



Regular Town Council Meeting

Wednesday, February 18, 2026 at 6:00 pm

MEETING LOCATION

Winthrop Barn Hen House

Zoom Meeting ID# 836 1100 0177

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Minutes**
- 4. Town Notices and Comments**
- 5. Public Comments**
(A maximum of five minutes per person please)
- 6. Old / New Business**
 - a. Valley Inspection Professional Services Agreement Resolution #2026-7**
 - b. Twisp Interlocal Building Inspection Services Agreement Resolution #2026-8**
 - c. Fire Task Force Grant Approval Resolution #2026-9**
 - d. Geosyntec Consultant Contract Change #7 - Pearrygin Lake Mitigation and Water Right Technical Support Resolution #2026-10**
 - e. Methow Watershed Council Appointment Confirmation - David Asia**
 - f. Review Wild Turkey Nuisance Letter to Department of Fish and Wildlife**
 - g. Street Sweeper Discussion**
- 7. Council Comments**
(A maximum of ten minutes per person please)
- 8. Approval of Bills and Accounts**
- 9. Adjourn**

Contact: Michelle Gaines, Clerk / Treasurer (winthropclerk@townofwinthrop.com 509-996-2320) | Agenda published on 02/12/2026 at 3:18 PM

RESOLUTION NO. 2026 - 7

A RESOLUTION approving the Professional Services Agreement for Building Inspection Services between Valley Inspection Service (Larry Surface) and the Town of Winthrop.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WINTHROP, WASHINGTON, as follows:

Section 1. The attached Professional Services Agreement for building inspection services between Valley Inspection Service (Larry Surface) and the Town of Winthrop is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the same for and on behalf of the Town of Winthrop.

Section 3. The Town Clerk/Treasurer is authorized and directed to attest her signature.

PASSED BY THE TOWN COUNCIL this 18th day of February, 2026.

APPROVED:

Robert W. Grim, Mayor

ATTEST:

Michelle Gaines, Clerk/Treasurer

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
TOWN OF WINTHROP AND
LARRY SURFACE DBA VALLEY INSPECTION SERVICE

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the Agreement) is made and entered into by and between the Town of Winthrop, (hereinafter referred to as TOWN) and Larry Surface, a Washington sole proprietorship doing business as Valley Inspection Services (hereinafter referred to as CONSULTANT) and the parties hereby agree as follows:

WHEREAS, the Town has the power, authority, and responsibility to provide building inspection and code enforcement services consistent with the Winthrop Municipal Code, the Washington State Building Code (Chapter 19.27 RCW), and the International Code Council (I.C.C.); and,

WHEREAS, it would be beneficial to the Town to utilize a qualified consultant as an independent contractor to provide supplementary professional services set forth herein to provide building inspection and plan review services for the TOWN.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the parties hereto agree as follow:

1. CONSULTANT'S Services:

- A. CONSULTANT shall provide professional building inspection and plan review services consistent with generally accepted standards for ICC-certified inspectors and plan reviewers, and in accordance with the Winthrop Municipal Code and the Washington State Building Code (Chapter 19.27 RCW). CONSULTANT does not have authority to issue permits, determine final code interpretations binding on the Town, issue stop work orders, code violations, notices of correction, or undertake enforcement actions unless expressly delegated in writing by the Building Official.
- B. The CONSULTANT agrees to provide the TOWN service on an as needed basis for the services described in Attachment A. The total number of hours under this Agreement shall not exceed 16 per week unless authorized in writing by the Building Official or their designee. Consultant shall not perform any services unless those services are specifically requested or authorized by the Town in advance.
- C. The CONSULTANT is not required to maintain office hours at Town Hall.
- D. Any additional services beyond the CONSULTANT'S Services may be provided if confirmed in writing through a separate amendment to this Agreement.

2. TOWN Responsibilities:

- A. The TOWN authorizes CONSULTANT to perform building inspections and plan review services as delegated by the Building Official. The Town retains full authority for code interpretation, enforcement decisions, permit issuance, and administrative determinations.
- B. The TOWN agrees to provide the CONSULTANT with all the information, surveys, comments, reports, and professional recommendations requested by the CONSULTANT in order to provide its professional services. CONSULTANT may reasonably rely on the accuracy and completeness of these items.
- C. TOWN agrees to provide the items described in Article 2.B. and to render decisions in a timely manner so as not to delay the orderly and sequential progress of the CONSULTANT'S services.
- D. The TOWN will provide access to and use of TOWN owned supplies, equipment, and office space, where available for conducting TOWN business.
- E. The Building Official or designee of TOWN will coordinate with the CONSULTANT to determine CONSULTANT's work schedule, office hours, work to be performed, and the prioritization of any work, as needed. The Town will use reasonable efforts to provide a minimum of 24 hours notice for requested inspections or reviews.

