

**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
A. None
5. CONSENT AGENDA
All items under the Consent Agenda are approved with one motion.
A. Approve March 26, 2024 Accounts Payable Checks and EFT's & Payroll Checks and EFT's (Councilmember Ericks)
Suggested Motion: I move to approve the Consent Agenda.
6. SPECIAL PRESENTATIONS
A. National Vietnam War Veterans Day Proclamation (Mayor McCardle) 4
[2024 National Vietnam War Veterans Day Proclamation](#)
B. Community Development Week Proclamation (Mayor McCardle) 5
[2024 Community Development Proclamation](#)
7. PUBLIC HEARINGS
A. None
8. MOTION CONSIDERATIONS
A. Human Resources/Communications Director Position Approval (City Administrator Farris) 6 - 7
[Agenda Bill No. 2024-018](#)
Suggested Motion: I move to approve the Human Resources/Communications Director/Manager position for the City of Chelan.
B. Chelan Youth Baseball League 2024 Facility Use Agreement (Parks & Recreation Director Horne) 8 - 12
[Agenda Bill No. 2023-033A](#)
Suggested Motion: I move to authorize the Mayor to finalize and execute the 2024 Facility Use Agreement with the Chelan Youth Baseball League.
C. Berger Partnership Professional Services Agreement for the Design of the Chelan Gorge Community Park (Athletic Fields) (Parks & Recreation Director Horne) 13 - 27
[Agenda Bill No. 2022-048E](#)
Suggested Motion: I move to authorize the Mayor to finalize and execute the Berger Partnership Professional Services Agreement for the Design of the Chelan Gorge Community Park (Athletic Fields).

9. ADMINISTRATIVE REPORTS

- A. Beckwith Consulting Scope and Fee for the Imagine Downtown Chelan Project (Public Works Director Youngren) 28 - 37
[Agenda Bill No. 2021-018](#)
Suggested Motion: None.

10. INFORMATIONAL ITEMS

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

- A. Tentative Advanced Agenda (City Administrator Farris) 38 - 44
[Tentative Advanced Agenda](#)
- B. Council Committee Reports - (Various Councilmembers) 45 - 49
[February 26, 2024 Chelan Valley Housing Trust Board Meeting \(Councilmember Higgins\)](#)
[March 13, 2024 Lake Chelan Watershed Planning Unit Meeting \(Councilmember Chitty\)](#)
[March 18, 2024 Chelan Valley Housing Trust Meeting \(Councilmember Higgins\)](#)
[March 20, 2024 Planning Commission Meeting \(Councilmember Chitty\)](#)
[March 20, 2024 Chelan Fire District Meeting \(Councilmember Higgins\)](#)

11. CITY ADMINISTRATOR/DEPARTMENT REPORTS

12. MAYOR AND COUNCIL COMMENTS

13. RECESS - AIRPORT BOARD MEETING

14. EXECUTIVE SESSION

- A. None

15. MOTION TO ADJOURN

- A. Final Comments / Motion to Adjourn (Mayor McCardle)
Suggested Motion: I move to adjourn the meeting.

16. ADJOURNMENT

"Be thankful for what you have; you'll end up having more. If you concentrate on what you don't have, you will never, ever have enough." Oprah Winfrey

Vision Statement

"Chelan is a lakeside community where nature's pristine beauty meets hometown feel."

The next meeting will be a City Council Workshop Meeting on April 2, 2024, beginning at 4:00 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. The City provides special accommodations, such as hearing devices and wheelchair access for City Council 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.



WHEREAS, the Vietnam War was fought in Vietnam from 1961 to 1975, and involved North Vietnam and the Viet Cong in conflict with United States Armed Forces and South Vietnam; and

WHEREAS, on March 30, 1973, the United States Armed Forces completed the withdrawal of combat troops from Vietnam; and

WHEREAS, the Vietnam War was an extremely divisive issue among the people of the United States and the members of the United States Armed Forces who served bravely and faithfully were, upon their return home, caught in the middle of public debate about the involvement of the United States in the Vietnam War; and

WHEREAS, 1, 123 members of the United States Armed Forces from Washington State were killed or declared missing in action in Vietnam, and hundreds more were wounded; and

WHEREAS, more than 184,505 Vietnam-era veterans live in Washington State and our Nation stands stronger for their service, and

WHEREAS, the people of Washington realize that one of our most fundamental obligations is to show respect and dignity to all who have worn the uniform of the United States, and to honor their sacrifice by serving them as well as they served us;

NOW THEREFORE, I Erin McCardle Mayor of the City of Chelan, do hereby proclaim **March 29, 2024** as National Vietnam War Veterans Day.



Erin McCardle, Mayor



COMMUNITY DEVELOPMENT PROCLAMATION

April 1 – April 5, 2024

WHEREAS, community development plays a pivotal role in shaping a dynamic and prosperous City; and,

WHEREAS, fostering an informed and engaged community is crucial for the effective functioning of community development, encompassing areas like housing, public spaces, and environmental protection.

