURPOSE/SUMMARY**

This position is responsible for the maintenance and preservation of City and airport records as well as for all other statutory provisions governing the position of City Clerk. Also provides administrative support of a highly complex and responsible nature to Mayor and City Administrator. Exercises independent judgment to prepare correspondence, arrange meetings and appointments, process and prepare reports and other official material. Exercises considerable discretion in the protection and release of confidential information and in the interpretation and administration of policies and procedures.

**EXAMPLES OF DUTIES AND RESPONSIBILITIES**

- Promotes positive public relations
- Responsible for developing, implementing and maintaining a records management process for ordinances, resolutions, policies, agreements and other related documents; involves work with other City employees to coordinate records storage and retrieval processes
- Ensures that all legal notices and bid openings are properly prepared and published according to related laws, regulations and policies
- Responsible for codification of ordinances
- Serves as registrar of voters for the City, keeper of the city seal, notary public
- Processes and maintains confidential information
- Assists in preparing agenda and information packet for City Council and Airport Board meetings; responsible for recording and transcribing official minutes of meetings, distributing notices of action, maintaining agenda bill records
- Serves as contact person for Washington Cities Insurance Authority; receives and processes all Claims for Damages and Summons and Complaints filed against the City; maintains related records; notifies WCIA when changes to property/vehicle physical damage coverage are required; represents City at WCIA board meetings as needed,
- Receives citizen complaints and concerns, refers them to proper department for investigation/resolution; monitors response; maintains related records
- Receives and distributes mail and telephone calls to Mayor and City Administrator; coordinates communication between Mayor/City Administrator and departments, Council, other agencies and the public; serves as Mayor's Office receptionist; prepares correspondence
- Advertises City job openings, receives and records applications, Maintains application file and record of recruitment/hiring process

- Conducts research and prepares reports
- Schedules appointments, coordinates meetings and makes travel arrangements as directed
- Assists Mayor and City Administrator in conducting their duties as needed
- Provides secretarial support for Councilmembers and Airport
- Performs other duties as needed

### **WORKING CONDITIONS**

Work is generally performed while standing or sitting, in an office environment, with a computer, telephone and copy machine. Some lifting of forms, files and small equipment is required.

### **KNOWLEDGE, ABILITIES, SKILLS FOR SUCCESS**

- Knowledge of municipal, state and federal laws
- Knowledge of office practices, procedures and equipment
- Knowledge of business English, composition, spelling, punctuation
- Ability to employ discretion and maintain confidentiality
- Ability to prioritize assignments and work independently
- Ability to accurately prepare correspondence, reports and statistical information and to maintain files
- Ability to operate the telephone in a clear, well-modulated voice using good diction
- Ability to understand and correctly execute verbal and written instructions
- Ability to operate office equipment including computers
- Ability to establish and maintain effective working relationships with co-workers, other organizations and the general public

### **QUALIFICATIONS REQUIRED**

High school diploma or General Educational Development (GED), computer and experience necessary to successfully perform this job

Valid Washington State Drivers License with driving record free of serious or frequent violations

Notary Public License

The statements contained herein reflect general details, as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as needed, including work in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the workload.

# City Clerk/Public Records Officer

## Job Description



### **Purpose of the Position:**

Under the supervision of the City Administrator, the City Clerk/Public Records Officer is responsible for the maintenance and preservation of City records and for all other statutory provisions governing the position. This position also provides administrative support of a highly complex and responsible nature to the Mayor and City Administrator; exercises independent judgment in preparing reports and various official documents; and exercises considerable discretion in the protection and release of confidential information and in the interpretation and administration of policies and procedures.

As a leader at the City of Chelan, this position plays a critical role in reinforcing and strengthening our CLEAR values by modeling them in daily actions, decision-making, and communication. The incumbent is expected to actively cultivate a workplace culture grounded in Collaboration, Listening, Excellence, Accountability, and Respect—setting clear expectations, fostering trust, and ensuring these values are reflected in team performance, service delivery, and interactions with colleagues and the community.

### **Essential Duties and Responsibilities:**

#### **Legislative & Council Services**

- Serve as Clerk to the City Council; attend all regular, special, and workshop meetings.
- Prepare, review, and post Council agendas in compliance with the Open Public Meetings Act (OPMA), coordinating with the Mayor, City Administrator, and department directors.
- Record proceedings; prepare, maintain, and publish official meeting minutes.
- Publish, attest to, and maintain ordinances, resolutions, proclamations, contracts, and other official actions.
- Maintain the official municipal code, legislative history, and agenda bill index.
- Coordinate public hearings, legal notices, and required publications in accordance with RCW and WAC requirements.
- Draft and review ordinances, resolutions, agreements, agenda bills, correspondence, and related legislative documents to ensure accuracy, clarity, and compliance.

#### **Records Management & Public Disclosure**

- Serve as the City's Public Records Officer and City Records Officer.
- Develop, implement, and maintain a comprehensive records management program in accordance with the Washington State Records Retention Schedule.
- Administer compliance with the Washington State Public Records Act (PRA), coordinating and documenting responses to public records requests.
- Oversee retention, archiving, retrieval, preservation, and lawful destruction of physical and electronic records.
- Maintain secure, organized, and accessible records systems citywide.
- Provide training and guidance to staff on records retention and public disclosure requirements.

#### **Governance Compliance**

- Administer oath of office ceremonies.
- Maintain official bonds and governance documentation.
- Monitor board and commission member terms; coordinate recruitment with Communications, maintain a volunteer "Talent Bank," and facilitate appointment processes.
- Ensure compliance with municipal governance statutes, statutory timelines, and publication requirements.
- Maintain custody of the official City seal and certify official documents.

### **Supervisory Responsibilities**

- Directly supervise the Deputy Clerk and Records Manager, providing leadership, guidance, and performance oversight.
- Assign, prioritize, and monitor work to ensure timely completion of statutory, legislative, and records management responsibilities.
- Conduct performance evaluations; provide coaching, mentoring, and professional development opportunities. Establish clear performance standards and expectations consistent with City policies and the CLEAR values.
- Foster a collaborative, accountable, and service-oriented team environment focused on accuracy, transparency, and public trust.

### **Risk Management & Claims Administration**

- Serve as designated agent to receive claims for damages pursuant to RCW 4.96.
- Act as primary contact for WCIA regarding liability, property, and legal claims; coordinate initial investigation and maintain related records.
- Coordinate the City's compliance with WCIA COMPACT requirements, update property and vehicle schedules, and serve as WCIA Training Coordinator and Alternate Delegate to the WCIA Full Board.

### **Administrative Leadership & Executive Support**

- Exercise initiative and independent judgment to support and relieve the Mayor and City Administrator of administrative details.
- Provide administrative coordination between elected officials, City departments, outside agencies, and the public.
- Manage the Clerk's Office budget and related contracts; supervise assigned administrative staff as applicable.
- Receive, process, and distribute official correspondence and confidential information.
- Conduct research and prepare reports as requested by City leadership.
- Make travel and training arrangements and coordinate scheduling for Council and executive staff as needed.

### **Transparency, Public Relations & Customer Service**

- Promote positive public relations through professional, courteous, and responsive communication.
- Serve as a primary point of contact for citizens regarding legislative processes and public records.
- Ensure accessibility and transparency of public documents, meeting materials, and City actions.
- Respond to requests for information from the public, outside agencies, staff, and elected officials in a timely and professional manner.
- Represent the City with integrity in communications and public interactions.

### **Other Duties**

- Serve as Notary Public for official City business.
- Perform other related duties as assigned to support City operations and community needs.

### **Working Conditions & Physical Requirements:**

Work is performed primarily in a professional office environment and involves prolonged sitting, computer use, and regular communication in person, by telephone, and electronically. Duties require the operation of standard office equipment and sufficient manual dexterity and visual acuity to perform essential job functions. The position may require occasional standing, walking, bending, reaching, and lifting or moving materials up to 25 pounds.

Regular work hours are Monday through Friday during standard business hours; however, evening, weekend, or extended hours may be required to attend meetings or respond to urgent or emergency situations. Occasional travel to other City facilities or off-site locations may be necessary.

The City of Chelan provides reasonable accommodations in accordance with applicable federal and state law to enable qualified individuals with disabilities to perform the essential functions of the position.

**Knowledge, Abilities & Skills:**

- Thorough knowledge of municipal government operations and applicable federal, state, and local laws, including the Open Public Meetings Act (OPMA), Public Records Act (PRA), and records retention requirements.
- Ability to exercise sound judgment, discretion, and diplomacy while handling sensitive and confidential information.
- Ability to manage multiple priorities, meet statutory deadlines, and work independently with minimal supervision.
- Ability to accurately prepare and review correspondence, minutes, reports, legal notices, ordinances, resolutions, and other official documents with a high level of attention to detail.
- Ability to interpret and correctly apply verbal and written instructions, policies, and legal requirements.
- Proficiency in Microsoft Office applications, including Word, Excel, and Outlook.
- Ability to operate standard office equipment and technology systems used in municipal administration.
- Strong organizational skills and ability to maintain complex record-keeping systems.
- Excellent interpersonal and customer service skills with the ability to establish and maintain effective working relationships with elected officials, staff, outside agencies, and the public.
- Ability to communicate clearly and professionally, both verbally and in writing, with diverse audiences.

**Qualifications Required:**

- Bachelor’s degree in Public Administration, Business Administration, Political Science, or a related field. Alternatively, an equivalent combination of education and progressively responsible experience in municipal government administration.
- Four years of senior public-sector management experience, such as a clerk or deputy clerk in a city, county, or similarly complex public-sector agency; or any equivalent combination of education and experience may be considered.
- Notary Public License.
- Ability to read, write and speak the English language.
- CMC required, MMC preferred.
- CPRO required.

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*The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required and the scope of responsibility but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as needed, including work in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the workload.*

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**Job Details:**

Department: Administration	Reports to: City Administrator
Supervises: Deputy City Clerk, Records Manager	
Status: Permanent, Full-Time	Type: Non-Represented, FLSA Exempt, Salaried



# City of Chelan

2006-001D

CITY COUNCIL

March 24, 2026

Subject/Title: Community Development Director Job Description  
(HR/Communications Director Coltman)

Department: HR/Communications

Staff Contact: Chad Coltman

Guiding Principles: Visionary & Strategic

Initiatives: Modernize Resource

Reviewed By: City Administrator and Finance Director

Number of Looks: Look No. 1 of 2

## GOVERNING LEGISLATION

RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities. "...The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title..."

## PREVIOUS ACTION TAKEN

City Council approved the Planning & Community Development Director job description on February 09, 2006.

## OVERVIEW

The City of Chelan is updating the job description for the Community Development Director to reflect the critical role of planning and land use management in the City's long-term growth and sustainability. This update modernizes the position to align with current leadership standards and specifically supports a concurrent update to the Title 2 officers' description.

The Community Development Director provides strategic leadership and oversight of the City's Planning and Building functions. The updated job description clarifies several core

areas of responsibility necessary for navigating Chelan’s unique development landscape:

- **Strategic Planning & Policy Guidance:** The Director serves as a key advisor to elected officials, providing professional recommendations and technical expertise on land use, development regulations, and short- and long-range planning initiatives.
- **Regulatory & Code Compliance:** The role ensures the consistent application of City regulations through the oversight of development review, permitting, inspections, and code compliance activities.
- **Stakeholder Engagement:** A primary focus is placed on fostering collaboration with community stakeholders, ensuring that development projects support the City’s adopted plans and Council priorities.
- **Operational Excellence:** The position is tasked with ensuring exceptional customer service within the Planning and Building departments and managing the transition to modern, cloud-based permitting and reporting systems.
- **CLEAR Values Integration:** As a department head, the Director is responsible for cultivating a workplace culture grounded in Collaboration, **Listening**, Excellence, Accountability, and Respect (CLEAR).

Requirements have been modernized to include a minimum of five years of progressively responsible professional planning experience, with a preferred certification by the American Institute of Certified Planners (AICP).

## FINANCIAL IMPLICATIONS

## ATTACHMENTS

1. Planning/Community Development Director Job Description 2006 OLD
2. Community Development Director Job Description 2026 Update

## SUGGESTED MOTION

None.

RESOLUTION NO. 06- 1148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON, AMENDING THE CITY OF CHELAN SALARY/CLASSIFICATION STUDY ADOPTED JULY 13, 2000.

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WHEREAS, the City Council of the City of Chelan directed the City Administrator to develop a Salary/Classification Study for the City; and

WHEREAS, the City Administrator developed and proposed a Salary/Classification Study for the City; and

WHEREAS, the proposed Salary/Classification Study was reviewed, amended and adopted by the City Council on June 27, 1996; and

WHEREAS, the City Administrator subsequently developed an updated Salary/Classification Study that was reviewed, amended and adopted by City Council on July 13, 2000; and

WHEREAS, the City Council now desires to amend the Salary/Classification Study to modify the Planning & Community Development Director job description;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:

Section 1. The City of Chelan Salary/Classification Study dated July 13, 2000 is hereby amended to replace the existing job description for the Planning and Community Development Director with the modified job description attached hereto as Exhibit "A".

RESOLVED this 9<sup>TH</sup> day of February 2006.

APPROVED:

  
JAY WITHERBEE, MAYOR

ATTEST/AUTHENTICATED:

  
LINDA ALLISON LILES, CITY CLERK

FILED WITH THE CITY CLERK: 2/2/06  
PASSED BY THE CITY COUNCIL: 2/9/06  
RESOLUTION NO. : 06-1148

CITY OF CHELAN JOB DESCRIPTION

**TITLE:**                    **PLANNING & COMMUNITY DEVELOPMENT DIRECTOR**

**DEPARTMENT:**        Planning and Community Development

**REPORTS TO:**         City Administrator

**SUPERVISES:**        Assistant Planner, Building Official, Building Inspector/Code Enforcement Officer and other department employees as appropriate.

**ADOPTED/REVISED DATE:** 2/9/06

**SALARY GRADE:** 30 (\$54,396 - \$66,108 per year)

**POSITION PURPOSE/SUMMARY**

Administers/provides all planning, zoning, land use, environmental, development, building, permitting, SEPA, shoreline, subdivision, annexation and street vacation review for the City. Manages contract planning and SEPA review services. Serves as the SEPA Responsible Official and Shoreline Administrator. Provides supervision for the Assistant Planner, Building Official and Building Inspector/Code Enforcement Officer. Investigates City Code violations and complaints. Provides grant writing and grant management support. Provides leadership and direction in the formulation of departmental goals and objectives. Provides staff support to the Planning Commission and other planning/community development committees as appropriate.

**EXAMPLES OF DUTIES AND RESPONSIBILITIES**

- Promotes positive public relations
- Develops Comprehensive Plan and facilitates current planning
- Serves as State Environmental Policy Act (SEPA) Responsible Official and Shorelines Administrator
- Serves as staff liaison to Planning Commission, Hearing Examiner and various citizen groups on planning issues
- Conducts studies; compiles data; prepares written and oral reports for the legislative and appointed review bodies relating to land use planning, legislative amendments and the various permits processed by the City
- Accepts public input; attends public hearings; handles questions, complaints and inquiries and provides assistance to prospective applicants, developers and the general public
- Develops operational policies and procedures to promote the efficient processing of permits and operation of the Planning and Community Development Department
- Prepares the department's budget
- Performs other related duties as needed

**WORKING CONDITIONS**

Work is performed primarily in an office environment with occasional outside site visits.

**KNOWLEDGE, ABILITIES, SKILLS FOR SUCCESS**

- Ability to obtain, organize and analyze data from a variety of sources, including state and federal agencies, county offices and other quasi-governmental offices
- Working knowledge of local government ordinances and state statutes governing planning, land use regulations, public hearings and environmental decision making processes
- Ability to communicate, both orally and in writing, in a concise, understandable and articulate manner
- Ability to establish and maintain effective working relationships with coworkers, other agencies and the public

**QUALIFICATIONS REQUIRED**

Graduation from an accredited college or university with a bachelors degree in Urban/Regional Planning or related field plus extensive work experience necessary to perform this job

Certification by the American Planning Association (AICP) is desirable.

Valid Washington State Drivers License with driving record free from serious or frequent violation

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The statements contained herein reflect general details, as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as needed, including work in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the workload.

# Community Development Director

## Job Description



### **Purpose of the Position:**

Under the supervision of the City Administrator, the Community Development Director provides strategic leadership and oversight of the City's Planning and Building functions, guiding responsible growth, regulatory compliance, and high-quality development within the community. The position directs short- and long-range planning initiatives, development review, permitting, inspections, and code compliance activities, ensuring consistent application of regulations and exceptional customer service.

The Director serves as a key advisor to Elected Officials, providing professional recommendations, policy guidance, and technical expertise on land use, development regulations, and long-term community planning matters. As a member of the City's leadership team, the Director fosters collaboration, engages stakeholders, and advances initiatives that support the City's adopted plans, Council priorities, and long-term community vision.

As a department director at the City of Chelan, this position plays a critical role in reinforcing and strengthening our CLEAR values by modeling them in daily actions, decision-making, and communication. The incumbent is expected to actively cultivate a workplace culture grounded in Collaboration, Listening, Excellence, Accountability, and Respect—setting clear expectations, fostering trust, and ensuring these values are reflected in team performance, service delivery, and interactions with colleagues and the community.

### **Essential Duties & Responsibilities:**

#### **Department Leadership and Administration**

- Provide overall leadership and management of the Planning and Building Departments, including current and long-range planning, building inspection, plan review, permit issuance, and code compliance.
- Supervise, mentor, and evaluate department personnel; establish work priorities, performance standards, and professional development plans.
- Develop, review, and implement department policies, procedures, and service standards to improve efficiency, consistency, and legal compliance.
- Continuously evaluate service delivery methods and implement quality improvements aligned with City goals.
- Ensure departmental compliance with public records laws, records retention requirements, and coordination with the Office of the City Clerk for timely and accurate records production.

#### **Planning, Land Use, and Regulatory Oversight**

- Perform and oversee advanced professional planning work related to current development review and long-range planning initiatives.
- Administer and interpret land use regulations, shoreline master program provisions, building codes, subdivision standards, and related ordinances.
- Ensure regulatory and permit processes comply with local, state, and federal laws, including Growth Management Act (GMA) requirements.
- Serve as the City's SEPA Responsible Official, overseeing SEPA documentation, environmental review processes, and critical area mitigation plans.
- Provide formal code interpretations and written recommendations for development applications, programs, and regulations.
- Verify compliance of development proposals with applicable environmental, zoning, and building standards.

#### **Comprehensive Planning and Capital Coordination**

- Lead and manage updates to the City's Comprehensive Plan and associated long-range planning documents.

- Conduct and oversee complex planning studies and planning projects from concept through implementation.
- Review state and county land use proposals impacting the City and coordinate interdepartmental responses.

### **Governance Support and Policy Advisory Role**

- Serve as the primary advisor to the Mayor, City Administrator, City Council, and Planning Commission on land use policy, planning procedures, Comprehensive Plan matters, and development regulations.
- Attend and present at Planning Commission, City Council, and committee meetings.
- Prepare staff reports, contracts, ordinances, resolutions, and policy recommendations for advisory bodies and Council consideration.
- Present major planning issues and recommend policy direction consistent with adopted City goals.
- Actively participate as a member of the City's Senior Management Team, contributing to strategic planning and organizational initiatives.

### **Community Engagement and Economic Development**

- Serve as the department's primary point of contact for community committees and stakeholders on land use and development matters.
- Proactively engage in economic development efforts by providing planning guidance, demographic analysis, market insight, and regulatory process information.
- Respond to complex public inquiries and complaints, offering balanced solutions and alternative recommendations.
- Foster collaborative relationships with neighboring jurisdictions, regional agencies, and community partners.
- Represent the City in regional, state, and legislative matters related to land use and development.

### **Grants, Compliance, and Risk Management**

- Prepare grant applications and manage awarded funds to support planning initiatives.
- Monitor changes in laws, regulations, and industry best practices affecting planning and building functions.
- Proactively identify and address sensitive or complex land use issues impacting the community and organization.

### **Other Duties**

- Perform other related duties as assigned to support City operations and community needs.

### **Working Conditions & Schedule**

Work is performed in a combination of professional office and field environments. Duties include prolonged sitting and computer use, as well as standing, walking, and site visits to development and construction locations. The position requires effective communication in person, by telephone, and electronically; operation of standard office equipment; and sufficient manual dexterity and visual acuity to perform essential job functions.

Field work may involve exposure to active construction sites, uneven terrain, noise, dust, and varying weather conditions. The position may require walking over rough surfaces, climbing stairs, bending, reaching, and occasionally lifting or moving materials weighing up to 25 pounds. Appropriate personal protective equipment may be required during site visits.

Regular work hours are generally Monday through Friday during standard business hours; however, evening or weekend hours may be required to attend public meetings, hearings, or respond to urgent matters. Travel to various City facilities, project sites, and off-site locations is required.

The City of Chelan provides reasonable accommodations in accordance with applicable federal and state law to enable qualified individuals with disabilities to perform the essential functions of the position.

**Knowledge, Abilities & Skills:**

- Utilize independent judgment and strategic foresight to develop innovative and effective solutions for complex challenges. Lead in the identification and resolution of critical issues, ensuring alignment with organizational objectives.
- Demonstrate a comprehensive understanding of technical documents such as site plans, construction details, and topographic maps. Lead in the analysis of complex design schematics, ensuring projects meet high-quality standards and specifications.
- Apply advanced mathematical and statistical principles to conduct critical analyses and projections. Lead in the preparation of detailed reports on urban development, population growth, housing trends, and employment changes, providing valuable insights for city planning and decision-making.
- Uphold the highest standards in maintaining the confidentiality of sensitive information. Implement robust data protection measures to safeguard organizational and stakeholder interests.
- Champion the utilization of advanced software and data applications in performing job duties. Drive the adoption of technological solutions to enhance efficiency and effectiveness in organizational operations.
- Demonstrate exceptional leadership in both independent and collaborative environments. Foster a culture of teamwork, innovation, and accountability, guiding teams towards achieving strategic objectives.
- Effectively use office equipment and computer systems, including cloud based permitting and reporting software.

**Qualifications Required:**

- A master's degree in urban and regional planning or a related field and a minimum of four years of progressively responsible experience providing professional planning services in a city or county, or as a contract planning consultant to a city or county government, OR a bachelor's degree in planning or a related field and a minimum of five years of progressively responsible professional planning experience.
- Four years of senior public-sector management experience such as a department director in a city, county, or similarly complex public-sector agency; or any equivalent combination of education and experience may be considered.
- Preferred certification by the American Institute of Certified Planners (AICP).
- Valid Washington State Driver's License with record free from serious or frequent violations

*The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required and the scope of responsibility but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as needed, including work in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the workload.*

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**Job Details:**

Department: Community Development	Reports to: City Administrator
Supervises: Building Official, Assistant Planner	
Status: Permanent, Full-Time	Type: Non-Represented, FLSA Exempt, Salaried



# City of Chelan

2026-001E

CITY COUNCIL

March 24, 2026

Subject/Title: Finance Director Job Description (HR/Communications Director Coltman)  
Department: HR/Communications  
Staff Contact: Chad Coltman  
Guiding Principles: Visionary & Strategic  
Initiatives: Modernize Resource  
Reviewed By: City Administrator and Finance Director  
Number of Looks: Look No. 1 of 2

## GOVERNING LEGISLATION

RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities. "...The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title..."

## PREVIOUS ACTION TAKEN

City Council approved the current Finance Director job description on November 22, 2005.

## OVERVIEW

The City of Chelan is updating the job description for the Director of Finance to reflect the increasingly complex financial landscape and regulatory requirements governing municipal operations. This update modernizes the position to align with current leadership standards and specifically supports a concurrent update to the Title 2 officer's description.

The Director of Finance provides strategic leadership and comprehensive oversight of the City's financial operations. The updated job description clarifies and expands upon several core areas of responsibility:

- **Strategic Financial Leadership:** The Director is responsible for long-term financial strategies, multi-year forecasting, and identifying funding sources for

infrastructure needs. This includes specific oversight of the unique financial needs of the Lake Chelan Airport and Lake Chelan Sewer District.

- **Budgeting and Compliance:** The role oversees the annual budget process in collaboration with the Mayor and department staff. It also ensures strict adherence to the Washington State Auditor’s Office (SAO) BARS manual and prepares the City for its annual audit.
- **Special District Reporting:** New language formalizes the Director’s responsibility for providing financial analysis and reporting for the Transportation Benefit District (TBD) and the Tax Increment Finance District (TIF).
- **Operational Oversight:** The position manages comprehensive financial functions, including utility billing, accounts receivable, accounts payable, and payroll.
- **CLEAR Values Integration:** As a department director, the incumbent is expected to model and cultivate a workplace culture grounded in Collaboration, Listening, Excellence, Accountability, and Respect (CLEAR).

The updated requirements specify a minimum of five years of progressively responsible experience in municipal finance, with at least three years in a supervisory role. A Bachelor's degree in a related field is required, with a CPA license or Master's degree preferred.

## FINANCIAL IMPLICATIONS

## ATTACHMENTS

1. Finance Director Job Description 2005 OLD
2. Finance Director Job Description 2026 Update

## SUGGESTED MOTION

None.

RESOLUTION NO. 05-1132B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON, AMENDING THE CITY OF CHELAN SALARY/CLASSIFICATION STUDY ADOPTED JULY 13, 2000.

WHEREAS, the City Council for the City of Chelan ("City") directed the City Administrator to develop a Salary/Classification Study for the City; and

WHEREAS, the City Administrator developed a proposed Salary/Classification Study for the City; and

WHEREAS, the Study was reviewed, amended and adopted by the City Council on June 27, 2000; and

WHEREAS, the City Administrator subsequently developed an updated Salary/Classification Study that was reviewed, amended and adopted by City Council on July 13, 2000; and

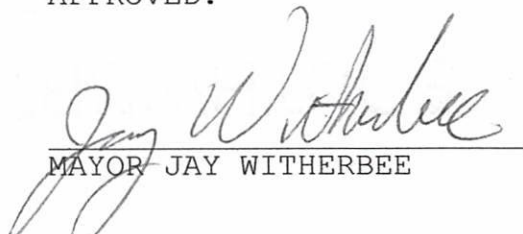
WHEREAS, the City Council desires to amend the Salary/Classification Study to modify the Finance Director job description;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:

Section 1. The City of Chelan Salary/Classification Study adopted July 13, 2000 is hereby amended to adopted the modified Finance Director job description attached hereto as Exhibit "A".

RESOLVED this 22nd day of November 2005.

APPROVED:

  
MAYOR JAY WITHERBEE

ATTEST/AUTHENTICATED:

  
CITY CLERK LINDA ALLISON-LILES

FILED WITH THE CITY CLERK: 11/16/05  
PASSED BY THE CITY COUNCIL: 11/22/05  
RESOLUTION NO. 2005-1132

CITY OF CHELAN JOB DESCRIPTION

**TITLE:**                    **FINANCE DIRECTOR**

DEPARTMENT:        Finance

REPORTS TO:        City Administrator

SUPERVISES:        Senior Accountant/Assistant Finance Director, Accounting Assistants (2), Custodian,  
Part Time Employees as assigned

ADOPTED/REVISED DATE: November 22, 2005                    SALARY GRADE: 30 (\$54,396 - \$66,108)

**POSITION PURPOSE/SUMMARY**

This position supervises the overall financial operations of the city and airport including budget, accounts payable, accounts receivable, purchasing, payroll, utility billing, treasury management, computer and telephone systems and general accounting. This person is officially designated as City Treasurer.

**EXAMPLES OF DUTIES AND RESPONSIBILITIES**

- Promotes positive public relations
- Manages the city's treasury including cash flow analysis, investments, annual Financial Report, repayment of loans and other debt
- Prepares annual budget and all other necessary financial reports in accordance with state statutes and GASB 34 requirements
- Monitors and oversees utility billing, payroll and all financial accounting
- Reviews and authorizes all claims for payment
- Prepares agenda and provides staff support for Council Finance Committee
- Evaluates and modifies accounting procedures to ensure appropriate internal controls
- Researches and recommends changes in financial policy
- Manages computer network, telephone system and other office equipment
- Performs other related duties as needed

**WORKING CONDITIONS**

Work is performed in an office environment without specific lifting requirements or exposure to chemicals.

**KNOWLEDGE, ABILITIES, SKILLS FOR SUCCESS**

- Knowledge of municipal, state and federal laws
- Knowledge of the State Budgeting/Accounting/Reporting System
- Knowledge of municipal organizations, structures and issues
- Knowledge of generally accepted accounting principles

- Knowledge of computer systems and operations
- Ability to communicate effectively both orally and in writing
- Ability to establish and maintain effective working relationships with co-workers, other agencies and the public

**QUALIFICATIONS REQUIRED**

Bachelor of Arts degree in Finance, Accounting or related field and/or extensive work experience as a City Finance Director, City Clerk, City Treasurer, Auditor or Accountant, including a working knowledge of GASB34 requirements.

Valid Washington State Drivers License with driving record free of serious or frequent violation.

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The statements contained herein reflect general details, as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not

# Director of Finance

## Job Description



### **Purpose of the Position:**

Under the supervision of the City Administrator, the Finance Director for the City of Chelan provides strategic leadership and comprehensive oversight of the City's financial operations, including budget development, financial reporting, debt and investment management, and the management of public funds. This role is responsible for ensuring fiscal responsibility and regulatory compliance across all city departments, including unique financial management needs for the Lake Chelan Airport and Lake Chelan Sewer District. The Finance Director will support the city's vision and goals by implementing sound financial practices, providing accurate financial insights, and maintaining transparency with stakeholders.

As a department director at the City of Chelan, this position plays a critical role in reinforcing and strengthening our CLEAR values by modeling them in daily actions, decision-making, and communication. The incumbent is expected to actively cultivate a workplace culture grounded in Collaboration, Listening, Excellence, Accountability, and Respect—setting clear expectations, fostering trust, and ensuring these values are reflected in team performance, service delivery, and interactions with colleagues and the community.

### **Essential Duties and Responsibilities:**

#### **Financial Management and Strategy**

- Serve as the City's Treasurer in accordance with RCW 35A.42.010, with responsibility for the custody, investment, and disbursement of all City funds; ensures strong financial controls, regulatory compliance, and the safeguarding of public resources.
- Oversee and administer the city's annual budget in collaboration with department staff and the Mayor, ensuring alignment with strategic objectives and fiscal sustainability.
- Develop and implement long-term financial strategies to support the City's sustainability and growth, including multi-year forecasting, capital planning, and identifying funding sources for future projects and infrastructure needs.
- Leverage technology and software to facilitate the annual budgeting process by gathering data, reviewing requests, and presenting a transparent and accurate proposed budget to the City Council in adherence to the WA State Auditor's Office BARS manual regarding budget compliance.
- Manage cash flow, debt service, and investment portfolios for city funds, ensuring proper allocation and risk mitigation.
- Provide financial responsibility and guidance for special funds and entities, including Lake Chelan Airport and Lake Chelan Sewer District.

#### **Accounting and Compliance**

- Ensure compliance with federal, state, and local laws and regulations, including the Washington State Auditor's Office guidelines, MRSC best practices, and IRS regulations.
- Oversee and coordinate the preparation for the City's annual audit with the Washington State Auditor's Office, ensuring timely submission of all required documentation, addressing audit findings, and implementing recommendations to maintain financial integrity
- Oversee and manage restricted use funds, ensuring compliance and responsible fund usage according to relevant legislation.

#### **Financial Reporting**

- Prepare, review, and present monthly, quarterly, and annual financial reports for the City Administrator, City Council, and other stakeholders.
- Ensure timely completion and submission of financial reports, complying with all state and federal requirements.

- Develop and present financial reports and analysis for the Transportation Benefit District (TBD), ensuring transparency, fiscal accountability, and alignment with district funding priorities.
- Develop and provide financial analysis and reporting for the Tax Increment Finance District (TIF) assessing their impact on city finances and infrastructure.
- Oversee grant reporting, as dictated by the award holder and in collaboration with the department that is receiving funding.

### **Supervision of Finance Department Staff**

- Supervise, mentor, and evaluate Finance Department staff, fostering a collaborative, professional, and results-driven team.
- Oversee staff assignments, professional development, and training to ensure high standards of financial accuracy and service.

### **Account Receivable/Accounts Payable/Payroll/Utility Billing Management**

- Oversee the City’s utility billing operations, ensuring accurate and timely billing for all utility accounts, including water, sewer, and other services.
- Oversee Accounts Receivable and related contractual agreements ensuring accurate and timely billing, payment remittance, and ensures contract renewals accordingly.
- Implement and maintain procedures for billing, payment processing, and customer service to ensure efficient and effective service delivery.
- Resolve complex billing issues and handle escalated customer inquiries with professionalism and clarity, fostering positive public relations.
- Collaborate with IT and Finance teams to update and optimize billing software and processes for improved accuracy, tracking, and reporting.
- Provide oversight and management of the Accounts Payable (AP) process to ensure timely, accurate, and compliant payment of obligations, while maintaining internal controls and minimizing errors.
- Oversee Payroll operations, ensuring accurate processing, compliance with federal and state labor laws, collective bargaining agreement(s) and the employee handbook, and ensuring timely payment of wages, benefits, and deductions.