3. Agreement Period:

The effective date of this agreement shall be March 1st, 2026. The termination of this Agreement shall be December 31st, 2026.

4. Compensation and Payments:

- A. The TOWN shall reimburse the CONSULTANT for the services described in Section 1. A above at a rate of \$65.00/hour. The total billed to the TOWN for the term of this Agreement shall not exceed \$5,000.00 for said services unless otherwise agreed to in writing.
- B. The CONSULTANT shall prepare a monthly invoice requesting payment for and containing a description of basic services provided and itemized hours worked to be billed back to developers/applicants if applicable. The TOWN shall, within 30 days of receipt of such invoice, remit a check to the CONSULTANT for the amount requested on the CONSULTANT'S invoice or statement unless otherwise agreed upon by both parties.
- C. A service charge of 1.5 % per month will be charged on all amounts due more than 30 days, provided that the TOWN has been properly invoiced as provided herein.

5. Evaluation and Monitoring:

- A. The CONSULTANT shall prepare a monthly report indicating the type of services rendered, the amount of time provided, a summary of time spent to date, percentage of total hours and average hours provided per week during the preceding month and for the contract period to date.
- B. The CONSULTANT shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the TOWN that are pertinent to the intent of this Agreement.
- C. The TOWN or the State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours and as often as the TOWN or the State Auditor may deem necessary, all of the CONSULTANT'S records with respect to all matters covered in this Agreement. Such representative shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for three years from the date final payment is made hereunder.

6. Equal Opportunity Employment:

- A. The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment of CONSULTANT because of race, religion, color, sex, age, marital status, sexual orientation, gender identity, veteran status, disability, or national origin.

7. Modifications:

- A. The CONSULTANT and the TOWN may, from time to time, request changes in the Services to be performed by the CONSULTANT. Any such changes that are mutually agreed upon by the TOWN and the CONSULTANT shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

8. Assignability:

- A. The CONSULTANT shall not assign nor transfer any interest in this Agreement without the prior written consent and approval of the TOWN.

9. Status of CONSULTANT:

- A. The CONSULTANT is an independent contractor operating for its own account, licensed to do business in the State of Washington, and is in no way and to no extent an employee of the TOWN. The CONSULTANT shall have the sole judgement of the means, mode or manner of the actual performance of this Agreement. The CONSULTANT, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement. CONSULTANT shall be solely responsible for all payroll withholdings, industrial insurance premiums, unemployment insurance contributions, taxes, and any other obligations imposed on employers by law. CONSULTANT acknowledges that they are not eligible for PERS membership under RCW 41.40.

10. Records, Documents, and Reports:

- A. The CONSULTANT shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all hourly charges and direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by TOWN personnel and other personnel duly authorized by the TOWN or the Office of the State Auditor. The CONSULTANT will retain all books, records, documents, and other material relevant to this Agreement for three years after expiration and the Office of the State Auditor, or any person duly authorized by the TOWN shall have full access to and the right to examine any of said materials during said period. In the event that CONSULTANT'S records are subject to a public records disclosure request received by the Town, CONSULTANT shall cooperate with Town and provide such records to the Town in a timely manner. In such event, CONSULTANT shall be compensated at their regular hourly rate in the assembling and providing such records to the TOWN.
- B. CONSULTANT shall not independently respond to public records requests; all PRA responses shall be handled solely by the Town.

11. Indemnity Agreement:

- A. The CONSULTANT shall hold the TOWN harmless from, and shall indemnify the TOWN against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the CONSULTANT, its agents, employees or sub-consultants, arising out of or in connection with the performance of this Agreement.

- B. The CONSULTANT shall be required to indemnify the TOWN in those cases where damages have been caused by the concurrent negligence of the TOWN and the CONSULTANT, its agents, employees or sub-consultants. In those cases, the liability of the CONSULTANT for indemnifications shall be limited to that portion of the damages caused by the negligence of the CONSULTANT, its agents, employees or sub-consultants.
- C. The CONSULTANT has no duty to indemnify the TOWN where damages were caused by the sole negligence of the TOWN.
- D. This indemnification shall be limited to the extent required by RCW 4.24.115.

12. Special Provisions:

- A. This Agreement is the entire and integrated agreement between the TOWN and CONSULTANT and supersedes all prior negotiations, statements, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the TOWN and CONSULTANT.
- B. Notwithstanding any other term in this Agreement, CONSULTANT shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- C. The parties agree that in the event a civil action is instituted by either party to enforce any of these terms and conditions of this Agreement, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees and costs in such suit or action and upon any appeal therefrom.
- D. The CONSULTANT shall maintain insurance coverage and provide evidence thereof as follows:
 - a. Commercial General Liability (CGL): Coverage for bodily injury and/or property damage with limits of not less than \$1,000,000 per occurrence, including operations of the CONSULTANT and contractual liability.
 - b. Automobile Liability: Bodily injury and/or property damage with limits of not less than \$300,000 per occurrence, covering owned, hired, and non-owned vehicles used in the performance of this Agreement.
 - c. Professional Liability / Errors & Omissions \$1,000,000.00 each occurrence.
 - d. Additional Insured Requirement:
CONSULTANT's liability policies shall name the TOWN as an additional insured for both ongoing and completed operations, using ISO forms CG 20 10 and CG 20 37, or equivalent endorsements.