WHEREAS, the overall well-being, safety, and contentment of our community are deeply intertwined with the quality of both the natural and built environment; and,

WHEREAS, the expertise and dedication of the community development staff contribute to enhancing the daily lives and well-being of our City of Chelan residents,

NOW THEREFORE IT BE RESOLVED, I, Erin McCardle, Mayor of Chelan, do hereby designate the week April 1 – April 5, 2024, as “Community Development Week”.

Dated this 26th day of March 2024



Erin McCardle, Mayor



CITY OF CHELAN

CITY COUNCIL

26 Mar 2024

Subject/Title: Human Resources/Communications Director Position
Approval
Department: Administration
Staff Contact: Wade Farris
Reviewed By: City Administrator
Finance Director

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 COUNCIL ACTION TAKEN

None.

OVERVIEW

Although the City of Chelan has been able to operate successfully for many years without a Human Resources (HR) or Communications Director, it can no longer afford not to add that position to the staff. Given the complexity of current laws and regulations, combined with the associated liability of non-compliance, not having an HR Director puts the City at risk in today's litigious climate. In addition, several staff members have to perform personnel administration duties not in their job description. This has become an increasing burden and distraction from their primary job. Finally, this position would bring added value for our employees. The HR Director would be in a better position to manage benefits as well as training and career progression for our employees.

The other shortfall in City staff is a Communications Director. In an ever more complex media world where people rely on non-traditional forms of communication, getting information to and from our citizens has become both more difficult and more important. Managing that communication is now more than just an additional duty, even though we have been operating that way for

many years.

The City has relied on contractors and consultants to fill in the gap for both these positions. However, for the reasons stated above, we believe now is the time to hire a full-time member of the staff to better accomplish these important duties.

A Job description is still in development and will come to Council at a later date for approval.

FINANCIAL IMPLICATIONS

More than \$100,000 per year based on candidate experience. Currently not budgeted, may require a budget amendment.

ATTACHMENTS

1. None

SUGGESTED MOTION

Suggested Motion: I move to approve the Human Resources/Communications Director/Manager position for the City of Chelan.



CITY OF CHELAN

CITY COUNCIL

26 Mar 2024

Subject/Title: Chelan Youth Baseball League 2024 Facility Use Agreement
Department: Parks and Recreation
Staff Contact: Paul Horne
Reviewed By: City Administrator
Finance Director

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 COUNCIL ACTION TAKEN

There was an agreement in place with Chelan Youth Baseball from 2015 - 2017. Council approved the 2023 Facility Use Agreement on April 25, 2023.

OVERVIEW

Background

The Chelan Youth Baseball League wishes to use the PUD athletic fields (Chelan Gorge Park) for the 2024 season consisting of the months of March through June. They have used these fields for many years.

Discussion

The group will perform maintenance on the fields as needed to support their activities offsetting the City's maintenance obligations. This consideration will waive fees which might otherwise offset operation and maintenance costs to the fields and support youth recreation offered by the City of Chelan including T-ball programs. These fees can be reconsidered in future years.

FINANCIAL IMPLICATIONS

None.

ATTACHMENTS

1. Chelan Youth Baseball League 2024 Facility Use Agreement

SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the 2024 Facility Use Agreement with the Chelan Youth Baseball League.



**FACILITY USE AGREEMENT BETWEEN CITY OF CHELAN
&
CHELAN YOUTH BASEBALL LEAGUE
March 27, 2024 – June 27, 2024**

This Agreement, made between the CITY OF CHELAN, a municipal corporation of the State of Washington (hereinafter the "CITY"), CHELAN CAL RIPKEN LEAGUE DBA CHELAN YOUTH BASEBALL LEAGUE, an unincorporated association (hereinafter the "LEAGUE").

WHEREAS, the CITY operates athletic facilities commonly referred to as Chelan Gorge Park Fields located at 425 South Navarre, Chelan, WA 98816; and

WHEREAS, League is a youth athletic league providing athletic opportunities to youths in the Chelan area; and

WHEREAS, the CITY wishes to enter into an agreement with the League to organize, manage and administer a youth athletic league that utilizes Facilities;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and League agree as follows:

1.0 USE; TERM

- 1.1 The CITY grants to the League the non-exclusive right to use the Facilities from March 27, 2024 through June 27, 2024 pursuant to a schedule submitted to and approved by the CITY's Parks and Recreation Director or his or her designee.
- 1.2 The CITY retains the ability to allow uses of the Facilities for any other use.

2.0 RECORDS

- 2.1 The CITY will benefit from the activities of the League, in general, and will particularly benefit Chelan's youth from the League organizing games, tournaments, maintaining fields, and concession area. To assess the benefit to the CITY the League shall keep and maintain detailed records of practices, games played and tournaments hosted, volunteer hours, and cost of materials purchased for installation and use of the facilities.
- 2.2 Each year during the term of this Agreement, the League shall submit the records to the Parks and Recreation Department by August 29, 2024.

3.0 FEES

- 3.1 Except as set out in section 3.2, as consideration for the League's use of the Facilities under this Agreement, the fee for the Facilities established by the City's fee schedule is exchanged in lieu of maintenance services provided by the League.

4.0 MAINTENANCE

- 4.1 The CITY will maintain the Facilities in a manner similar to the maintenance of other parks maintained by the CITY. The CITY will make its best efforts to provide equipment and labor to promote and facilitate use of the Facilities by The League.
- 4.2 The League will provide all supplies and materials and complete any maintenance required of the Facilities to facilitate its use, including without limitation field dragging and striping, provision of bases and event trash collection.