### **Stakeholder Engagement and Collaboration**

- Serve as a key advisor to the Mayor, City Administrator and City Council, providing financial insights, policy recommendations, and strategic guidance.
- Build and maintain relationships with state and federal agencies, community organizations, and professional networks.
- Maintain positive relationships with the public by providing courteous and responsive support, addressing concerns with professionalism, and upholding a strong image for the City of Chelan in all interactions.
- Represent the City with integrity in meetings, community events, and public communications, ensuring transparency and building trust through reliable IT services and clear, respectful communication.
- Collaborate with Historic Downtown Chelan Association and Chamber of Commerce on reimbursements for approved expenses.
- Ensure departmental compliance with public records laws, records retention requirements, and coordination with the Office of the City Clerk for timely and accurate records production.

### **Other Duties**

- Perform other related duties as assigned to support City operations and community needs.

### **Working Conditions & Physical Requirements:**

Work is performed primarily in a professional office environment and involves prolonged sitting, computer use, and regular communication in person, by telephone, and electronically. Duties require the operation of standard office equipment and sufficient manual dexterity and visual acuity to perform essential job functions. The position may require occasional standing, walking, bending, reaching, and lifting or moving materials up to 25 pounds.

Regular work hours are Monday through Friday during standard business hours; however, evening, weekend, or extended hours may be required to attend meetings or respond to urgent or emergency situations. Occasional travel to other City facilities or off-site locations may be necessary.

The City of Chelan provides reasonable accommodations in accordance with applicable federal and state law to enable qualified individuals with disabilities to perform the essential functions of the position.

**Knowledge, Abilities & Skills:**

- Extensive knowledge of municipal finance, budgeting, accounting principles, and public administration.
- In-depth understanding of Washington State law and regulatory guidelines, including the Washington State Auditor’s Office, MRSC standards, cash-basis accounting, fund-based accounting, and state audit requirements.
- Proficiency in state audit processes, public debt administration, and risk management.
- Strong financial analysis, strategic planning, and organizational skills.
- Excellent written and verbal communication skills, with the ability to present complex financial information to diverse audiences.
- High proficiency in financial software and advanced Microsoft Excel functions.
- Demonstrated ability to manage and mentor staff effectively, fostering an inclusive and motivated work environment.
- Ability to make data-driven decisions, solve complex financial challenges, and respond quickly to changing fiscal priorities.
- Capable of balancing multiple projects with attention to detail and a high standard of accuracy.

**Qualifications Required:**

- Bachelor’s degree in finance, Accounting, Public Administration, or a related field. Preferred: Master’s degree in finance, Business Administration, or a CPA license.
- Four years of senior public-sector management experience, such as a department director in a city, county, or similarly complex public-sector agency; or any equivalent combination of education and experience may be considered.
- Demonstrated experience in budgeting, public sector accounting, and fiscal policy.

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**Job Details:**

Department: Finance	Reports to: City Administrator
Supervises: Assistant Finance Director, Accounting Assistants, Receptionist	
Status: Permanent, Full-Time	Type: Non-Represented, FLSA Exempt, Salaried



# City of Chelan

2026-001F

CITY COUNCIL

March 24, 2026

Subject/Title: HR/Communications Director Job Description (HR/Communications Director Coltman)  
Department: HR/Communications  
Staff Contact: Chad Coltman  
Guiding Principles: Visionary & Strategic  
Initiatives: Modernize Resource  
Reviewed By: City Administrator and Finance Director  
Number of Looks: Look No. 1 of 2

## GOVERNING LEGISLATION

RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities. "...The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title..."

## PREVIOUS ACTION TAKEN

Council approved the creation of the HR/Communications position on March 26, 2024, however a formal job description was not approved.

## OVERVIEW

The City of Chelan is formally establishing the job description for the Director of HR & Communications. While these functions have been managed within the City's administrative structure, this is the first time a formal, comprehensive job description for this specific director-level position is being submitted to the City Council for adoption.

This update modernizes the position to align with current leadership standards and specifically supports a concurrent update to the Title 2 officers' description.

The Director of HR & Communications is a department-head level position reporting directly to the City Administrator. The job description outlines three areas of responsibility designed to support organizational effectiveness and professionalize

internal operations:

- **Human Resources & Talent Management:** The Director facilitates all HR operations, including recruitment, onboarding, benefit coordination, and labor relations. A key focus is placed on fostering a healthy workplace culture and assisting other Department Directors with leadership development and performance improvement plans.
- **Information Technology Strategy:** The role provides strategic oversight of the City’s technology infrastructure, managing hardware procurement, cybersecurity practices, and vendor relationships with Managed Service Providers (MSP).
- **Strategic Communications:** The position leads the development of cohesive public messaging, managing the City’s website and social media presence, and serving as a lead responder during crisis situations to ensure clear and accurate communication with the community.
- **CLEAR Values Integration:** As with all director-level roles, this position is responsible for modeling and reinforcing the City’s core values: Collaboration, Listening, Excellence, Accountability, and Respect (CLEAR).

The qualifications for the position include a Bachelor’s degree in Human Resources or a related field and a minimum of four years of department head level experience in a public-sector agency.

Staff will bring the final version to a future Council meeting in concurrence with the Title 2 updates.

**FINANCIAL IMPLICATIONS**

**ATTACHMENTS**

1. HR/Communications Director Job Description 2026 Update

**SUGGESTED MOTION**

None.

# Director of HR & Communications

## Job Description



### **Purpose of the Position:**

Under the supervision of the City Administrator, the Director of HR and Communications provides leadership and oversight of the City's Human Resources and Information Technology functions, supporting organizational effectiveness and employee success. The role is responsible for developing and implementing strategic initiatives that strengthen workforce recruitment and retention, employee engagement, operational efficiency, and the City's technology infrastructure.

The position oversees comprehensive human resources programs including recruitment, talent management, employee relations, benefits administration, and policy development, while also guiding IT operations, systems management, cybersecurity practices, and technology planning. In addition, the role leads the development and execution of effective communication strategies to ensure clear, consistent messaging with employees, residents, and key stakeholders.

As a department director at the City of Chelan, this position plays a critical role in reinforcing and strengthening our CLEAR values by modeling them in daily actions, decision-making, and communication. The incumbent is expected to actively cultivate a workplace culture grounded in Collaboration, Listening, Excellence, Accountability, and Respect—setting clear expectations, fostering trust, and ensuring these values are reflected in team performance, service delivery, and interactions with colleagues and the community.

### **Essential Duties and Responsibilities:**

#### **Human Resources:**

- Facilitate and oversee the operations of the HR Department.
- Assist Directors with recruitment, onboarding, benefit coordination, annual evaluations and step increases, Union communication and grievances, and exit interviews.
- Maintain and administer current City employment policy and procedures. Develop policies, procedures and performance objectives as needed to ensure compliance and consistent HR operations.
- Promote and facilitate positive employee relations, serving as a trusted advisor to leadership and a supportive resource to employees. Works with employees and supervisors to productively resolve conflict and maintain healthy working relationships.
- Work cooperatively with City departments assisting Directors with training, employee management, leadership performance improvement plans, and professional development.
- Administer and monitor operating and capital budgets; prepares and maintains records and reports; and prepares cost estimates for HR and Communications projects.
- Recommend personnel actions such as hiring, termination, and reviews. Updates job descriptions and FSLA designation of positions.
- Administer and oversee the personnel records management process for compliance and maintaining the appropriate related items.
- Coordinate wellness activities with committee members and staff participation as the Wellness Committee Chairman. Plays a crucial role in promoting health and well-being within the organization.
- Ensure departmental compliance with public records laws, records retention requirements, and coordination with the Office of the City Clerk for timely and accurate records production.

#### **Communications:**

- Collaborate with Mayor, City Administrator and Directors to ensure a cohesive and positive public image is developed for the City.
- Craft and implement communication plans and materials for municipal initiatives, events, and announcements, ensuring they are engaging and easily comprehensible to the community.

- Ensure content on the City’s website and social media is accurate, maintained and regularly updated in coordination with City departments.
- Develop and deliver official statements and responses during crisis, ensuring clear accurate and timely communication with the media, public, and stakeholders.
- Other duties as assigned that are not part of the regular or core functions of the position but may be required occasionally or in special circumstances.

**Information Technology**

- Develop and implement the City’s technology strategy to support operational needs and long-term organizational goals.
- Lead procurement of computers, mobile devices, networking equipment, firewalls, servers, software, and related technology assets.
- Manage IT budgeting, purchasing, licensing, and vendor contracts to ensure cost-effective and reliable technology services.
- Serve as the City’s primary point of contact for the Managed Service Provider (MSP), Internet Service Provider (ISP), and other IT vendors and service providers, coordinating support, troubleshooting, upgrades, and issue resolution.
- Oversee installation, configuration, maintenance, and replacement of City hardware, software, network systems, telecommunications equipment, and security infrastructure.
- Maintain and monitor network connectivity, firewalls, and system security in coordination with third-party providers.
- Establish and maintain cybersecurity practices, including risk management, data protection, and incident response protocols.
- Ensure compliance with applicable data security, privacy, and public records requirements.
- Coordinate disaster recovery and business continuity planning for technology systems.
- Serve as a technology advisor to City leadership and departments, identifying system needs and recommending appropriate solutions.

**Other Duties**

- Perform other related duties as assigned to support City operations and community needs.

**Working Conditions & Physical Requirements:**

Work is performed primarily in a professional office environment and involves prolonged sitting, computer use, and regular communication in person, by telephone, and electronically. Duties require the operation of standard office equipment and sufficient manual dexterity and visual acuity to perform essential job functions. The position may require occasional standing, walking, bending, reaching, and lifting or moving materials up to 25 pounds.

Regular work hours are Monday through Friday during standard business hours; however, evening, weekend, or extended hours may be required to attend meetings or respond to urgent or emergency situations. Occasional travel to other City facilities or off-site locations may be necessary.

The City of Chelan provides reasonable accommodations in accordance with applicable federal and state law to enable qualified individuals with disabilities to perform the essential functions of the position.

**Knowledge, Abilities & Skills:**

- Working knowledge of all facets of Human Resources operations and laws.
- Knowledge of communication practices and materials.
- Knowledge of technology generally, and specifically software programs such as Microsoft Office, and other software utilized to facilitate work performed in Human Resources and Communications.
- Knowledge and ability to accurately prepare and manage budgets.

- Ability to establish and maintain professional and effective working relationships with co-workers, other agencies, media outlets, the public, and key stakeholders.
- Organized and detail-oriented, demonstrates a commitment to professionalism, consistently exhibits diligence, and upholds a high standard of integrity in their work.
- Ability to plan, organize, and oversee assigned work programs, including monitoring work schedules, legal and safety requirements, and progress reviews.
- Superior communication skills written, verbal and public speaking.

**Qualifications Required:**

- Bachelor’s degree in human resources or related field required.
- Four years of senior public-sector management experience, such as a department director in a city, county, or similarly complex public-sector agency; or any equivalent combination of education and experience may be considered.
- Graduation from an accredited college or university or possession of a combination of education and work experience necessary to successfully perform this job.
- Professional communication experience desired.

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**Job Details:**

Department: HR Communications	Reports to: City Administrator
Supervises: Office Administrative Assistant	
Status: Permanent, Full-Time	Type: Non-Represented, FLSA Exempt, Salaried





# City of Chelan

2026-001G

CITY COUNCIL

March 24, 2026

Subject/Title: Parks and Recreation Director Job Description (HR/Communications Director Coltman)  
Department: HR/Communications  
Staff Contact: Chad Coltman  
Guiding Principles: Visionary & Strategic  
Initiatives: Modernize Resource  
Reviewed By: City Administrator and Finance Director  
Number of Looks: Looks No. 1 of 2

## GOVERNING LEGISLATION

RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities. "...The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title..."

## PREVIOUS ACTION TAKEN

City Council approved the current job description on November 12, 2015.

## OVERVIEW

The current job description for the Parks and Recreation Director was last adopted on November 12, 2015. In the 10 years since that update, the operational demands of the department and the City's strategic priorities have evolved significantly. This update modernizes the position to reflect current duties and departmental structure, and further aligns with a concurrent update to Title 2 of the Chelan Municipal Code, specifically CMC 2.08.110 and Chapter 2.17 *Parks Advisory Board*.

The 2026 job description is designed to provide the operational detail required to fulfill the responsibilities outlined in the updated Title 2 language and reflect current services and facilities provided by the City. While the core purpose remains the management of the City's parks and leisure assets, the update introduces several critical refinements:

- **Strategic & Statutory Alignment:** The job description is paired with the updated Title 2 description, explicitly charging the Director with the administration and operation of waterfront amenities, recreational programs, and related facilities.
- **Capital Planning & Asset Stewardship:** In alignment with the new Title 2 language, the job description places primary responsibility on the Director for the oversight of the Parks & Recreation Department's projects included in the City's six-year Capital Improvement Plan (CIP) and long-term facility management.
- **Values-Based Leadership:** The job description now requires the Director to model the City's "CLEAR" values (Collaboration, Listening, Excellence, Accountability, and Respect) to strengthen workplace culture.
- **Tourism & Seasonal Operations:** New provisions address the management of service delivery models that respond to Chelan's extreme seasonal population fluctuations and heavy visitor use.
- **Organizational Authority:** The update clarifies the Director's authority, subject to appropriate delegations and authorizations, to negotiate contracts, interlocal agreements, and permits, ensuring they have the tools necessary to meet Title 2 obligations.

Requirements have been updated to include a Bachelor's degree in relevant fields such as Public Administration or Landscape Architecture, with a preference for Certified Parks & Recreation Professional (CPRP) status.

#### FINANCIAL IMPLICATIONS

This update reflects current professional expectations and has no financial impacts. Wages are established separately through the annual budget process.

#### ATTACHMENTS

1. Parks & Recreation Job Description 2015 OLD
2. Parks and Recreation Director Job Description 2026 Update

#### SUGGESTED MOTION

None.

# Notice of Action

## Chelan City Council

**Meeting Date:** 12-Nov-15

**Agenda Bill:** 2015-051

**Subject:** Parks, Recreation, and Community Services Director Job Description

**Originator:** Schmidt

**Action:** Unanimous motion to approve the revised job description of Parks, Recreation, and Community Services Director.

AGENDA BILL NO. 2015-051

BUSINESS OF THE CITY COUNCIL  
CHELAN, WASHINGTON

SUBJECT: Parks, Recreation, & Community  
Services Director Job  
Description

EXHIBITS  
1. Proposed Job Description

FOR AGENDA OF: November 12, 2015

ORIGINATOR: Paul Schmidt  
City Administrator

APPROVED:  
City Administrator



Reviewed by Attorney: No

EXPENDITURE REQUIRED:	AMOUNT BUDGETED:	APPROPRIATION REQUIRED:	FINANCE DIRECTOR:
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**AUTHORITY: RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities. "...The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title..."**

\*\*\*\*\* SUMMARY STATEMENT/ISSUES \*\*\*\*\*

I have added some tasks and responsibilities to the original Parks and Recreation Director job description, which is now titled Parks, Recreation and Community Services Director. In doing so, I propose to place the position as lateral to our other Department Heads positons at the salary scale of 32.

The Community Services component includes management of Library Services (advisor to the Library Advisory Board), Senior Meal Services (contract management), Parking Enforcement (downtown enforcement as well as parking lots) and supervision of the Animal Control Agreement with the Humane Society.

I hope to begin recruitment to fill the position as soon as possible, with an offer of employment to be sometime in late January or February.

\*\*\*\*\*

Public Hearing                       Legislative Matter                       Other: \_\_\_\_\_

Suggested Motion:

**I move to approve the revised job description of Parks, Recreation and Community Services Director.**

CITY OF CHELAN JOB DESCRIPTION

**TITLE: PARKS, RECREATION AND COMMUNITY SERVICES DIRECTOR**  
(Department Head Status)

DEPARTMENT: Parks and Recreation

REPORTS TO: City Administrator

SUPERVISES: Recreation & Facilities Supervisor, Parks Maintenance Foreman, Golf Superintendent, Golf Professional and other full time and part time staff.

ADOPTED/REVISED DATE: 10/27/2015

SALARY GRADE: 32

**POSITION PURPOSE/SUMMARY**

This position is responsible for the planning, management and evaluation of all of the City parks and recreation programs and facilities including the golf course, marina, beaches, RV Park, downtown landscaping, contracted services/concession operations, public library services, animal control services and parking enforcement services. This includes the provision of executive level leadership and the requirement to successfully manage the department's strategic goals and business operations.

**EXAMPLES OF DUTIES AND RESPONSIBILITIES**

- X Manages and directs the day to day operations for all city parks, areas, facilities, programs and services
- X Personnel management/administration, including recruitment, hiring, evaluating, training, supervision, organization development, etc.
- X Prepares, monitors and evaluates the department's business plan to ensure revenue and expense goals.
- X Establishes and maintains performance measures for the department to ensure efficient and cost effective operations.
- X Develops, maintains and monitors the department's annual budget.
- X Establishes and implements work plan objectives in conformance with the City's strategic plan
- X Coordinates development of the Parks & Recreation Comprehensive Plan in conjunction with City Council, the Recreation Board, city staff and consultants.
- X Coordinates the activities of the Recreation Board.
- X Coordinate the activities of the Library Advisory Board.
- X Grant writing and administration.
- X Coordinates safety and risk management programs for department.
- X Manages public/media relations and marketing and promotional programs for department.
- X Coordinates acquisition and development for all park & recreation related projects.
- X Responsible for the administration of all applicable laws, rules, regulations and policies for the department.
- X Serves as a member of the City's Management Team assisting with a broad range of municipal service issues.
- X Performs other related duties as directed.

10-27-2015

Parks, Recreation and  
Community Services Director

**WORKING CONDITIONS**

Work is performed in an office and outside environment with some exposure to chemicals, lifting, machinery and equipment.

**KNOWLEDGE, ABILITIES, SKILLS FOR SUCCESS**

- X Comprehensive knowledge of park, recreation, golf activities and library services together with extensive knowledge of programs, equipment, planning, budgeting and personnel administration.
- X Ability to communicate effectively both orally and in writing.
- X Knowledge of and skill to accomplish best business management practices, including revenue enhancement programs, business plan development, activity based costing and pricing of services and market opportunities assessment.
- X Ability to establish and maintain successful working relationships with coworkers, elected government officials, community members, customers and program/project partners.

**QUALIFICATIONS REQUIRED**

Bachelor's degree or graduate degree in Business Administration, Parks or Recreation Management, or related field with significant work experience necessary to perform this job.

Valid Washington State Drivers License with driving record free of serious or frequent violation.

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The statements contained herein reflect general details, as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as needed, including work in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the workload.

# Parks & Recreation Director

## Job Description



### **Purpose of the Position:**

Under the supervision of the City Administrator, the Parks & Recreation Director for the City of Chelan provides strategic leadership, vision, and operational oversight for the City's parks, waterfront amenities, recreation facilities, and leisure assets, ensuring high-quality public spaces that serve both a year-round community of residents and a peak seasonal population during the summer tourism season. This role is responsible for long-range planning, capital investment, asset stewardship, and interdepartmental coordination to support resident quality of life, visitor experience, and environmental sustainability.

As a department director at the City of Chelan, this position plays a critical role in reinforcing and strengthening our CLEAR values by modeling them in daily actions, decision-making, and communication. The incumbent is expected to actively cultivate a workplace culture grounded in Collaboration, Listening, Excellence, Accountability, and Respect—setting clear expectations, fostering trust, and ensuring these values are reflected in team performance, service delivery, and interactions with colleagues and the community.

### **Essential Duties & Responsibilities:**

#### **Parks and Facilities Leadership**

- Provide overall leadership and direction for the City's signature parks, lake access areas, trails, and recreation-related facilities.
- Establish service levels, operational standards, and performance measures that account for extreme seasonal population swings and heavy visitor use.
- Ensure parks and facilities are safe, welcoming, accessible, and well-maintained year-round, with particular focus on peak-season readiness and asset longevity.
- Coordinate with community partners for recreation programming delivery, with the City's role focused on facilities, access, and infrastructure rather than direct program administration.

#### **Capital Planning, Asset Stewardship, and Long-Range Strategy**

- Serve as the City's lead for parks and recreation capital planning, with primary responsibility for developing, maintaining, and implementing the City of Chelan Parks & Recreation Department's six-year Capital Improvement Plan (CIP).
- Align parks capital priorities with the City's Strategic Plan, Comprehensive Plan, Waterfront Master Planning efforts, and long-range financial forecasts.
- Evaluate existing assets and future needs to guide reinvestment, expansion, and lifecycle replacement of parks, waterfront amenities, trails, sports facilities, and leisure assets.
- Lead planning, design, and delivery of parks-related capital projects, coordinating closely with Public Works, Community Development, Finance, consultants, and regulatory agencies.
- Ensure capital projects are delivered in a fiscally responsible, transparent, and accountable manner, balancing community expectations with long-term sustainability.

#### **Financial Management, Capital Funding, and Budgeting**

- Develop and manage the Parks & Recreation Department operating and capital budgets in collaboration with the Mayor, City Administrator, and Finance Director, ensuring alignment with adopted service levels and capital priorities.
- Establish and maintain sustainable funding models for parks assets, including lifecycle cost planning, reserves, grants, partnerships, sponsorships, and user-based revenues where appropriate.
- Monitor revenues and expenditures, adjusting priorities and delivery models in response to seasonal demand, asset condition, and fiscal constraints.

- Identify, pursue, and administer grant funding and external resources to support capital investment and major maintenance initiatives.

### **Operations in a Tourism Driven Environment**

- Plan and manage staffing, maintenance, and service delivery models that respond to Chelan’s significant seasonal population fluctuations.
- Balance resident quality of life with visitor use, addressing impacts such as crowding, wear on facilities, parking, and noise.
- Coordinate with City departments, law enforcement, and external partners to support peak season operations and special events.
- Develop policies and practices that protect public spaces while supporting Chelan’s tourism-based economy.

### **Regulatory Compliance, Policy Development, and Governance Support**

- Ensure compliance with federal, state, and local regulations related to parks, environmental protection, public safety, and public facility operations.
- Oversee risk management practices, including safety programs, inspections, and incident response.
- Develop, implement, and maintain department policies, procedures, standards, and ordinances consistent with best practices and Washington State requirements.
- Prepare staff reports, presentations, and policy recommendations for the Mayor, City Administrator, City Council, and advisory boards.
- Support advisory boards as assigned, ensuring alignment with City goals and adopted policies.

### **Organizational Leadership and Workforce Development**

- Provide executive-level leadership for the Parks & Recreation Department, fostering a culture that reflects the City’s CLEAR values.
- Lead, supervise, mentor, and evaluate full-time, part-time, and seasonal staff, emphasizing safety, professionalism, and service excellence.
- Collaborate with Human Resources to recruit, retain, and develop a skilled and adaptable workforce.

### **Stakeholder Engagement and Community Partnerships**

- Serve as a key advisor to the Mayor, City Administrator, and City Council on parks, recreation, and community use of public spaces.
- Build and maintain strong relationships with community groups, user organizations, nonprofit partners, school districts, and regional agencies.
- Engage residents and stakeholders in planning processes, policy development, and major projects.
- Represent the City at public meetings, community events, and interagency forums with transparency, professionalism, and integrity.
- Ensure departmental compliance with public records laws, records retention requirements, and coordination with the Office of the City Clerk for timely and accurate records production.

### **Position Authority and Decision-Making**

- Exercise independent judgment and decision-making authority within established City policies, ordinances, and adopted budgets.
- Make recommendations to the Mayor, City Administrator, and City Council on parks-related policies, capital investments, funding strategies, service levels, and long-term asset priorities.
- Authorize operational and capital expenditures within approved budget authority and in accordance with City procurement policies.
- Negotiate and manage contracts, interlocal agreements, permits, leases, and partnerships related to parks facilities and capital projects, subject to City approval requirements.

- Direct department operations, staffing models, and service delivery approaches to meet adopted performance standards and community expectations.
- Serve as the primary point of accountability for parks-related capital project outcomes, asset condition, and fiscal performance.
- Represent the City in negotiations, regulatory coordination, and partnerships related to parks and waterfront assets, consistent with delegated authority.

**Other Duties**

- Perform other related duties as assigned to support City operations and community needs.

**Working Conditions & Schedule**

Work is performed in a combination of professional office and outdoor environments. Duties include prolonged sitting and computer use, as well as regular standing, walking, and site visits to parks, facilities, and project locations. The position requires effective communication in person, by telephone, and electronically; operation of standard office equipment; and sufficient manual dexterity and visual acuity to perform essential job functions.

Field work may involve exposure to varying weather conditions, uneven terrain, construction sites, and park maintenance operations. The position may require bending, reaching, climbing, and lifting or moving materials weighing up to 25 pounds.

Regular work hours are generally Monday through Friday during standard business hours; however, evening, weekend, holiday, or extended hours may be required to attend meetings, support community events, or respond to urgent or emergency situations. Travel to various City facilities and off-site locations is required.

The City of Chelan provides reasonable accommodations in accordance with applicable federal and state law to enable qualified individuals with disabilities to perform the essential functions of the position.

**Knowledge, Abilities & Skills:**

- Capital project management skills working with vendors on design, planning and construction of parks or related projects providing equally relevant experience.
- Advanced MS Office skills and some project management software.
- Willingness to share ideas, opinions, and information that is challenging, contradictory, or different.
- Ability to foster collaboration in pursuit of shared goals.
- Ability to manage a variety of tasks, responsibilities, and projects while being organized and detail oriented; Excellent written, oral and visual communication skills.
- Resourcefulness and creative problem-solving skills.

**Qualifications:**

- Bachelor's degree with major course work in parks and recreation administration, public administration, business administration, planning, landscape architecture, or related. A master's degree is preferred.
- Four years of progressively responsible experience in local governmental parks agency is required, or a related field and extensive experience in the administration of a broad multi-faceted parks, recreation and/or cultural resources program or other local government program
- A valid driver's license with a driving record that meets an acceptable standard for safety at the point of hire and throughout employment in this position
- Certified Parks & Recreation Professional (CPRP) preferred

*The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required and the scope of responsibility but should not be considered an*

*all-inclusive listing of work requirements. Individuals may perform other duties as needed, including work in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the workload*

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**Job Details:**

Department: Parks & Recreation	Reports to: City Administrator
Supervises: Maintenance Foreman, Golf Professional, Golf Superintendent, Recreation Supervisor	
Status: Permanent, Full-Time	Type: Non-Represented, FLSA Exempt, Salaried



# City of Chelan

2026-001H

CITY COUNCIL

March 24, 2026

Subject/Title: Public Works Director Job Description (HR/Communications Director Coltman)

Department: HR/Communications

Staff Contact: Chad Coltman

Guiding Principles: Visionary & Strategic

Initiatives: Modernize Resource

Reviewed By: City Administrator and Finance Director

Number of Looks: Look No. 1 of 2

## GOVERNING LEGISLATION

RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities. "...The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title..."

## PREVIOUS ACTION TAKEN

City Council approved the current Public Works Director job description on September 11, 1997.

## OVERVIEW

The City of Chelan is updating the job description for the Public Works Director to reflect the essential role the department plays in maintaining the City's foundational infrastructure. This update modernizes the position to align with current leadership standards and specifically supports a concurrent update to the Title 2 officer's description.

The Public Works Director provides strategic leadership and oversight of the City's essential infrastructure and utility services. The updated job description clarifies several critical areas of responsibility to meet the City's long-term sustainability goals:

- **Comprehensive Infrastructure Management:** The Director is responsible for the

strategic oversight of streets, water, sewer, sanitation, fleet, and recycling operations.

- **Capital Improvement Planning:** A primary focus is placed on long-range infrastructure planning and the development of the department's Capital Improvement Program (CIP) to support community growth.
- **Regulatory & Safety Compliance:** The role ensures all public facilities and utility services remain in strict compliance with federal, state, and local regulations.
- **Asset Stewardship:** The position is tasked with the lifecycle management and maintenance of public systems to ensure safe and reliable delivery of services to residents and visitors.
- **CLEAR Values Integration:** As a department head, the Director is responsible for cultivating a workplace culture grounded in Collaboration, **Listening**, Excellence, Accountability, and Respect (CLEAR).

The requirements have been modernized to include a minimum of five years of progressively responsible experience in municipal public works or utilities management, with a preference for a Professional Engineer (PE) license or Certified Public Works Professional (CPWP) designation.

## FINANCIAL IMPLICATIONS

## ATTACHMENTS

1. Public Works Director Job Description 1997 OLD
2. Public Works Director Job Description 2026 Update

## SUGGESTED MOTION

None.

**NOTICE OF ACTION  
CHELAN CITY COUNCIL**

**MEETING:** 9/11/97

**LEAD:** City Administrator Osterman

**SUBJECT:** Interim Public Works Director/City Engineer

**AB#:** 97-101


**ACTION:** Molengraft moved to confirm Randy Sackett's appointment as Interim Public Works Director/City Engineer and to authorize Administrator Osterman to sign an agreement with Sackett. Seconded by Harper, motion passed unanimously.

**DATE SENT:** 9/12/97

**Distribution:** Mayor, City Council, City Administrator & Attorney, Department Heads, other interested parties, file

AGENDA BILL NO. 97-101

BUSINESS OF THE CITY COUNCIL  
CHELAN, WASHINGTON

SUBJECT: Interim Public Works Director/ : DATES AND EXHIBITS  
 City Engineer Agreement - :  
 Randy Sackett : 9/11  
 : 1. CMC 2.08.010 & 2.08.040  
 FOR AGENDA OF : 2. Letter of Agreement  
 Regular Mtg.: September 11, 1997 : 3. Resume of Randy Sackett  
 Regular Mtg.: :  
 :  
 :  
 ORIGINATOR: City Administrator Osterman :  
 :  
 DATE SUBMITTED: September 4, 1997 :  
 Revised: :  
 Revised: :  
 :  
 APPROVED :  
 City Administrator:  :

EXPENDITURE	AMOUNT	APPROPRIATION
REQUIRED: \$60/hr.	BUDGETED: N/A	REQUIRED: -0-
Budget Line #:		

\*\*\*\*\* SUMMARY STATEMENT/ISSUES \*\*\*\*\*

9/11  
 Adequate funding exists in the 1997 budget from Director of Public Works and City Engineer salary classifications. With all the current Public Works projects in process, we need to have an Interim Director appointed while we go through the recruiting process for a new Director/Engineer. Randy Sackett is recommended to serve in this interim position. With the critical need to have this position filled, administratively, with Mayor Sloan's permission and in good faith with Mr. Sackett, we started him on September 8<sup>th</sup>. This is a City Council confirmation position and City Council will participate in the interviews for finalist candidates. Mr. Sackett may or may not be a candidate for this position. He will be present at the 9/11 meeting to answer any questions that Mayor/Council may have.

- Council Consensus
- Council Discussion
- Council Request
- Information
- Option
- Staff Recommendation

9/11 City Council motion to confirm Randy Sackett as Interim Public Works Director/City Engineer and to authorize Jerry Osterman to sign the agreement.

**2.08.160 Administrative assistant to the mayor.**

**2.08.170 Compensation.**

**2.08.010 Offices established.** The following appointive officers and positions are established in the city:

- A. City administrator;
- B. City clerk;
- C. Finance director;
- D. Assistant finance director;
- E. Parks and recreation director;
- F. Planning and community development director;

→ G. Public works director;

H. Chief of police;

I. Municipal court judge; and

J. Administrative assistant to the mayor.  
(Ord. 1025 § 4 (part), 1995).

**2.08.020 Mayor – Appointment authority.** The mayor shall have the power of appointment and removal for just cause of all of the officers identified in Section 2.08.010 with the exception of the municipal court judge, subject to any applicable law, rule, or regulation relating to the appointment and/or removal of such officers. (Ord. 1025 § 4 (part), 1995).

**2.08.030 Basis of appointments and term.** All appointments shall be made on the basis of ability and training or experience of the appointees in the duties they are to perform, from among persons having proper qualifications. Appointive offices shall be without definite term unless a term is established for such office by state law or city ordinance. (Ord. 1025 § 4 (part), 1995).

→ **2.08.040 Confirmation of appointments.** All appointments to the positions set out in Section 2.08.010 of the Chelan Municipal Code shall be subject to confirmation by the city council in accordance with RCW 35A.12.090 as presently enacted or hereafter amended. (Ord. 1025 § 4 (part), 1995).

**2.08.050 Just cause defined.** Just cause is a cause or reason, regulated by good faith on the part of the city, which is based on facts that are supported by substantial evidence, which the

city reasonably believes to be true, and which is not for any arbitrary, capricious, or illegal reason.

The following are nonexclusive examples constituting just cause which can support disciplinary action, including possible termination:

A. Conviction of a felony or other criminal misbehavior, abuse of public office, or other gross misconduct including, but not limited to, fraud, deceit, theft of funds or property, assault, or sexual, racial, or other work place harassment; or

B. Incompetency, inefficiency, inattention to, or dereliction of an appointed officer's duties; or

C. Dishonesty, insubordination, willful discourteous treatment of members of the public or a fellow employee, or other willful acts, omissions or failure on the part of an appointed official to properly perform his/her official duties; or

D. Continued or repeated willful violations of city policies, rules, laws, regulations, regulatory orders or directives, other than minor violations or violations of minor consequences to the city; or

E. A layoff, reduction in force or other action, including a budget decision made by the city council, which results in the elimination of the position held by an appointed officer.