- e. Notice of Cancellation:
CONSULTANT shall provide thirty (30) days' prior written notice to the TOWN of any cancellation, non-renewal, or material change in coverage.
- f. Certificate of Insurance:
CONSULTANT shall furnish a certificate of insurance meeting the above requirements at the time of execution of this Agreement.

13. Agreement Termination:

- A. Either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof at least thirty (30) days prior to such date. In such event the TOWN shall pay the CONSULTANT all amounts due for all work previously authorized and performed prior to the date of termination. In the event of termination, the CONSULTANT agrees to cooperate reasonably with any consultant thereafter retained by the TOWN in making available information developed as the result of work previously performed by the CONSULTANT. If no notice of termination is given, relationships and obligations created by this Agreement, unless otherwise expressly provided, shall be terminated upon expiration of the Agreement Period provided in paragraph 3. Such termination shall relieve both parties of all obligations under this Agreement subsequent to the effective date of such termination. The TOWN withholds the right to immediately terminate the agreement if the CONSULTANT loses ICC certification or required insurance. The CONSULTANT withholds the right to immediately terminate the agreement if the TOWN fails to maintain any insurance that it is legally required to maintain.

14. Breach or Default:

- A. In the event the TOWN alleges breach of this Agreement by CONSULTANT, TOWN shall give CONSULTANT ten (10) days written notice to cure any alleged breach prior to termination of this Agreement. If CONSULTANT fails to remedy the breach within ten (10) days after receipt of said notice, TOWN may terminate this Agreement immediately.

15. Ownership of Documents:

- A. All original reports and drawings prepared by the CONSULTANT, as provided under this Agreement, shall become the sole property of the TOWN upon payment to the CONSULTANT the fee as set forth in this Agreement.
- B. CONSULTANT reserves the right to include representations of the work performed under this Agreement in its promotional and professional materials.

16. Governing Law and Venue:

A. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Okanogan County, Washington.

17. Severability:

A. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

18. Administration:

A. CONSULTANT'S representative shall be _____.
Address for Notices: _____

B. TOWN'S representative shall be the Mayor for the Town of Winthrop.
Address for Notices: PO Box 459, Winthrop WA, 98862

IN WITNESS WHEREOF, the TOWN and CONSULTANT have executed this Agreement as of the date and year written below.

TOWN OF WINTHROP

CONSULTANT

BY _____
Robert Grim, Mayor
Town of Winthrop

BY _____
Larry Surface
Valley Inspection Service

Date: _____

Date: _____

Attest:

Michelle Gaines, Clerk/Treasurer

ATTACHMENT "A"
STATEMENT OF SERVICES

The CONSULTANT's duties and responsibilities are as follows:

The CONSULTANT shall provide the following services **only when requested or authorized in advance by the Building Official or their designee**:

1. Building Inspections

Perform field inspections for building, mechanical, plumbing, energy, and related permits, consistent with the Washington State Building Code and Winthrop Municipal Code, and within the scope of authority delegated by the Building Official.

2. Plan Review

Conduct building, mechanical, plumbing, and energy code plan reviews and prepare written comments or correction notices for review by the Building Official prior to issuance to applicants.

3. Technical Assistance to Staff

Provide technical consultation to the Building Official and Town staff regarding code requirements, construction methods, inspection findings, and plan review issues.

4. Communication with Applicants

When requested, communicate with contractors, design professionals, developers, or property owners to clarify plan review comments, inspection results, or code requirements, in coordination with Town staff.

5. Documentation and Reporting

Prepare inspection reports, plan review notes, field correction documentation, and other written materials related to assigned duties. Provide monthly activity summaries as required under the Agreement.

6. Meetings

Attend staff meetings, interdepartmental meetings, or project meetings **when specifically requested**, including remote participation when appropriate.

7. Support for Town Projects

Provide technical input or review related to Town construction projects or development applications, as assigned by the Building Official.

8. Assistance With Code Interpretation (Advisory Only)

Provide non-binding recommendations to the Building Official regarding code interpretation questions. Final authority remains with the Building Official and the Town.

9. Other Related Services

Perform other building inspection or plan review-related duties **as mutually agreed in writing** by the Consultant and the Building Official or designee.

(No enforcement or administrative authority is granted by this Attachment unless expressly delegated in writing.)