5.0 IMPROVEMENTS OR MODIFICATIONS

- 5.1 Modifications to the Facilities may be made only upon the written permission of the Parks and Recreation Director.
- 5.2 The League shall obtain any and all local, state or federal permits associated with improvements and modifications to the Facilities prior to installation.
- 5.3 Should improvements or modifications be made to the Facility without the permission of the CITY, the League shall remove the improvement or modification and restore the Facilities within 30 days of the CITY's direction. If the improvement or modification is not removed within 30 days, the CITY may remove the improvement or modification and the League shall reimburse the CITY for all costs incurred upon the CITY's request.

- 6.0 DAMAGE OR DESTRUCTION. Any damage to the Facilities caused during the use of the Facilities by the League will be repaired at the CITY's discretion and billed to the League.

7.0 USE OF THE CONCESSION STAND

- 7.1 The concession stand will be available for use for tournaments scheduled in advance.

8.0 UTILITIES

- 8.0 The CITY shall pay the costs of water, sewer, electrical and routine garbage services for the operation of the Facilities.
- 8.1 The League shall be responsible for non-routine garbage collection.
- 8.2 The CITY shall empty the garbage bins at the Facilities, as needed.

- 9.0 INSURANCE. The League shall secure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use-of the Facilities, consisting of general liability insurance covering premises, products--completed operations and contractual liability with combined single limits of liability not less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. The CITY shall be named as an additional insured on this policy. Insurance is to be placed with issuers with a current A.M. Best rating of not less than A: VII (rating must be noted on certificate next to name of insurance company). The League shall provide a certificate of insurance evidencing the required insurance before using the Facilities.

- 10.0 INDEMNIFICATION. The League agrees to defend, indemnify and hold the CITY of Chelan its appointed and elected officials, employees and agents from and against any and all liability, loss, costs, damage

and expense, including costs and attorney fees in defense thereof, arising out of the use of the Facilities by the League and its members, coaches, volunteers, and participants.

- 11.0 **NO ASSIGNMENT.** Neither this Agreement, nor any rights or privileges granted to the League shall be assigned or sublet without the CITY's consent. Any such assignment shall not relieve the League of any obligations under the terms of this Agreement. In the event consent to assignment is given, the CITY may modify the any term or condition of this Agreement.
- 12.0 **MODIFICATION: BINDING EFFECT.** The terms and conditions of this Agreement shall be binding on the Parties and their respective successors, administrators, and assigns and shall be construed in accordance with the laws of the State of Washington. Venue for any action arising out of this Agreement shall be Chelan County, Washington. Any alteration, changes, or amendments of this Agreement will not be effective unless in writing and executed by the parties.
- 13.0 **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement, and of each and every term, condition and provision.
- 14.0 **WAIVER.** The waiver by the CITY of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.
- 15.0 **RELATIONSHIP OF THE PARTIES.** The League is an independent organization in all respects with respect to the use of the Facilities. Nothing in this Agreement shall be considered to create the relationship of employer and employee, principal and agent, or landlord and tenant between the Parties.
- 16.0 **ATTORNEYS FEES.** In the event of litigation regarding any terms of this Agreement, the substantially prevailing Party shall be entitled, in addition to other relief, to such reasonable attorneys' fees as determined by the court.
- 17.0 **NOTICES.** Notices under this Agreement must be in writing and must be sent by registered or certified mail to the last known address of the party to whom the notice is to be given, as designated by such party in writing. The CITY and The League hereby designate their addresses as follows:
- 18.0 **TERMINATION.** This Agreement may be terminated with 90 days written notice by the League or the CITY.

CITY:

CITY OF CHELAN
PO Box 1669
Chelan, WA 98816

Erin McCardle, Mayor

_____, 2024

Attest:

Peri Gallucci, City Clerk

LEAGUE:

CHELAN CAL RIPKEN LEAGUE
DBA: Chelan Youth Baseball
1963 S. Lakeshore Rd
Chelan, WA 98816

DocuSigned by:

Damian Smith

Damian Smith, President

3/13/2024, 2024



CITY OF CHELAN

CITY COUNCIL

26 Mar 2024

Subject/Title: Berger Partnership Professional Services Agreement for the Design of the Chelan Gorge Community Park (Athletic Fields)

Department: Parks and Recreation

Staff Contact: Paul Horne

Reviewed By: City Administrator
Finance Director

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 COUNCIL ACTION TAKEN

On September 27, 2022 Council reviewed the Chelan County PUD No. 1 Athletic Fields Planning Grant. On April 11, 2023 Council pulled the Professional Services Agreement off the agenda for further discussion at the May 2, 2023 City Council Meeting. The topic was discussed at the [June 6, 2023 Council Workshop](#). Council authorized the first Berger Partnership Professional Services Agreement on June 27, 2023.

OVERVIEW

Background

The Parks Director secured a \$100,000 grant from the Chelan County PUD District No. 1 to craft a master plan to guide the redevelopment of Chelan Gorge Community Park (Athletic Fields). The City of Chelan had never before been the recipient of Chelan County PUD No. 1 funding through the Public Power Benefit Program.