This list is illustrative only and is not all inclusive. The city may discipline or terminate appointed officers for other reasons or causes which may not be stated above. (Ord. 1025 § 4 (part), 1995).

**2.08.060 City administrator.** The city administrator shall be responsible for the line management of city government, including accountability of performance under the direction and authority of the mayor. The city administrator shall have the following specific duties, powers and responsibilities, in addition to others subject to the direction, supervision and authority of the mayor, and shall have the following specific powers and duties:

A. Supervise, administer and coordinate the activities and functions of the various city officers and departments in carrying out the requirements of city ordinances and the policies

**RANDY W. SACKETT, P.E.**  
**CONSULTING ENGINEER**

September 4, 1997

Jerald L. Osterman, Administrator  
City of Chelan  
P.O. Box 1669  
Chelan, WA 98816

RE: City of Chelan  
Interim Public Works Director/City Engineer  
Proposal for Services

Dear Jerry,

Based upon recent conversations with you and the City of Chelan Public Works Department staff regarding the City's need for interim assistance with the above positions, I am pleased to submit the following proposal for services.

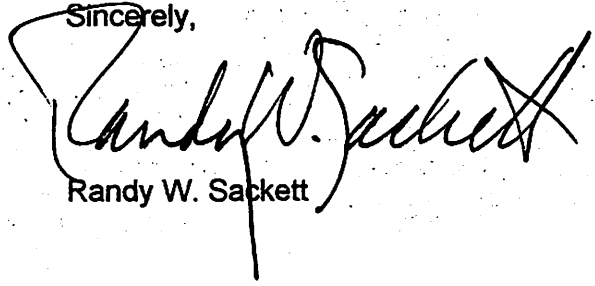
It is my understanding that the City desires to recruit an individual to permanently fill the voids in the Public Works Director and City Engineer positions. In order to allow the City adequate time to complete this process, the proposed services are intended to meet the City's staffing needs on an interim basis. The scope of work at this time includes the Examples of Duties and Responsibilities described in the attached Exhibit A, City of Chelan Job Description, Adopted/Revised 8/28/97. It is further understood that the scope of work includes working closely with the City's Public Works Operations Supervisor to further define these duties and responsibilities as the Supervisor's own duties and responsibilities are currently being expanded in his transition to Assistant Public Works Director in order to accommodate the proposed consolidation of the Public Works Director/City Engineer positions.

Services will be provided by Randy W. Sackett and will be charged at the rate of \$60.00 per hour, excluding travel time between this office and the City of Chelan. Invoices will be presented in time for payment by the City at its regular City Council meetings on the second and fourth Thursdays of each month. The weekly work schedule for these services includes being personally present and available at the City's public works facilities and throughout its jurisdiction on Monday, Wednesday and Friday from 8:00 a.m. to 5:00 p.m, and being available by phone at this office on Tuesdays and Thursdays. However, it is understood that, in general, a shorter work day (9:00 a.m. to 4:00 p.m.) will be required on Wednesdays and that additional scheduling flexibility may be required from time to time by either party. It is anticipated that the term of this agreement may extend to approximately December 1, 1997. Termination may occur, however, with two weeks' notice by either party.



I believe this covers the various points of the agreement for services which we have discussed. If this proposal meets with your approval, please authorize the work by signing below. Should you have any questions, please feel free to call me. I look forward to working with you.

Sincerely,



Randy W. Sackett

Authorization to Begin:

Jerald L. Osterman  
Date: \_\_\_\_\_

CITY OF CHELAN JOB DESCRIPTION

**TITLE:** PUBLIC WORKS DIRECTOR/CITY ENGINEER

**DEPARTMENT:** PUBLIC WORKS

**REPORTS TO:** CITY ADMINISTRATOR

**SUPERVISES:** PUBLIC WORKS OPERATIONS SUPERVISOR, ADMINISTRATIVE ASSISTANT, RECORDS CLERK

**ADOPTED/REVISED DATE:** 8/28/97      **SALARY GRADE:** 29

**POSITION PURPOSE/SUMMARY**

This position has the primary responsibility for budget, personnel and operations of the Public Works Department which includes streets, water, sewer, sanitation and recycling activities. This person also serves as City Engineer.

**EXAMPLES OF DUTIES AND RESPONSIBILITIES**

- Promotes positive public relations.
- Prepares and administers annual budgets for all activities.
- Responds to all inquiries and requests for service either personally or by delegation and assignment.
- Directs and coordinates all activities for efficient, productive and courteous service.
- Develops policies, procedures, standards and issues training and certifications.
- Coordinates and supervises capital projects and maintenance services.
- Coordinates inter and intra-governmental activities and issues.
- Performs engineering design and review of engineering on development plans.
- May perform survey or review survey and inspection of all development projects within the city
- Develops and manages funding packages for various capital projects.
- Participates in the selection of consultants.
- Coordinates and attends pre-design and preconstruction meetings.
- Performs reviews of projects including water, sewer, street, storm drainage, traffic signalization and channelization.
- Reviews and approves engineering, surveying and street/utility construction on short plats, boundary line adjustments and subdivisions and building site plan reviews.
- Performs other related duties as needed.

**WORKING CONDITIONS**

Work is performed in an inside and outside environment. Employees may be subject to hazards of equipment, construction and inspection operations. Some lifting may be required.

## **KNOWLEDGE, ABILITIES, SKILLS FOR SUCCESS**

- Working knowledge of all facets and equipment and public works operations.
- Knowledge of hydrology, engineering, construction, practices and materials.
- Knowledge and ability to accurately prepare and manage budgets.
- Knowledge and ability to prepare and interpret complicated reports and standards.
- Knowledge of civil engineering principles and practices applicable to public works projects, including roadways, traffic signalization, transportation issues, hydraulics and structures, water and wastewater systems and applicable surveying techniques.
- Knowledge of local, state, federal statutes, rules, regulations, contract laws, grant funding, local improvement districts.
- Ability to correctly analyze engineering plans, reports and drawings.
- Ability to communicate effectively both orally and in writing.
- Ability to establish and maintain effective working relationships with co-workers, other agencies and the public.

## **QUALIFICATIONS REQUIRED**

Graduation from an accredited college or university with a Bachelor Degree in Civil Engineering, construction management or related field or possess a combination of education and work experience necessary to successfully perform this job.

Registered Professional Engineer License in Washington State.

Valid Washington State Drivers License with driving record free from serious or frequent violation.

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The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as needed, including work in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the work load.

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**CITY OF CHELAN  
MEMORANDUM**

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**TO:** Mayor Sloan  
Bill Greenway  
Dwane VanEpps  
Julie Merchant  
Virginia Wyssen

**FROM:** Jerry Osterman

**RE:** Interim Public Works Director/City Engineer

**DATE:** August 27, 1997

Enclosed is a resume of Randy Sackett, who is proposed to be appointed as our Interim Public Works Director/City Engineer while we go through the recruiting process. Mr. Sackett is a consulting professional engineer out of Winthrop and does not have any current projects in Chelan. We hope to complete the recruiting process for appointment by December 1, 1997. A meeting has been scheduled for 4:00 p.m. on Thursday, August 28<sup>th</sup> at the City Shop to meet with Mr. Sackett.

JO/lal



attachment

c: City Councilmembers  
Department Heads  
Randy Sackett

**RANDY W. SACKETT, P.E.**  
**CONSULTING ENGINEER**

281 Riverside Avenue, Suite 2  
P.O. Box 383  
Winthrop, WA 98862  
Phone/FAX (509)996-3660

## **RANDY W. SACKETT, P.E.**

### **EDUCATION**

University of Colorado; Boulder, CO; B.S. in Mechanical Engineering  
Universitaet Stuttgart, Stuttgart, Germany

### **REGISTRATION**

Professional Engineer - State of Washington, Civil Engineering

### **EXPERIENCE**

Mr. Sackett has lived in the Winthrop area since 1986, at which time he was employed as an associate engineer and planner with James D. King & Associates. He assisted with the development of the Town of Winthrop's General Sewer Plan in 1988. This plan involved identifying areas of future growth, locating possible sewer collection facilities from available maps and field checks, mapping of existing and future facilities, computer modeling of these systems, and analysis of the wastewater treatment facilities. The plan was approved by the Washington State Department of Ecology and the project required continuous correspondence with Ecology.

Later, Mr. Sackett was employed by Gray & Osborne of Yakima as resident engineer for the Sun Mountain Resort expansion project, which included improvements to the Town of Winthrop's wastewater treatment facilities. He was responsible for many of the preliminary investigations to determine sources of water, reservoir siting, wastewater disposal methods, and locations for the resort expansion. He also assisted with the predesign reports, cost estimates, permitting, design, construction staking, and inspection of the new facilities.

Since January 1992, Mr. Sackett has provided technical consulting services to municipalities and private organizations throughout the Methow Valley. He has been responsible for the planning, design, and inspection of small water, sewer, and storm drain systems as well as the administration of several public works improvement projects. He has recently assisted the Town of Winthrop in the completion of its updated Comprehensive Water System Plan and is currently serving as project manager on the Town's Water System Improvements design project. These and other recent projects are described below.

### **TOWN OF WINTHROP COMPREHENSIVE WATER SYSTEM PLAN**

In 1994 the Town identified fire flow limitations and thus water system improvements as its number one economic development priority. As the first part of a multi-step strategy, an economic development team initiated the process for completing a new comprehensive water system plan. Mr. Sackett served as project manager for the development of this plan which required coordination with and approval by the Washington State Department of Health. The planning process included projections for growth and demand on the system, hydraulic modeling, operation and maintenance recommendations, a conservation program, and a summary of recommended improvements. As a result of its planning efforts, the Town received a grant for the engineering design of several of the water system improvements identified in the plan.

## **TOWN OF WINTHROP WATER SYSTEM IMPROVEMENTS**

In a continuing effort to upgrade its water system, the Town secured funding through the U.S. Forest Service's Rural Community Assistance Program for the design and permitting of the most critical system improvements identified in its Comprehensive Water System Plan. This recently initiated project includes the addition of a 250,000 gallon reservoir on the east side of the Methow River and a new crossing of the river to provide additional hydraulic capacity and redundancy to that critical element of the water system. As project manager, Mr. Sackett is responsible for the preliminary site work and identification of the existing system requirements, as well as the design coordination for the new crossing of the Methow River.

## **ARROWLEAF PLANNED DESTINATION RESORT**

The site for this current project near Mazama had been previously proposed as a large-scale destination resort to be served by an alpine ski area on adjacent forest service lands.

Following its acquisition of the land and subsequent involvement of the local community, the R.D. Merrill Co. abandoned these development plans in favor of a low-density, environmentally sensitive, and self-contained resort community. The project received preliminary approval from Okanogan County in August 1996. Since that time, Mr. Sackett has been responsible for the design and permitting of the new entry road which will provide access to the resort from State Route 20, as well as the design and permitting of a floodway system adjacent to this road. In addition, Mr. Sackett's office has prepared the technical reports and plans required for final approval of the first phase of development. The tasks associated with this work include drainage and utilities plans which have required close coordination with the on-going road design project.

## **WILSON RANCH PLANNED DEVELOPMENT**

Prior to pursuing its plans for the Arrowleaf Planned Destination Resort, the R. D. Merrill Co. set aside a 74-acre parcel of land for permitting and development as a model for Arrowleaf.

Merrill contracted with Mr. Sackett for completion of a preliminary feasibility analysis for on-site utilities for a proposed recreational development known as Wilson Ranch. Completed work has since included the preparation of supporting technical and predesign reports for the project's expanded environmental checklist and permitting, as well as final design of the on-site utility systems. Mr. Sackett coordinated the design and construction of nearly one mile of paved roads which required approval by the Okanogan County Department of Public Works. In addition, the resort's access to State Route 20 required review and approval by Washington State Department of Transportation. The resort's lodge, the Freestone Inn, opened its doors to the public in July 1996.

### **TOWN OF WINTHROP WATER SERVICE METERING**

The Town of Winthrop was forced to place a moratorium on all new building permits because of shortages in water storage for fire protection during peak periods of use. Since metering of water services has been shown to be an effective means of conservation, the Town was able to secure grants from the Washington State Departments of Ecology and Health that would allow for the installation of meters, thereby reducing its overall water use. As project engineer, Mr. Sackett provided assistance in negotiations with Ecology for the grant money, prepared the plans and specifications for both the meter equipment and the installation, and administered all aspects of the construction contracts. In addition, he prepared the Water Conservation Plan, which the Town was required to have approved by Ecology in order to receive the grant money.

### **TOWN OF TWISP AIRPORT IMPROVEMENTS**

This municipal project consisted of redesigning and paving the 2,800-foot runway and taxiway and ramp areas. As resident inspector, Mr. Sackett was responsible for assuring that all construction staking, including horizontal and vertical alignment and cross slope staking, was completed in accordance with the plans and specifications. Additional responsibilities included inspection during construction and the administration of the contract and all force account work.

### **METHOW VALLEY COMMUNITY TRAIL SYSTEM**

The Methow Valley Community Trail was recently surveyed as part of an agreement between Okanogan County and the Methow Institute Foundation. Mr. Sackett assisted in mapping this survey, using computer-aided design and drafting to digitize the field notes and assure closure of the survey. These maps are used along with the legal description to record the survey and secure rights of way for the trail.

In addition to his work experience, Mr. Sackett is a committee member of the Methow Valley Water Pilot Planning Project.

# Public Works Director

## Job Description



### **Purpose of the Position:**

Under the supervision of the City Administrator, the Public Works Director provides strategic leadership, management, and oversight of the City's Public Works Department, including streets, water, sewer, sanitation, fleet, and recycling operations. The position is responsible for departmental budgeting, financial stewardship, capital planning, regulatory compliance, personnel management, and day-to-day operational performance.

The Director ensures the safe, reliable, and efficient delivery of essential public infrastructure and utility services while maintaining compliance with federal, state, and local regulations. This role oversees long-range infrastructure planning, capital improvement program development, asset management, and maintenance of public facilities and systems to support community growth and sustainability.

As a department director at the City of Chelan, this position plays a critical role in reinforcing and strengthening our CLEAR values by modeling them in daily actions, decision-making, and communication. The incumbent is expected to actively cultivate a workplace culture grounded in Collaboration, Listening, Excellence, Accountability, and Respect—setting clear expectations, fostering trust, and ensuring these values are reflected in team performance, service delivery, and interactions with colleagues and the community.

### **Essential Duties & Responsibilities:**

#### **Department Leadership and Administration**

- Provide overall leadership, direction, and management of the Public Works Department, including streets, water, sewer, sanitation, equipment rental, stormwater, and recycling operations.
- Establish service levels, operational standards, and performance measures to ensure safe, efficient, and reliable infrastructure and utility services.
- Develop and implement department policies, procedures, safety programs, and operational standards consistent with City policies and Washington State requirements.
- Promote a culture of accountability, safety, collaboration, and high-quality customer service consistent with the City's CLEAR values.
- Supervise, mentor, and evaluate department staff; oversee workforce planning, recruitment, training, certification, and succession planning.

#### **Budgeting, Financial Management, and Capital Planning**

- Prepare, administer, and monitor annual operating and capital budgets for all Public Works divisions and enterprise funds.
- Develop long-range financial plans, utility rate strategies, and capital funding recommendations to ensure fiscal sustainability.
- Lead development and implementation of the City's six-year Capital Improvement Plan (CIP) for public infrastructure and utilities.
- Identify, pursue, and administer grant funding, loans, and other external funding sources.
- Ensure responsible stewardship of public funds, assets, and equipment.

#### **Infrastructure Operations and Maintenance**

- Direct and coordinate the operation, maintenance, repair, and replacement of streets, water distribution systems, wastewater collection systems, sanitation services, stormwater facilities, and related public infrastructure.
- Oversee equipment rental operations, fleet management, and maintenance of City-owned vehicles and heavy equipment.
- Ensure compliance with federal, state, and local regulations including Department of Ecology, Department of Health, and environmental permitting requirements.

- Coordinate emergency response activities related to infrastructure failures, severe weather events, and public safety incidents.

### **Intergovernmental and Community Relations**

- Serve as a key advisor to the Mayor, City Administrator, and City Council on public works operations, infrastructure needs, utility rates, and capital investment priorities.
- Prepare staff reports, presentations, and policy recommendations for City Council and advisory boards as assigned.
- Coordinate and collaborate with federal, state, county, and regional agencies on infrastructure planning, regulatory compliance, and funding opportunities.
- Respond to public inquiries, service requests, and community concerns either directly or through delegation, ensuring professional and timely resolution.
- Represent the City in public meetings, regional committees, and intergovernmental forums.

### **Regulatory Compliance and Risk Management**

- Ensure departmental compliance with public records laws, records retention requirements, and coordination with the Office of the City Clerk for timely and accurate records production.
- Oversee risk management, safety programs, and regulatory reporting for all Public Works operations.
- Maintain emergency preparedness, disaster response coordination, and continuity planning for critical infrastructure systems.

### **Other Duties**

- Perform other related duties as assigned to support City operations and community needs.

### **Working Conditions & Schedule**

Work is performed in a combination of professional office and field environments. Duties include prolonged sitting and computer use, as well as standing, walking, and site visits to development and construction locations. The position requires effective communication in person, by telephone, and electronically; operation of standard office equipment; and sufficient manual dexterity and visual acuity to perform essential job functions.

Field work may involve exposure to active construction sites, uneven terrain, noise, dust, and varying weather conditions. The position may require walking over rough surfaces, climbing stairs, bending, reaching, and occasionally lifting or moving materials weighing up to 25 pounds. Appropriate personal protective equipment may be required during site visits.

Regular work hours are generally Monday through Friday during standard business hours; however, evening or weekend hours may be required to attend public meetings, hearings, or respond to urgent matters. Travel to various City facilities, project sites, and off-site locations is required.

The City of Chelan provides reasonable accommodations in accordance with applicable federal and state law to enable qualified individuals with disabilities to perform the essential functions of the position.

### **Knowledge, Abilities & Skills:**

- Extensive knowledge of public works administration, municipal infrastructure systems, and utility operations including streets, water distribution, wastewater collection, stormwater, sanitation, and fleet management.
- Thorough understanding of Washington State laws and regulatory requirements applicable to public works and utilities, including Department of Ecology (DOE), Department of Health (DOH), OSHA/WISHA, and environmental compliance standards.
- Knowledge of capital improvement planning, infrastructure asset management, utility rate structures, and long-range financial forecasting.

- Familiarity with public contracting requirements, bidding laws, interlocal agreements, and grant administration in Washington State.
- Strong leadership and personnel management skills with demonstrated ability to supervise, mentor, and develop professional and field staff.
- Ability to prepare and administer complex operating and capital budgets, analyze financial data, and make fiscally responsible recommendations.
- Strong project management skills, including coordinating consultants, contractors, and interdepartmental teams.
- Excellent written and verbal communication skills, including the ability to present technical information clearly to City Council, staff, and the public.
- Ability to respond effectively to emergencies and make sound decisions under pressure.
- Proficiency with public works management software, GIS systems, asset management systems, and Microsoft Office applications.

**Qualifications Required:**

- Bachelor’s degree in civil engineering, public administration, construction management, environmental science, or a closely related field. A Master’s degree in public administration, engineering, or related field is preferred.
- Four years of senior public-sector management experience, such as a department director in a city, county, or similarly complex public-sector agency; or any equivalent combination of education and experience may be considered.
- Valid Washington State driver’s license with a driving record that meets the City’s standards at the time of hire and throughout employment.
- Professional Engineer (PE) license, Certified Public Works Professional (CPWP), or equivalent professional certification is preferred but not required, unless otherwise specified by the City.

*The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required and the scope of responsibility but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as needed, including work in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the workload.*

**Job Details:**

Department: Public Works	Reports to: City Administrator
Supervises: Public Works Administrative Assistant, City Engineer, Public Works Operations Manager	
Status: Permanent, Full-Time	Type: Non-Represented, FLSA Exempt, Salaried



# City of Chelan

**DRAFT**

## TENTATIVE ADVANCED AGENDA

For Planning Discussion Purposes Only - this is a work in progress; items are tentative and subject to change.

March 20, 2026

### April 7, 2026 City Council Workshop

1. Joint Operating Meeting with the Chelan Douglas Regional Port Authority - CONFIRMED
2. Lake Chelan Chamber of Commerce Quarterly Report Update (Steele) - CONFIRMED
3. Ordinance No. 2026-16XX Budget Amendment No. 2 – Capital Budget (Evans) (L1-3)
4. Public Works Project Status Quarterly Update (Youngren)
5. Logo Refresh (Coltman)
6. Short Term Rental Cap (Ajax)
7. Phoenix Protective Corp/PPC Solutions Inc. Professional Services Agreement for Security Services in City Parks (Cooper) (L2-3)

### April 14, 2026 City Council Meeting

1. Minutes
2. Consent Agenda - Collins
  - a. Vouchers
  - b. City Administrator Job Description (Coltman (L2-2))
  - c. City Clerk Job Description (Coltman (L2-2))
  - d. Community Development Director Job Description (Coltman (L2-2))
  - e. Finance Director Job Description (Coltman (L2-2))
  - f. HR/Communication Director Job Description (Coltman (L2-2))
  - g. Parks and Recreation Director Job Description (Coltman (L2-2))
  - h. Public Works Director Job Description (Coltman (L-2))
3. Special Presentations
  - a. Chelan Fire & Rescue Centennial Day April 18, 2026 (Hollingsworth)
  - b. Earth Day Proclamation – April 22, 2026 (Hollingsworth)
4. Public Hearings
  - a.
5. Motion Considerations
  - a. Phoenix Protective Corp/PPC Solutions Inc. Professional Services Agreement for Security Services in City Parks (Cooper) (L3-3)
  - b.
  - c.
6. Administrative Reports
  - a. Resolution No. 2026-14XX Council Rules of Procedure (Gallucci) (L1-3)
  - b. Ordinance No. 2026-16XX Budget Amendment No. 2 – Capital Budget (Evans) (L2-3)
  - c. Ordinance No. 2026-16XX Title 1 General Provisions (McAloon) (L1-3)
7. Informational Items
  - a. Tentative Advanced Agenda (McAloon)
  - b. Council Committee Reports (Various Councilmembers)
  - c. Lake Chelan Chamber of Commerce Financial Report (Evans)
  - d. Contract Intake Log (Gallucci)
  - e. Lake Chelan Airport Quarter 1 Financial Report (Evans)

April 21, 2026 Comprehensive Plan Preview Open House – Chelan Community Center

1.

April 28, 2026 City Council Meeting

1. Minutes
2. Consent Agenda - Collins
  - a. Ordinance No. 2026-16XX Budget Amendment No. 2 – Capital Budget (Evans) (L3-3)
3. Special Presentations
  - a. Chelan County Sheriff's Office Annual Report (McCardle)
  - b. Our Valley Our Future Presentation (McCardle)
  - c. Professional Municipal Clerks Week – May 3 – 9, 2026 (McCardle)
4. Public Hearings
  - a.
5. Motion Considerations
  - a.
6. Administrative Reports
  - a. Q1 Financial Report Presentation (Evans)
  - b. Ordinance No. 2026-16XX Title 1 General Provisions (McAloon) (L2-3)
7. Informational Items
  - a. Tentative Advanced Agenda (McAloon)
  - b. Council Committee Reports (Various Councilmembers)
  - c. Lake Chelan Chamber of Commerce Financial Report (Evans)
  - d. Contract Intake Report (Gallucci)

May 5, 2026 City Council Workshop

1. National Golf Foundation Presentation of Findings (Cooper)
2. Housing Grant Discussion (McAloon)
3. Rate Cost Recovery, City Fees and Licenses (Special Events) (McAloon)

May 12, 2026 City Council Meeting

1. Minutes
2. Consent Agenda
  - a.
3. Special Presentations
  - a. National Public Works Week – May 17 – 23, 2026
4. Public Hearings
  - a.
5. Motion Considerations
  - a. Award Housing Grants (McAloon)
  - b. Ordinance No. 2026-16XX Title 1 General Provisions (McAloon) (L3-3)
6. Administrative Reports
  - a.
7. Informational Items
  - a. Tentative Advanced Agenda (McAloon)
  - b. Council Committee Reports (Various Councilmembers)

- c. Lake Chelan Chamber of Commerce Financial Report (Evans)
- d. Contract Intake Log (Gallucci)

May 26, 2026 City Council Meeting

- 1. Minutes
- 2. Consent Agenda
  - a.
- 3. Special Presentations
  - a.
- 4. Public Hearings
  - a.
- 5. Motion Considerations
  - a.
- 6. Administrative Reports
  - a.
- 7. Informational Items
  - a. Tentative Advanced Agenda (McAloon)
  - b. Council Committee Reports (Various Councilmembers)
  - c. Lake Chelan Chamber of Commerce Financial Report (Evans)
  - d. Contract Intake Log (Gallucci)

Upcoming Topics:

- 1. Chelan Fire Protection District No. 7 Interlocal Agreement for Fire Protection (McAloon)
- 2. Public Works Project Status Update – July, October (Youngren)
- 3. Lake Chelan Airport Quarterly Reports (Evans)
  - Q2 – July, Q3 – October, Q4 – January 27
- 4. Chelan Valley Feral Cat Project (Evans)
  - July 2026
- 5. Lake Chelan Chamber of Commerce Quarterly Update (Steele / McAloon)
  - Confirmed Scheduled Date: August 4, December 1
- 6. CDRPA / City Joint Meeting (McAloon)
  - September 2026

Proclamations:

- Retirement of Outgoing Finance Director Tupling - June
- Main Street Week – June
- Parks & Recreation Professionals Day – July
- Finance & Accounting Week – September
- Arbor Day – Spring or Fall
- Breast Cancer Awareness Week - October

## Liaison Committee Report

**Name of Meeting: \***

Cascadia Conservation District Board meeting

**Date of Meeting: \***

2026-03-13

**Key Meeting Notes: \***

Meeting notes should consist of key agenda items that had significant discussion. Each item can be briefly summarized in 2 - 4 sentences.

Called to order at 1:34pm

Regular order of business per agenda

Reports:

NRCS - Scott Scroggie - April 17th is the ranking deadline for funding that they will disperse in the 3 county area of Chelan, Douglas, and Okanogan. Looking for a workshop date of Mid April, potentially April 16th from 6-8pm at the Chelan Fire Station to discuss and allocate how the Tri County \$150,000 will be allocated. Scott noted that the Counties that have people who show up to these workshops tend to get better funding and more dollars.

Current and future NRCS staffing. 2 in Chelan Co, 1 in Okanogan, and none in Douglas.

WSSC - Allisa Carlson - Reported on 2025 Wa State Legislature budget - 1.5 million in funding added in the general funds for wildfire. \$750K in cuts for sustainable farms and fields and around \$5 million for each of the states conservation districts

No internal reports from CCD staff

Grants, Contracts, and budget review for March - CCA director went through current statuses for the month. 2 grants discussed, 2 contracts, and 1 landowner agreement.

Rates and Charges Renewal - Due to the County by August 1, 2026 - A lot of talk and discussion on how to set any potential changes, for example by landowner acreage or per parcel, etc.

Elections are Saturday March 14th at Pybus Market. 1 Seat open on CCA board. 3 Candidates - Jerrid Higgins, Nora Valle, and Junell Wentz(Current CCA board member and chair)

**Upload applicable meeting documents here if available:**

Max upload is 25MB per file

CASCADIA CONSERVATION DISTRICT Agenda 3.13.26.docx

14.61KB

**Submitted By**

**Signature \***



**Signature Date \***

2026-03-13

**CASCADIA CONSERVATION DISTRICT  
REGULAR DISTRICT MEETING**

**1350 McKittrick St.  
Wenatchee, WA 98801  
Friday March 13, 2026  
1:30 p.m.**

**Please Note:** Cascadia Conservation District meetings are open to the public; however, *due to limited seating, meeting attendance may be available by Zoom video or call-in only. Instructions are at the end of the agenda. Please call the District to ask about available seats.*

**GENERAL**

Public Comment

**Consent Agenda:**

- February 13, 2026 Regular District Meeting Minutes
- February Treasurer's Report and authorize paying bills.

Correspondence – None

NRCS Report –

WSCC Report – Allisa Carlson

Staff Report – None

**Grant Applications, Contracts and Budget Review and Approval**

**Other Business:**

- ? Rates and Charges Renewal
- ? Executive Director's report
- ? Strategic Planning

**Board Member Comments & Open Discussion**

## Liaison Committee Report

**Name of Meeting: \***

Chelan Valley Housing Trust

**Date of Meeting: \***

2026-03-16

**Key Meeting Notes: \***

Meeting notes should consist of key agenda items that had significant discussion. Each item can be briefly summarized in 2 - 4 sentences.  
Scott Meyers is stepping down from the executive director position.

Board discussed hiring of a new executive director and finalized the job description/pay scale.

Rachael Goldie was voted into the interim executive director position until someone is hired.

Agenda, financials, and ED job description attached.

**Upload applicable meeting documents here if available:**

Max upload is 25MB per file

CVHT 3-16-26.pdf

4.61MB

**Submitted By**

**Signature \***

*Jon M. Higgins*

**Signature Date \***

2026-03-19

**BOARD MEETING AGENDA**



Chelan Valley Housing Trust's Mission is to develop stable and secure housing that is affordable to our Manson and Chelan area residents.