RESOLUTION NO. 2026 - 8

A RESOLUTION approving the
Interlocal Agreement for Building
Inspection Services between the
Town of Twisp and the Town of
Winthrop.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WINTHROP,
WASHINGTON, as follows:

Section 1. The attached Interlocal Agreement for building
inspection services between the Town of Twisp and the Town of
Winthrop is hereby approved.

Section 2. The Mayor is hereby authorized and directed to
execute the same for and on behalf of the Town of Winthrop.

Section 3. The Town Clerk/Treasurer is authorized and directed
to attest her signature.

PASSED BY THE TOWN COUNCIL this 18th day of February, 2026.

APPROVED:

Robert W. Grim, Mayor

ATTEST:

Michelle Gaines, Clerk/Treasurer

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF WINTHROP AND THE TOWN OF TWISP FOR
BUILDING INSPECTION SERVICES

This Interlocal Agreement for building inspection services ("Agreement") is entered into by The Town of Twisp, Washington ("Twisp") and the Town of Winthrop, Washington ("Winthrop") sometimes individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

WHEREAS: The Parties are public agencies which agree to enter into an Agreement for Building Inspection Services pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS: Twisp has the power, authority, and responsibility to provide Building Inspection Services for its citizens and is desirous of obtaining Building Inspection Services from Winthrop to fulfill its obligation to its citizens; and

WHEREAS: Winthrop has established and maintains qualified Building Inspection Services employees; and

WHEREAS: The Building Inspectors for Winthrop are available to provide Building Inspection Services to Twisp;

NOW THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

AGREEMENT

1. Building Inspection Services. This Agreement contains provision related to Winthrop providing Building Inspection Services to Twisp. Upon advance oral or written notice by Twisp, Winthrop shall provide Building Inspection Services for Twisp. The hours of service shall be the normal business hours of the Town of Winthrop Building Department (8:00 a.m. to 5:00 p.m.).
2. Building Inspection Services Definition. For purposes of this Agreement, "Building Inspection Services" shall include initial plan review, site inspections, pre-application consultations, permit issuance, coordination with Town departments, code review assistance and other duties required by a municipal building inspector under the State Building Code (Chapter 19.27 RCW), unless otherwise specifically excluded in this Agreement.
3. Code Enforcement. This Agreement does not provide for any code enforcement services, civil or criminal.

4. Duration: This Agreement shall take effect upon approval by both parties and recording with the Okanogan County Auditor or publication on the Parties' websites, and shall continue and be in full force and effect until December 31, 2026, unless terminated sooner pursuant to paragraph

5. Termination:

5.1 Termination by Notice. Either Party may terminate this Agreement by providing 60 days advance written notice to the other Party of the effective date of such termination.

5.2 Termination by Mutual Written Agreement: This Agreement may be terminated in its entirety at any time by mutual written agreement of the Parties.

5.3 Termination for Breach: Either Party may terminate this Agreement for material breach of the terms of this Agreement upon 20 days prior written notice to the other party. Such notice shall specify in detail the breach or default claim.

5.4 Termination by Twisp upon hiring Twisp Building Inspector. Twisp may terminate this Agreement immediately upon written notice to Winthrop that Twisp has hired a full-time building inspector for Twisp.

6. Administration, No separate Entity Created. The Mayor of Twisp, and the Building Official of Winthrop shall be responsible for the administration and management of the Building Inspection Services to be provided as described in this Agreement. No separate legal entity is created hereby.

7. Consideration. Consideration for Building Inspection Services shall be based upon the hourly compensation rate established by Winthrop for the Building Inspection Services in effect at the time the services are provided. This hourly rate shall be \$65.00 per hour with a one hour minimum charge for each inspection and plan review. Winthrop shall be compensated for round trip for driving time between Winthrop Town Hall and Twisp at a flat rate equal to one-half of the hourly rate in effect at the time the Building Inspection Services are provided. The Building Inspection Services shall be provided " as needed" and " as requested" by Twisp with a 48-hour advance notification. Winthrop shall invoice Twisp monthly for the Building Inspection Services used by Twisp in the prior month. Twisp shall pay invoices submitted within 30 days of receipt of the same. Interest shall accrue at the rate of 8% per annum on invoices not timely paid by Twisp.