Council has approved the [Interlocal Agreement with the PUD](#) at their June 13, 2023 meeting formalizing the terms of the funding from the PUD via their Public

Power Benefit Program.

Berger Partnership, a landscape architecture firm, was selected from the Municipal Research and Services Center (MRSC) consultant roster. They were selected based on their professional qualifications, availability, familiarity with our park system, and track record of successful projects involving high levels of public participation. Scope and fee were negotiated after their selection. This group is very familiar with our park system and are currently working on our Lakeside Park Project.

Berger was secured on June 27, 2023 to perform master planning services for this park. Thus far they've procured a topographical, boundary, and utility survey of the property, and have provided grant support in the form of cost estimates, sketches and guidance for the recently submitted COAF Grant for RCO. Their contract expired on March 12, 2023 and we are proposing the issuance of a new PSA with a revised scope rather than adding an addendum and extension to their current PSA.

Discussion

In parallel with this project the Parks Department is also working on the development of the Parks, Recreation, and Open Space (PROS) Plan. This project contained a considerable amount of public input via statistically valid survey, a deeper dive survey, and will soon feature targeted focus groups asking the Chelan community what they want for their park system. Insights gleaned from this process will reduce the need for duplicate efforts at Chelan Gorge Park, allowing for a truncated master planning process. This in turn will allow for more of the design fees to focus on more granular design needed to move the project toward construction sooner. That is to say that cost savings from the reduced master planning process will go instead toward schematic design and construction drawings for the project.

The Project will proceed in two phases.

Phase 1 Broad Master planning of the entire park.

The master plan will serve as a long range vision for the future development and programming of this park and its resources. It will provide approximate locations of future amenities. The plan will document the public input and will provide cost estimates for the proposed parks program.

Input parameters include a reconfiguration of the fields to minimize the footprint of the fields to best accommodate youth baseball, fast pitch softball, and senior baseball all of which can use smaller fields. The high school age teams play at the high school fields.

Must haves:

- 3 diamond fields oriented toward youth 12 and under and fastpitch softball (200' fences)

- 1 batting cage
- Athletic field lighting – (energy efficient dark sky compliant)
- Spectator Seating bleachers
- Dugouts
- One or more of the diamond fields should be able to accommodate multiuse rectangular fields also geared toward kids 12 and under (potentially 75' instead of 100')
- Walking Path circumnavigating the park and connecting to Riverwalk Park and surrounding sidewalk network
- Irrigation
- Building with Concession Stand, Restrooms, and potentially a small Community Club House to accommodate groups (Such as the VFW who are currently using a small clubhouse on site).
- Neighborhood Park scale playground.
- Parking enhancements

Nice to haves:

- Covered Batting Cage
- Standard Site Furnishings
- Modest picnic shelter/ picnic tables

Remaining Program would be informed by a public meeting and insights from the Parks Advisory Board and Council.

Phase 1 Deliverables

- Park Master Plan with supporting presentation graphics such as character sketches and images, documentation of process
- Master Plan report with Park Master Plan, written narrative, cost estimate, images, and public input summary notes

Phase 2 Development of Construction Drawings for some components to be determined via the master planning process. This will allow us to have shovel ready projects designed for future grants.

Phase 2 Design Deliverables

Council can determine how best to spend those design funds after they've approved the master plan. One option is to increase the granularity of the overall plan. Another option would be to develop key features to construction document level as funding permits.

FINANCIAL IMPLICATIONS

The Chelan County PUD No. 1 is providing \$100,000 for this design project. A ten percent match, equal to \$10,000 is required from the City. As this project was a staff initiative occurring after the adoption of the FY2023 budget, the \$10,000 match was not budgeted.

ATTACHMENTS

1. Berger Partnership Professional Services Agreement for the Design of the Chelan Gorge Community Park

SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the Berger Partnership Professional Services Agreement for the Design of the Chelan Gorge Community Park (Athletic Fields).

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made in duplicate by and between the CITY OF CHELAN, a Washington municipal corporation (the "CITY") and Berger Partnership, a Landscape Architecture Firm (the "SERVICE PROVIDER").

WHEREAS, the CITY desires to complete the Chelan Gorge Community Park (the "Project") which requires specialized skills and other supportive capabilities which the CITY is not able to provide; and

WHEREAS, the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise to perform the services and/or tasks set forth in this Agreement for the Project.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof (the "Services") as detailed in ***Exhibit "A"***. All Services shall be provided according to the care and skill ordinarily used by members of the SERVICE PROVIDER'S profession practicing under the same or similar circumstances at the same time and in the same locality as the Services being performed.
2. Term. This Agreement is effective upon execution by the Mayor. The SERVICE PROVIDER shall begin and complete the provision of the Services, unless sooner terminated according to this Agreement, as follows:

Commencement Date: March 27, 2024
Completion Date: July, 27, 2024

3. Compensation and Method of Payment.

- 3.1 Compensation. The City shall pay the SERVICE PROVIDER on a Time and Expense basis. Time will be according to the rates shown in ***Exhibit "B"***. Expenses are defined as costs incurred by the SERVICE PROVIDER, other than payroll costs, which are directly attributable to the performance of the Services and include mileage and related expenses, long-distance telephone, facsimile, postage and delivery, and other expenses incurred in the direct interest of the Services. Expenses shall also include technical or professional services obtained by the SERVICE PROVIDER upon prior approval of the City that are needed by the SERVICE PROVIDER to complete the Services. Such costs shall be the reimbursed by the City to the SERVICE PROVIDER, plus an additional amount for the SERVICE PROVIDER, as set out in ***Exhibit "C"***, but no greater than 10%.