[Zoom link can be found on the website and calendar invitation](#)

**AGENDA**

1. CALL TO ORDER & ROLL CALL
2. OPENING REMARKS & GUEST INTRODUCTIONS
3. PUBLIC COMMENT PERIOD (5 Minutes)
4. CONSENT AGENDA
  - a. Approval of February 23rd 2026 Minutes
  - b. Approval of YTD Financials
5. KEY DISCUSSION & MOTION CONSIDERATIONS
  - a. Acknowledgement of Scott's Resignation
  - b. Hiring Committee Created and working on hire process
  - c. Increasing Outreach Coordinator to 20hrs/week
6. UPDATES
  - a. Donor Relations
  - b. Home Sales - Alvarez and Hopkins
  - c. Outreach Efforts Discussion
  - d. Chelan River Heights and RCAC Update
7. FINAL COMMENTS
8. ADJOURNMENT
9. EXECUTIVE SESSION

Attachments: February 23rd Minutes, YTD Financials

**Next Board Meeting is Scheduled for [April 20th @6pm](#)**





# Chelan Valley Housing Trust

## Balance Sheet (Cash Basis)

As of February 28, 2026

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1001 MM #1-Checking 4226	1,115
1002 Wheatland Operating Checking 7126	119,294
1003 Wheatland Reserves 4269	-30,115
1003.10 MM #2 Board Reserves	65,127
1003.20 Repair Reserves	12,107
<b>Total 1003 Wheatland Reserves 4269</b>	<b>47,119</b>
1005 Wheatland Savings 7401	65
1006 Special Events Checking 3547	85
1008 WA Federal Checking 3503	1,000
1009 WA Federal CD	0
1010 WA Fed Money Market 6345	20,386
1072 Bill.com Money Out Clearing	0
1080 Stripe Clearing	99
1090 Suspense	0
<b>Total Bank Accounts</b>	<b>\$189,163</b>
Accounts Receivable	
1201 Accounts Receivable	0
<b>Total Accounts Receivable</b>	<b>\$0</b>
Other Current Assets	
1330 Undeposited Funds	2,461
<b>Total Other Current Assets</b>	<b>\$2,461</b>
<b>Total Current Assets</b>	<b>\$191,624</b>
Fixed Assets	
Chelan River Heights Fixed Assets	
1405.3 Chelan River Heights Property	452,730
1411.3 CIP - Chelan River Heights	133,121
<b>Total Chelan River Heights Fixed Assets</b>	<b>585,851</b>
Emerson Harbour Fixed Assets	
1408.1 Emerson Harbour Property (Land)	513,433
1408.2 CIP - Emerson Harbour	264,168
<b>Total Emerson Harbour Fixed Assets</b>	<b>768,476</b>
Emerson Village Fixed Assets	
1405.1 Emerson Village Property (Land)	238,171
1411.1 CIP - Emerson Village	0
1910.1 Loan Fees - Emerson Village	0
1999 Accumulated Amortization	0
<b>Total Emerson Village Fixed Assets</b>	<b>238,171</b>
Iowa Fixed Assets	



# Chelan Valley Housing Trust

## Balance Sheet (Cash Basis)

As of February 28, 2026

	TOTAL
1407 Iowa Property (Land)	124,420
<b>Total Iowa Fixed Assets</b>	<b>124,420</b>
<b>Total Fixed Assets</b>	<b>\$1,716,917</b>
<b>TOTAL ASSETS</b>	<b>\$1,908,541</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	0
<b>Total Accounts Payable</b>	<b>\$0</b>
Other Current Liabilities	
2100 Payroll Liabilities	1,029
2120 Irrigation Fee Payable	0
2125 Payroll Clearing	0
2130 Prepaid Lease Fees	0
Out Of Scope Agency Payable	0
Washington State Department of Revenue Payable	0
<b>Total Other Current Liabilities</b>	<b>\$1,029</b>
<b>Total Current Liabilities</b>	<b>\$1,029</b>
Long-Term Liabilities	
2500 Loans Payable	
2502 Note Payable BLChelan LLC	0
2503 PPP Loan Payable	0
2504 NCB Loan Payable x1844 (Emerson)	0
2505 Bob May Loan (Chelan River Heights aka Anderson.Rd)	200,000
2505.1 Accrued Interest - Bob May Loan	39,217
<b>Total 2505 Bob May Loan (Chelan River Heights aka Anderson.Rd)</b>	<b>239,217</b>
2506 NCB Loan Payable (Iowa)	0
<b>Total 2500 Loans Payable</b>	<b>239,217</b>
2507 Emerson Harbour Loan	437,522
2508 Emerson Harbour LIP	26,144
<b>Total Long-Term Liabilities</b>	<b>\$702,884</b>
<b>Total Liabilities</b>	<b>\$703,912</b>
Equity	
3100 Unrestricted Net Assets	388,805
3102 Operating Reserve	59,331
3201 Emerson Net Fixed Assets	238,171
3203 Chelan River Heights (aka Anderson) Net Fixed Assets	277,776
3999 Retained Earnings	155,939
Net Income	84,606



# Chelan Valley Housing Trust

## Balance Sheet (Cash Basis)

As of February 28, 2026

	TOTAL
Total Equity	\$1,204,629
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,908,541</b>





# Chelan Valley Housing Trust

## Profit and Loss by Class

February 2026

	110 GENERAL	201 EMERSON VILLAGE	202 IOWA STREET	203 CHELAN RIVER HEIGHTS	204 EMERSON HARBOUR	NOT SPECIFIED	TOTAL
<b>Income</b>							
5000 LEASE, RENTAL & FEES INCOME							\$0
5100 Land Use Fee (EV)	100	250	100		50		\$500
5125 Repair Reserve Fee		350	100		50		\$500
5175 Additional Fees (EV)	2	-47					\$ -45
5200 Application Fees	60						\$60
<b>Total 5000 LEASE, RENTAL &amp; FEES INCOME</b>	<b>162</b>	<b>553</b>	<b>200</b>		<b>100</b>		<b>\$1,015</b>
5600 CONTRIBUTION INCOME							\$0
5601 Individual Contributions	101,245						\$101,245
5602 Corp and Business Contributions	10,100						\$10,100
<b>Total 5600 CONTRIBUTION INCOME</b>	<b>111,345</b>						<b>\$111,345</b>
5900 INVESTMENT INCOME							\$0
5901 Interest Income	128						\$128
<b>Total 5900 INVESTMENT INCOME</b>	<b>128</b>						<b>\$128</b>
Unapplied Cash Payment Revenue						-200	\$ -200
<b>Total Income</b>	<b>\$111,635</b>	<b>\$553</b>	<b>\$200</b>	<b>\$0</b>	<b>\$100</b>	<b>\$ -200</b>	<b>\$112,288</b>
<b>GROSS PROFIT</b>	<b>\$111,635</b>	<b>\$553</b>	<b>\$200</b>	<b>\$0</b>	<b>\$100</b>	<b>\$ -200</b>	<b>\$112,288</b>
<b>Expenses</b>							
6105 Strategic Planning	254						\$254
7000 PERSONNEL							\$0
7100 Salaries & Wages	12,279						\$12,279
7200 Payroll Taxes	991						\$991
<b>Total 7000 PERSONNEL</b>	<b>13,271</b>						<b>\$13,271</b>
8000 OFFICE & ADMIN							\$0
8011 Bank Fees	17						\$17
8012 Merchant Fees/Paypal	6					16	\$22
8300 Office Supplies	2						\$2
8500 Postage-General	18						\$18
8510 Rent (Office)	900						\$900
8512 Meeting Expenses/Entertainment	26						\$26
8550 Software/Website	101						\$101
8600 Telephone and Internet	15						\$15
8610 Electricity					21		\$21
<b>Total 8000 OFFICE &amp; ADMIN</b>	<b>1,084</b>				<b>21</b>	<b>16</b>	<b>\$1,121</b>
8100 PROFESSIONAL SERVICES - GENERAL							\$0
8010 Accounting	1,700						\$1,700
<b>Total 8100 PROFESSIONAL SERVICES - GENERAL</b>	<b>1,700</b>						<b>\$1,700</b>
9100 PROFESSIONAL SERVICES - PROJECT							\$0
9104 Boundary Line Adjustment				450			\$450
9114 Landscape				0			\$0
<b>Total 9100 PROFESSIONAL SERVICES - PROJECT</b>				<b>450</b>			<b>\$450</b>
9400 CARRYING COSTS							\$0
9244 Utilities (Water/Septic/Sewer) Projects					134		\$134
9460 Property Taxes - Project		1,000					\$1,000
<b>Total 9400 CARRYING COSTS</b>		<b>1,000</b>			<b>134</b>		<b>\$1,134</b>
<b>Total Expenses</b>	<b>\$16,308</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$450</b>	<b>\$154</b>	<b>\$16</b>	<b>\$17,929</b>
<b>NET OPERATING INCOME</b>	<b>\$95,327</b>	<b>\$ -447</b>	<b>\$200</b>	<b>\$ -450</b>	<b>\$ -54</b>	<b>\$ -216</b>	<b>\$94,359</b>
<b>NET INCOME</b>	<b>\$95,327</b>	<b>\$ -447</b>	<b>\$200</b>	<b>\$ -450</b>	<b>\$ -54</b>	<b>\$ -216</b>	<b>\$94,359</b>







# Chelan Valley Housing Trust

## Budget vs. Actuals (Cash Basis)

January - February, 2026

	110 GENERAL	201 EMERSON VILLAGE	202 IOWA STREET	203 CHELAN RIVER HEIGHTS	204 EMERSON HARBOUR	NOT SPECIFIED	TOTAL
	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
7200 Payroll Taxes	2,037						\$2,037
<b>Total 7000 PERSONNEL</b>	<b>27,515</b>						<b>\$27,515</b>
8000 OFFICE & ADMIN							\$0
8011 Bank Fees	34						\$34
8012 Merchant Fees/Paypal	56						\$56
8033 Subscription & Membership Dues	100						\$100
8070 Fees, Permits, & Licenses - General	170						\$170
8300 Office Supplies	50						\$50
8400 Printing and Copying - Admin	32						\$32
8500 Postage-General	35						\$35
8510 Rent (Office)	1,300						\$1,300
8512 Meeting Expenses/Entertainment	26						\$26
8550 Software/Website	598						\$598
8600 Telephone and Internet	29						\$29
8610 Electricity	-58				21		\$ -37
8630 Employee Appreciation	35						\$35
<b>Total 8000 OFFICE &amp; ADMIN</b>	<b>2,406</b>				<b>21</b>		<b>\$2,427</b>
8100 PROFESSIONAL SERVICES - GENERAL							\$0
8010 Accounting	2,550						\$2,550
<b>Total 8100 PROFESSIONAL SERVICES - GENERAL</b>	<b>2,550</b>						<b>\$2,550</b>
9100 PROFESSIONAL							\$0



# Chelan Valley Housing Trust

## Budget vs. Actuals (Cash Basis)

January - February, 2026

	110 GENERAL	201 EMERSON VILLAGE	202 IOWA STREET	203 CHELAN RIVER HEIGHTS	204 EMERSON HARBOUR	NOT SPECIFIED	TOTAL
	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
<b>SERVICES - PROJECT</b>							
9104 Boundary Line Adjustment				450			\$450
9114 Landscape				0			\$0
<b>Total 9100 PROFESSIONAL SERVICES - PROJECT</b>				<b>450</b>			<b>\$450</b>
<b>9400 CARRYING COSTS</b>							
9244 Utilities					261		\$0
(Water/Septic/Sewer) Projects					162		\$1,162
9460 Property Taxes - Project		1,000					\$0
<b>Total 9400 CARRYING COSTS</b>		<b>1,000</b>			<b>423</b>		<b>\$1,423</b>
<b>Total Expenses</b>	<b>\$35,605</b>	<b>\$0</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$37,498</b>
<b>NET OPERATING INCOME</b>	<b>\$84,647</b>	<b>\$0</b>	<b>\$-47</b>	<b>\$0</b>	<b>\$56</b>	<b>\$0</b>	<b>\$84,606</b>
<b>NET INCOME</b>	<b>\$84,647</b>	<b>\$0</b>	<b>\$-47</b>	<b>\$0</b>	<b>\$56</b>	<b>\$0</b>	<b>\$84,606</b>





**CHELAN VALLEY HOUSING TRUST  
JOB DESCRIPTION  
EXECUTIVE DIRECTOR**

**PURPOSE**

The mission of Chelan Valley Housing Trust is to help sustain the Chelan Valley as a healthy, economically diverse community by providing permanently affordable homes and related education and support for residents—families, seniors, and singles—whose housing needs are not currently being met by the traditional housing market.

To accomplish its mission CVHT:

- acquires land and buildings.
- develops land in an environmentally and socially responsible manner.
- develops healthy, durable housing to be sold to income eligible buyers in an environmentally and socially responsible manner while retaining ownership of the land to allow for the long term stewardship and affordability of the homes.
- educates and counsels existing homeowners and potential homebuyers.

The Executive Director provides leadership and guidance to advance the organization's mission, while providing practical skills and expertise to manage the organization and conduct specific projects.

**POSITION OVERVIEW**

CVHT is a young and growing non-profit. The Executive Director (ED) will serve as the lead spokesperson for the organization and primary liaison between the Board, the staff and all

individuals and businesses having a relationship with CVHT. The ED will also plan and oversee all fundraising efforts to ensure strategic goals are met within the organization. The ED will be responsible for

recruiting and managing staff and volunteers on various committees, ensuring prudent fiscal management, fostering membership relations and advancing project development and strategic planning efforts in a robust fashion. In addition, the ED will serve as the main point of contact for

applicants and homeowners for CVHT properties and will manage the process in which applicants are evaluated and homes are sold.

## POSITION STATUS

The Executive Director is a full-time, at-will employee hired, supervised, and evaluated by the CVHT Board of Trustees, with direct reporting to the Board President.

## SPECIFIC RESPONSIBILITIES

1. Community Relations. Serve as the lead effective spokesperson for the organization; represent the programs and mission of the organization to our local community; maintain sound working relationships and partnerships with community organizations, local and state government officials, and local businesses and stakeholders; lead Outreach and Stewardship Committees to implement effective outreach activities to all demographic segments of the community.
2. Fundraising. Acquire funds sufficient to spearhead the organization's Strategic Goals; Develop and lead the execution of fundraising campaigns to finance the organization's vision; lead Donor Relations Committee in securing major gifts; Research and apply for grants for operating and project related support and maintain required compliance.
3. Lead the Organization and Support the Board. Lead the board, staff and membership in long-range planning and setting strategic priorities. Work with the Executive Committee and Administrator to develop meeting agendas; Provide staff support to board committees; Supervise and support staff including goal setting, and assuring that staff have the tools, systems, training, and support necessary to be efficient and effective; Conduct annual reviews of staff performance and staffing structure; Hire and terminate staff.
4. Manage Real Estate Acquisition and Development: Lead the RE Acquisition & Development Committee in research and completion of feasibility analyses for potential future projects; Negotiate all project related contracts and provide summary and detail information to the Board for approval; Work with Committee to supervise the Project Manager and contractor(s) on existing properties from pre development phase through successful construction completion, as well as maintain project schedules, project budgets, and cash flow projections from Accountant and Treasurer.

5. Applicant intake and processing. Maintain applicant intake and data collection processes according to CVHT policy and procedure. Update software and processes where needed to meet funder and government needs for reporting.
6. Guide homebuyers through the sales and resale process. Work closely with the Stewardship Committee and lending, real estate, and legal partners to complete sales and resales of CVHT homes with homebuyers. Ensure that buyers are prepared from application to move in and thereafter.

### SKILLS AND QUALIFICATIONS

1. Ability to inspire and plan strategically.
2. Passion for affordable housing and the Chelan Valley
3. Ability to listen to people's needs, communicate clearly, and collaborate.
4. Ability to manage finances and communicate the financial status of the organization.
5. Experience in real estate development, property management and/or community land trust models.
6. Non-profit management experience.
7. Proven grant management success.
8. Strong project management capabilities: Ability to manage multiple projects
9. Dependability.
10. Creativity, problem-solving, diligence.
11. Proficiency with MS Office Suite, Adobe, Gmail, Google Calendars, Zoom and Salesforce and a willingness to learn new software applications.
12. Bachelor's degree in business management, human services, or social sciences or equivalent experience with similar non-profit or public organization.

Time: 40 hours/week

Compensation: \$60-\$80K annually, DOE <sup>\$100,000 DOE</sup>





**Chelan Valley Housing Trust**  
**Job Description**  
**Outreach Coordinator**  
*May 2022*

---

**PURPOSE**

The mission of Chelan Valley Housing Trust is to help sustain the Chelan Valley as a healthy, economically diverse community by providing permanently affordable homes and related education and support for residents—families, seniors and singles—whose housing needs are not met by the traditional market.

To accomplish its mission CVHT:

- acquires land and buildings through private donations, public funding and grants;
- develops land in an environmentally and socially responsible manner;
- constructs or renovates buildings to be healthy, durable and energy efficient;
- educates and counsels homebuyers and rental tenants; and
- stewards what it creates for current and future generations.

The Outreach Coordinator provides outreach & project management support to the Outreach Committee, Board, and Executive Director for the team to manage and carry out the purpose of the organization.

**POSITION OVERVIEW**

The Outreach Coordinator manages CVHT marketing tools and platforms, social media accounts, events, and campaigns with the help of the Administrator and guidance from the Executive Director and Outreach Committee. This position is the primary contact for all general inquiries, website communications, and social media communications and assists the CVHT Outreach Committee and Executive Director in ensuring that CVHTs outreach to the community and donors is effective, positive, and consistent.

**POSITION STATUS**

The Outreach Coordinator is a part-time, at-will employee hired, supervised, and evaluated by the Executive Director working closely with the Outreach Committee Chair. As CVHT grows and changes, this position may be expanded or changed based on need. Reports directly to the E.D. And is supported by the administrator, E.D., and Outreach Committee.

**SPECIFIC RESPONSIBILITIES**

1. Manage CVHT's Fundraising and Outreach Plan Ensure CVHT is accomplishing goals outlined in the Fundraising and Outreach plans with oversight from the Outreach Committee Chair, and assistance from the Committee, E.D., staff and Board as needed.
2. Manage all online platforms. Maintain regular and consistent messaging on all platforms including website, LinkedIn, Facebook, and Instagram. Respond to inquiries and comments with engaging content. Ensure CVHT website is updated with current information.
3. Manage CVHT Events and Planning. Create event plans with the Outreach Committee and work with Administrator and Volunteers to execute communications and day of tasks for events.
4. Maintain CVHT's Newsletter. Assist the Outreach Committee with quarterly execution of a newsletter to constituents. Find new and creative ways to engage donors and constituents.
5. Assist with development and execution of CVHT outreach campaigns. Along with the Outreach Committee and Executive Director, develop innovative and creative ways to connect CVHT to Chelan Valley businesses and households. Examples include annual surveys, fundraising letters, events and other tactics to differentiate CVHT from other nonprofits and businesses.
6. Assist with development of marketing materials. Assist the Administrator with developing and maintaining accurate and relevant marketing materials for CVHT donors, applicants, and members as directed by the Executive Director and Outreach Committee.
7. Other responsibilities as assigned by the Executive Director.

#### **SKILLS AND QUALIFICATIONS**

- Excellent interpersonal skills
- Strong project management skills desired
- Desire & ability to work with a team
- Ability to listen and communicate clearly
- Minimum 2 years working experience in marketing and communications including social media platforms such as LinkedIn, Facebook, and Instagram in a business setting.
- Working knowledge of WordPress website editor
- **Passion for affordable housing and the Chelan Valley community**
- Dependability
- Careful attention to detail
- Bilingual desired, Spanish and English
- Proficiency with MS Office Suite, Wordpress, Salesforce, Adobe, Gmail, google calendars, and Zoom preferred and willingness to learn new applications.

#### **Submittal and Additional Details:**

- Pay range: \$22 an hour + DOE
- Part-time
- Please submit cover letter and resume to rachael@[chelanvalleyhousing.org](mailto:rachael@chelanvalleyhousing.org)
- Application period: May 1 2022- June 15 2022

## Outreach Coordinator Job Description

Drake Nelson <outreachcoordinator@chelanvalleyhousing.org>  
To: David Rogge <chelancandyman@gmail.com>

Tue, Mar 10 at 4:01 PM

Hi Dave,

Does this work for you?

## Outreach & Communications Coordinator

Chelan Valley Housing Trust (Part-Time - 10 hours/week)  $\uparrow$  to 20/wk  
10 hours/week currently @ \$25<sup>40</sup> hr.  
20 hrs @ 22 =

### Position Overview

The Outreach & Communications Coordinator supports the mission of Chelan Valley Housing Trust by increasing community awareness, strengthening relationships with local partners, and helping connect qualified buyers with permanently affordable housing opportunities. This role focuses on outreach, marketing, and community engagement to ensure that CVHT programs are visible, accessible, and well understood throughout the Chelan Valley.

This position plays an important role in helping CVHT successfully promote available homes, educate the public about community land trust housing, and build support for affordable housing initiatives.

## Key Responsibilities

### Community Outreach

- Build relationships with local employers, community organizations, and partners to expand awareness of affordable homeownership opportunities.
- Represent Chelan Valley Housing Trust at community events, outreach opportunities, and partner meetings when appropriate.
- Maintain communication with potential homebuyers and community members interested in CVHT housing.

### Marketing & Communications

- Manage CVHT social media channels and digital outreach.
- Develop and publish content that explains the community land trust model and promotes available homes.
- Maintain website updates related to housing opportunities, applications, and program information.
- Create promotional materials for outreach campaigns and housing availability announcements.

### Homebuyer Outreach & Support

- Promote available homes and help ensure opportunities reach eligible households.
- Respond to inquiries from potential applicants and guide them toward application resources.
- Support outreach efforts that connect local workers and residents with affordable housing opportunities.

## Partner & Employer Engagement

- Coordinate outreach to local employers to share information about CVHT housing opportunities for employees.
- Build partnerships with local organizations that can help distribute information to potential buyers.

## Administrative Support

- Maintain outreach tracking systems and communication lists.
- Assist with reporting outreach activity and program visibility efforts.
- Support application cycles and homebuyer selection processes as needed.

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## Qualifications

- Strong communication and relationship-building skills
- Ability to explain complex ideas clearly to the public
- Experience with social media, digital communication, and outreach
- Organized and able to manage multiple projects
- Passion for housing access and community development

### Preferred:

- Experience with nonprofit communications or community outreach
- Familiarity with affordable housing or community land trust models

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## Proposal

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Michelle Rogge <mrmrsrogge@gmail.com>  
To: David Rogge <chelancandyman@gmail.com>

Wed, Mar 11 at 5:08 PM

Proposal to the Board of Directors

Chelan Valley Housing Trust

Subject: Increase Outreach Coordinator Position from 10 Hours/Week to 20 Hours/Week

Dear Members of the Board,

With the recent vacancy in the Outreach Coordinator role, I would like to propose that the position be advertised as a 20-hour per week position rather than the previous 10-hour per week role. Expanding the hours will better support the mission of Chelan Valley Housing Trust and strengthen our ability to serve the community.

### Rationale for Increasing the Hours

#### 1. Expanding Community Engagement

Chelan Valley Housing Trust relies on strong relationships with community members, local partners, donors, and volunteers. Outreach activities—such as responding to inquiries, coordinating with partners, and maintaining communication—require consistent attention. Ten hours per week limits the ability to sustain these important connections.

#### 2. Support for Housing Initiatives and Programs

As our work to expand affordable homeownership opportunities continues, outreach efforts have become more complex. Additional hours would allow the Outreach Coordinator to support program communication, assist with educational efforts for prospective homeowners, and help ensure the community understands the resources and opportunities available.

#### 3. Event Planning and Public Presence

Chelan Valley Housing Trust participates in and hosts community events, information sessions, and partner meetings. A 20-hour position would allow sufficient time for planning, promotion, attendance, and follow-up, ensuring these events effectively reach potential homeowners and supporters.

#### 4. Strengthening Volunteer and Donor Engagement

Consistent communication with volunteers and supporters is essential for a nonprofit organization. Increased hours would allow the Outreach Coordinator to help cultivate these relationships, coordinate volunteer activities, and maintain ongoing engagement with donors and partners.

#### 5. Attracting Qualified Candidates

A 20-hour position is likely to attract a broader and more experienced pool of candidates. Increasing the hours will help ensure we recruit someone who can provide the continuity, professionalism, and initiative needed to grow our outreach efforts.

### Budget Considerations

While increasing the role to 20 hours per week will raise personnel costs, the additional investment will support stronger community awareness, increased participation in programs, and deeper engagement with partners who share our commitment to expanding affordable housing opportunities in the Chelan Valley.

### Recommendation

I respectfully recommend that the Board approve advertising the Outreach Coordinator position as a part-time role of up to 20 hours per week. This adjustment will better position Chelan Valley Housing Trust to expand its outreach efforts and advance its mission.

Thank you for your thoughtful consideration.

Sincerely,

David Rogge

President

Chelan Valley Housing Trust

Cost difference  
for 20 hrs/wk

Current =  $10 \times 25^{00} = 250^{00} / \text{wk}$  P.R. Tax Piece  $\$2.45 = \$252.45 / \text{wk} \times 52 \text{ WKS}$   
 $20 \times 22^{00} = 440 / \text{wk}$  P.R. Tax Piece  $\$4.80 / \text{wk} = \$13,128^{00}$   
 $\times 52 \text{ WKS} = \$23,134^{80}$   

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 $\uparrow \$10,006.80$

## Liaison Committee Report

**Name of Meeting: \***

Manson WA Community Council

**Date of Meeting: \***

2026-03-17

**Key Meeting Notes: \***

Meeting notes should consist of key agenda items that had significant discussion. Each item can be briefly summarized in 2 - 4 sentences.  
City of Chelan Mayor McCardle, Chad C., John A, and Jake Y presented Update of the City brief recap i.e., growth, comp plan etc.

Manson council voiced concern of hwy SR150 transportation concerns, current and future access and safety, including CDCT pathways ideas. It was reported that key stakeholders including Tribal representation has met with Manson to Chelan Pathway leaders for discussion.

Community members from Chelan and Manson voiced concerns over project and specifics, which was also noted that the pathway idea is just an idea that has been around since 1995.

Chad invited Manson Council and guests to the April 21st sneak peak to the City of Chelan Comp Plan.

Attended via livestream, which lasted just over an hour 1:08.38 min. Livestream was not initiated again. Agendas and meeting minutes are found on the Manson WA Community Council Facebook Page.

**Upload applicable meeting documents here if available:**

Max upload is 25MB per file

IMG\_0002.jpeg

70.84KB

**Submitted By**

**Signature \***

*Agustin Benegas*

**Signature Date \***

2026-03-18

## Meeting Agenda

March 17, 2026



- Call To Order
- Pledge of Allegiance

### Guest Speakers

- City of Chelan Mayor – Erin McCardle

### Council Business

- Treasurer Report
- Approval of Minutes from Feb 17, 2026

### Old Business

- Rene' has new information on the Chelan Douglas Pathway Project.

### New Business

- SEPA Announcement – 2 Crows LLC Pier, Boat Lifts, Buoys, and Access Stair Project- Comments due by 4/11/26 <https://apps.ecology.wa.gov/separ/Main/SEPA/Record.aspx?SEPANumber=202600912>
- Totem Pole Road started March 9<sup>th</sup> and expected to last for 30 working days.
- Lake Chelan Collaborative had its 3<sup>rd</sup> Quarterly meeting on March 11<sup>th</sup>. New Fresh Deep-Water Sponges found in Lake Chelan. 17 categories of issues will be addressed in the report. When the report is completed, there will be public outreach in Chelan and Manson. You can find out more about the Lake Chelan Collaborative on the first page of our new MCC website.
- MCC had an informational meeting with Deanna Walter and Susan Dretke regarding Zoning – Comments?
- Council Discussion about future speakers – April Public Works, May Open, June Chelan County Community Development.

### Council Committee Reports

- Incorporation Feasibility Study – Jeff Conwell
- Dark Skies – Gerry Ustanik

### Public Comments

### Upcoming Events

- Commissioners Meeting March 31<sup>st</sup> 6 PM - 8 PM. Commissioners Chamber or Online <https://www.co.chelan.wa.us/calendar/event/spring-community-meeting-with-your-county-commissioners>
- Manson One Voice Forum April 30<sup>th</sup> @ 5PM Manson Grange

**Next Meeting** – April 21st @ 6 PM, Manson Grange

## Liaison Committee Report

**Name of Meeting: \***

Planning Commission Meeting

**Date of Meeting: \***

2026-03-18

**Key Meeting Notes: \***

Meeting notes should consist of key agenda items that had significant discussion. Each item can be briefly summarized in 2 - 4 sentences.

Sign Code was discussed

Lots of discussion no action taken

GMA Periodic Update was also discussed

see attachment

**Upload applicable meeting documents here if available:**

Max upload is 25MB per file

March 18, 2026 Planning Commission Packet.pdf

1.01MB

**Submitted By**

**Signature \***

*Brad Chitty*

**Signature Date \***

2026-03-18

**CITY OF CHELAN  
PLANNING COMMISSION AGENDA**

1. CALL TO ORDER
2. AGENDA CHANGES
3. MINUTES
  - A) February 18, 2026 Minutes of the Planning Commission

Suggested Motion: I move to approve the February 18, 2026 Minutes of the Planning Commission.
4. ADMINISTRATIVE REPORTS
  - A) Sign Code Update Work Session continued
  - B) GMA Periodic Update: Draft Critical Areas Ordinance
5. CITIZEN COMMENTS
6. COMMISSIONER COMMENTS
7. ADJOURNMENT

Final Comments / Motion to Adjourn Suggested Motion: I move to adjourn the meeting.

**Our Vision**

Chelan is a rural lakeside community surrounded by pristine natural beauty where generations of visitors and residents enjoy an exceptional quality of life.

**Our Guiding Principles & Outcomes**

Visionary & Strategic - A city that is forward-thinking, collaborative, and fiscally responsible.

Thriving & Connected - A vibrant, well-planned city where residents have a sense of home.

Healthy & Sustainable - A flourishing city that supports an active community.

Accessible & Welcoming - A safe city where everyone can find community.

The next Planning Commission meeting will be on April 15, 2026, beginning at 5:15 p.m. in Council Chambers, 135 E. Johnson Avenue, Chelan, Washington.

A meeting packet is available for review on the City's Website: City of Chelan under Government - Planning Commission - Agendas & Minutes. The City provides special accommodations, such as hearing devices and wheelchair access for public meetings. Anyone needing special assistance, please contact the City Clerk's office at 509-682-8019 at least three business days prior to the meeting.



**CITY OF CHELAN  
Planning Commission Meeting  
February 18, 2026**

**PLANNING COMMISSIONERS AND ADMINISTRATIVE PERSONNEL  
PRESENT**

**Commissioners:**

Joe Collins  
Vickie Heimark  
Gary Myers  
Ryan Peterson - Excused  
Gaylen Willett - Excused

**Administrative Personnel:**

Community Development Director John Ajax  
Senior Planner - Monica Libbey  
Assistant Planner Linda Jo Williams  
City Council Member(s): Shane Collins and  
Brad Chitty  
City Administrator: Laura McAloon

1. CALL TO ORDER

Meeting called to order at 5:16PM

2. AGENDA CHANGES

NONE

3. MINUTES

A) January 21, 2026 Minutes of the Planning Commission

Suggested Motion: I move to approve the January 21, 2026 Minutes of the Planning Commission

I move to approve the January 21, 2026, Minutes of the Planning Commission.

<b>MOVER:</b>	Commissioner Heimark
<b>SECONDER:</b>	Commissioner Myers
<b>AYES:</b>	3
<b>NAYS:</b>	None
<b>RESULT:</b>	Motion Passes

4. ADMINISTRATIVE REPORTS

A) Sign Code Update Work Session

Sr. Planner, Libbey, presented issues with outdated sign regulations and proposed a move toward trying to make the code easier to use, understand, and administer. Discussion included lighting standards, consolidating sign standards, temporary signs, and concerns about sidewalk clutter. Commissioners emphasized maintaining a small-town character.

B) Our Valley Our Future Housing Solutions Group: February Meeting

Director Ajax shared countywide housing affordability data and reported progress on infrastructure to support affordable housing. The city was awarded **\$1.4M CHIP grant** to extend sewer to the Chelan Valley Housing Trust project on Anderson Road. Noted high home prices, limited inventory, and benefits of the Apple Blossom multi-family project.

5. CITIZEN COMMENTS

- **John Olson** spoke about regional housing challenges, rising costs, and encouraged formation of a Housing Action Committee.
- **Lynette Grande** expressed concerns about excessive signage, electronic signs, and large window graphics; encouraged broad public outreach in the sign code process.

6. COMMISSIONER COMMENTS

Commissioner Heimark asked if there were any Legislative updates affecting zoning. Staff will follow up.

7. ADJOURNMENT

Final Comments / Motion to Adjourn

<b>MOVER:</b>	Commissioner Myers
<b>SECONDER:</b>	Commissioner Heimark
<b>AYES:</b>	
<b>NAYS:</b>	
<b>RESULT:</b>	Meeting Adjourned at 6:34PM



# City of Chelan

PLANNING COMMISSION

March 18, 2026

Subject/Title: Sign Code Update Work Session continued  
Department: Community Development  
Staff Contact: Monica Libbey  
Guiding Principles: Visionary & Strategic  
Initiatives: Manage Growth  
Reviewed By:  
Number of Looks:

## GOVERNING LEGISLATION

The planning commission is also authorized to review and make recommendations on the adoption and the enforcement of coordinated plans and regulations for the physical development of the city. The planning commission shall be advisory and it shall advise the city council for city council final approval.

## PREVIOUS ACTION TAKEN

Work Session held February 18, 2026

## OVERVIEW

### Background

The City is updating Chapter 17.58 – Signs to modernize the code and ensure compliance with recent court decisions requiring sign regulations to be content-neutral and based on objective standards rather than the message displayed on the sign.

The current code regulates certain signs differently based on their content (such as political signs, real estate signs, and event signs). The draft update removes these distinctions and instead regulates signs based on size, location, illumination, and duration.

Before preparing a final draft ordinance, staff is seeking Planning Commission policy direction on several topics that will influence the structure of the updated code.

## Temporary Signs and Banners

The draft code consolidates multiple temporary sign categories into one content-neutral temporary sign category.

## Temporary Sign Standards

The current code allows 30 days for most temporary signs. The draft proposes allowing temporary signs for up to 90 days per calendar year.

- Is 90 days the right duration, or would the Commission prefer 60 days? 120 days?
- For residential zones, is 6 square feet and 42 inches tall appropriate? The current code allows 4 sq ft for real estate signs. Should we match the existing size or increase it?
- Should residential properties be limited to two temporary signs per lot? 3 signs? 1 sign?
- For nonresidential zones, is 32 square feet and 6 feet tall appropriate? This matches the former construction sign allowance.
- Should we allow more than one temporary sign per street frontage in commercial zones? Some businesses have multiple frontages (e.g., corner lots on Woodin & Johnson).

## Downtown Banner Signs

The current code allows community activity banners with time limits tied to a specific event (30 days before, 14 days after). Under Reed, we can no longer tie sign rules to the sign's message. The updated code must allow temporary banners under uniform, content-neutral rules.

- Should temporary banner signs be regulated differently downtown?
- Should there be a maximum banner size specific to the downtown? The general temporary sign standard is 32 square feet in nonresidential zones. Is that appropriate for downtown building faces, or should it be smaller (e.g., 16 or 24 square feet) to be more compatible with the pedestrian scale?
- The current code does not specify a number limit for community activity banners. Should the code limit the number of banners? Options: (a) one per street frontage; (b) one per building face; (c) two per premises total.
- The current code requires temporary signs to be “securely affixed to the surface of a building wall or window, or between existing structures, poles and/or other supports.” Should banners be allowed in windows, on building walls, suspended between structures/poles, or on fences or railings?
- The current code effectively allows community activity banners for up to 44 days per event (30 before + 14 after) with no limit on the number of events per year. The draft proposes 90 days per calendar year for temporary signs citywide. Should banners have longer or shorter display time limits than other temporary signs?

## Window Sign Coverage

Currently there is no coverage limit for window signs, meaning a business could theoretically cover all windows with signage. The draft proposes limiting signs to 25% of the window area.

- Is 25% the right threshold? Some jurisdictions use 30% or 33%.

- Should downtown have a different standard than highway commercial areas?
- Should seasonal decorations (painted snowflakes, etc.) count toward this limit?

## **TA District and Highway Frontage Signs**

### **Freestanding Signs in the Tourist Accommodation (T-A) District**

The current T-A District sign standards allow freestanding signs up to 25 feet tall and 50 square feet. This is the most permissive height allowance in the code and can result in tall pole signs (sometimes called “pylon signs”) that may not be consistent with the community’s desired character along the Highway 97A corridor.

- Should pole signs (signs supported by exposed poles) be prohibited in the T-A District, with a requirement that all freestanding signs be monument-style signs or sign limits consistent with the Downtown?
- Should the maximum sign height remain 25 feet? Or should the height be reduced?
- If pole signs are allowed, should there be design criteria? For example: (a) poles must be enclosed or wrapped in masonry, stone, or similar material; (b) sign must include a base or skirt; (c) minimum landscaping around the base.
- Should the T-A District have a maximum total signage allowance per parcel (e.g., 100 square feet total for all signs), rather than just per-sign limits?