8. Benefits and other expenses. Attendance by the Winthrop Building Inspector at Twisp meetings that does not fall within the definition of " Building Inspection Services" in paragraph 2 above, but which the Winthrop Building Inspector may attend at his or her discretion, shall be compensated by Twisp at \$65.00 per hour Winthrop shall be compensated for round trip for driving time between Winthrop Town Hall and Twisp at a flat

rate equal to one- half of the hourly rate in effect at the time the Building Inspection Services are provided. Winthrop shall not be paid any other compensation or benefits or be reimbursed for any expenses not specifically set forth in this Agreement

9. **Disputes.** During the term of this Agreement, concerns of either Party shall be communicated to the administrators of this Agreement. Prior to either Party commencing legal action relating to the enforcement or interpretation of this Agreement, the administrators of this Agreement agree to meet to make a good faith effort to resolve any dispute that has arisen. Provided, that this provision shall not be a limitation on either Party commencing legal action if the other refuses to meet to attempt to resolve any dispute, or in the case where a delay would result in either Party suffering immediate harm or damages.
10. **Indemnification.** Winthrop shall defend, indemnify and hold Twisp, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Winthrop, in performance of this Agreement, except for injuries and damages caused by the negligence of Twisp. Twisp shall defend, indemnify and hold Winthrop, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Twisp, in performance of this Agreement, except for injuries and damages caused by the negligence of Winthrop. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.
11. **Insurance.** Winthrop shall secure and maintain in force public liability or errors and omissions insurance for Building Inspection Services and motor vehicle insurance with minimum coverages of \$1,000,000.00 per occurrence for personal injury, property damage, and public official's errors and omissions. Winthrop insurance policies shall include a provision prohibiting cancelation of the insurance except upon 30 days prior written notice to Twisp. Winthrop shall name Twisp as an additional insured for purposes of this Agreement. Certificates of coverage as required herein shall be delivered by Winthrop to Twisp within 30 days of the date this Agreement is effective. Membership and/or participation in a legally recognized government entity insurance pool with limits of liability equal to or greater than the coverage limits set forth above herein shall be an acceptable method of complying with this provision of this Agreement and the additional insured requirement is waived.
12. **Records and Forms.** Winthrop shall keep and maintain accurate and complete records pertaining to the implementation of this Agreement. Twisp shall have full access to and the right to examine any of said materials. All records, books, documents and other material maintained, prepared or issued in the implementation of this Agreement shall be the

property of Twisp which shall have the responsibility for the retention and release of the same.

13. **Return of Documents.** Winthrop agrees that upon termination of this Agreement for any reason, it will return to Twisp all documents, files and records of any nature whatsoever obtained by or for Twisp and used in connection with work performed for Twisp pursuant to this Agreement.

14. **Employees, and Employment Relationship.** The Building Inspector shall follow the reasonable instructions of the Twisp Mayor, or his or her designee, provided such instructions are in the furtherance of the deliverance of building inspection services by Winthrop to Twisp pursuant to the terms of this Agreement.

No employment relationship is created. The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between Twisp and any employee, agent, representative or contractor of Winthrop, or between Winthrop and any employee, agent, representative or contractor of Twisp. Without limiting the foregoing, the Building Inspector shall at all times relevant to this Agreement be and remain an employee of Winthrop, and Winthrop shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Building Inspector except as expressly set forth in this Agreement.

In the event that this section is deemed invalid, or an employment relationship has been created, both parties agree to defend and indemnify the other consistent with section 10 above and both parties agree to waive any immunity available under RCW Title 51. 15.

15. **Notice.** All Notices which may be required under this Agreement shall be given as follows:

a. **Notice to Winthrop:**

Town of Winthrop
Attention: Mayor
PO Box 459
Winthrop, WA 98862

b. **Notice to Twisp:**

Town of Twisp
Attention: Mayor
PO Box 278
Twisp, WA 98856

16. **Severability.** In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and

validated to the extent permitted by law. All provisions of this Agreement are severable and the invalidity of a single provision hereof shall not affect the remaining provisions.

17. Governing Law. This Agreement shall be governed in all aspects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Okanogan, Washington.
18. Integrated Agreement. This Agreement constitutes the entire Agreement of the Parties regarding the provision of Building Inspection Services, and supersedes all oral or written agreements or negotiations between the parties, which are hereby deemed void and of no force or effect.
19. Modification. This Agreement is intended to express the entire Agreement of the Parties, and may not be modified unless such modification is in writing, and signed by both Parties.
20. Photocopies. Photocopies of signatures approving this Agreement shall be considered the same as original signatures for all purposes.

APPROVED by the Town Council of The Town of Winthrop, Washington, at an Open Public Meeting the _____ day of _____, 2026.

Robert Grim, Mayor

Attest:

Michelle Gaines, Town Clerk/ Treasurer

APPROVED by the Town Council of The Town of Twisp, Washington, at an Open Public Meeting the _____ day of _____, 2026.