- 3.2 Billing and Payment. No payment shall be made for any Service rendered by the SERVICE PROVIDER except for Services and expenses identified in this Agreement. The SERVICE PROVIDER will transmit invoices to the City no more often than once each month, for the Services and expenses provided pursuant to this Agreement. All invoices shall list the actual time (days and/or hours) and dates during which the Services were performed and the compensation shall be determined using the rates set out in *Exhibit "B"*, and shall include a report generally describing the progress of the Services and the Project. Payment for the amount stated on the invoice shall be due thirty (30) days from the receipt of the invoice by the City, and amounts not paid when due shall accrue interest at the rate of one percent (1%) per month.
4. Information. The SERVICE PROVIDER shall furnish to the CITY within a reasonable time such statements, records, reports, data, and information as the CITY may request pertaining to the Services and the Project.
5. Independent Contractor Relationship.
- 5.1 The parties intend that an independent contractor relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved by the Services. The implementation of Services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of the Services.
- 5.2 In the performance of the Services the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the Services, however, the results of the Services be approved by the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory performances of the Services. Notwithstanding, the CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee(s), agent(s) or subcontractor(s) from providing Services or otherwise being involved with the Project.
6. Hold Harmless/Indemnification.
- 6.1 Service Provider shall defend, indemnify and hold the City, 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 the Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- 6.2 However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- 6.3 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.
7. Insurance. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services by the SERVICE PROVIDER, its agents, representatives, or employees.
- 7.1 Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:
- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, with limits no less than Two Million Dollars (\$2,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate. The CITY shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the CITY.
 - c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession, with limits no less than Two Million Dollars

(\$2,000,000) per claim and Two Million Dollars (\$2,000,000) policy aggregate limit.

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- a. The SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.
- b. The SERVICE PROVIDER'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

7.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

7.4 Verification of Coverage. SERVICE PROVIDER shall furnish the CITY with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the SERVICE PROVIDER before commencement of the Services.

8. Ownership of Property.

8.1 City's Property. All property furnished by the CITY for the use of the SERVICE PROVIDER shall remain the property of the CITY.

8.2 Instruments of Service. All documents, including drawings and specifications, prepared by the SERVICE PROVIDER pursuant to this Agreement are the instruments of service with respect to the Services and shall be owned by the City upon payment of the SERVICE PROVIDER fee by the City. The SERVICE PROVIDER shall provide the City with reproducible copies of all documents, drawings, specifications, and other work products constituting the instruments of service. The instruments of service are not intended nor represented by the SERVICE PROVIDER to be suitable for reuse by the City or others on extensions of the services provided for the Services, or any other project. Any reuse without written verification or adaptation by the City will be at the City's sole risk and without liability or legal exposure to the SERVICE PROVIDER, and the City shall indemnify and hold the SERVICE PROVIDER harmless from all claims, damages; losses, and expenses including attorney's fees arising out of or resulting therefrom.

9. Compliance with Laws.

- 9.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- 9.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.

10. Nondiscrimination. Because The CITY is an equal opportunity employer:

- 10.1 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 10.2 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.
- 10.3 Assignment. If any assignment or subcontracting has been authorized by the CITY, the assignment or subcontract shall include appropriate safeguards against discrimination.

11. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

11.1 By signing the agreement below, the SERVICE PROVIDER certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 11.1(b) of this certification; and
- d. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

11.2. Where the SERVICE PROVIDER is unable to certify to any of the statements in this certification, such SERVICE PROVIDER shall attach an explanation to this proposal.

12. Assignment/subcontracting.

12.1 The SERVICE PROVIDER shall not assign its performance of the Services or any portion of this Agreement without the City's prior written consent of not less than thirty (30) days. The CITY reserves the right to reject without cause any such assignment.

12.2 Any assignment shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Maintenance and Inspection of Records.

- 13.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- 13.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
14. Termination.
- 14.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by giving thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the CITY shall pay the SERVICE PROVIDER for all Services provided under this Agreement through the date of termination.
- 14.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such failure or noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default and the date of the termination. The SERVICE PROVIDER will only be paid for Services performed in accordance with this Agreement through the date of termination.
15. Notice. Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.
16. Attorneys Fees and Costs. In any dispute arising from the terms or performance of this Agreement, whether a lawsuit is commenced, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including an appeal.
17. Jurisdiction and Venue.

- 17.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and shall be governed by laws of the State of Washington, both as to interpretation and performance.
- 17.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Chelan County, Washington.
18. Severability. If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Agreement.
19. Entire Agreement. This Agreement, including the Exhibits attached, is the complete and exclusion expression of the agreement between them and shall bind their successors and assigns. Any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any provision of this Agreement shall constitute a material breach of contract and be cause for termination. The parties recognize time is of the essence in the performance of this Agreement. The forgiveness or waiver of the nonperformance of any provision of this Agreement does not constitute a waiver of any subsequent nonperformance by a party.