### **Highway Frontage Signs**

- Should highway frontage standards apply to highway frontage properties irrespective of if they are located within the downtown planning area? Manson Hwy example.
- Several Chelan businesses are located on side streets or behind other buildings and are not visible from Highway 97A or Woodin Avenue. Under the current (and proposed) code, off-premises signs are prohibited.

### **Electronically Changeable Message Signs**

Under the current code, electronically changeable message signs are only allowed in the PLF zone. Gas stations currently display fuel prices using manually changeable numbers. Modern stations increasingly use electronically changeable numbers (LED digits).

- Should electronic message signs be allowed in additional commercial zones?
- Should fuel price displays with electronically changeable numbers be specifically allowed for gas stations regardless of zoning district? This could be done by defining “fuel price display” as a specific sign type limited to the canopy or freestanding sign of a gas station.
- Should the electronic portion be limited to numbers only (no scrolling text, animation, or full-color graphics), or should gas stations be allowed full electronically changeable message signs?
- Should fuel price displays be subject to the same brightness standards as other electronic signs?

### **Sign Illumination and Neon Signs**

The downtown standards currently prohibit internally illuminated signs (back-lit box signs) but allow neon, shadow lighting, and indirect illumination. As LED technology evolves, the line between “neon” and “LED tube” signs has blurred.

- Should the downtown code be updated to allow LED-replica neon signs (LED tubes that look like neon) in addition to traditional neon? Many new businesses cannot source or afford traditional neon.
- Should halo-lit (reverse-lit channel) letters be explicitly allowed downtown? They produce a similar effect to shadow lighting but use different construction methods.
- Should the City establish maximum brightness standards for illuminated signs?

### **Sandwich Board Signs**

Sandwich-board signs are currently allowed in front of any business during business hours. They are common downtown but also appear along the highway corridor.

- Should sandwich-board signs continue to be allowed citywide, or should they be limited to the downtown planning area and pedestrian-oriented commercial areas?
- Should there be a design standard for sandwich-board signs (e.g., must be made of wood or metal, no plastic signs, no handwritten cardboard)?
- For highway-frontage businesses, are sandwich-board signs effective or do they create clutter? Should they be prohibited in the highway corridor?

### **Murals**

The mural section is currently reserved (empty). As murals become more common in Chelan (and can attract tourism), the Commission may want to provide guidance.

- Should the City develop mural standards now as part of this update, or leave Section 17.58.070 reserved for a future phase?
- If developed now, should murals require a permit, or should they remain exempt as long as they don’t contain commercial advertising for a specific business?
- Should there be a mural review process (e.g., design review by the planning director or a public art committee)? If so, what should the criteria focus on? (Scale, color palette, compatibility with surrounding buildings — not the subject matter of the art, which would be content-based.)

### **Refacing Nonconforming Signs**

Under the current code, “alteration” of a sign triggers loss of nonconforming status. The draft narrows this to “structural alteration or physical enlargement.” This means a simple reface (changing the sign panel or copy without changing the structure) would NOT trigger compliance.

- Should sign refacing (new panel, new graphics, same structure) require the sign to come into compliance with new dimensional standards? This would be a more aggressive approach that would bring nonconforming signs into compliance sooner, but it could be seen as a burden on businesses that simply want to update their look.
- Alternatively, should refacing be allowed “as-is” (the draft approach), with compliance only required when the sign structure itself is changed or enlarged? This is less

burdensome but means some oversized or poorly located signs could persist indefinitely.

- Should there be a middle ground? For example, refacing of a nonconforming sign could be allowed if the sign is brought into compliance with at least the illumination and material standards (even if the size remains nonconforming).

### **Sign Review Process**

The draft limits administrative discretion to objective standards, except in the downtown where design review is retained. Staff seeks Commission input on how much design discretion is appropriate:

- Outside the downtown, should sign permits be purely ministerial (if the application meets the dimensional standards, it must be approved)? This is the cleanest legal approach but means the City cannot say no to an ugly sign that technically meets the size limits.
- Should there be limited design review outside the downtown for specific sign types (e.g., freestanding signs over a certain size)? If so, what objective criteria should apply? Examples: materials (no paper or cardboard for permanent signs), color limitations, landscaping requirements around freestanding signs.
- In the downtown, should design review authority remain with the planning director, or should a design review board be involved for signs above a certain size?

## **FINANCIAL IMPLICATIONS**

## **ATTACHMENTS**

None

## **SUGGESTED MOTION**



# City of Chelan

PLANNING COMMISSION

March 18, 2026

Subject/Title: GMA Periodic Update: Draft Critical Areas Ordinance  
Department: Community Development  
Staff Contact: John Ajax  
Guiding Principles: Visionary & Strategic  
Initiatives: Manage Growth  
Reviewed By:  
Number of Looks:

## GOVERNING LEGISLATION

## PREVIOUS ACTION TAKEN

## OVERVIEW

Planning staff would like to brief the Planning Commission on the status of updating the City's Critical Areas Ordinance as part of the required Growth Management Act (GMA) Periodic Update. Attached for review is an overview summary and an initial draft of Chapter 14.10 with tracked changes.

## FINANCIAL IMPLICATIONS

## ATTACHMENTS

1. Planning Commission\_CAO\_Overview\_03-2026
2. CMC\_14.10\_DRAFT\_3-12-2026

## SUGGESTED MOTION



# CITY OF CHELAN

## Planning Commission Briefing

### Chapter 14.10 Critical Areas Ordinance — Proposed Amendments

*Comprehensive Update: Anchor QEA CAO Revisions & Geologic Site Assessment Amendments*

March 2026

# Part 1: Why We Are Updating the Critical Areas Ordinance

## What Are Critical Areas?

Washington’s Growth Management Act (GMA), codified in RCW Chapter 36.70A, requires cities and counties to adopt development regulations that protect five types of “critical areas”:

- **Wetlands** — Areas where water saturates the soil long enough to support water-loving plants, providing flood control, water filtration, and wildlife habitat.
- **Critical Aquifer Recharge Areas** — Areas where rainwater and surface water seep into the ground to replenish our drinking water supplies.
- **Fish and Wildlife Habitat Conservation Areas** — Streams, rivers, shorelines, and upland areas that support fish (including salmon and steelhead) and wildlife.
- **Frequently Flooded Areas** — Areas identified by FEMA as having at least a 1% chance of flooding in any given year (the 100-year floodplain).
- **Geologically Hazardous Areas** — Areas susceptible to erosion, landslides, steep slope failure, or earthquake damage that may not be suitable for development without special precautions.

These areas matter because they protect public safety (keeping people out of harm’s way from floods and landslides), protect natural resources (clean water, fish habitat), and preserve the environmental features that make Chelan the community it is.

## Why Are We Updating Now?

Under RCW 36.70A.130, all “fully planning” cities and counties must review and update their comprehensive plans and development regulations—including critical areas ordinances—on a regular cycle. The legislature recently extended the City of Chelan’s deadline to December 31, 2026 (SB 5558). This is part of the required 2026–2046 periodic update. The City’s Critical Areas Ordinance was last substantively updated in 2017.

The periodic update requires the City to:

- Review the existing ordinance against current state law (RCW and WAC) for any gaps or inconsistencies
- Incorporate best available science (BAS) as required by RCW 36.70A.172
- Ensure consistency with the City’s updated Comprehensive Plan, Shoreline Master Program, and other planning documents
- Address any changes in federal or state requirements (such as updated FEMA mapping, Department of Ecology guidance, or Department of Fish and Wildlife management recommendations)
- Complete and submit the Washington Department of Commerce Critical Areas Checklist documenting compliance

## What Does “Best Available Science” Mean?

The GMA (RCW 36.70A.172) requires cities and counties to “include the best available science in developing policies and development regulations to protect the functions and values of critical areas.” This doesn’t mean the most expensive study or the most extreme regulation. It means that the City’s regulations should be based on current, scientifically valid information and methods appropriate to the situation. When the City adopts or updates critical areas regulations, it must document how BAS was considered and, if the regulations deviate from what BAS would recommend, explain why through a risk assessment process.

## How Does This Fit Into the Bigger Picture?

The critical areas ordinance is one piece of the City’s broader 2026–2046 periodic update. The Comprehensive Plan sets the policy direction—for example, Goal NH-1 might call for “protecting residents and property from natural hazards while allowing reasonable development.” The Critical Areas Ordinance is the implementing regulation that puts those policies into practice by establishing the specific rules, review processes, and development standards that apply when someone wants to build in or near a critical area. Under the GMA, development regulations must be consistent with and implement the comprehensive plan (RCW 36.70A.120).

The City is working with Anchor QEA to prepare the broader CAO updates, which address all five critical area types based on the Commerce Critical Areas Checklist, current WAC requirements, and Department of Ecology review comments. City staff have prepared companion amendments addressing the geologically hazardous areas provisions, including a new Geologic Site Assessment pathway and modernized geotechnical report requirements. This briefing document presents both sets of amendments as a single package.

# Part 2: Summary of All Proposed Amendments

The following table summarizes every change proposed in the tracked-changes version of CMC Chapter 14.10. Changes are organized by ordinance section and grouped by topic area. The table covers both the Anchor QEA updates (addressing all five critical area types for GMA compliance) and the City staff amendments (establishing the Geologic Site Assessment pathway and modernizing geotechnical report requirements). All changes are shown as tracked changes in the companion redline document so the Commission can see exactly what language is being added or removed.

Section	What Changes	Why It Matters
<b>LEGISLATIVE PURPOSE</b>		
14.10.010	Replaced the existing legislative purpose statement. The old language listed four general goals (protect from hazards, protect fragile elements, mitigate impacts, provide authority). The new language explicitly references the GMA, identifies all five critical area types, requires the use of best available science, adds special consideration for anadromous fisheries (salmon and steelhead), and reorganizes the purposes into seven numbered items.	The old purpose statement was adopted in 1992 and didn't reference the GMA or best available science—both of which are now foundational to how Washington regulates critical areas. The updated language aligns the ordinance with current state law (RCW 36.70A) and the Commerce Critical Areas Handbook, and clearly signals the ordinance's legal basis. Adding anadromous fisheries language satisfies RCW 36.70A.172(1).
<b>DEFINITIONS — CMC 14.10.020</b>		
14.10.020	Updated "Erosion hazard areas" definition to add language about bluffs, steep slopes, and unconsolidated soils becoming unstable.	Aligns with WAC 365-190-030 and provides clearer guidance on what constitutes an erosion hazard. The old definition was vague—the new language helps applicants and staff identify these areas more consistently.
14.10.020	Updated "Fish and Wildlife Habitat Conservation Areas" definition by removing the phrase "areas reserved for management and maintenance" and clarifying habitat types.	Aligns with WAC 365-190-030. The old phrase implied active management; the new definition better reflects the GMA's intent to protect existing habitats and ecological functions.
14.10.020	Added "The City may also designate locally important habitats and species" and a subsection defining "Habitats of local importance."	Provides the City with a mechanism to protect habitats that are locally significant even if they don't appear on state priority maps. Consistent with WAC 365-190-130.
14.10.020	Updated "Frequently flooded areas" definition to describe lands in the floodplain subject to at least a 1% annual chance of flooding, including areas with high groundwater, and listing specific examples (streams, rivers, lakes, etc.).	The old definition simply referenced "any area of special flood hazard, as designated in these regulations"—a circular reference. The new language provides a substantive, GMA-

Section	What Changes	Why It Matters
		consistent definition.
14.10.020	Added new definition of “Impervious surface.”	Aligns with WAC 365-190-030. The term appears in the municipal code (17.56.220, 17.47.030) but was not previously defined in the CAO. Provides clear, consistent meaning for development review.
14.10.020	Updated “Wetlands” definition to add “if permitted by the county or city” regarding mitigation wetlands.	Aligns with WAC 365-190-030 and clarifies that intentionally created mitigation wetlands are regulated wetlands only when they were approved as mitigation.
14.10.020	Added new definition: “Geologic Site Assessment” (GSA)—a field-based screening evaluation where a licensed professional visits the property, reviews the site plan, and writes a formal recommendation on whether a full geotechnical report is needed.	Creates a clear, defined product distinct from the existing “geotechnical assessment” (which is vague) and the full “geotechnical report” (which is comprehensive and expensive). Without this definition, there’s no standard for what the screening evaluation must include.
14.10.020	Clarified existing “Geotechnical assessment” definition by adding a sentence stating it is distinct from the new GSA and the full geotechnical report.	Prevents confusion between three similar-sounding terms. Without this clarification, an applicant could argue a generic assessment satisfies the new GSA requirements.
<b>GENERAL PROVISIONS — CMC 14.10.040</b>		
14.10.040(D)	Added “economic” before “use” in the reasonable use exception criteria (subsections D.1 and D.1.d), added new criteria requiring no net loss of critical area functions (subsection D.1.h), added “Exception Request and Review Process” heading and new submittal requirements (critical area study, mitigation plan, SEPA documents), and added “Director Review” provision (subsection D.5).	Aligns with RCW 43.21C and WAC 197-11. The “economic” qualifier focuses the exception on situations where regulation eliminates all economic value—not just any use the owner might prefer. The new submittal requirements and director review provision create a clearer, more defensible process consistent with Commerce guidance.
14.10.040(F) (3)	Changed the administrator’s preliminary evaluation from “shall include visiting the site” to “may include a site visit.”	The old language required a staff site visit for every single application within 250 feet of any critical area—including routine applications where a desk review of maps and the checklist is sufficient. This change keeps the site visit as a tool the administrator can use when needed, without mandating it for every application. Reduces administrative burden on a small city staff.
14.10.040(F) (5)	Replaced the old “questioning presence” provision with a structured Geologic Site	This is the core procedural reform. Under the old ordinance, any property

Section	What Changes	Why It Matters
	<p>Assessment pathway. The old language simply let applicants “question” whether hazards exist. The new language establishes a step-by-step process: professional site visit → site plan review → documented recommendation → administrator decision. Includes a 5-year validity period and requires written findings.</p>	<p>near a mapped steep slope could trigger a full geotechnical report (\$5,000-\$15,000+) even if the slope was at the back of the lot and nowhere near the proposed home. The GSA lets a licensed professional visit the site, evaluate the actual building area, and provide a science-based opinion. The administrator retains override authority.</p>
<p>14.10.040(H) (1)(c)</p>	<p>Replaced circular waiver language. Old: “The minimum standards of this chapter will be met.” New: “The proposed development, as designed, does not require modifications to meet the minimum standards of this chapter.”</p>	<p>The old language was circular—you can’t know if standards will be met until you’ve done the study, but the study is what’s being waived. The new language focuses on whether the project as designed can meet the standards without additional analysis.</p>
<p><b>WETLANDS — CMC 14.10.060(A)</b></p>		
<p>14.10.060(A) (1)</p>	<p>Added expanded wetland designation language explicitly defining wetlands consistent with RCW 36.70A.030(21), including exclusions for artificial features and inclusion of permitted mitigation wetlands.</p>	<p>Aligns with WAC 365-190-090 and RCW 36.70A.175. Provides a complete, self-contained definition within the designation section so applicants don’t need to cross-reference multiple state codes.</p>
<p>14.10.060(A) (3)</p>	<p>Added new “Mapping” subsection requiring the City to maintain wetland maps using NWI data and best available science, with a requirement to update periodically.</p>	<p>Consistent with WAC 365-190-090. Establishes a clear mapping framework while acknowledging that maps are approximate—actual wetland boundaries must be determined in the field.</p>
<p>14.10.060(A) (4)</p>	<p>Added new “Wetland boundary surveys” subsection requiring delineation using the U.S. Army Corps of Engineers 1987 Wetlands Delineation Manual and the 2010 Western Mountains Regional Supplement. Requires field staking by the biologist.</p>	<p>Consistent with WAC 365-190-090 and WAC 332-130-050. Establishes a clear, legally defensible standard for determining where wetland boundaries are on a specific property.</p>
<p>14.10.060(A) (5)</p>	<p>Added separate “Wetland Classification” subsection referencing the Washington State Wetlands Rating System for Eastern Washington (Ecology Publication No. 14-06-030).</p>	<p>Consistent with RCW 36.70A.175. Separates classification from the existing rating detail, making the ordinance structure clearer.</p>
<p>14.10.060(A) Mitigation Table</p>	<p>Added a “Preservation” column to the wetland mitigation ratios table, with ratios ranging from 6:1 (Category IV) to 24:1 (Category I bogs/fens/mature forested). Also added calcareous fens to Category I.</p>	<p>Consistent with Ecology’s Wetland Guidance for CAO Updates (2022). Provides a preservation option that some applicants may prefer as an alternative to creation or rehabilitation, while the high ratios reflect the lower ecological return of preservation-only mitigation.</p>
<p>14.10.060(A)</p>	<p>Added language requiring wetland buffers to be</p>	<p>Strengthens buffer protection</p>

Section	What Changes	Why It Matters
Buffer Standards	retained in natural condition or enhanced with native vegetation. Added reference to Washington’s noxious weed law (RCW 17.10) and the Chelan County Noxious Weed Control Board. Clarified buffer measurement methods.	standards and connects the CAO to existing noxious weed control requirements. Provides clearer direction on buffer management and vegetation standards.
<b>CRITICAL AQUIFER RECHARGE AREAS — CMC 14.10.060(B)</b>		
14.10.060(B) (3)	Added new “Mapping” subsection referencing SWAP maps from the Washington State Department of Health as a resource for determining if further assessment is required.	Consistent with WAC 365-190-080. Formalizes the existing practice of using SWAP maps and clarifies their role as a screening tool, not a definitive delineation.
14.10.060(B) Storage Tanks	Added new subsection (iv) with detailed design and construction requirements for storage tanks containing hazardous substances, animal wastes, sewage sludge, fertilizers, and other risk substances. Includes impervious containment, release detection, spill response procedures, and compliance with WAC 173-303 and WAC 173-360.	Consistent with WAC 173-303 and WAC 173-360. The existing requirements addressed underground and aboveground tanks generally; the new language applies to any storage container holding substances that could contaminate groundwater and specifies modern containment standards.
<b>FISH AND WILDLIFE HABITAT CONSERVATION AREAS — CMC 14.10.060(C)</b>		
14.10.060(C) (1)	Expanded designation list to include: (a) areas with federally-designated endangered, threatened, or sensitive species; (e) waters of the state as defined by WAC 365-190-130(2)(f); and (f) lakes, ponds, streams, and rivers planted with game fish by a government or tribal entity. Renumbered existing designations accordingly.	Aligns with WAC 365-190-130. The old list focused on WDFW priority habitats. The expanded list captures the full range of habitat areas that Commerce and the WAC expect jurisdictions to designate, including federal listings and waters of the state.
14.10.060(C) (2.c)	Added new “Waters of the State” classification subsection adopting the WAC 222-16-030 water typing system (Type S, F, Np, Ns) with full definitions for each water type.	Consistent with WAC 222-16-030. Provides a clear, science-based classification for streams and waterbodies that is consistent with the state’s forest practices rules and is widely understood by resource professionals.
14.10.060(C) (3)	Added new “Mapping” subsection requiring the City to maintain fish and wildlife habitat maps using WDFW Priority Habitats and Species maps, USFWS and NMFS critical habitat maps, and other BAS sources.	Consistent with WAC 365-190-080. Establishes the mapping framework and clarifies that maps are guides—habitat areas may exist beyond mapped boundaries.
14.10.060(C) (4)	Added new “Habitat boundary survey” subsection allowing the Director to require delineation and/or mapping by a qualified professional or confirmation by WDFW. Includes provisions for boundary determination using OHWM and WDFW management recommendations.	Consistent with WAC 365-190-130 and WAC 332-130-050. Provides a mechanism for accurate, site-specific habitat boundary determination while allowing the City to waive the requirement when adequate information already exists.
14.10.060(C) (5)	Added new “Riparian Buffers” section with measurement standards (from OHWM), a buffer	Updated with review of current best available science on semi-arid riparian

Section	What Changes	Why It Matters
	width table by stream category (S/F: 160 ft, Np/Ns: 100 ft), and provisions for buffer marking by qualified professionals.	functions. Establishes clear, measurable buffer standards tied to the WAC 222-16-030 water typing system. The buffer widths reflect BAS for the semi-arid environment of the Columbia Plateau/Eastern Cascades ecoregion.
<b>GEOLOGICALLY HAZARDOUS AREAS — CMC 14.10.060(D)</b>		
14.10.060(D) (1)	Expanded erosion hazard area designations to include: (iv) channel migration zones, (v) concave slopes $\geq 15\%$ with $\geq 10$ ft vertical relief, and (vi) slopes $\geq 40\%$ with $\geq 10$ ft vertical relief. Expanded landslide hazard area designations to include: (vi) areas of historic failures, (vii) areas above/adjacent to unstable slopes, and (viii) deep-seated landslide areas with specific identifying features.	Aligns with WAC 365-190-120. The old designations were narrower than what current science and Commerce guidance identify as geologically hazardous. The expanded list gives staff and applicants clearer criteria for identifying potential hazards during preliminary review.
14.10.060(D) Mapping	Added new “Mapping” subsection requiring the City to maintain maps of geologically hazardous areas, acknowledge map limitations, and update periodically.	Consistent with WAC 365-190-080. Parallels the mapping provisions added for wetlands and fish/wildlife areas.
14.10.060(D) (2)(b)	Amended the critical area study section to add the GSA as an intermediate step before requiring a full geotechnical report. Three possible outcomes: (1) waiver if hazard doesn’t affect building area, (2) scoped report for moderate risk, (3) full report for significant hazard. Added requirement that the geotechnical report be signed, sealed, and dated by the qualified professional.	Creates a tiered review system that matches the level of analysis to the level of actual risk. A home on the flat part of a lot with a steep slope 200 feet away doesn’t need the same analysis as a home being built on the slope itself. The professional stamp requirement creates formal accountability.
14.10.060(D) (2)(b) Report Map Req.	Updated the map requirement to allow digital equivalents: “at a scale of one inch equals 200 feet or finer, or at an equivalent digital resolution sufficient to clearly depict site features.”	The old language assumed paper maps at a fixed print scale. Modern geotechnical firms use GIS and digital mapping. This update allows digital formats while maintaining the same level of detail.
14.10.060(D) (2)(b) Structure Eval.	Added two new requirements: (iii-a) The geotechnical report must evaluate the proposed placement of all specific structures—buildings, retaining walls, driveways, utilities, stormwater systems, irrigation, and septic systems—and their effects on slope stability. (iii-b) The report must include a site plan showing all proposed improvements with subsurface exploration locations.	The old ordinance said to evaluate “the proposed alteration’s influence on safety” but didn’t specify what that means. Stormwater, irrigation, and septic systems that introduce water into hillside soils are a common cause of landslides in developed areas. This makes explicit what good practice already requires.
14.10.060(D) (2)(b) Construction	Added two new requirements: (vii) Construction sequencing—the report must address how construction should be staged, including seasonal restrictions and temporary erosion control. (viii) Professional certification statement—the	Closes the gap between the paper report and what actually gets built. The certification statement puts the professional’s license on the line, creating accountability. The

Section	What Changes	Why It Matters
	professional must formally certify they visited the site, the report is accurate, and the recommendations will work.	construction sequencing ensures the building process itself doesn't cause the problems the report was designed to prevent.
14.10.060(D) (2)(c) Waiver	Updated to reference the new GSA as a waiver pathway. Changed "on site" to "within the proposed development area of the site" and added "on-site or" before "downslope."	Focuses the waiver analysis on whether the actual building area is affected, not just whether hazards exist somewhere on the property. Also ensures the analysis considers upslope effects, not just downslope.
14.10.060(D) (2)(f)	Capitalized "geologic site assessment" to "Geologic Site Assessment" to reference the newly defined term.	Ensures the administrator's authority to require a GSA references the formal, defined product with its specific requirements—not just any informal evaluation.
14.10.060(D) Dev. Standards	Added "and Protection" to the development standards heading.	Minor clarification reflecting that the section addresses both development allowances and protective measures.
14.10.060(D) (5) Reporting	Added new "Reporting" subsection requiring applicants to submit a geotechnical report consistent with Section 14.10.060(D)(2)(b) when the Director concludes geologic hazards are present.	Provides a clear cross-reference to the updated geotechnical report requirements. The old code referenced "CMC Chapter 11.86—Geologically Hazardous Areas Overlay District," which does not appear to be a valid Chelan Municipal Code reference.

**FREQUENTLY FLOODED AREAS — CMC 14.10.060(E)**

14.10.060(E) (4)	Added new "Protection Standards" subsection requiring: (a) avoidance—new development shall be located outside frequently flooded areas if possible, following mitigation sequencing; and (b) floodplain storage—new development shall not reduce flood storage volume, alter flood flow direction, or concentrate flood flows.	Consistent with WAC 365-190-110. Establishes clear protection standards that were previously implied but not explicitly stated. The avoidance-first approach is consistent with the mitigation sequencing hierarchy already in the CAO.
14.10.060(E) (5)	Added new "Reporting" subsection listing required information for development in frequently flooded areas: site dimensions and elevations, nearby water bodies, proposed drainage systems, structures and impervious surfaces, native vegetation limits, and post-development grading contours.	Consistent with WAC 365-190-080. Provides a specific checklist of information the Director needs to evaluate flood impacts, rather than relying solely on the general critical area study requirements.
14.10.060(E) (6)	Added new "Compensatory Mitigation Requirements" subsection with detailed floodplain storage compensation standards, including: equivalent volume at equivalent elevations, hydrologic connection, vegetated storage areas, ecological function considerations, no net rise in flood elevations, and fish stranding prevention.	Consistent with WAC 365-196-830. When development does occur in a floodplain, displaced flood storage must be replaced. The detailed standards prevent common problems like creating storage areas that aren't actually connected to the flood source or that trap fish during flood events.

**CLEANUP — Gender-Neutral Language**

Section	What Changes	Why It Matters
Multiple sections	“His or her” changed to “their” in the Administrator definition (14.10.020). “He or she” changed to “the administrator” in sections 14.10.040(F)(4), 14.10.040(I)(2), and 14.10.060(B)(5)(c).	Modern legislative drafting standard. Replaces gendered pronouns with inclusive language or the specific title.
<b>MINOR CORRECTIONS</b>		
14.10.020	“Mitigation” definition: added missing period. “Frequently flooded areas” definition: corrected “limited tom” to “limited to.”	Typographical corrections.
14.10.060(A)	Wetland classification reference: “Publication No. 14-06-30” corrected to “14-06-030” (2 locations).	The correct Ecology publication number has a leading zero. Minor but avoids citation confusion.
14.10.060(E) (6)(a)	Compensatory mitigation: “iv.” corrected to “iv.” (Roman numeral four).	Typographical correction.
14.10.040(J)(1)	“Critical areas report” changed to “critical areas study.”	Aligns terminology with the rest of the ordinance, which uses “critical area study” consistently.

## Part 3: How the Geologic Site Assessment Works in Practice

Here is a simplified example of how the new GSA pathway would work for a typical homeowner:

**Scenario: A homeowner wants to build a house on a lot that has a steep slope mapped at the back of the property.**

**Step 1 — Application & Checklist.** The homeowner submits a building permit application and the critical areas review checklist. City staff reviews the checklist and the critical areas map.

**Step 2 — Preliminary Evaluation.** The administrator reviews the maps and information and identifies that the parcel contains or is near a mapped steep slope area. Under the old rules, this would typically trigger a requirement for a full geotechnical report.

**Step 3 — Geologic Site Assessment (NEW).** Instead of going straight to a full report, the homeowner hires a licensed geologist or geotechnical engineer to do a Geologic Site Assessment. The professional visits the property, looks at the site plan showing where the house, driveway, and utilities will go, walks the property, and evaluates whether the mapped steep slope actually affects the proposed building area.

**Step 4 — Professional Recommendation.** The professional writes a report documenting what they observed, takes photographs, and provides a recommendation:

**If the hazard doesn't affect the building area:** "The mapped steep slope is located approximately 150 feet from the proposed building envelope and would not be affected by the proposed construction. A full geotechnical report is not recommended." The administrator can waive the full report requirement.

**If there's some concern:** "The proposed driveway cut approaches within 30 feet of the slope crest. A geotechnical report scoped to evaluate the driveway cut and its effect on slope stability is recommended, but a full-scope report addressing the entire site is not warranted." The administrator requires a focused report.

**If the hazard clearly affects the building area:** "The proposed home is located on a slope of 35% with evidence of historic soil creep. A full geotechnical report is recommended." The administrator requires the full report.

**Step 5 — Administrator Decision.** The administrator reviews the GSA, accepts or rejects the recommendation (with written findings), and the project moves forward with the appropriate level of analysis. The administrator always retains authority to require a full report if they disagree with the professional's assessment.

**Why this matters for clarity:** Under the current ordinance, the pathways to assessments versus full geotechnical reports are confusing for staff, applicants, and the geotechnical professionals themselves. The existing code does not clearly distinguish between planning-level review requirements and building code requirements, resulting in inconsistent expectations about what a geotechnical submittal should contain and when one is needed. The

proposed amendments are intended to provide more concise information by establishing a clear, tiered process—GSA screening, scoped report, or full report—and by consolidating the planning and building code geotechnical requirements into a single, coherent set of report standards. This means that when an applicant hires a geotechnical professional, both the applicant and the professional have a clear understanding of exactly what the City requires at each stage of review.

**What this protects:** Public safety is maintained because every property in a mapped hazard area still gets professional evaluation. The difference is that the level of evaluation now matches the level of actual risk. A licensed professional—not the homeowner—makes the determination. The administrator retains override authority. And when a full report is required, the new ordinance actually strengthens those requirements by adding structure-specific evaluation, construction monitoring, and professional certification provisions that didn't exist before.

## Chapter 14.10 CRITICAL AREAS

### 14.10.010 Legislative purpose.

The purpose of this chapter is to comply with the provisions of the Washington State Growth Management Act of 1990, chapter 17, chapter 36.70A RCW, as amended, to supplement the development requirements contained in the Chelan Municipal Code, and to establish special standards for the use and development of lands based on the existence of critical areas including critical aquifer recharge areas, fish and wildlife habitat conservation areas, frequently flooded areas, geologically hazardous areas, and wetlands. Those critical areas are of special concern to the city. The standards and procedures established in this chapter are intended to protect critical areas and the public health, safety, and welfare by preventing the adverse impacts of development listed in this section while accommodating the rights of property owners to reasonable use of their property. By regulating development and alterations to critical areas this chapter seeks to:

A. Protect members of the public and public and private resources and facilities from injury, loss of life, property damage or financial losses due to flooding, erosion, landslide, seismic events or steep slope failure;

B. Protect unique fragile and valuable elements of the environment, including ravines and wetlands;

C. Mitigate unavoidable impacts to critical areas by regulating alterations in and adjacent to those areas;

D. Provide city officials with the information and authority to protect critical areas and implement the policies of the State Environmental Policy Act, chapter 43.21C RCW, the City of Chelan comprehensive plan, and the Growth Management Act of 1990.

The purpose of this chapter is to establish development regulations that protect designated critical areas, as defined by the Washington State Growth Management Act (GMA) (RCW 36.70A). The GMA requires counties and cities to include the best available science in developing policies and development regulations to protect the functions and values of critical areas. In addition, counties and cities are required to give special consideration to conservation or protection measures necessary to preserve or enhance anadromous fisheries. GMA-designated critical areas include: areas with a critical recharging effect on aquifers used for potable water, fish and wildlife habitat conservation areas, frequently flooded areas, geologically hazardous areas, and wetlands. The regulations of this Title are intended to:

1. Prevent degradation of critical areas;
2. Conserve, protect, and where applicable, restore critical areas and their functions and values;

3. Protect unique, fragile and/or valuable elements of the environment. These include ground and surface waters, anadromous fish species, and other fish and wildlife and their habitats;
4. Protect public health, safety, and general welfare from hazards associated with critical areas;
5. Further the goals and objectives of the City of Chelan Comprehensive Plan and all of its elements;
6. Implement the goals and requirements of the Washington Growth Management Act (RCW Chapter 36.70A);
7. Allow for reasonable use of all properties in the City of Chelan.

(Ord. 1397 § 7 (Exh. 6) (part), 2009; Ord. 944 § 1 (part), 1992)

### 14.10.020 Definitions.

When used in this chapter, the following terms shall have the following meanings unless the context indicates otherwise:

*Administrator* ~~means the planning director or his or her designee.~~ means the planning director or their designee.

*Alteration* means any human-induced action that changes the existing condition of a critical area. Alterations include, but are not limited to: Grading; filling; dredging; draining; channelizing; discharging pollutants except stormwater; paving, construction, application of gravel; modifying for surface water management purposes; vegetation removal or any other human activity that changes the existing landforms, vegetation, hydrology, wildlife or wildlife habitat of a critical area.

*Best management practice* is a method, technique or product, or some combination thereof, that has been demonstrated to be the most effective and reliable in minimizing impacts.

*Buffer* means an area of land immediately adjacent to a critical area that is protected from development or alteration, and may be restored or enhanced, to help protect critical area functions and values. A buffer may afford limited public access and accommodate certain other specified uses.

*Building setback* means the required separation between the top of a ravine sidewall and the foundation of a building or structure, measured on a horizontal plane and perpendicular to the top of the ravine sidewall.

*Critical aquifer recharge areas* are areas where an aquifer which is an essential source of drinking water is vulnerable to contamination that would create a significant hazard to public health. An aquifer is a saturated body of rock, sand, gravel or other geologic material that transmits significant quantities of water to a well or other source of drinking water.