Hans Smith, Mayor

Attest:

Randy Kilmer, Town Clerk/ Treasurer

RESOLUTION NO. 2026-9

**A RESOLUTION SUPPORTING THE KEYSTONE CONCEPT APPLICATION FOR A
CLIMATE SMART COMMUNITY INITIATIVE GRANT IN PARTNERSHIP WITH THE
TOWN OF WINTHROP AND FIRE ADAPTED METHOW.**

WHEREAS Resolution 2025-16 established a Fire Preparedness Task Force to develop actionable plans to help Winthrop mitigate risks and be better prepared to respond in the event of fire within and adjacent to Town limits; and

WHEREAS the task force sought to identify funding opportunities that would facilitate the effort to our efforts to adapt to the growing risk of wildfire and a subcommittee recommended the Climate Smart Community Initiative (CSCI); and

WHEREAS the CSCI grant requires a coordinated application lead by an “adaptation practitioner” acting as the project lead, together with a government entity and a non-profit organization; and

WHEREAS The Keystone Concept, a consulting firm with experience in fire adaptation planning and the CSCI program, has agreed to act as the adaptation practitioner lead for the CSCI application in coordination with Town of Winthrop and Fire Adapted Methow; and

WHEREAS the identified goal of this grant proposal is to broaden engagement in wildfire adaptation across all sectors of the Winthrop community—government, businesses, and residents, including those who are financially or physically constrained—so that wildfire readiness becomes a shared responsibility with shared benefits.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
WINTHROP, WASHINGTON THAT:** The Town of Winthrop supports The Keystone Concept’s application for CSCI grant funds for a community fire adaptation project and agrees to act as a project partner.

ADOPTED THIS 18TH DAY OF FEBRUARY, 2026.

APPROVED:

Robert W. Grim, Mayor

ATTEST:

Michelle Gaines, Clerk/Treasurer

RESOLUTION NO. 2026 - 10

A RESOLUTION approving the Contract Change #7 for Pearrygin Lake Mitigation and Water Rights Technical Support between the Geosyntec Consultants and the Town of Winthrop.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WINTHROP, WASHINGTON, as follows:

Section 1. The attached Contract Change #7 for Pearrygin Lake mitigation and water rights technical support between Geosyntec Consultants and the Town of Winthrop is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the same for and on behalf of the Town of Winthrop.

Section 3. The Town Clerk/Treasurer is authorized and directed to attest her signature.

PASSED BY THE TOWN COUNCIL this 18th day of February, 2026.

APPROVED:

Robert W. Grim, Mayor

ATTEST:

Michelle Gaines, Clerk/Treasurer

Contract Change

Client: Town of Winthrop PO Box 459 Winthrop, WA 98862	Date: February 11, 2026
	Change No.: 7
	Project No.: AS200072C
Project Name: On-Call Water Right Technical Support Winthrop, Washington	
Subject: Technical Support for Pearrygin Lake Mitigation and Water Right Application	
Description of Change	Cost
<p>Geosyntec Consultants, Inc. (Geosyntec), formerly Aspect Consulting, is providing on-call water right technical services for the Town of Winthrop (Winthrop) to address Winthrop's growing demands for municipal water supplies. Under this current contract change, Geosyntec will provide Winthrop with technical services to develop the Pearrygin Lake mitigation plan in support of a new municipal water-right permit application with the State of Washington.</p>	Time and Materials:
<p>With the exception of SEPA support under Task 1, the project scope of work under this contract change is being funded by a grant awarded to Winthrop from the Washington State Department of Ecology (Ecology Grant Agreement No. WROCR-2527-ToWin_00064). Winthrop will administer the grant, requests for reimbursements, progress reports, and other supporting documentation to be uploaded to Ecology's Administration of Grants and Lands (EAGL) system. Geosyntec will assist Winthrop with preparation of progress reports as requested.</p>	
<p>Task 1. SEPA Support</p> <p>The project SEPA will be prepared by Ecology with input from project stakeholders as co-leads. Under this task, Geosyntec will support Winthrop in their co-lead capacity for the SEPA process.</p> <p>Geosyntec will update the draft SEPA checklist to accurately reflect the project and key environmental considerations and provide necessary technical input and review of subsequent SEPA materials prepared by Ecology.</p> <p><i>Task Assumptions</i></p> <ul style="list-style-type: none"> • A draft SEPA checklist was previously developed by Chewuch Canal Company's (CCC) consultant but requires updating to reflect the complete collaborative project between CCC and Winthrop. • Ecology will lead the draft and final SEPA with input from project stakeholders. • Two virtual meetings with Ecology staff and stakeholder to support draft and final SEPA. <p><i>Task Deliverables</i></p> <ul style="list-style-type: none"> • Draft SEPA checklist <p>Task 2. Public Outreach</p> <p>Geosyntec will support Winthrop with conducting two public outreach meetings with local tribes and other stakeholder to gather information on project concerns that can be</p>	Task 1: \$13,000
	Page 20

addressed as appropriate, and incorporated into the final permit application and mitigation plan.

Task Assumptions

- Winthrop will host two public outreach meetings in Winthrop, Washington.
- Geosyntec will attend and prepare a project Power Point presentation and agenda.

Task Deliverables

- Draft meeting notes and sign-in sheets provided to Winthrop. Winthrop will finalize meeting notes and coordinate uploading the final notes, agenda, and sign-in sheets to EAGL 2 weeks after each meeting.