CITY:

CITY OF CHELAN
PO Box 1669
Chelan, WA 98816


Erin McCardle, Mayor
_____, 2024

Attest:

Peri Gallucci, City Clerk

SERVICE PROVIDER:

BERGER PARTNERSHIP
1927 Post Alley, Ste. 2
Seattle, WA 98101

DocuSigned by:


Jason Henry
3/21/2024, 2024



3.20.24

Mr. Paul Horne
Director of Parks, Recreation, and Community Services
City of Chelan – Parks and Recreation
P.O. Box 1669
Chelan, WA 98816

Proposal for Landscape Architectural Services – Chelan Gorge Park

Paul:

I'm excited about the direction we are taking on the Chelan Gorge Park and love the enthusiasm. The following proposal outlines our proposed services and deliverables as follows:

Scope of Work

Development Plan (2 months)

- Project administration.
- Code research.
- Develop conceptual plans based on initial input.
- Targeted outreach meetings with a pre-identified group of stakeholders.
- Prepare graphic documentation of the draft plan.
- Parks board presentation.
- Prepare the project narrative, including likely permitting.
- Prepare an estimate of probable cost of construction.
- Prepare a timeline/phasing plan.
- A perspective rendering of the proposed improvements.
- Parks Board presentation.
- City Council presentation.

Deliverables in this phase include:

1. Development plan report with plans, sections, perspective rendering, written narrative, cost estimate, implementation/phasing plan, and documentation of the public input process.

Phase I Construction Documents (2 months)

- Project administration.
- Prepare drawings and specifications for site improvements.

3.20.24
Mr. Paul Horne
City of Chelan
Proposal for Landscape Architectural Services – Chelan Gorge Park
Page 2 of 3



Deliverables in this phase include:

- 1. Documents and cost estimates at 50% and 100%

Assumptions

- Stakeholders to be identified by Chelan Park to potentially include:
 - Chelan Youth Baseball/Softball and other users of the current ballfields
 - Senior Center members and representatives,
 - VFW (which currently manages the horseshoe pits)
 - Chelan County PUD
- SEPA preparation is not included in the current scope.
- Cultural Resources surveys are not included in the current proposal.
- Permit submittals are excluded at this time.
- Bid and Construction Administration are excluded at this time.
- Budget for Phase I construction is unknown but assumed not to exceed \$350,000.00.

Fees

Based on the scope of services identified at this time, we have established a fee for landscape architectural services as follows:

Development Plan	\$35,260 00
Phase I Construction Documents	\$27,785.00
<u>Reimbursables (estimated)</u>	<u>\$1,500.00</u>
Total	\$64,545.00

Fees will be billed monthly based upon the percentage of work completed. Services beyond those noted in this proposal will be billed as additional services on an hourly basis as follows, or lump sum fees can be negotiated:

Principal (Jason Henry)	\$235.00 per hour
Principal	\$210.00 per hour
Associate	\$190.00 per hour
Project Manager (Stephanie Woirol)	\$160.00 per hour
Landscape Designer	\$130.00 per hour
Administrative Staff	\$115.00 per hour

3.20.24

Mr. Paul Horne

City of Chelan

Proposal for Landscape Architectural Services – Chelan Gorge Park

Page 3 of 3



Printing, reprographic expenses, CAD plots, travel costs (mileage), and other reimbursable expenses will be billed at cost plus a 10% administrative mark-up. Mileage will be charged. All accounts are due in ten days. Invoices not paid within 30 days of the invoice date will be subject to late charges of 1% per month. If payment for services is not received within 90 days of the invoice date, all subsequent services and/or issuance of documents may be postponed until receipt of payment, unless special arrangements are made prior to providing the services.

If you have questions, would like more information, or wish to make any modifications, please do not hesitate to contact us. We look forward to assisting you with Chelan Gorge Park.

Sincerely,

Berger Partnership PS

A handwritten signature in black ink, appearing to read "Jason Henry".

Jason Henry
Principal, PLA, LEED AP

A handwritten signature in black ink, appearing to read "Stephanie Woirol".

Stephanie Woirol
Project Manager



CITY OF CHELAN

CITY COUNCIL

26 Mar 2024

Subject/Title: Beckwith Consulting Scope and Fee for the Imagine
Downtown Chelan Project