*Critical area study* means an evaluation of a specific development site performed by a qualified professional as a part of a permitting process in the city or its UGA.

*Critical areas* include the following areas and ecosystems: Areas with a critical recharging effect on aquifers used for potable drinking water; fish and wildlife habitat conservation areas; frequently flooded areas; geologically hazardous areas; and wetlands.

*Critical areas review checklist* is a form provided by the city and completed by the applicant that provides an indication of the presence of critical areas and the critical area study information that will be required by the city.

*Development proposal* means any activity relating to the use and/or development of land requiring a permit or approval from the city, including but not limited to: Commercial or residential building permit; grading or clearing permit; conditional use permit; planned development; shoreline substantial development permit; variance or conditional use permit; subdivision; short subdivision; variance; rezone; or any subsequently required permit or approval not expressly exempted by this chapter.

*Emergency* means an unanticipated event or occurrence that poses an imminent threat to public health, safety, welfare or the environment, and that requires immediate action within a time too short to allow full compliance with these regulations.

*Erosion hazard areas* ~~include are those~~ areas likely to become unstable, such as bluffs, steep slopes, and areas with unconsolidated soils. These areas that can result in hazards to public health and safety when the ground is disturbed.

*Excavation and grading* is the mechanical removal of earth material, clearing of trees, brush, shrubs or grass, including any filling or leveling of surface contours.

*Fish and wildlife habitat conservation areas* are areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges, breeding habitat, winter range, and movement corridors, and areas with high relative population density or species richness. ~~are areas reserved for management and maintenance of fish and wildlife habitats, as designated in this chapter. Such areas serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges, breeding habitat, winter range, and movement corridors; and areas with high relative population density or species richness.~~ "Fish and wildlife habitat conservation areas" does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company.

The City may also designate locally important habitats and species.

- (a) Habitats of local importance designated as fish and wildlife habitat conservation areas are those areas found to be locally important by city ordinance.

Frequently flooded areas are lands in the flood plain subject to at least a one percent or greater chance of flooding in any given year, or within areas subject to flooding due to high groundwater. These areas include, but are not limited to, streams, rivers, lakes, coastal areas, wetlands, and areas where high groundwater forms ponds on the ground surface. means any area of special flood hazard, as designated in these regulations.

*Geologically hazardous area* means any area in the city or its UGA that, because of its susceptibility to erosion, sliding, earthquake, debris flows or other geological events, is not suited to the siting of commercial, residential, or industrial development consistent with public health or safety concerns.

Geotechnical assessment means an assessment prepared by a qualified professional for geological hazards detailing the surface and subsurface conditions of a site and delineating the areas of a property subject to geologic hazards. means an assessment prepared by a qualified professional for geological hazards detailing the surface and subsurface conditions of a site and delineating the areas of a property subject to geologic hazards. A geotechnical assessment is distinct from a Geologic Site Assessment and a geotechnical report, as defined in this section.

Geologic Site Assessment means a field-based evaluation prepared and signed by a qualified professional for geological hazards, conducted to determine whether a proposed development is located within or would be affected by a geologically hazardous area, and whether a full geotechnical report is warranted. A Geologic Site Assessment shall include, at minimum: (a) a site visit by the qualified professional; (b) review of the applicant's site plan depicting the proposed location of all structures, driveways, utilities, and areas of grading; (c) evaluation of the relationship between mapped or observed geologic hazards and the proposed development area; (d) consideration of slope gradient, soil conditions, drainage patterns, and indicators of instability within and adjacent to the proposed development area; and (e) a written report, signed and stamped by the qualified professional, documenting findings, professional opinions, and a clear recommendation as to whether a geotechnical report is or is not required, including the scientific and site-specific basis for that recommendation.

*Geotechnical engineer* is a person with a Washington State license in civil engineering who has at least four years of professional employment as a geotechnical engineer with experience in landslide, erosion and seismic hazards identification and mitigation.

*Geotechnical report* means a report that evaluates the site conditions and mitigating measures necessary to ensure that the risks associated with geologic hazards are eliminated on the site proposed to be altered. The geotechnical report shall be prepared by either an engineering geologist licensed by the State of Washington or a professional civil engineer licensed by the State of Washington. A civil engineer must also have four years of geotechnical experience evaluating geologically hazardous conditions and site development activities, such as landform recognition; unstable geologic units; roads;

structural footings, foundations and retaining walls; swimming pools and sport courts; and other activities such as timber removal, site disturbance and mining.

*Hydrogeologic evaluation* means a systematic study of geologic and ground water resources, focusing on near-surface geologic, ground water, and pollution sensitivity, for the purpose of determining any potential risk to human health, ground water quality, and the environment. The hydrogeologic report shall be prepared by a hydrogeologist licensed by the State of Washington.

*Impervious surface* means a hard surface area which prevents the entry of water into the soil surface and subsoils, such as would occur under natural conditions prior to development, or which causes water to run off the surface in greater quantities or at an increased rate of flow relative to natural conditions prior to development.

*Intermittent stream* means a stream that flows for only part of the year, including streams that flow for only hours or days after significant rainfall or during snowmelt.

*Landslide hazard areas* means areas potentially subject to landslides based on a combination of geologic, topographic and hydrologic factors. They include areas susceptible because of any combination of bedrock, soil, slope (gradient), aspect, structure, hydrology or other factors. The landslide hazard area includes areas that would be affected by landslide runout or concurrent debris flows.

*Mitigation* is an action involving avoidance, reduction or compensation for anticipated adverse impacts. The types of mitigation, from least to most intrusive, are listed in order of preference under the heading "Mitigation Sequencing" in section 14.10.040(J)(2).

*Monitoring* is the process of collecting and evaluating data to assess the biological, hydrological or geological performance of newly created, restored, rehabilitated and/or affected critical areas.

*Potential critical area* means any area that, based on the reference materials and designations in this chapter, is reasonably likely to be a critical area.

*Qualified professional* means a person with experience and training in the pertinent scientific discipline. A qualified professional must have obtained a B.S. or B.A. or equivalent degree and two years of related work experience.

- A qualified professional for fish and wildlife habitat conservation areas must have a degree in biology or a related academic field and professional experience with habitat management in the Inland Northwest.
- A qualified professional for wetlands must be a certified professional wetland scientist or a noncertified wetland scientist with a minimum of five years' experience as a wetlands professional in the Inland Northwest, including delineating wetlands using the state or federal manuals, preparing wetlands reports, conducting functional assessments, and developing and implementing mitigation plans.

- A qualified professional for geological hazards must be an engineering geologist, geologist or engineer licensed in the State of Washington, with experience evaluating the type of geologic hazard known or suspected to occur at the subject site.
- A qualified professional for aquifer recharge areas must be a hydrogeologist, geologist or engineer licensed in the State of Washington, with experience in preparing hydrogeologic evaluations.

*Ravine* means a steep-sided valley of a stream (whether perennial or intermittent) created by the wearing action of the stream and includes the sidewalls and the valley between the sidewalls.

*Ravine channel* means the area along a ravine including its channel, sidewalls, and adjacent hillside. A ravine channel has a minimum width of 200 feet, centered on the ravine stream channel. Where the top of ravine is more than 100 feet from the stream, the border of the ravine channel is 50 feet from the top of ravine. The top of ravine is defined as the abrupt break in slope of a ravine sidewall where the sidewall meets the surrounding hillside. The top of ravine also exhibits the boundary between little or no soil cover on the ravine sidewall and deeper soil profile of the surrounding hillside.

*Ravine sidewall area* means that portion of a ravine that abuts and rises from the ravine valley floor. Ravine sidewalls contain slopes predominantly in excess of 40 percent, although portions may be less than 40 percent. The toe of a ravine sidewall is the stream valley floor. The top of a ravine sidewall is typically a distinct line where the slope abruptly levels out. Where there is no distinct break in slope, the top is where the slope diminishes to less than 20 percent. Minor natural or manmade breaks in the slope of ravine sidewalls shall not be considered as the top. Benches with slopes less than 20 percent and containing developed or developable areas shall be considered as the top.

*Regulated wetland* means a wetland designated in this chapter.

*Seismic hazard area* means any area subject to severe risk of damage as a result of earthquake-induced ground shaking, slope failure, settlement, soil liquefaction, or surface faulting.

*Slope*, when used as a noun, means an inclined ground surface, the inclination of which is expressed as a ratio (percentage) of vertical distance to horizontal distance by the following formula:  $y_1 - y_2 / x_1 - x_2$ , where  $y_1$  and  $y_2$  are points on the vertical axis and  $x_1$  and  $x_2$  are points on the horizontal axis.

*Steep slope area* means any area in the city or its UGA in which slopes measure thirty percent or greater over a vertical distance of at least ten feet. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least ten feet of vertical distance.

*Streams* are surface water contained within a defined bed or channel, whether permanent or intermittent. This definition does not include ditches, canals, stormwater runoff devices or other entirely artificial watercourses. A stream which has been altered to carry naturally occurring waters is a stream within this definition.

*Wetland(s) or wetland areas* means areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support (and that under normal circumstances do support) a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas created to mitigate conversion of wetlands, if permitted by the county or city.

(Ord. 1533 § 6 (Exh. 4) (part), 2017: Ord. 1397 § 7 (Exh. 6) (part), 2009: Ord. 952 § 1, 1992; Ord. 944 § 1 (part), 1992)

#### **14.10.030 Reserved.**

Section 14.10.030 pertaining to establishment of sensitive areas was repealed by Ord. No. 1397 and was derived from Ord. No. 944, § 1 (part), 1992)

#### **14.10.040 General provisions.**

*A. Applicability.* All development or other alterations in or within 250 feet of critical areas, whether public or private, unless exempted or excepted by another provision of this chapter, shall comply with the requirements and purposes of this chapter. Responsibility for the enforcement of the provisions of this chapter shall rest with the administrator.

1. For the purposes of this chapter, "development" includes proposals which require any of the following: Commercial or residential building permit, grading or clearing permit, conditional use permit, planned development, shoreline substantial development permit, subdivision, short subdivision, variance, rezone or any subsequently required permit or approval not expressly exempted by this chapter.

2. Alterations include, but are not limited to, construction or exterior alteration of a structure or structures, dredging, drilling, dumping, filling, removal of vegetation or natural resources, placing of obstructions, modification of local surface streams or runoff, increase in infiltration of surface water, any project of a permanent nature or changes in the use of land or preparation for the change of use of land.

3. This chapter shall not alter the city's responsibility for the enforcement of the State Environmental Policy Act or the International Building Code.

*B. General exemptions.* The activities listed below are exempt from the provisions of this chapter. Exempt activities shall be conducted using all reasonable methods to avoid impacts to critical areas. The decision to declare an activity exempt shall be a Type IB procedure, subject to title 19. Exemption from this chapter shall not be considered

permission to degrade a critical area or ignore risks from natural hazards. Incidental damage to, or alteration of, a critical area that is not a necessary outcome of the exempted activity shall be restored or rehabilitated at the responsible party's expense. Applications for any development proposals submitted to the city and accepted as complete prior to the date of approval of the ordinance codified in this chapter shall also be exempt from the provisions of this chapter. Such proposals may be subject to other applicable codes of the city, state or federal government. The provisions of this chapter and any administrative rules promulgated hereunder shall not apply to the following:

1. Emergencies that threaten the public health, safety or welfare or the environment; provided, that once the immediate threat has been addressed, the actions undertaken as a result of the emergency shall be subject to and brought into full compliance with these regulations and any adverse impacts on critical areas shall be mitigated;
2. Maintenance and repair of structures and developments lawfully existing prior to the adoption of this chapter. "Maintenance" consists of usual actions necessary to prevent a decline, lapse or cessation from a lawfully established condition. "Repair" consists of the restoration of a development comparable to its original condition within two years of sustaining damage or partial destruction; provided, that the maintenance or repair activity remains consistent with the provisions of this chapter and does not increase its nonconformity. This exemption is limited to activity that does not intrude further into the critical area or its buffer and does not increase the potential impact to the critical area or to public safety, health, or welfare (including any increase in the potential of soil movement or risk of harm or damage to existing uses or development, or the public safety);
3. Normal and routine maintenance or repair of existing buildings, structures, roads, utilities, levees, or drainage or irrigation systems, provided the activity does not further alter, encroach upon, or increase impacts to critical areas or associated buffers;
4. Agricultural activities in existence on May 11, 1992. This includes the grazing of livestock; mowing of hay, grass or grain; and tilling, discing, planting, seeding, harvesting and related activities for pasture, food crops, grass seed or sod; provided, that such activities do not involve any expansion into the critical area or its buffer;
5. Site investigative work necessary for land use application submittals such as surveys, soil logs, test pits, percolation tests and other related activities. In every case, critical area impacts shall be minimized and disturbed areas shall be immediately restored to conditions that are equivalent to undisturbed conditions;
6. Education, scientific research, and passive recreational activities, including, but not limited to: Fishing, bird watching, hiking, hunting, boating, horseback riding, skiing, swimming, canoeing, and bicycling, within critical areas and their buffers, provided the activity does not alter the function of the critical area or its buffers, or increase risk to life or property. This exemption also applies to associated facilities (e.g., benches, trash receptacles, interpretive signs) provided they are located so that they will not interfere with the function of the critical area or its buffer or create a significant disturbance to vegetation; and

7. Forest practices regulated by the State of Washington.

*C. Public agency and utility exception.*

1. If application of this title would prohibit development or other alteration by a public agency or public utility, the agency or utility may apply for an exception pursuant to this section. To qualify for an exception the agency or utility must demonstrate that:

a. There is no other practical alternative to the proposed development which has less impact on critical areas;

b. The application of this title would unreasonably restrict the ability to provide utility services to the public;

c. The proposed use does not pose a threat to the public health, safety or welfare;

d. The proposal protects critical area functions and values to the extent feasible and provides for mitigation in accord with the provisions of this title; and

e. The proposal is consistent with other applicable regulations and standards.

2. Where a permit is required, a request for exception shall be submitted to the city with the permit application materials. Whether or not a permit is required, the request shall be supplemented with an explanation as to how the public agency and utility exception criteria are satisfied. The administrator may require additional information or studies to supplement the exception request.

3. A public agency and utility exception shall be processed according to the provisions of title 19, Administration of Development Regulations, governing a Type IB review process.

*D. Reasonable use exception.*

1. If the application of this chapter would deny all reasonable **economic** use of the subject property, development or other alteration that is consistent with the current zoning of the development site, the general purposes of this chapter, and the public interest may be allowed; provided, that the hearing examiner after a public hearing finds that:

a. This chapter would otherwise deny any reasonable use of the property that would have been permitted prior to adoption of this chapter; and

b. There is no other reasonable use with less impact on the critical area; and

c. The proposal does not pose an unreasonable threat to the public health, safety or welfare, on or off the property; and

d. The inability of the proponent to derive reasonable **economic** use of the property is not the result of actions taken after the effective date of this chapter; and

e. Any proposed alteration of the critical area or its buffer is the minimum necessary to allow for reasonable use of the property; and

f. No other reasonable use can be made of the property that will have a lesser adverse impact on the critical area and adjoining and neighboring lands; and

g. Any alteration is the minimum necessary to allow reasonable use of the property; and-

h. The proposal will result in no net loss of critical area functions and values consistent with the best available science; and

i. The proposal is consistent with other application regulations and standards.

2. Exception Request and Review Process. Where a permit is required, a request for a reasonable use exception shall be submitted to the city and shall include a critical area study, mitigation plan, and any other related documents such as permit applications to other agencies, special studies, and environmental documents prepared pursuant to the State Environmental Policy Act (Chapter 43.21C RCW and rules thereunder in Chapter 197-11 WAC)with the permit application materials. Whether or not a permit is required, the request shall be supplemented with an explanation as to how the reasonable use exception criteria are satisfied. The city may require additional information or studies to supplement the reasonable use exception request.

3. Where a request for a reasonable use exception is granted, impacts to critical areas and buffers shall be mitigated consistent with the purpose and standards of this chapter to the greatest extent feasible.

4. A reasonable use exception shall be processed according to the provisions of title 19, Administration of Development Regulations, governing a Type IB review process.

5. Director Review. The Director shall approve, approve with conditions, or deny the request based on the proposal's ability to comply with all the reasonable use exception criteria in Subsection D(1). The Director may consider additional information such as zoning, and comparable structure sizes and land uses of the surrounding area.

E. *Reference maps and materials.* The city shall maintain reference maps and materials that provide information on the general locations of critical areas and their functions and values. Since boundaries are generalized, the application of this chapter and the actual type, extent, and boundaries of critical areas shall be determined and governed by the designation and classification sections for each critical area. In the event of any conflict between the maps and the provisions of this chapter or the site-specific conditions, the provisions and/or site-specific conditions shall prevail. Reference materials shall include, but shall not be limited to, the following (or, where applicable, any subsequent or amended version):

1. City of Chelan generalized critical areas map.

2. Wetlands map, based on the National Wetlands Inventory (NWI) maps.

3. Washington State Wetlands Identification and Delineation Manual (the approved federal wetland delineation manual and applicable regional supplements).

4. Washington State Wetlands Rating System for Eastern Washington (Department of Ecology Publication No. 14-06-030, or as amended).
5. Wetlands in Washington State, Volumes 1 and 2 (Department of Ecology Publications No. 05-06-006 and No. 05-06-008, or as amended).
6. Maps of the City of Chelan prepared by the Source Water Assessment Program of the Washington State Department of Health, Division of Environmental Health, Office of Drinking Water (SWAP).
7. The Chelan County Soil Survey.
8. City of Chelan land use map and records for identification of areas in which aquifer contamination potential is high.
9. Fish and wildlife habitat maps, based on the Washington Department of Fish and Wildlife's current priority habitat and species data.
10. City of Chelan open space map.
11. Maps published by the Washington State Department of Natural Resources showing areas designated as quaternary slumps, earthflows, mud flows, lahars, or landslides.
12. Seismic Design Category Map for Residential Construction in Washington, Sheet 2.
13. The Flood Insurance Study for the City of Chelan, Washington, and the accompanying flood hazard boundary maps and flood insurance rate maps.
14. City of Chelan flood hazard areas regulations.
15. City of Chelan comprehensive plan.
16. City of Chelan shoreline master program.
17. Current applicable building codes.
18. Any approved critical areas studies, hydrogeologic evaluations, channel migration zone studies, special studies, or detailed studies.
19. Monitoring data.

*F. Critical areas review process.*

1. Reference materials. The city shall maintain a generalized critical areas map and other reference materials, per subsection E of this section, which may be used to locate known and potential critical areas. The city shall make the reference materials available for reference in the city offices and on the city website.
2. Preliminary evaluation. Submittal of a critical areas review checklist shall be required prior to any development or other alteration in or within 250 feet of a known or potential critical area, whether or not a permit is required for such an alteration. The application for any development proposal for which a permit is required shall include submittal of a

checklist by the applicant and completion of the checklist by city staff. Each checklist shall indicate whether any critical area(s) is located on the site. Said checklist shall be provided by the city. The first page shall be completed by the applicant and shall provide the administrator with the information necessary for the preliminary evaluation of the proposed alteration.

~~3. On receipt of a critical areas review checklist, the administrator shall conduct a preliminary evaluation, which shall include visiting the site and reviewing the following information:~~  
3. On receipt of a critical areas review checklist, the administrator shall conduct a preliminary evaluation, which may include a site visit, and shall include reviewing the following information:

- a. Any pertinent information provided by the applicant;
- b. The city's generalized critical areas map and other relevant reference materials; and
- c. Any other pertinent information including but not limited to the information on the critical areas review checklist and (when required) a SEPA checklist.

Based on the preliminary evaluation, the administrator shall determine whether or not sufficient information is available to evaluate the proposal.

~~4. If the administrator determines that the information presented is not sufficient to adequately evaluate the impact on critical areas of a proposed alteration, he or she shall notify the applicant that a critical area study is required. In the event that multiple critical areas occur on a given site, each critical area shall be addressed independently and all critical areas shall be addressed collectively for the purpose of determining development standards and appropriate mitigating measures.~~  
4. If the administrator determines that the information presented is not sufficient to adequately evaluate the impact on critical areas of a proposed alteration, the administrator shall notify the applicant that a critical area study is required. In the event that multiple critical areas occur on a given site, each critical area shall be addressed independently and all critical areas shall be addressed collectively for the purpose of determining development standards and appropriate mitigating measures.

~~5. In the case of landslide or erosion hazard areas, should the applicant question the presence of such areas on the site, the applicant may submit a geotechnical assessment prepared by a qualified professional for geological hazards. If the geotechnical assessment demonstrates, to the satisfaction of the administrator, that the proposed site is not located in any landslide or erosion hazard area, then the requirements of this chapter shall not apply. The geotechnical assessment shall include at a minimum the following:~~  
5. Geologic Site Assessment pathway. In the case of landslide, erosion, or steep slope hazard areas, an applicant may submit a Geologic Site Assessment, as defined in Section 14.10.020, prepared by a qualified professional for geological hazards to determine whether the proposed development would be adversely affected by geologically hazardous conditions and whether a full geotechnical report is warranted. The Geologic Site Assessment shall include, at a minimum, the elements required by the definition in Section 14.10.020. If the Geologic Site Assessment demonstrates, to the satisfaction of the administrator, that the proposed

development area is not within or would not be affected by a geologically hazardous area, and that the proposed development would not increase the potential for geologic hazards on-site or on adjacent properties, the administrator may waive the requirement for a critical area study. If the Geologic Site Assessment identifies potential geologic hazards within or affecting the proposed development area, the qualified professional shall recommend the scope of geotechnical report appropriate to address the identified hazards. The administrator retains authority to require a full geotechnical report notwithstanding a Geologic Site Assessment recommendation to the contrary, if the administrator determines that the assessment does not adequately address the geologic risks present at the site.

a. A discussion of the surface and subsurface geologic conditions of the site; a. The Geologic Site Assessment shall remain valid for a period of five (5) years from the date of the site visit, provided that site conditions and the proposed development have not materially changed.

b. A site plan of the area delineating all areas of the site subject to landslide and erosion hazards based on mapping and criteria referenced in this section. A map meeting the criteria set forth for a geotechnical report shall be included. b. A Geologic Site Assessment does not substitute for a geotechnical report where site conditions warrant further investigation. The administrator shall provide written findings when accepting or rejecting a Geologic Site Assessment recommendation.

#### G. *Vegetation removal.*

1. Critical areas review is required prior to removal of any vegetation, including nonnative vegetation, from a critical area or its buffer, whether or not development is proposed or a development permit is being sought. This provision applies to noxious weeds and invasive plant species, with the exception of hand removal or spot-spraying. If the administrator determines, based on a preliminary evaluation, that a critical area study is required, such removal of vegetation shall be incorporated in a mitigation plan designed to prevent erosion and facilitate establishment of a stable community of native plants. In all cases, including spot-spraying of noxious weeds and invasive plant species, any herbicide use must conform to all applicable laws, including labeling laws.

2. Unauthorized vegetation removal. Vegetation removal conducted without the appropriate review and approvals shall be mitigated in conformance with an approved mitigation plan meeting the standards of this chapter.

H. *Critical area study.* If the administrator determines that the site of a proposed development includes, is likely to include, or is adjacent to one or more critical areas, a critical area study may be required. When required, the expense of preparing the critical area study shall be borne by the applicant. The content, format and extent of the critical area study shall be approved by the administrator.

1. The requirement for a critical area study may be waived by the administrator if there is substantial evidence that:

a. There will be no alteration of the critical area(s) and/or the required buffer(s); and

b. The proposal will not impact the critical area(s) in a manner contrary to the purpose, intent and requirements of this chapter and the city's comprehensive plan; and

c. The minimum standards of this chapter will be met. c. The proposed development, as designed, does not require modifications to meet the minimum standards of this chapter.

2. No critical area study is required for proposals that are exempt from the provisions of this chapter as set forth under subsection B of this section, General Exemptions.

3. Every critical area study shall be completed by a qualified professional who is knowledgeable about the specific critical area(s) in question, and approved by the administrator.

4. At a minimum, a required critical area study shall contain the following information:

a. Applicant's name and contact information; permits being sought; and description of the proposal;

b. A copy of the site plan for the alteration proposal, drawn to scale and showing:

i. Identified critical areas, buffers, and the proposed alteration with dimensions;

ii. Limits of any areas to be cleared; and

iii. A description of the proposed stormwater management plan and any other plans that could affect surface hydrology or ground water infiltration for the development and consideration of impacts to drainage alterations and slope stability;

c. The names and qualifications of the persons preparing the report and documentation of any fieldwork performed on the site;

d. Identification and characterization of all critical areas within, or within 250 feet of, the project area or within any proposed buffer;

e. An assessment of the probable cumulative impacts to critical areas resulting from the proposed development of the site;

f. An analysis of site development alternatives;

g. A description of reasonable efforts made to apply mitigation sequencing, as defined in these regulations, to avoid, minimize, and otherwise mitigate impacts to critical areas;

h. A mitigation plan as set forth in subsection (J)(3) of this section;

i. A discussion of the performance standards proposed to ensure that ecological functions of critical areas are protected and health and safety hazards associated with critical areas are precluded;

j. Financial guarantees proposed to ensure compliance with mitigation plan and performance standards; and

k. Any additional information required for specific critical areas as listed in subsequent sections of these regulations.

5. The administrator may request any other information reasonably deemed necessary to understand impacts to critical areas.

*I. Development standards.*

1. Upon review of the critical area study, the administrator may require compliance with all or part of the development standards listed in this chapter. At a minimum, the administrator shall require that development mitigate any impacts that degrade the functions and values of critical areas in accordance with the mitigation provisions in subsection J of this section.

~~2. The administrator shall waive all or part of the development standards required by this chapter if he or she determines that the potential impact of the proposal (including impact on critical areas and impact on the public health, safety, and welfare) and the protection measures proposed have been previously reviewed pursuant to this chapter under separate application and that an adequate degree of protection has been provided.~~  
2. The administrator shall waive all or part of the development standards required by this chapter if the administrator determines that the potential impact of the proposal (including impact on critical areas and impact on the public health, safety, and welfare) and the protection measures proposed have been previously reviewed pursuant to this chapter under separate application and that an adequate degree of protection has been provided.

*J. Mitigation requirements.*

1. The applicant shall avoid all impacts that degrade the functions and values of critical areas. If alteration is unavoidable, all adverse impacts to critical areas and buffers resulting from the proposal shall be mitigated in accordance with an approved critical areas [report study](#) and SEPA documents. The location of the mitigation site shall be consistent with best available science and may be on site or off site.

2. Mitigation sequencing. Applicants shall use the least intrusive type of mitigation feasible, and shall demonstrate that less intrusive types of mitigation have been evaluated. The types of mitigation, from least to most intrusive, are:

a. Avoiding the impact altogether by not taking a certain action or parts of an action;

b. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps (such as project redesign, relocation, or timing) to avoid or reduce impacts;

c. In the case of frequently flooded areas and geologically hazardous areas, minimizing or eliminating the hazard by restoring or stabilizing the hazard area through engineered methods or other methods designed by a qualified design professional;

d. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment to historic conditions or the conditions existing at the time the project was initiated;

e. Reducing or eliminating the impact or hazard over time by preservation and maintenance operations during the life of the action;

f. In the case of critical aquifer recharge areas, frequently flooded areas, fish and wildlife habitat conservation areas, and wetlands, compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and

g. Monitoring the impact using a planned evaluation process and taking appropriate corrective measures.

3. Mitigation plan. When mitigation is required, the applicant shall submit for approval a mitigation plan as part of the critical area study. Mitigation plans shall be prepared by a qualified professional and shall be consistent with the relevant impacts indicated during mitigation sequencing. Mitigation measures specified in the mitigation plan shall be maintained over the life of the use and/or development. Approval of a mitigation plan shall be a Type IB procedure, subject to title 19. The mitigation plan shall include a written report identifying:

a. Mitigation objectives, including:

i. A description of the anticipated impacts to critical areas and their buffers, the type or types of mitigation proposed, and the purposes of the measures proposed, including site selection criteria; identification of compensation objectives; identification of critical area functions and values; and dates for beginning and completion of any on-site mitigation activities;

ii. The impacts of any proposed alteration of a critical area or buffer, including proposed mitigation activities, on the development site, other properties and the environment;

iii. A review of the best available science supporting the proposed mitigation and a description of the report author's experience to date in critical areas mitigation; and

iv. An analysis of the likelihood of success of the proposed mitigation.

b. Measurable criteria for evaluating whether or not the objectives of the mitigation plan have been successfully attained and whether or not the requirements of these regulations have been met. For any vegetation components of mitigation, mitigation plans shall include a performance standard of 100 percent survival for the first year of growth post installation, with no less than 80 percent survival at the end of the third year and fifth year.

c. Descriptions and specifications for any on-the-ground mitigation activities, including, but not limited to:

i. Proposed construction sequence, timing, and duration;

ii. Grading and excavation details;

iii. Erosion and sediment control measures;

iv. A planting plan specifying plant species, quantities, locations, sizes, and spacing; and

v. Measures to protect and maintain plants until established.

d. Where on-the-ground mitigation activities are proposed, construction and post-construction monitoring programs.

i. The purpose of the construction monitoring program is to monitor adherence to the mitigation specifications and any other requirements of these regulations.

ii. The purpose of the post-construction monitoring program is to determine whether mitigation objectives are being achieved and, if not, prescribe corrective measures. The program shall include a schedule for monitoring the project over a period adequate to establish that mitigation objectives have been met, generally at least five years from completion of the mitigation project, and shall describe the methods to be used in monitoring.

e. A list of potential corrective measures to be taken if monitoring or evaluation indicates project objectives are not being achieved.

4. Monitoring and reporting. The mitigation project shall include a five-year monitoring plan, or other monitoring time frame specified by local, state or federal permitting agencies, and scaled drawings of existing and proposed conditions. A monitoring report shall be submitted by the project proponent to the administrator according to the schedule specified in the mitigation plan, to document monitoring outcomes and any contingency actions. Monitoring reports associated with single-family residential development may be prepared by the property owner or applicant at the end of years one, three and five; provided, that the report fully addresses the performance standards and any other maintenance requirements prescribed by the mitigation plan, and provides as-built plans and comprehensive photo documentation. The city has the right to request that property owners and applicants hire a qualified professional to prepare the report if it is not adequate.

K. *Surety/bonding*. If a development proposal is subject to mitigation, maintenance, or monitoring plans, the city may require an assurance device or surety, in a form acceptable to the city attorney.

(Ord. 1533 § 6 (Exh. 5) (part), 2017; Ord. 1397 § 7 (Exh. 6) (part), 2009; Ord. 952 § 2, 1992; Ord. 944 § 1 (part), 1992)

#### **14.10.050 Appeal from decisions.**

A. The administrator's decision to approve, condition or deny a proposed alteration based on this chapter, unless otherwise specifically provided by ordinance, may be appealed to the city hearing examiner. Any appeal shall be in writing and submitted within ten days of the date of the city's decision. The provisions of chapter 19.06 shall govern the appeal procedure.

B. Any decision of the hearing examiner regarding the reasonable use exception or a decision of the administrator, unless otherwise specifically provided by ordinance, shall be

final. There shall be no further appeal to any other municipal board, officer, or the legislative authority of the city. Unless otherwise specifically provided by ordinance, any board decision shall be reviewable for unlawful, arbitrary, capricious or corrupt action or nonaction by writ of review before the Chelan County superior court; provided, that the application for writ of review shall be made to the court within ten days from any decision so to be reviewed. The costs of transcription of all records ordered certified by the court for such review shall be borne by the applicant at the rate prescribed by the administrator of this title. Such costs shall not exceed the amount necessary to reimburse the city for its expenses actually incurred.

(Ord. 1397 § 7 (Exh. 6) (part), 2009; Ord. 944 § 1 (part), 1992)

#### **14.10.060 Designation, classification, and protection.**

##### *A. Wetlands.*

1. *Designation.* Wetlands are those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include, but are not limited to, swamps, marshes, bogs, ponds, and similar areas. Wetlands do not include those artificial wetlands intentionally created from non-wetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from non-wetland areas to mitigate the conversion of wetlands. Wetlands in Chelan shall be designated according to the definition of wetlands in RCW 36.70A.030(21). Wetlands meeting the criteria of that definition shall be subject to these critical areas regulations.

2. *Classification.* Wetlands shall be classified according to the Washington State Wetlands Rating System for Eastern Washington (Department of Ecology Publication No. 14-06-030, or as amended). Wetland rating categories shall be applied as the regulated wetland exists on the date of the adoption or revision of the rating system by the Department of Ecology. As of the date of this writing, the rating system includes the following four categories:

a. *Category I.* Generally, such wetlands are not common and make up a small percentage of the wetlands in Eastern Washington. Category I wetlands include alkali wetlands, bogs and calcareous fens, wetlands with high conservation value that are identified by scientists of the Natural Heritage Program/DNR, mature and old-growth forested wetlands over one-quarter acre with slow-growing trees, forested wetlands with stands of aspen, and wetlands that perform many functions well, as measured by the rating system (scores between 22 and 27 points). Category I wetlands are those that:

- i. Represent a unique or rare wetland type;
- ii. Are more sensitive to disturbance than most wetlands;

iii. Are relatively undisturbed and contain ecological attributes that are impossible to replace within a human lifetime; or

iv. Provide a high level of functions.

b. *Category II.* Such wetlands are difficult, though not impossible, to replace. They provide high levels of some functions. Category II wetlands occur more commonly than Category I wetlands, but still need a high level of protection. Category II wetlands are:

i. Forested wetlands in the channel migration zone of rivers;

ii. Mature and old-growth forested wetlands over one-quarter acre containing fast-growing trees;

iii. Vernal pools; or

iv. Those wetlands that perform functions well, as measured by the rating system (scores between 19 and 21 points).

c. *Category III.* Such wetlands have generally been disturbed in some manner, and are often less diverse and/or more isolated in the landscape than Category II wetlands. They may not require as much protection as Category I and II wetlands. Category III wetlands are wetlands with a moderate level of functions, as measured by the rating system (scores between 16 and 18 points).

d. *Category IV.* Category IV wetlands have the lowest levels of functions, as measured by the rating system (scores fewer than 16 points), and are often heavily disturbed. These are wetlands that we should be able to replace, and in some cases improve. These wetlands do provide some important functions, and should be afforded some degree of protection.