Task 3. Project Quality Assurance Project Plan

Geosyntec will develop a draft and final project quality assurance project plan (QAPP) for streamflow depletion calculations that will support the mitigation plan. The QAPP will be developed in accordance with Ecology templates and will define the analytical methods, data, objectives, QA/QC measures, and acceptance criteria to be taken to confirm the analysis of streamflow depletion is conducted using reliable data and methods.

Task 3:
\$10,000

Task Assumptions

- Geosyntec will participate in two virtual meetings with Ecology staff during development of the draft and final QAPP.
- No work will be conducted under Task 4 until the QAPP is finalized.

Task Deliverables

- Draft and final QAPP. The final QAPP will address comments received by Ecology and/or other project stakeholders.

Task 4. Mitigation Plan and Data Analysis

Geosyntec will develop a draft and final mitigation plan and conduct the necessary supporting data analyses. This task includes several meetings with project stakeholders and Ecology staff (in addition to the two public meetings under Task 2) leading to a final mitigation plan. Geosyntec's scope of work under this task will include the following steps:

Task 4:
\$62,000

- Geosyntec will develop the mitigation plan and conduct supporting analyses consistent with Ecology's 2020 Guidance for new water rights (ECY 040-1-14A). The mitigation plan will demonstrate how Winthrop's operation of the Pearrygin Lake Storage project will mitigate new consumptive impacts on instream flows both in time and in place.
- Geosyntec will analyze historical stream flow data at target USGS stream gaging stations in relation to minimum instream-flows set under Chapter 173-548 WAC and provide summary statistics of when flows are not met.
- Geosyntec will compile and review 2024-2025 surface water temperature data from Pearrygin Lake and Lake Creek collected by Winthrop.
- Geosyntec will quantify the consumptive portion of Winthrop's new water right for both indoor and outdoor uses.
- Geosyntec will analyze the location, timing, and quantity of impacts on stream flows associated with operation of Winthrop's new water right from existing and/or future wells. The analysis will be conducted in accordance with the approved QAPP (Task 3) using standard analytical tools such as STREMDEPL08 for quantifying streamflow depletion from pumping wells.

- Geosyntec will conduct a water balance and estimate the quantities and travel times between mitigation releases from Pearrygin Lake storage and location of required mitigation from new municipal groundwater withdrawals.
- Geosyntec will develop a working operations plan with Winthrop to mitigate new consumptive pumping impacts on minimum instream flows.
- Geosyntec will summarize analytical results with Ecology staff prior to developing the draft mitigation plan.
- Geosyntec will develop a draft mitigation plan for stakeholder review.
- Geosyntec will develop a final mitigation plan addressing stakeholder comments to be included in Winthrop's permit application (Task 5 below).
- Geosyntec will participate in bi-monthly virtual meetings with Winthrop, Ecology, and the CCC.
- Geosyntec will participate in four virtual meetings with Ecology staff to dive deeper into the technical data analyses in support of the mitigation plan.
- Geosyntec will provide draft meeting notes to Winthrop within 5 days of each meeting.

Task Assumptions

- Winthrop will finalize meeting notes and coordinate uploading the final notes to EAGL 2 weeks after each meeting.

Task Deliverables

- Summary of initial analytical results to be transmitted in email with supporting tables, maps, and calculations
- Draft and final mitigation plan
- Draft meeting notes

Task 5. Water Right Permit Application

Geosyntec will support Winthrop with drafting the new water right permit application for new municipal groundwater withdrawals once the final mitigation plan is completed under Task 4. The permit will be drafted in accordance with Ecology's 2020 Guidance for new water rights (ECY 040-1-14A).

Task 5:
\$6,000

Task Assumptions

- Geosyntec will assist Winthrop with a draft and final application working collaboratively with Ecology's permitting staff.

Task Deliverables

- Draft and final permit application

Schedule

The current Ecology grant agreement extends through June 30, 2027, under the current biennium. Much of the work associated with the tasks outlined above will be completed within this period. However, additional time may be needed to address stakeholder concerns and finalize the mitigation plan. We understand there will be an opportunity to extend the grant schedule if more time is required.

Page 22

Total Authorized Budget	\$98,000
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Contract Change No. 7
Project No. AS200072C

This change amends the contract between Geosyntec Consultants, Inc. and its subsidiaries and affiliates and Client dated April 16, 2021. Except as amended above, all terms and conditions of contract apply to this contract change.