Department: Public Works

Staff Contact: Jake Youngren

Reviewed By: City Administrator
Finance Director

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 COUNCIL ACTION TAKEN

Council discussed the Historic Downtown Chelan Association (HDCA) Downtown Revitalization Project at the March 2, 2021 City Council Workshop. On March 9, 2021 Council approved Resolution No. 2021-1390 supporting the project. On November 9, 2021 an update on the HDCA Downtown Revitalization Project was provided to Council. Citizen comments were taken at the November 23, 2021 City Council Meeting. On March 8, 2022 Council approved for staff to develop a Memorandum of Understanding for the Downtown Revitalization Plan between the City of Chelan and the HDCA. On May 24, 2022, Council authorized the Mayor to finalize and execute the Memorandum of Understanding between the HDCA and the City of Chelan to clarify the expectations, roles, and responsibilities of the collaboration of the Parties for the Downtown Revitalization Project. On January 24, 2023 Council discussed Beckwith Consulting's Scope and Fee for the Downtown Revitalization Project. On February 13, 2023 Council approved the Professional Services Agreement for the Chelan Downtown Revitalization Project. On April 11, 2023 Council received an update from Beckwith Consulting team from their completed initial site assessment for the Downtown Revitalization Project. On July 25, 2023 Beckwith Consulting presented to City Council the Imagine Downtown Chelan Survey Results. On August 22, 2023 Beckwith Consulting provided an update to City Council on the Imagine Downtown Chelan project. On

September 26, 2023 Beckwith Consulting provided an update to City Council regarding the results of the online survey and the configuration demonstrations. An update was provided to Council on November 28, 2023 and configuration designs were chosen. Council approved the one year extension of the HDCA Memorandum of Understanding on December 12, 2023.

OVERVIEW

The City of Chelan has completed the preliminary design and planning phase of the Downtown Revitalization Project. The next phase of the project is to advance the project through the design phase which would result in the completion of a construction ready bidding documents and drawings. The proposed design scope includes the following tasks:

1. INITIATE WORK

Task 1a: Conduct project start workshop

Task 1b: Complete topographic survey

2. PRE-DESIGN TO 30%

Task 2a: Complete pre-design to 30%

Task 2b: Review with stakeholders/Council

3. DESIGN WOODIN AVENUE TO 60%

Task 3a: Design to 60%

Task 3b: Survey public on palette themes

4. DESIGN WOODIN AVENUE TO 90%

Task 3c: Review with Stakeholders/Council

Task 4a: Design to 90%

5. DESIGN WOODIN AVENUE TO 100%

Task 5a: Design to 100%

Task 5b: Review with Council

Additional detail will be provided during staffs presentation. Refer to the attached scope and fee proposal for further details.

FINANCIAL IMPLICATIONS

Not to exceed \$343,804. The City has budgeted \$250,000 in the 2024 budget with an additional ~\$127,000 remaining from 2023. The HDCA has approximately \$100,000 of remaining grant funds to be expended on this project. Adequate funds are available for the proposed design work.

ATTACHMENTS

1. Beckwith Consulting Scope and Fee for the Imagine Downtown Chelan Project

SUGGESTED MOTION

Suggested Motion: None.

Scope of Work Chelan Downtown Project



Beckwith Consulting Group

21 February 2024

Schedule and budget

Team Leader - Tom Beckwith FAICP															
1 Civil Engineer - Eric Scott PE															
1 Traffic Engineer - Michael Reed PE															
1 Landscape Architect - Jennifer Kiusalaas ASLA LEED															
1 Urban Design - Julie Blazek AIA LEED															
1 Survey - Complete Design (former NW Geodimensions)															
1 1 1 1 1															
1 1 1 1 1 months															
1 1 1 1 1 Fe Mç Ap Mç Ju Jl Au Se Oc Nc De															
1 Project management															
a	Conduct project start workshop	X	X	X	X	O									
b	Compete topographic survey	X	X		X										
2 Complete pre-design to 30% complete area															
a	Complete pre-design to 30% complete area	X	X	X	X										
b	Review with stakeholders/Council	X	X	X				O							
3 Complete design to 60% Woodin Avenue only															
a	Complete design to 60% Woodin Avenue only	X	X	X	X										
b	Survey public on design palette	X													
c	Review with stakeholders/Council	X	X	X	X					O					
4 Complete design to 90% Woodin Avenue only															
a	Complete design to 90% Woodin Avenue only	X	X	X	X										
b	Review with Council	X	X	X	X										
5 Complete bid documents to 100% Woodin Avenue only															
a	Complete bid document to 100% Woodin Avenue only	X	X	X	X										
b	Review with Council	X	X												
6 Bidding assistance															
a	Bidding assistance	X	X	X	X										tbd
7 Construction support															
a	Construction support	X	X	X	X										tbd
O Milestone workshop															
Subtotal \$251,200 \$8,600 \$327,432															
Contingency 5% \$16,372															
Project budget \$343,804															

Scope of work

1: Initiate work

Task 1a: Conduct project start workshop

We will conduct a workshop with your Chelan Public Works Department, Parks Department, Historic Downtown Chelan Association (HDCA), and others you deem appropriate to review:

- Design scope for this project phase to 30% and 100%
- Permit requirements and affected agencies
- Preliminary cost estimates
- Possible construction schedules
- Community impact of construction work and possible phasing
- Chelan bid document and specification formats including drawing base
- Scope of work, schedule, fees, and other particulars of this proposal

Task 1b: Complete topographic survey

We will accomplish a topographic survey to include the public street right-of-way from Columbia to Sanders Streets, and East Johnson to East Wapato Avenue as well as the public parking lot on East Johnson Avenue and on East Wapato Avenue as shown in Attachment 1 Survey Boundaries.