3. Mapping. The approximate location and extent of wetlands are shown on maps maintained by the City, most current National Wetland Inventory (NWI), and other best available science sources. Other wetlands may exist that do not appear on the maps, and some wetland areas that appear on the maps may not meet all of the wetland designation criteria. The City shall update the maps periodically as new wetland areas are identified and as new wetland information becomes available.

4. Wetland boundary surveys. Wetland boundaries shall be delineated consistent with the standards and methods described in the U.S. Army Corps of Engineers 1987 Wetlands Delineation Manual, as amended, and the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region, as amended, and applicable regional supplements. The wetland boundary shall be field staked by the biologist for disclosure on all final plats, maps, critical area studies, etc. Wetlands that occur outside of or extend beyond the boundaries of the development site, onto adjoining properties, do not need to be flagged or formally delineated but their general location must be determined and disclosed in order to assess wetland buffer impacts.

5. Wetland Classification. Wetlands shall be classified according to the Washington State Wetlands Rating System for Eastern Washington (Department of Ecology Publication No. 14-06-030, or as amended).

**53. Critical areas review.**

a. Preliminary evaluation.

i. A preliminary evaluation shall evaluate known or potential wetlands on or within 300 feet of the site of a proposed alteration.

ii. At a minimum, the National Wetlands Inventory (NWI) maps, the city's generalized critical areas map, and any critical areas study that identifies wetlands in the vicinity of a development site shall be used in completing a critical areas checklist and in the city's review for the purpose of determining whether a critical areas study will be required.

b. Identification and delineation. Wetlands in shoreline jurisdiction shall be delineated using the procedure outlined in the approved federal wetland delineation manual and applicable regional supplements.

c. In addition to the general requirements for critical area studies, the required critical area study for any wetland shall include the following:

i. An overview of the methodology used to conduct the study;

ii. As part of the identification and characterization, a written assessment and accompanying maps of the wetlands and buffers within 300 feet of the project area, including the following information at a minimum:

(A) Wetland delineation and required buffers;

(B) Existing wetland acreage;

(C) Wetland category;

(D) Vegetative, faunal, and hydrologic characteristics;

(E) Soil and substrate conditions;

(F) Topographic elevations, at two-foot contours; and

(G) A discussion of the water sources supplying the wetland and documentation of hydrologic regime (locations of inlet and outlet features, water depths throughout the wetland, evidence of recharge or discharge, evidence of water depths throughout the year such as algal layers and sediment deposits).

iii. As part of the mitigation plan, a habitat and native vegetation conservation strategy that addresses methods to protect and enhance on-site habitat and wetland functions, including the following information at a minimum:

(A) Any proposed changes in wetland acreage;

(B) Any proposed changes in vegetation and fauna;

(C) Any proposed changes in surface and subsurface hydrologic conditions including an analysis of existing and future hydrologic regime, and proposed hydrologic regime for enhanced, created, or restored mitigation areas;

(D) Location of mitigation site or sites in the watershed and relationship to existing water bodies and to associated wetlands and related wetlands that may be greater than 300 feet from the project site;

(E) Any proposed changes in soil and substrate conditions and topographic elevations;

(F) Existing and proposed adjacent site conditions;

(G) Required wetland buffers (including any buffer reduction and mitigation proposed to increase the plant densities, remove weedy vegetation, and replant the buffers); and

(H) Ownership of mitigation site or sites.

d. An applicant should be aware that section 404 of the Federal Clean Water Act and other federal and state statutes may apply.

e. The information provided by the study will augment the database for the Chelan area maintained by the city.

**64. Development standards.**

a. *General.* No land surface modifications or alteration may take place and no improvement may be located in a regulated wetland except as specifically provided in this section and as provided by the exemptions described in section 14.10.040(B).

b. *Mitigation.*

i. If alteration of a regulated wetland is unavoidable, mitigation shall be adequate to ensure no net loss of wetland area and functions including lost time when the wetland does not perform the function.

ii. Wetland mitigation ratios shall be consistent with the table below.

Category and Type of Wetland	Creation or Reestablishment	Rehabilitation	<u>Preservation</u>	Enhancement
Category I: Bog, natural heritage site, <u>calcareous fens</u>	Not considered possible	Case by case	<u>24:1</u>	Case by case
Category I: Mature forested	6:1	12:1	<u>24:1</u>	24:1
Category I: Based on functions	4:1	8:1	<u>16:1</u>	16:1
Category II	3:1	6:1	<u>12:1</u>	12:1

Category and Type of Wetland	Creation or Reestablishment	Rehabilitation	Preservation	Enhancement
Category III	2:1	4:1	8:1	8:1
Category IV	1.5:1	3:1	6:1	6:1

iii. Compensatory mitigation for alterations to wetlands shall be used only for impacts that cannot be avoided or minimized and shall achieve equivalent or greater biologic functions. Compensatory mitigation plans shall be consistent with Wetland Mitigation in Washington State—Part 2: Developing Mitigation Plans—Version 1, (Ecology Publication No. 06-06-011b, Olympia, WA, March 2006 or as revised), and Selecting Wetland Mitigation Sites Using a Watershed Approach (Eastern Washington) (Publication No. 10-06-07, November 2010)

iv. To more fully protect functions and values, and as an alternative to the mitigation ratios above, the administrator may allow mitigation based on the "credit/debit" method developed by the Department of Ecology in "Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Eastern Washington: Final Report" (Ecology Publication No. 11-06-015, August 2012, or as revised).

v. Impacts to wetland buffers shall be mitigated at a 1:1 ratio. Compensatory buffer mitigation shall replace those buffer functions lost from development.

vi. The requirements of this section are in addition to the provisions of section 14.10.040(J).

c. *Essential public facility or utility.* The administrator may permit the placement of an essential public facility or utility in a regulated wetland. The administrator must determine that the public improvement must traverse a regulated wetland because no feasible alternative location exists. Compliance with all provisions of this chapter, including mitigation requirements, shall be required.

d. *Buffer widths.* Buffers shall be established adjacent to and outside of all regulated wetlands. Wetland buffers shall be measured horizontally in all directions from the outer edge of the wetland boundary as established in the field. Building setbacks are in addition to wetland buffers and are measured outward from the edge of the wetland buffer boundary. The following standard buffer widths shall be applied based on wetland category and habitat scoring unless a critical area study establishes, based on intensity of impacts, wetlands functions, or special characteristics as described in Appendix 8-D of Wetlands in Washington State, Volume 2: Managing and Protecting Wetlands (Department of Ecology Publication No. 05-06-008) as modified for the wetlands rating system in Department of Ecology Publication 14-06-030, 2014 Washington State Rating System for Eastern Washington Appendix 8-D, or as thereafter amended), that a greater or lesser buffer width would serve to protect the functions and values of a particular wetland:

Wetland Category	Standard Buffer Width	Additional Buffer Width if Wetland Scores 3-4 Habitat Points	Additional Buffer Width if Wetland Scores 5-7 Habitat Points	Additional Buffer Width if Wetland Scores 8-9 Habitat Points
Category I: Based on total score	75 ft	Add 15 ft	Add 45 ft	Add 75 ft
Category I: Forested	75 ft	Add 15 ft	Add 45 ft	Add 75 ft
Category I: Natural heritage wetlands	190 ft	NA	NA	NA
Category II: Based on total score	75 ft	Add 15 ft	Add 45 ft	Add 75 ft
Category II: Forested	75 ft	Add 15 ft	Add 45 ft	Add 75 ft
Category III (all)	60 ft	Add 30 ft	Add 60 ft	NA
Category IV (all)	40 ft	NA	NA	NA

The standard buffer widths assume that the buffer is vegetated with a native plant community appropriate for the ecoregion. If the buffer is unvegetated, sparsely vegetated, or vegetated with invasive species that do not perform needed functions, the buffer should either be planted to create the appropriate plant community or the buffer should be widened to ensure that adequate functions of the buffer are provided. Wetland buffer areas shall be retained in a natural condition or may be improved to enhance buffer functions and values. Where buffer disturbance is allowed pursuant to this Title, re-vegetation with native vegetation shall be required. Washington's noxious weed law (RCW 17.10) and the policies and recommendations of the Chelan County Noxious Weed Control Board shall be adhered to. Alterations of the buffer that are inconsistent with this Title shall be prohibited.

e. *Buffer width reduction with enhancement.* Buffers may be reduced by a maximum of 25 percent provided:

i. The critical area study demonstrates that the reduction will not:

(A) Adversely affect water quality;

(B) Destroy, damage, or disrupt a significant fish or wildlife habitat conservation areas; including scenic vistas;

(C) Adversely affect drainage and/or stormwater retention capabilities;

(D) Lead to unstable earth conditions or create erosion hazards; and

(E) Be materially detrimental to any other property in the area of the subject property or the city as a whole, including loss of scenic vistas;

ii. The remaining buffer is enhanced with vegetation to a condition that is comparable to a comparable undisturbed plant community in the ecoregion. Enhanced buffers shall be monitored and maintained to the same standard as on-the-ground mitigation.

f. *Buffer width reduction at road crossing.* The required buffer may be administratively modified where a legally established road crosses a wetland buffer. The administrator may approve a modification of the minimum required buffer width to the waterward edge of the improved road if a study submitted by the applicant and prepared by a qualified professional demonstrates that the part of the buffer on the upland side of the road sought to be reduced:

i. Does not provide additional protection of the wetland; and

ii. Provides insignificant biological, geological or hydrological functions relating to the waterward portion of the buffer adjacent to the wetland.

g. Wetlands and wetland buffers shall be retained in their natural condition, with the following exceptions:

i. The following activities may occur in wetlands or wetland buffers:

(A) Education, scientific research, and low impact recreation facilities, including unpaved walkways or trails and associated facilities (e.g., benches, trash receptacles, interpretive signs) located in the outer 25 percent of the buffer area; wildlife viewing structures; and fishing access areas without vehicle access; provided they are designed and approved as part of an overall site development plan;

(B) Selective pruning of trees for safety or view protection is allowed in wetland buffers. Where trees pose a significant safety hazard, they may be removed from wetland buffers. All other tree removal in wetland buffers shall be minimized through site design, and mitigated when the loss of a tree or trees results in loss of ecological function;

(C) Existing and ongoing agricultural activities (provided no expansion into undisturbed wetland areas occurs);

(D) Maintenance of existing facilities, structures, ditches, roads and utility systems;

(E) Site investigative work necessary for land use application submittals such as surveys, soil logs, percolation tests and other related activities. In every case, critical area impacts shall be minimized and disturbed areas shall be immediately restored; and

(F) Artificial wetland construction approved as part of an overall site development plan or restoration or enhancement plan.

ii. Where wetland or wetland buffer disturbance is unavoidable during adjacent construction, restoration and revegetation with native plant materials in accordance with an approved mitigation plan will be required.

*B. Critical aquifer recharge areas.*

1. *Designation.* To date there has been no site-specific delineation of critical aquifer recharge areas (CARAs) for the city or its UGA, although general maps have been prepared by the Source Water Assessment Program of the Washington State Department of Health, Division of Environmental Health, Office of Drinking Water (SWAP).

a. Until CARAs have been delineated (based on site-specific modeling), the City of Chelan designates the following lands within the city and its urban growth area as potential CARAs:

i. Areas of hydrologic susceptibility, including water bodies, surface water intake protection areas, and wellhead protection areas shown on the map prepared for Chelan County by the SWAP; wetland areas shown on the National Wetlands Inventory (NWI) map or on the city's generalized sensitive areas map; areas in which soils show permeability ratings of more than 20 inches per hour as shown in the Chelan County Soil Survey; and any other lands that have been specifically identified as critical aquifer recharge areas based on reliable scientific data; and

ii. Areas in which contamination potential is high, including landfills; agricultural activities that do not incorporate best management practices; industrial facilities with heavy chemical use; underground storage tanks; aboveground storage tanks; commercial facilities that use solvents; hazardous waste or contaminated sites identified by Department of Ecology; or electroplating facilities.

b. Once CARAs have been delineated, the areas identified by the delineation shall be designated as CARAs.

2. *Classification.* Critical aquifer recharge areas shall be classified as follows:

a. *Critical potential:* Water bodies, surface water intake protection areas, and wellhead protection areas.

b. *High potential:* Wetlands, areas in which soils show permeability ratings of more than 20 inches per hour, areas in which contamination potential is high, and any other lands that have been specifically identified as critical recharge areas based on reliable scientific data.

[3. Mapping. General maps have been prepared by the Source Water Assessment Program of the Washington State Department of Health, Division of Environmental Health, Office of Drinking Water \(SWAP\). These maps can be used as a resource for determining if further assessment is required.](#)

[4.3. Critical area review.](#)

a. *Preliminary evaluation.* In determining whether or not sufficient information is available to evaluate a proposal, the administrator shall, at a minimum, consider the map of water

bodies, surface water intake protection areas, and wellhead protection areas prepared for Chelan County by the SWAP; the city's wetlands and generalized sensitive areas maps; and the Chelan County Soil Survey, as well as considering the critical areas checklist and conducting a preliminary evaluation. A critical area study shall be required whenever the administrator determines that the information available is not sufficient to evaluate the proposal.

b. *Identification.* All development in or within 250 feet of any known or potential CARA, including all areas of hydrogeologic susceptibility and high contamination potential listed above, shall be subject to these critical areas regulations, including the critical areas review process and the requirement to complete a critical areas review checklist.

c. *Critical area study.* An applicant may request that the city declassify or reclassify a specific area designated as a CARA. The application must be supported by a critical area study that includes a hydrogeologic evaluation. The application to declassify or reclassify an area shall be reviewed by the administrator and a determination made regarding amendment of the map. The hydrogeologic evaluation shall include, at a minimum:

- i. Soil texture, permeability and attenuation properties including geologic setting, occurrence and movement of ground water;
- ii. Characteristics of the vadose zone (the unsaturated top layer of soil and geologic material) including permeability and attenuation properties;
- iii. Depth to ground water and/or impermeable soil layer;
- iv. Aquifer properties such as hydraulic conductivity and gradients, attenuation of contaminants;
- v. Quantities of ground water and other relevant factors; and
- vi. Potential for contamination of ground water due to the proposed action.

**54. *Development standards.*** The following standards apply in all CARAs:

a. If the critical area study or hydrogeologic evaluation identifies significant potential impacts to CARAs, the project applicant will be required to fully document those impacts and provide a discussion of alternatives by which the impacts could be avoided or prevented.

b. The applicant shall provide a detailed mitigation plan for any unavoidable potential impacts. The city may require that the mitigation plan include process control and remediation as appropriate. Best management practices shall be employed to avoid introducing pollutants into the aquifer.

~~c. All developments in CARAs shall be evaluated for potential to contaminate ground water resources and lake water quality. If the administrator determines that a high potential for contamination exists, he or she may require that further surface water quality controls be installed for a development prior to discharge from a site. Those controls may include wetponds, water quality swales, filtration or sedimentation ponds or other water quality~~

measures designed to protect aquifer and lake water quality.c. All developments in CARAs shall be evaluated for potential to contaminate ground water resources and lake water quality. If the administrator determines that a high potential for contamination exists, the administrator may require that further surface water quality controls be installed for a development prior to discharge from a site. Those controls may include wetponds, water quality swales, filtration or sedimentation ponds or other water quality measures designed to protect aquifer and lake water quality.

d. The following uses are prohibited in all CARAs:

- i. Mining of any type below the water table;
- ii. Processing, storage, and disposal of radioactive substances;
- iii. Hydrocarbon extraction;
- iv. Commercial wood treatment facilities on permeable surfaces;
- v. Wrecking yards;
- vi. Landfills for hazardous waste, municipal solid waste, or special waste; and
- vii. On-site septic systems on lots smaller than one acre without a treatment system that results in effluent nitrate-nitrogen concentrations below ten milligrams per liter.

e. In addition, the following uses are prohibited in areas of critical potential:

- i. Hazardous liquid transmission pipelines;
- ii. Sand, gravel, and hard rock mining on land that is not zoned for mining as of the effective date of the ordinance codified in this chapter;
- iii. Golf courses; and
- iv. Cemeteries.

f. Every alteration involving hazardous substance processing or handling that is located in or within 250 feet of a CARA shall provide containment devices adequate in size to contain on site any unauthorized release of hazardous substances from any area where those substances are stored, handled, treated, used, or produced. Containment devices shall prevent such substances from penetrating into the ground. This provision also applies to releases that may mix with storm runoff.

g. Every alteration involving hazardous substance processing or handling which is located in or within 250 feet of a CARA shall prepare a plan containing procedures to be followed to prevent, control, collect, and dispose of any unauthorized release of a hazardous substance.

h. Storage tanks.

i. All storage tanks proposed for location in or within 250 feet of a CARA must comply with local building code requirements and must conform to the 2003 International Fire Code requirements for secondary containment.

ii. Underground tanks. All new underground tanks located in or within 250 feet of a CARA shall be designed and constructed so as to:

(A) Prevent releases due to corrosion or structural failure for the operational life of the tank;

(B) Be protected against corrosion, constructed of noncorrosive material, steel clad with a noncorrosive material, or designed to include a secondary containment system to prevent the release or threatened release of any stored substance; and

(C) Use material in the construction or lining of the tank that is compatible with the substance to be stored.

iii. Aboveground tanks. New aboveground storage tanks located in or within 250 feet of a CARA must be installed, used and maintained so as to prevent the release of any hazardous substance to the ground, ground waters, or surface water in accordance with WAC Chapter 173-303:

iv. Aboveground and underground storage tanks or vaults used for the storage of hazardous substances, animal wastes, sewage sludge, fertilizers, other chemical or biological hazards, dangerous wastes, or any other substances, solids or liquids in quantities identified by the City of Chelan as a risk to groundwater quality, shall be designated and constructed to:

(A) Prevent the release of such substances to the ground, ground waters, or surface waters;

(B) Include an impervious containment area with a volume greater than the volume of the storage tank or vault to avoid an overflow of the containment area;

(C) Provide for release detection;

(D) Provide written spill response and spill notification procedures to the local fire district;

(E) Use material in the construction or lining of the storage containment area which is compatible with the substance to be stored to protect against corrosion or leakage, or otherwise designed in a manner to prevent the release or threatened release of any stored substance; and

(F) Comply with WAC 173-303 and 173-360 as well as International Building Code requirements.

i. Agriculture. New agricultural activities in or within 250 feet of a CARA shall use best management practices to prevent ground quality degradation from livestock waste. Existing agricultural activities in or within 250 feet of a CARA shall be encouraged to use best management practices to prevent ground quality degradation from livestock waste.

j. Sewage disposal. All residential, commercial or industrial alterations located in or within 250 feet of a CARA and within 150 feet of a public sewer system shall be connected to the sewer system.

k. Golf courses. Golf course operations proposed in or within 250 feet of a CARA shall be subject to a golf course maintenance plan using best management practices to protect ground water quality. The plan shall detail the proposed use of fertilizers, herbicides, pesticides, fungicides, or other maintenance agents, with projected application methods and schedules and measures to prevent pollution of ground water.

l. Commercial vehicle repair and servicing. New commercial vehicle repair and servicing in or within 250 feet of a CARA must be conducted over impermeable pads and within a covered structure capable of withstanding normally expected weather conditions. Chemicals used in the process of vehicle repair and servicing must be stored in a manner that protects them from weather and provides containment should leaks occur. No dry wells shall be allowed in CARAs on sites used for vehicle repair and servicing. Dry wells existing on the site prior to facility development must be abandoned using techniques approved by the Washington State Department of Ecology prior to commencement of the proposed activity. Existing commercial vehicle repair and servicing facilities shall be encouraged to comply with the provisions of this subsection.

m. The uses listed in the table below shall be conditioned in accordance with the applicable state and federal regulations as necessary to protect critical aquifer recharge areas:

*Table 1: Statutes, Regulations, and Guidance Pertaining to Ground-Water-Impacting Activities*

Activity	Statute—Regulation—Guidance
Aboveground Storage Tanks	WAC 173-303-640
Animal Feedlots	Chapters 173-216 and 173-220 WAC
Automobile Washers	Chapter 173-216 WAC, Best Management Practices for Vehicle and Equipment Discharges (WDOE WQ-R-95-56)
Chemical Treatment Storage and Disposal Facilities	WAC 173-303-182
Hazardous Waste Generator (Boat Repair Shops, Biological Research Facility, Dry Cleaners, Furniture Stripping, Motor Vehicle Service Garages, Photographic Processing, Printing and Publishing Shops, etc.)	Chapter 173-303 WAC
Injection Wells	Federal 40 CFR Parts 144 and 146, chapter 173-218 WAC

Activity	Statute—Regulation—Guidance
Junk Yards and Salvage Yards	Chapter 173-304 WAC, Best Management Practices to Prevent Stormwater Pollution at Vehicles Recycler Facilities (WDOE 94-146)
Oil and Gas Drilling	WAC 332-12-450, chapter 173-218 WAC
On-Site Sewage Systems (Large Scale)	Chapter 173-240 WAC
On-Site Sewage Systems (< 14,500 gal/day)	Chapter 246-272 WAC, Local Health Ordinances
Pesticide Storage and Use	Chapters 15.54 and 17.21 RCW
Sawmills	Chapters 173-303 and 173-304 WAC, Best Management Practices to Prevent Stormwater Pollution at Log Yards (WDOE 95-53)
Solid Waste Handling and Recycling Facilities	Chapter 173-304 WAC
Surface Mining	WAC 332-18-015
Underground Storage Tanks	Chapter 173-360 WAC
Waste Water Application to Land Surface	Chapters 173-200 and 173-216 WAC, WDOE Land Application Guidelines, Best Management Practices for Irrigated Agriculture

C. Fish and wildlife habitat conservation areas.

1. *Designation.* The City of Chelan designates the following lands within the city and its urban growth area as fish and wildlife habitat conservation areas:

a. Areas with federally-designated endangered, threatened, or sensitive fish and wildlife species have a primary association. The U.S. Fish and Wildlife Service and the National Marine Fisheries Service should be consulted for current federal listing status;

ba. All priority habitat and species areas shown on the Washington Department of Fish and Wildlife's (WDFW) priority habitat and species maps, as amended. WDFW should be consulted for current listing of priority habitats and species;

cb. All areas shown as wildlife habitat on the city's generalized critical areas map; and

de. All riparian and wildlife corridors shown on the city's open space map;

e. Waters of the state, including all surface waters, groundwater and all other watercourses in Washington as defined by WAC 365-190-130(2)(f); and

f. Lakes, ponds, streams, and rivers planted with game fish by a government or tribal entity.

2. *Classification.* The city shall use the following two general classifications of fish and wildlife habitat conservation areas:

a. *Priority habitat and species areas.* All priority habitat and species areas shown on the WDFW priority habitat and species maps (as amended) shall be classified as priority habitat and species areas.

b. *Fish and wildlife habitat conservation areas of local importance.* Designated fish and wildlife habitat conservation areas not shown on the WDFW priority habitat and species maps (i.e., any areas shown as wildlife habitat on the city's generalized critical areas map and any riparian and wildlife corridors shown on the city's open space map that are not priority habitat and species areas) shall be classified as fish and wildlife habitat conservation areas of local importance.

c. *Waters of the State.* For purposes of this Chapter, the City of Chelan hereby adopts the water typing system specified by WAC 222-16-030, as described below:

- I. *Type S.* all waters, within their ordinary high water mark, meeting the criteria as “shorelines of the state” and “shorelines of statewide significance” under RCW Chapter 90.58. The current list of Shoreline waters, along with their specific shoreline environments, is provided in the City of Chelan Shoreline Master Program. Type S streams and lakes are protected by the Shoreline Master Program, rather than through this Title.
- II. *Type F.* Segments of natural waters other than Type S Waters, which are within the bankfull widths of defined channels and periodically inundated area of their associated wetlands, or within lakes, ponds, or impoundments having a surface area of 0.5 acre or greater at seasonal low water and which in any case contain fish habitat.
- III. *Type Np.* All segments of natural waters within the bankfull width of defined channels that are perennial non-fish habitat stream. Perennial stream waters do not go dry any time of a year of normal rainfall. However, for the purpose of water typing, Type Np Waters include the intermittent dry portions of the perennial channel below the uppermost point of perennial flow.
- IV. *Type Ns:* All segments of natural waters within the bankfull width of the defined channels that are not Type S, F, or Np waters. These are seasonal, non-fish habitat streams in which surface flow is not present for at least some portion of a year of normal rainfall and are not located downstream from any stream reach that is a Type Np, F or S Water. Ns Waters must be upstream from and physically connected by an above-ground channel system to Type S, F, or Np Waters. [WAC 222-16-030]

3. *Mapping.* The approximate location and extent of fish and wildlife habitat conservation areas are shown on the City's critical area maps or other BAS sources, such as the WDFW Priority Habitats and Species maps, the United States Fish and Wildlife Service, and the National Marine Fisheries Service critical habitat maps. These maps are to be used as a guide and do not provide definitive information about fish and wildlife habitat

conservation area size or presence. Fish and wildlife habitat conservation areas may exist that do not appear on the maps. The City shall update the maps periodically as new fish and wildlife habitat conservation areas are identified.

4. Habitat boundary survey. If the Director determines that a fish and wildlife habitat conservation area may be present within the project vicinity, they may require the habitat area to be delineated and/or mapped by a qualified professional who is knowledgeable about fish and wildlife habitat conservation areas within the City of Chelan, or confirmed by WDFW. A survey performed by a qualified biologist may be necessary to determine the precise boundary of a habitat area. The boundary of aquatic habitats shall be the ordinary high watermark of the waterbody, unless otherwise defined in this Chapter. The management recommendations for Washington's priority habitats and species or federal equivalent should be used as a tool for identifying and delineating fish and wildlife habitat boundaries. The City may waive this requirement if there is adequate information available on the area proposed for development to determine the impacts of the proposed development and appropriate mitigating measures.

5. Riparian Buffers. Buffers shall be established and maintained to protect fish and wildlife conservation areas. Buffers refer to areas established and maintained to protect nonaquatic fish and wildlife habitat conservation areas.

a. Measurement. Riparian Buffers are measured from the OHWM horizontally landward. The Administrator may require the applicant to mark/flag the OHWM, using a qualified professional and survey of the markers by a Professional Land Surveyor, if the development is within 10 feet of the buffer or the OHWM is not clearly denoted.

b. Buffer widths. The following standard buffer widths shall be applied based on stream category as defined in WAC Chapter 222-16-030 Water typing system. †

<u>Stream Category</u>	<u>Buffer (feet)</u>
<u>S</u>	<u>160</u>
<u>F</u>	<u>160</u>
<u>Np</u>	<u>100</u>
<u>Ns</u>	<u>100</u>

c.

### 63. Critical area review.

a. Identification and preliminary evaluation.

i. At a minimum, the city's generalized critical areas map, the city's open space map, the PHS maps, and any critical areas study that identifies fish and wildlife habitat conservation areas in the vicinity of a development site, including current information and management recommendations on priority habitats and species identified by WDFW, shall be used to determine whether critical area review will be required for a proposed alteration, in

completing a critical areas checklist, and in the city's review for the purpose of determining whether a critical areas study will be required.

ii. Because species populations and habitat systems are dynamic, agency consultation shall be required where activities are proposed within 250 feet of a designated fish and wildlife habitat conservation area. The administrator shall consult with the WDFW and the [National Marine Fisheries Service](#) and U.S. Fish and Wildlife Service to determine the value of the site to federal or state identified endangered, threatened, sensitive, or candidate species [or critical habitats](#); animal aggregations considered vulnerable by the WDFW; and those species of recreational, commercial, or tribal importance that are considered vulnerable by the WDFW. The administrator shall also consult with the WDFW to determine whether the proposed action may affect priority habitat.

iii. In reviewing proposed alterations, the city shall consider the fish and wildlife habitat conservation areas classification in establishing buffer widths, mitigation requirements, and permit conditions. Any decision regarding establishment of buffers, buffer widths, access restrictions, vegetation conservation and restoration requirements, mitigation requirements, or permit conditions outside of shoreline areas subject to the Shoreline Management Act shall be a Type IB procedure subject to title 19. Lake Chelan and the Chelan River are shorelines subject to the Shoreline Management Act, and buffers have been assigned in the city's shoreline master program.

b. *Critical area study.* In addition to the general requirements for critical area studies, the required critical area study for any fish and wildlife habitat conservation areas shall include the following:

i. An evaluation of the presence or absence of regulated species. Consultation with the Washington State Department of Fish and Wildlife and review of the priority habitats and species map for the development site and the area within 250 feet of the site shall be required in developing the evaluation.

ii. A description of the nature and extent of the association of regulated species with the habitat conservation area and any critical ecological processes (such as feeding, breeding, resting, nesting and dispersal) occurring within the study area.

iii. A description of regulated species habitat requirements, seasonal range dynamics and movement corridor requirements, and relative tolerance of human activities and the cumulative effects of the previous development or future development in the region.

iv. An analysis of habitat quality, based on relative species diversity and species richness, in the study area.

v. An evaluation of the proposed alteration for its influence on the above wildlife factors and on the measures that are recommended to mitigate the potential degradation of animal and plant populations, reproduction rates, and overall habitat quality over the long term.

vi. Mitigation and management recommendations, including the width of any buffer required to protect habitat and species and any requirements for restoration of the buffer. Any relevant WDFW priority habitat and species management recommendations shall be

consulted in developing the mitigation and management recommendations and identifying habitat and species protection measures.

c. The information provided by a critical area study will augment the database for the Chelan area maintained by the city.

**74. *Development standards.*** In addition to the general provisions of this chapter and the requirements of the underlying zone, the following minimum standards shall apply to development activities within and adjacent to the specified fish and wildlife habitat conservation areas.

a. The proposed alteration shall be evaluated for its influence on regulated fish and wildlife habitat and species and for its ability to mitigate the potential degradation of animal and plant populations, reproduction rates, and overall habitat quality over the long term.

b. The following standards shall apply in all fish and wildlife habitat conservation areas:

i. All projects shall comply with the applicable federal, state and local regulations regarding protection of species and habitats identified upon a site.

ii. Outside of shoreline areas subject to the Shoreline Management Act, the administrator shall require the establishment of a buffer when, based on a critical area study, such a buffer is needed to protect the functions and values of a fish and wildlife habitat conservation area. Such buffers shall remain undisturbed or, where native vegetation has already been disturbed, shall be restored. Buffer widths shall reflect the classification and sensitivity of the habitat and the intensity of activity proposed, and shall be consistent with best available science.

iii. Within shoreline areas subject to the Shoreline Management Act, buffer widths have been assigned in the city's shoreline master program (SMP). Such areas shall be subject to all relevant provisions of the city's SMP. Lake Chelan and the Chelan River are shorelines subject to the Shoreline Management Act.

iv. Selective pruning of trees for safety is allowed in fish and wildlife habitat conservation area buffers. Where trees pose a significant safety hazard, they may be removed from such buffers. All other tree removal in such buffers shall be minimized through site design, and mitigated when the loss of a tree or trees results in loss of ecological function.

v. Selective pruning of trees for view protection may be allowed in fish and wildlife habitat conservation area buffers, subject to mitigation and enhancement based on an approved critical area study.

vi. Any approved alteration or development in a fish and wildlife habitat conservation area or its buffer shall be required to minimize impacts to native vegetation, including the composition and structure of the native plant community. Where disturbance is unavoidable, the applicant shall restore the area in accordance with the mitigation plan in the critical area study. New plantings shall be maintained in good growing condition and kept free of invasive weeds until well established.

vii. Subdivision of lands within fish and wildlife habitat conservation areas shall be subject to the following:

(A) All division of land shall be accomplished by planned development when a threatened or endangered species is verified to be present.