GEOSYNTEC CONSULTANTS, INC. and its subsidiaries and affiliates	By:  Printed Name: Dan Haller, PE, CWRE Senior Principal Engineer
CLIENT	By: Printed Name/Date:

S:\200072 Winthrop\PM\200072-C_CO_CC07_2025_02_\$98K_OnCall_PearryginLakeMitigation\CC07_20260211_AS200072_Winthrop_PearryginLakeMitigation_Permit.docx

**GEOSYNTEC CONSULTANTS
2026 U.S. RATE SCHEDULE**

	<u>Rate/Hour</u>
Staff Professional	\$185
Senior Staff Professional	\$210
Professional	\$239
Project Professional	\$268
Senior Professional	\$300
Principal	\$325
Senior Principal	\$345
Technician I	\$100
Technician II	\$110
Senior Technician I	\$120
Senior Technician II	\$132
Site Manager I	\$142
Site Manager II	\$162
Construction Manager I	\$174
Construction Manager II	\$189
Senior Designer	\$225
Designer	\$190
Senior Drafter/Senior CADD Operator	\$175
Drafter/CADD Operator/Artist	\$158
Senior Technical Editor	\$178
Technical Editor	\$158
Senior Project Analyst	\$162
Project Analyst	\$138
Project Administrator	\$104
Clerical	\$ 84
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.09

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the BLS reported change in the average hourly earnings of all employees, engineering and drafting services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Construction management fee presented upon request.



February 12, 2026

To: Town of Winthrop
P. O. Box 459
Winthrop, WA 98862

RE: Confirmation of Methow Watershed Council Members

Boo Turner
Position 1, Upper Methow
Wren Soperanez
Position 2, At Large
Murray Taylor
Position 3, Middle Methow
Lorah Super, VICE CHAIR
Position 4, At Large
--Open
Position 5, Lower Methow
David Asia, CHAIR
Position 6, At Large
Robert Grim (*Seth Miles, alt*)
Position 7, Town of Winthrop
Hans Smith, (*Tim McGuire, alt*)
Position 8, Town of Twisp
Andy Hover,
Position 9, Okanogan County

Dear Winthrop Town Council:

On January 28, 2026 the Methow Watershed Council held elections for its 2026 members. After reviewing the single nomination, the Council voted unanimously for the following appointment for consideration by the initiating governments to the Council:

- **Position 6 (At-large) – David Asia, renewing appointment.**

MWC understands that the initiating governments must approve these appointments before they can become (or remain) official members of the Council. The Council highly recommends David Aisa be retained for this position, and requests the county commissioners consider this request at its next meeting.

If further information or assistance is needed in making the decision, please do not hesitate to contact me.

Sincerely,

Sarah Lane
Administrator

Sandra Strieby
Project Coordinator

Rita Stewart
Outreach Coordinator

MWC
P.O. Box 1212
Twisp, WA 98856

Sarah Lane
MWC Administrator



Post Office Box 459
Winthrop, WA 98862

TOWN OF WINTHROP

Phone (509) 996-2320
Fax (509) 996-9221

Washington State Department of Fish and Wildlife
PO Box 43200
Olympia, WA 98504-3200

RE: Nuisance Turkeys Flock

To whom it may concern:

The Town of Winthrop is interested in collaborating with WDFW to help control the nuisance turkey problem we are experiencing in town. For years we have had small flocks of turkeys that didn't pose problems for the town but this past year that has changed. We are now dealing with a flock of around 30 turkeys that are causing property damage, pooping on the boardwalks and causing traffic hazards. Town Council is receiving complaints from business owners that they are having to clean poop off the boardwalks everyday and even with cleaning they are getting turkey poop tracked into their stores. Business owners are unhappy with having to spend this extra time and the poop makes their establishments smell.

With the very large flock living in town, and roosting behind town hall, we are seeing increased risk to drivers hitting turkeys with their cars. As our roads get icy the risk for a serious traffic incident increases, and with that the threat to life and safety of locals and visitors alike. We have already had one incident of a turkey flying through the window of a house in town and causing significant property damage. This resident ended up spending around \$1,500 to replace her window, replace damaged furniture and pay for professional carpet cleaning to get the glass out that was scattered all over her house.

During the fireworks display Christmas at the End of the Road this year the 30+ turkeys roosting behind town hall became startled and flew into the crowd of people watching the fireworks. People became alarmed and the turkeys were distressed. Recently the flock spent considerable time on the ice at Winthrop Ice Rink and staff had to spend valuable time shoveling the ice to clean the turkey feces off the ice.

Town Council as well as the Winthrop's Marshal have agreed that we need to mitigate the nuisance turkeys. We ask WDFW to allow us to hire a wildlife control operator, and in conjunction with our town law enforcement, deal with the problem flock. We are willing to waive our town code 6.12.010A that disallows trapping wildlife to allow designated officials to trap and remove the turkeys.

Thank you for your attention to this matter. We look forward to working with you on this.

Sincerely,

Town of Winthrop Mayor and Town Council

Robert W. Grim, Mayor

Marisa Monteverde, Councilmember

Signe Shaw, Councilmember

Joseph O'Driscoll, Councilmember

Seth Miles, Councilmember