(B) All division of land shall be accomplished by planned development when 25 percent or more of the site falls within one or more designated fish and wildlife conservation areas.

viii. Projects shall be encouraged to participate in habitat preservation projects, such as the WDFW's Backyard Wildlife Sanctuary Program.

c. The following additional standards shall apply in priority habitat and species areas and their buffers:

i. Any uses and activities allowed within priority habitat and species areas shall be limited to those that will not adversely affect or degrade the habitat and threaten critical ecological processes identified in the critical area study. Buildings, roads, agriculture and other uses requiring large land areas shall not be permitted within priority habitat and species areas. Where feasible, corridors of critical habitat that maintain connections between high-quality habitat units shall be preserved.

ii. No development approval shall be granted unless mitigation of adverse effects will be provided that will ensure continuation of baseline populations for all priority habitats and priority species.

iii. Retention of native vegetation shall be encouraged. Native vegetation shall not be removed except in accordance with an approved critical area study. In such cases clearing shall be limited to those areas necessary and disturbed areas shall be replanted with site-appropriate native vegetation.

iv. Access to priority habitat and species areas or their buffers may be restricted in accordance with the findings of a critical area study, mitigation plan, PHS management recommendations or other best available science. Access restrictions may include fencing and signs, as needed to ensure protection of habitat functions and values. Restrictions may be seasonal.

d. Provided that adequate regional populations are maintained, development may be allowed in fish and wildlife habitat conservation areas of local importance when only species and habitats of local importance will suffer population declines or interruption of migration routes or reproduction habits; provided, that endemic species are preserved.

*D. Geologically hazardous areas.* The GMA addresses five kinds of geologically hazardous areas: Erosion hazard areas, landslide hazard areas, mine hazard areas, seismic hazard areas, and volcanic hazard areas. There are no known mine hazard areas or volcanic hazard areas in the City of Chelan or its UGA.

*1. Designation and classification.* The City of Chelan designates the following lands within the city and its urban growth area as geologically hazardous areas, and classifies them as shown below:

a. Erosion hazard areas, as follows:

i. Steep slope areas, as defined in this chapter.

ii. Areas containing soils that have been identified in the Soil Survey of Chelan County, Washington, as "highly erodible land" and "potentially highly erodible land."

iii. Ravines, as defined in this chapter.

iv. Channel migration zones, which are defined as the areas along a river or stream within which the channel(s) can be reasonably predicted to migrate over time as a result of natural and normally occurring hydrological and related processes when considered with the characteristics of the river and its surroundings.

v. Concave slope forms equal to or greater than fifteen percent (15%) with a vertical relief of ten (10) or more feet, except areas composed of consolidated rock.

vi. Slopes forty percent (40%) or steeper with a vertical relief of ten (10) or more feet, except areas composed of consolidated rock.

b. Landslide hazard areas, as defined in this chapter. For the purpose of determining whether a critical areas study will be required, the following areas shall be considered potential landslide hazard areas, subject to the critical areas review process in section 14.10.040(F):

i. Areas designated as quaternary slumps, earthflows, mud flows, lahars, or landslides on maps published by the Washington State Department of Natural Resources and those areas downslope of these areas that could be affected by landslide runout or debris torrents.

ii. Any area with a combination of all of the following:

(A) Slopes greater than 15 percent; and

(B) Hillsides intersecting geologic contacts with a relatively permeable sediment overlying relatively impermeable sediment or bedrock; and

(C) Springs or ground water seepage.

iii. Any area potentially unstable as a result of rapid stream incision, stream bank erosion, channel migration, or undercutting by wave action.

iv. Slopes that are parallel or sub-parallel to planes of weakness in subsurface materials such as bedding planes, joint systems and fault planes.

v. Areas with slope gradients of 50 percent or greater not composed of consolidated rock. These will be of at least ten feet of vertical relief.

vi. Areas of historic failures.

vii. Areas above or adjacent to unstable slopes that could be impacted if the landslide area expands.

viii. Deep-seated landslide areas characterized by one or more of the following features: scalloped ridge crests at the top of the slope, crescent shaped depressions, head scarps, side scarps, ponds or sag areas on mid slopes, benches and scarps on mid slope areas, hummocky ground, linear fractures in the ground. These features may be evident in aerial images, topographic maps, LiDAR imagery or on the ground.

c. Seismic hazard areas. Those areas in seismic design category D<sub>0</sub> on the Seismic Design Category Map for Residential Construction in Washington, Sheet 2.

3. Mapping. The approximate location and extent of geologically hazardous areas are shown on maps maintained by the City. Other geologically hazardous areas may exist that do not appear on the maps, and some geologically hazardous areas that appear on the maps may not meet the geologically hazardous areas designation criteria. The City shall update the maps periodically as new information becomes available and may require additional studies during the development review process to supplement and/or confirm the mapping.

### 32. Critical area review.

#### a. Preliminary evaluation.

i. *Erosion hazard areas.* In determining whether a critical area study is required for development in a known or potential erosion hazard area, the administrator shall, at a minimum, consider the generalized sensitive areas map and any geotechnical assessment, geotechnical report, hydrogeologic evaluation, channel migration zone study, or other special or detailed study that may identify such areas.

ii. *Landslide hazard areas.* In determining whether a critical area study is required for development in a known or potential landslide hazard area, the administrator shall consider the generalized sensitive areas; relevant maps published by the Washington State Department of Natural Resources showing areas designated as quaternary slumps, earthflows, mud flows, lahars, or landslides; and any geotechnical assessment, geotechnical report, hydrogeologic evaluation, channel migration zone study, or other special or detailed study that may identify such areas.

iii. *Seismic hazard areas.* Until a site-specific map of seismic hazard areas has been adopted, the Seismic Design Category Map for Residential Construction in Washington, Sheet 2, shall be used to make a preliminary identification of such areas for the purposes of determining the need for a critical area study.

b. *Critical area study.* ~~A required critical area study for geologically hazardous areas shall include a geotechnical report, prepared by a qualified professional, adequate to assess any risks of property damage, death, or injury resulting from development of the hazard area and establish mitigation measures. Said geotechnical report shall, at a minimum:~~ Prior to requiring a full geotechnical report, the administrator may allow an applicant to submit a Geologic Site Assessment, as defined in Section 14.10.020, to evaluate whether the proposed development is located within or would be affected by the geologically hazardous area identified during the preliminary evaluation. If the Geologic Site Assessment

demonstrates, to the satisfaction of the administrator, that the proposed development area is not within or would not be affected by the geologically hazardous area, the requirement for a geotechnical report may be waived. If the Geologic Site Assessment determines that the proposed development area is within or could be affected by a geologically hazardous area, the qualified professional shall recommend the scope of geotechnical report appropriate to address the identified hazards. Where a Geologic Site Assessment has not been submitted or has determined that geotechnical analysis is warranted, a required critical area study for geologically hazardous areas shall include a geotechnical report, prepared by a qualified professional, adequate to assess any risks of property damage, death, or injury resulting from development of the hazard area and establish mitigation measures. Said geotechnical report shall be signed, sealed, and dated by the qualified professional. Said geotechnical report shall, at a minimum:

i. Provide a map at a scale of one inch equals 200 feet showing:  
one inch equals 200 feet or finer, or at an equivalent digital resolution sufficient to clearly depict site features, showing:

(A) Contour lines at five-foot intervals; and

(B) The location of slopes between 15 and 29 percent, and slopes of 30 percent or greater; and

(C) Figures for area coverage of each slope category on the site.

ii. Describe site history, including any prior grading, site structures, soil instability, or slope failure.

iii. Determine the soil characteristics and geologic, topographic, soil moisture, ground water, and hydrologic conditions of the site that might be expected to create a significant hazard due to any geologic hazard and show the location of such hazardous areas.

Specifically, include:

(A) Slope stability studies and opinion of slope stability;

(B) Erosion vulnerability of site;

(C) Suitability of on-site soil for fill;

(D) A summary of all subsurface exploration data, including subsurface soil profile, exploration logs, laboratory or in situ test results, and ground water information and an interpretation and analysis of the subsurface data; and

(E) Building limitations.

iii-a. Evaluate the proposed placement and design of all structures and improvements, including buildings and their foundations, retaining walls and their effect on slope stability, driveways and access roads including the effects of cuts and fills, utilities including the effects of trenching on slope stability, and stormwater facilities, landscape irrigation systems, septic systems, and any other features that could introduce water into the soil or alter site drainage patterns.

iii-b. The geotechnical report shall include a site plan showing the proposed location of all structures, including buildings, retaining walls, driveways, utilities, stormwater facilities, and all areas of proposed grading or land-disturbing activity, with the locations and results of all subsurface explorations (e.g., borings, test pits, probes).

iv. Evaluate the proposed alteration's influence on the safety and stability of structures and any other risks of property damage, death, or injury resulting from development of the hazard area. Factors such as landscape irrigation, ponds or artificial stream channels, stormwater generation and the effect of street conveyance and utility placement should be included in the review of potential landslide hazard areas.

v. Specify appropriate mitigation measures, including design, development, and construction measures that will be taken to eliminate or minimize identified risks. Specify any recommended setbacks and/or buffers. Include specific engineering recommendations for design and any geotechnical special provisions. Specifically, include:

(A) Proposed angles of cut and fill slopes and site grading requirements;

(B) Structural foundation requirements and estimated foundation settlements;

(C) Soil compaction criteria;

(D) Proposed surface and subsurface drainage; and

(E) Lateral earth pressures.

vi. Include a soil erosion control plan that minimizes erosion from all disturbed areas with preventive measures described in the City of Chelan Surface Water Design Manual (chapter 5). Said measures may include silt fences, sedimentation ponds or other measures approved by the administrator. Revegetation shall include permanent revegetation measures. Permanent vegetation shall be established within one growing season.

vii. Include recommended construction sequencing, including any seasonal restrictions, temporary shoring or erosion control measures required during construction, and any construction monitoring recommended to verify that site conditions are consistent with those assumed in the report.

viii. The geotechnical report shall include a professional certification statement, signed and sealed by the qualified professional, confirming that the professional has personally visited the site, the report accurately represents conditions observed and results of investigations performed, and the recommendations are appropriate for the proposed development and identified hazards.

~~c. If an applicant can demonstrate, through submittal of a geotechnical assessment or best available science, that no landslide or erosion hazards exist on site, and that the proposed development would not increase the potential for landslide or erosion hazards downslope of the site, the requirement for a geotechnical report may be waived by the administrator.~~  
c. If an applicant can demonstrate, through submittal of a Geologic Site Assessment, geotechnical assessment, or other best available science, that no landslide or erosion hazards exist within the proposed development area of the site, and that the proposed

development would not increase the potential for landslide or erosion hazards on-site or downslope of the site, the requirement for a geotechnical report may be waived by the administrator.

d. Where a geotechnical report has been prepared and approved by the city within the last five years for a specific site, and where the proposed activity and surrounding site conditions are unchanged, said report may be utilized and a new report may not be required. The applicant shall submit a geotechnical assessment detailing any changed environmental conditions associated with the site.

e. In the case of development of an individual lot within a subdivision for which a valid geotechnical report has been prepared and approved by the city within the last five years, and where the only changes in surrounding site conditions are development and mitigation as specified in the report, said report may be utilized and a new report may not be required. The applicant shall submit a geotechnical assessment detailing any changed environmental conditions associated with the site and development affecting the site (e.g., roads, retaining walls, drainage structures, adjacent lots) and shall describe the performance of any mitigation actions at the subdivision.

~~f. Geologically hazardous areas may be present at the site that cannot readily be identified based upon the criteria of subsection (D)(1) of this section. Geologically hazardous areas of unknown risk include areas where data is not available to determine the presence or absence of a geological hazard. The administrator may require a geologic site assessment and/or geotechnical report to determine the actual presence or absence of a geologically hazardous area.~~  
f. Geologically hazardous areas may be present at the site that cannot readily be identified based upon the criteria of subsection (D)(1) of this section. Geologically hazardous areas of unknown risk include areas where data is not available to determine the presence or absence of a geological hazard. The administrator may require a Geologic Site Assessment and/or geotechnical report to determine the actual presence or absence of a geologically hazardous area. †

#### 43. Development and Protection standards.

a. Any development or other alteration that would pose a foreseeable risk to the public, public or private resources and facilities, or the natural environment is prohibited.

b. Erosion hazard areas.

i. In order to prevent or mitigate potential hazards to life, property or the natural environment, development in or adjacent to erosion hazard areas shall be discouraged.

ii. Public or private development will be permitted in erosion hazard areas where mitigation approved by the city and adequate to protect members of the public and public and private resources and facilities from injury, loss of life, property damage or financial losses due to erosion, landslide, seismic events or steep slope failure is feasible.

iii. Excavation and grading shall be minimized in all erosion and steep slope areas and shall comply in full with the adopted building code in chapter 15.04.

iv. Ravines and Ravine Sidewalls.

(A) Development in ravines and ravine channels shall be limited to erosion or sedimentation control features and roadway crossings that provide for adequate drainage and that have been approved by the public works director of the city.

(B) Proposed alterations that are adjacent to ravine sidewalls shall maintain a building setback from the top of the ravine of no less than 50 feet. All drainage within the setback shall be directed 100 feet away from the ravine sidewall, or if not feasible, to the ravine stream using closed pipe and energy dissipation structure. This section shall not apply to existing piped streams, nor to lands already developed as of the effective date of these regulations. Lands already developed shall manage the ravine setback based on recommendations of a qualified professional to the satisfaction of the administrator.

(C) A 50-foot undisturbed buffer of native vegetation shall be established from the top, toe, and sides of all ravine sidewalls and bluffs.

(D) The administrator may approve a reduction in the width of the required buffer, to a minimum width of 25 feet, when an approved critical area study demonstrates all of the following:

(1) The development proposal will result in minimal risk of soil instability; and

(2) Special mitigation measures regarding design, construction, and maintenance can reasonably be employed to minimize adverse impacts to soil, slopes, and natural vegetation associated with the proposal; and

(3) The proposal represents minimal disruption of existing native vegetation.

(E) The administrator may require increased buffers if an approved critical area study indicates such increases are necessary to mitigate geologic hazards, or as otherwise necessary to protect the public health, safety, and welfare.

v. Development may occur in steep slope areas only after the following standards have been met:

(A) Development must be located to minimize disturbance and removal of vegetation and also to protect the most sensitive areas (including areas of erosive soils, areas at risk of erosion by wind or water, and areas of dense vegetation) and retain open space. The use of continuous greenbelt areas shall be encouraged; and

(B) Structures must be clustered where possible to reduce disturbance and maintain natural topographic character. Common access driveways shall be considered as a means of reducing construction disturbances; and

(C) Where possible, structures must conform to the natural contour of the slope and foundations must be tiered to conform to existing topography of the site.

vi. Unless a grading plan prepared by a licensed civil engineer is provided and approved by the administrator, disturbance of a development site shall generally not exceed the following for the slope categories indicated:

*Table 2: Maximum Amount of Slope That May Be Disturbed*

Slope Category	Factor
Slopes 30—40% (60% of the site or more)	0.60
Slopes 40% + (also see landslide hazard area)	0.30

The overall amount of disturbance allowed on development sites which have any combination of the above slope categories shall be determined by the following formula:

[Square footage of the area within the slope category x slope factor] = Total amount of allowable disturbance for that slope classification.

The total amount of allowable disturbance for the site is the sum of all the allowable disturbance totals for each slope category.

c. Landslide hazard areas. Hillsides containing or within 250 feet of landslide hazard areas shall be altered only when the administrator concludes, based on environmental information provided by a qualified professional, that:

i. There will be no increase in surface water discharge, subsurface water, or sedimentation to adjacent properties; and

ii. There will be no decrease in slope stability on adjacent properties; and

iii. Either:

(A) There is no hazard as indicated by professional review of potential landslide activity in the recent past in the vicinity of the proposed development and a quantitative analysis of slope stability indicates no significant risk to the proposed development or to the health or safety of humans or the environment of the subject property or adjacent properties; or

(B) The landslide hazard area can be modified or the proposed development can be designed so that the landslide hazard is eliminated or mitigated so that the site is as safe as a site without a landslide hazard; or

(C) The proposal is so minor as not to pose a threat.

d. Seismic hazard areas. All development activities in seismic hazard areas shall conform to the applicable building code.

5. Reporting. If the Director concludes that a geologically hazardous area is located on or adjacent to the alteration or development and/or the alteration or development is at risk from potential geologic hazards, the applicant shall submit a Geotechnical Report consistent with the provisions of CMC Chapter 11.86—Geologically Hazardous Areas Overlay District, and the provisions of Section 14.10.060(D)(2)(b), and prepared by a qualified engineer or engineering geologist.

E. *Frequently flooded areas.*

1. *Designation.* The City of Chelan designates the following lands within the city and its urban growth area (UGA) as frequently flooded areas:

a. All areas of special flood hazard indicated in the flood insurance study for the City of Chelan, Washington, and the accompanying flood insurance rate maps, as revised or amended; and

b. Any areas of special flood hazard indicated in the flood insurance study for Chelan County, Washington, and the accompanying flood insurance rate maps, as revised or amended, that are within the city or its UGA; and

c. All additional areas of special flood hazard identified by any special or detailed study.

2. *Identification.* Critical area review shall be required prior to development in any area that appears to be a frequently flooded area to determine whether the proposed development is within an area of special flood hazard. The critical area review shall be conducted using applicable existing flood insurance studies, flood hazard boundary maps, flood insurance rate maps, special or detailed studies, and information prepared by the Federal Emergency Management Agency.

3. *Development standards.* All development must comply in full with the city's flood hazard areas provisions, chapter 15.10, as those provisions may be amended.

4. *Protection Standards.*

a. *Avoidance.* All new development shall be located outside of frequently flooded areas, if at all possible and will follow the standard mitigation sequencing process.

b. *Floodplain storage.* New uses or developments shall not reduce the effective flood storage volume, alter the direction of flood flows, or concentrate flood flows within a frequently flooded area. If proposed grading, fill, or other alteration or development would reduce effective flood storage volume, then flood storage mitigation.

5. *Reporting.* The Director's approval of a new use or development within a frequently flooded area shall be contingent upon the general critical areas [study](#) requirements of CMC 14.10.060 and the following:

a. The nature, location, dimensions, and elevations of the project property;

b. Names and location of all lakes, water bodies, streams, and drainage facilities within three hundred (300) feet of the site;

c. The proposed drainage system including, but not limited to, storm sewers, overland flow paths, detention facilities, and roads;

d. Existing and proposed structures, fill, pavement, and other impervious surfaces, and locations for storage of hazardous materials;

e. Existing native vegetation and proposed clearing limits; and

f. If the proposed development involves grading, excavation, or filling, include proposed post-development terrain at one (1) foot contour intervals.

6. Compensatory Mitigation Requirements.

a. Floodplain storage. If development occurs within a frequently flooded area, the volume of space occupied by the authorized fill or structure below the base flood elevation shall be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the base flood elevation. Compensatory storage shall comply with the following:

i. Provide equivalent volume at equivalent elevations to that being displaced. For this purpose, “equivalent elevation” means having similar relationship to ordinary high water and to the best available ten (10)-year, fifty (50)-year, and one hundred (100)- year water surface profiles;

ii. Provide flood storage that is hydrologically connected to the source of flooding;

iii. Provide flood storage in an area that is vegetated;

iv. Consider the existing and future ecological hydrologic functions of the impact and mitigation sites;

v. Result in no net rise of flood elevations (when the mitigation will occur at a distance from the fill location);

vi. Areas below the waterline of a pond or other body of water cannot be credited as compensatory storage;

vii. Provide flood storage in the same construction season as when the displacement of flood storage volume occurs and before the flood season begins; and

viii. If the newly created storage area is accessible to fish during flood events, the area shall be designed, graded, and maintained to prevent fish stranding.

(Ord. 1533 § 6 (Exh. 6) (part), 2017; Ord. 1397 § 7 (Exh. 6) (part), 2009; Ord. 952 §§ 3—6, 1992; Ord. 944 § 1 (part), 1992)

### **14.10.070 Warning and disclaimer of liability.**

The degree of hazard protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Catastrophic natural disasters can, and will, occur on rare occasions. This chapter does not imply that land outside the critical areas or activities permitted within such areas will be free from exposure or damage. This chapter shall not create liability on the part of the city, and officers or employees thereof, for any damages that result from the reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. 1397 § 7 (Exh. 6) (part), 2009; Ord. 944 § 1 (part), 1992)

#### **14.10.080 Reserved.**

Section 14.10.080 pertaining to nonconforming developments was repealed by Ord. No. 1397 and was derived from Ord. No. 944, § 1 (part), 1992 and Ord. No. 952, § 7, 1992.

#### **14.10.090 Administration.**

The administrator is directed to administer the provisions of this chapter, including attaching such conditions to the granting of any approval under this chapter as may be deemed necessary to protect critical areas, and may appoint other employees as may be necessary to assist in its administration. The city shall adopt and revise, as required, such forms and instructions as are necessary or appropriate to serve the public and carry out the provisions of this chapter.

(Ord. 1397 § 7 (Exh. 6) (part), 2009; Ord. 944 § 1 (part), 1992)

#### **14.10.100 Violations, penalties, and enforcement.**

Except as otherwise expressly provided, violations of this chapter shall be enforced according to the uniform procedures set out in chapter 2.80.

(Ord. 1502 § 4 (Exh. H), 2015; Ord. 1397 § 7 (Exh. 6) (part), 2009; Ord. 944 § 1 (part), 1992)

#### **14.10.110 Criminal penalties.**

As an alternative to any other judicial or administrative remedy provided in this chapter or by law or other ordinance, any person who willfully or knowingly violates any provision of this chapter, or any order issued pursuant to this chapter, or by each act of commission or omission procures, aids, or abets such violation is guilty of a misdemeanor and, upon conviction thereof, shall be punished as set forth in section 1.24.010.

(Ord. 1397 § 7 (Exh. 6) (part), 2009; Ord. 944 § 1 (part), 1992)

#### **14.10.120 Reserved.**

Section 14.10.120 pertaining to critical areas review checklist was repealed by Ord. No. 1533 and was derived from Ord. No. 944, § 1 (part), 1992; Ord. No. 952, § 8, 2009 and Ord. No. 1397, § 7 (Exh. 6) (part), 2009.

## Liaison Committee Report

**Name of Meeting: \***

Chelan fire and rescue

**Date of Meeting: \***

2026-03-18

**Key Meeting Notes: \***

Meeting notes should consist of key agenda items that had significant discussion. Each item can be briefly summarized in 2 - 4 sentences.

Consent agenda approved.

Chiefs report. 2026 budget presented.

Emergency response report. 68 calls for February 63% ems.

TIF update from commissioner Jones. discussed strategic plan and policy manual update. Commissioner Edinger talked about his concerns with the North Shore Trail Proposal.

Agenda attached

**Upload applicable meeting documents here if available:**

Max upload is 25MB per file

Chelan fire and rescue 3-18-26.pdf

436.7KB

**Submitted By**

**Signature \***

*Jon M. Higgins*

**Signature Date \***

2026-03-19



**AGENDA**  
**Chelan Fire and Rescue**  
**Wednesday, March 18, 2026, at 3:00 P.M.**  
**232 East Wapato Ave, Chelan, WA 98816**



The CFR Board of Commissioners will conduct the meeting in person at the fire station; you are welcome to join via Zoom. The public is welcome to join by following this link: <https://us02web.zoom.us/j/87284665516> Meeting ID: 872 8466 5516 or dial +1 253 215 8782

*Proposed Chelan Fire and Rescue agenda pending Board approval.*

**Flag Salute**

**Appointed Commissioner Swearing-in Ceremony:**

**Roll Call**

**Regular Meeting Call to Order:**

**Approval of Agenda:**

**Public Comment:**

**Consent Agenda:**

- Revenue and Expenditure Report: January 2026 & February 2026
- Payroll: 1/26/2026 to 02/22/2026 Paid 03-05-2026 Benefits: \$129,074.86, Salaries/Wages (Net) \$122,596.77 Total \$251,671.63.
- General Account Vouchers 02/06/2026 Transaction #182 to # 197 for \$11,495.68; 2/13/2026 Transaction #201 to #217 for \$23,311.58; 02/20/2026 Transaction #219 to #239 for \$19,881.88; Transaction #244 to #255 \$ 13,903.64
- Capital Purchase: 02/21/2026 Transaction # 240 \$ 9,473.21
- Minutes: Regular Meeting February 18, 2026

**Commissioners Report and Updates (Board of Commissioners)**

**Fire Chief Report:**

- 2026 Budget & Financial Report – January 2026 & February
- February– Emergency Response Report / Community Risk Reduction / Station & Apparatus Update

**Assistant Fire Chief Report (Asst. Chief Sherman)**

- Volunteer Recruitment / Training
- Operations

**Unfinished Business:**

- TIF Update (Commissioner Jones & Chief Asher)
- Moving Accounts Payables and Payroll from County System Update (AOM Fifield)
- 2027 – 2031 Strategic Plan (Commissioner Donnell & Chief Asher)
- 2026 Policy Manual Update (Commissioner Donnell)
- Station 75 Parcel Sale
- North Shore Trail Proposal (Commissioner Edinger)

**New Business:**

- 

**Special Events:**

- KOZI – Community Connection Thursday, March 19 @ 8:10 Chief Asher and Commissioner Donnell
- March- Taste Chelan Taste Tour
- Earth Day April 18
- Chelan Fire and Rescue 100 Year April 18
- Lake Chelan Eagles Easter Egg Hunt April 4 from 12-2
- Easter Egg Round Up, April 4, Chelan Rustlers from 12-3

**Board for Volunteer Firefighters:**

**Public Comment:**

**Commissioner's Closing Comments:**

- The next scheduled Regular Commissioner meeting is April 15, 2026

**Executive Session:**

**Adjournment:**

## Liaison Committee Report

**Name of Meeting: \***

Parks and Recreation Advisory Board March Mtg

**Date of Meeting: \***

2026-03-19

**Key Meeting Notes: \***

Meeting notes should consist of key agenda items that had significant discussion. Each item can be briefly summarized in 2 - 4 sentences.

CTO:516pm

Agenda Changes: Presentation from Nordica Saunas on their mobile sauna/cold plunge concept as a vendor within the Chelan Parks. Pilot project concept and very early stages.

CMC 2.17 update to the board that it has been pushed for city council consideration until April

Lakeside Park Renovation update and presentation on status with pictures . (see attached packet)

New Business:

2026 Summer Parks Plan areas of focus and discussion: Security, Parking Enforcement, Signage and facility improvements, Public Communication.

Facility use fees: Creating a waiver policy. Very beginning of conversations about how to go about, plan, implement and excute. Conversation among PARAB members

Adj: 7pm

**Upload applicable meeting documents here if available:**

Max upload is 25MB per file

Parks Agenda Packet 3.19.26.pdf

11.78MB

**Submitted By**

**Signature \***



**Signature Date \***

2026-03-19

**CITY OF CHELAN  
PARKS AND RECREATION ADVISORY  
BOARD AGENDA**

1. CALL TO ORDER AND ROLL CALL
2. AGENDA CHANGES
3. CITIZEN COMMENTS  
Items not on the agenda. Time limited per the President.
4. MINUTES
  - A. February 19, 2026 Parks and Recreation Advisory Board Minutes.  
  
Suggestion Motion: I move to approve the February 19, 2026 Parks and Recreation Advisory Board Minutes.
5. OLD BUSINESS
  - A. Chelan Municipal Code 2.17 Update
  - B. Lakeside Park Renovation Update
6. NEW BUSINESS
  - A. Summer 2026 Parks Planning
  - B. Parks Facility Use & Fee Waiver Future Policy Discussion
7. PARKS AND RECREATION DIRECTOR AND CITY STAFF COMMENTS
8. BOARD COMMENTS
9. ADJOURNMENT  
Final Comments / Motion to Adjourn Suggested Motion: I move to adjourn the meeting.



**CITY OF CHELAN**  
**Parks and Recreation Advisory Board Meeting**  
**February 19, 2026**

**BOARDMEMBERS AND ADMINISTRATIVE PERSONNEL PRESENT**

**Boardmembers:**

Janet Heg  
Brad Nelson  
Linda Reister  
Todd Higley

**Staff Present:**

Parks and Recreation Director Audrey Cooper

**Absent**

Mat Engstrom

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 5:15pm.

2. AGENDA CHANGES

No Agenda Changes

3. CITIZEN COMMENTS

Items not on the agenda. Time limited per the President.

None

4. MINUTES

A. January 15, 2026 Meeting Minutes

<b>MOTION:</b>	I move to approved the January 15, 2026 Minutes
<b>MOVER:</b>	Boardmember Brad Nelson
<b>SECONDER:</b>	Vice President Todd Higley
<b>AYES:</b>	Boardmember Brad Nelson, Vice President Todd Higley, President Linda Reister, Boardmember Janet Heg
<b>NAYS:</b>	None

<b>RESULT:</b>	Passed
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5. OLD BUSINESS

A. Chelan Municipal Code 2.17 Review & Discussion

Parks board members reviewed and discussed the updates presented to CMC 2.17, which incorporated requested updates on reporting on golf course operations. Parks Director Cooper provided the timeline the code updates would go through City Council for approval.

<b>MOTION:</b>	I move to recommend the changes to CMC 2.17 to City Council for final approval.
<b>MOVER:</b>	Vice President Todd Higley
<b>SECONDER:</b>	Boardmember Brad Nelson
<b>AYES:</b>	Boardmember Brad Nelson, Vice President Todd Higley, President Linda Reister, Boardmember Janet Heg
<b>NAYS:</b>	None
<b>RESULT:</b>	Passed

6. NEW BUSINESS

A. 2026 Parks and Recreation Advisory Board Goals

Parks board members shared and discussed their goals for the 2026 year as an Advisory Board to the Parks Department.

B. Parks Concessionaire Proposals

Director Cooper shared recent concessionaire requests brought to the parks department for consideration in Don Morse Park. There was discussion on the existing concessionaires within Don Morse Park and the Marina. No action was taken.

C. National Golf Foundation - Lake Chelan Golf Course Study

The parks board discussed and identified a representative to participate in a stakeholder focus group facilitated by National Golf Foundation for the Lake Chelan Golf Course Study. There was discussion on the topics to be communicated on behalf of the park board to the National Golf Foundation.

7. PARKS AND RECREATION DIRECTOR AND CITY STAFF COMMENTS

Director Cooper shared an upcoming Request for Proposals that will be issued for security

services in the parks this summer. An update on the Lakeside Park renovation project was provided. A tentative golf course opening date of March 13th was shared, weather pending.

8. BOARD COMMENTS

There was discussion about a property near the airport and the Columbia River that may be of interest to the City.

9. ADJOURNMENT

Final Comments / Motion to Adjourn Suggested Motion: I move to adjourn the meeting.

<b>MOTION:</b>	I move to adjourn the meeting.
<b>MOVER:</b>	Vice President Todd Higley
<b>SECONDER:</b>	Boardmember Brad Nelson
<b>AYES:</b>	Boardmember Brad Nelson, Vice President Todd Higley, President Linda Reister, Boardmember Janet Heg
<b>NAYS:</b>	None
<b>RESULT:</b>	Passed

**The meeting was adjourned  
at 6:21 P.M.**

**Date  
Approved:**

\_\_\_\_\_  
**Audrey Cooper  
Parks and Recreation Director**

\_\_\_\_\_  
**[NAME]  
Chair**















Staff have begun preparations for the 2026 summer season at Don Morse and Lakeside Parks. These efforts are intended to improve visitor awareness, support rule compliance, and help ensure a safe and enjoyable park experience during the 2026 summer season.

### **Security**

- Staff have been coordinating with the Chelan County Sheriff's Office (CCSO) to explore scheduling off-duty deputies for additional patrols during peak summer weekends.
- CCSO presence is valuable for rules enforcement; however:
  - These shifts are outside the City's current contract with CCSO.
  - They come at a higher cost.
  - Deputy availability for extra-duty shifts can be limited.
- To help ensure consistent park coverage, Parks issued a Request for Proposals (RFP) for private security services in February. Private security has proven effective in providing a visible presence and educating park visitors on park rules. One proposal was received and is currently under evaluation.
- If awarded and approved by Council, staff anticipate using a hybrid security model:
  - CCSO will be contacted first to fill requested shifts.
  - If CCSO cannot cover shifts, Douglas County Sheriff's Office may be contacted.
  - Private security services would be scheduled for remaining dates where coverage is still needed.
- A fixed budget for security services is in place, so scheduling will prioritize:
  - Peak-use weekends, periods of highest enforcement need, and available budget

### **Parking Enforcement**

- Several parking enforcement staff from the previous season are expected to return.
- Returning staff require less training and are already familiar with park operations, parking systems, and visitor interactions.
- They have also built relationships with regular park users, supporting consistent communication and enforcement.

### **Signage & Facility Improvements**

- Additional A-frame signage is being added at key locations to better communicate park rules, such as parking lot entrances and near parking kiosks
- Signage will highlight major park rules and expectations in visible locations where visitors make parking and park-use decisions.
- The City has received new park grills for Don Morse and Lakeside Park with installation scheduled for April.
- Fencing improvements at Lakeside Park along Terrace Ave will direct parks guests to parking kiosk and rules signage
- Parking lot restriping at Lakeside to potentially add more stalls and help direct flow of vehicles

### **Public Communication**

- Staff are coordinating with the City's communications staff to launch the "Know Before You Go" public information campaign again this year, focusing on parking, park rules, and visitor expectations.
- Messaging will be shared through online platforms and social media.

- Printed “Know Before You Go” postcards will also be available at City offices and distributed by staff and security in the park.

Submission Date	City Point of Contact	Department	Company Name	Project Name, Project Number and Document Name if applicable	Term Start Date	Term End Date	Select a Contract Term:	This expense is included in our current budget.	This Contract Has Been Reviewed and Approved by the City Attorney.	Council Action	Dollar Value
3/13/2026 1:08:26 PM	Audrey Cooper	Parks and Recreation	Cascade Central Construction	Lakeside Park Renovation Project	0025-08-18	0026-04-29	Extended End Date	Yes	Yes	No	1153.85