The survey will provide electronic CAD file and PDF file with DTM information, below grade utilities, door locations, and FF elevations of shops, as well as typical surface features and include the following:

- **Ground penetrating radar to determine all underground improvements**
- Property boundaries specifically including Wells Fargo Bank ATM parcel adjoining south parking lot
- Building outlines
- Door locations to buildings
- FF elevations of the buildings
- Surface features, such as sidewalks, trees, lights, signs, sculptures, etc.
- Sidewalks with brick patterns will be identified
- Building canopies that extend out over the sidewalk will be identified
- Limits of asphalt paving and concrete paving will be identified

- Restaurant with fences around sidewalk seating will be identified
- General topography
- Top and bottom of curbs
- Detailed information around ADA ramps
- Road and parking striping
- All underground utilities, water, sewer, storm, power, communications, gas, etc. will be identified
- Sizes and material will be identified if known
- Rims and inverts of drainage structures
- The next downstream structure beyond the limits of work, so that a pipe slope and depth can be determined will be identified
- Datum shall be North American Datum (NAD 83 - 2011) and North American Vertical Datum (NAVD 88).

Survey results will be coordinated with Lidos Consulting work on the 40 Chevron monitors reading movement of underground oil within the downtown project area.

The survey does not include:

- Transportation, Impact Studies, Geologic Hazards Assessments, Stream Typing, Application Fees, Recording Fees, Civil Engineering, Septic Design, etc. are not included.

2: Pre-design to 30%

Task 2a: Complete pre-design to 30%

Based on the results of Task 1, we will complete pre-design to 30% of the complete area shown in Attachment 1 including:

Woodin Avenue and Emerson Street

- **Condition assessment** of the existing sidewalk, curb extensions, and crosswalk concrete and brick pavers indicating which sections need to be removed.
- **New curb placement** expanding the sidewalks on Woodin Avenue and Emerson Street from 12 to 14 feet.
- **Parking configurations** on Woodin Avenue and Emerson with existing 45 and 60-degree parking stall alignments.
- **Crosswalk** locations, widths, and extent of curb extensions at the street intersections

including the existing mid-block crosswalk on Woodin Avenue.

- **Street light** locations including smart pedestrian level and overhead roadway light standards and supporting new power supply system.
- **Street tree pit** locations along Woodin Avenue, Emerson Street, and Wapato Avenue as well as in the extended crosswalk locations including supporting irrigation supply system.
- **Impact** on existing overhead building canopies and outdoor dining fencing.

North parking lot on Columbia Avenue

- **Reconfigured two-way entrance** from Johnson Avenue including closure of existing one-way entry near Columbia Street.
- **Reconfigured 45-degree parking** aisles and stalls within the parking lot including handicapped stalls next to the plaza.
- **New curb locations** within the parking lot resulting from the above including plaza, landscape planting areas, street trees, and signage.
- **Parking lot walkway connection** to existing midblock passage to Woodin Avenue.
- **New canopy street tree pit locations** in the parking planting areas and within the plaza.
- **Impact on existing streetlights** or lighting within the parking lot and plaza.
- **Alternative concepts** for replacing existing restroom structure with modular unisex restrooms.

South parking lot on Wapato Avenue (including Wells Fargo property)

- **Reconfigured entrances** from Wapato Avenue providing continued access to Wells Fargo Bank ATM.
- **Reconfigured 45-degree parking** aisles and stalls within the parking lot including handicapped stalls next to the ATM.
- **New curb locations** within the parking lot resulting from the above including alley and parking lot landscape planting areas, street trees, and signage.
- **Parking lot walkway connection** to existing bumper curb walkway along west Wells Fargo Bank property line to Woodin Avenue.
- **New curb and sidewalk improvements on Wapato Avenue** from Sanders to Emerson Street and Riverwalk Park.
- **New street tree pit locations** in the parking lot planting areas and along the sidewalk on north Wapato Avenue.

- **Impact on existing streetlights** or lighting within the parking lot and along Wapato Avenue.

Assumptions:

- Regrading/repaving will be limited to the parking areas of Woodin Avenue and Emerson Street and not extend into the travel lane of the roadways.
- Utility relocation and or replacements other than stormwater will not be required.
- Any new stormwater system will simply connect into the existing public storm system, and not require flow control or water quality mitigation.
- City of Chelan will provide information on existing pavement thicknesses and utility size and material.
- Any changes to ADA ramps will reference standard WSDOT details, and individual ramp details will not be required.
- Maximum extent feasible (MEF) documentation will not be required for ADA paths.
- Proposed project is exempt from State Environmental Policy Act (SEPA).
- The city is responsible for all permitting fees.

Exclusions:

- Division 0 and 1 Specifications
- Structural retaining walls
- Structural design
- Street furnishings and planters
- Lighting photometrics
- Decorative pavements and/or pavers
- Franchise utility coordination and design
- Capacity analysis of existing utilities.
- Traffic signal analysis and design
- Bid and construction support services

Task 2b: Review with stakeholders/Council

We will review pre-design contents to 30% with Chelan Public Works Department, Parks Department, Historic Downtown Chelan Association (HDCA), and others you deem appropriate during a series of workshops.

- **Cost estimates and schedules** - based on workshop results, we will refine 30% pre-design contents and update construction cost estimates and schedules accordingly.

3: Design to 60% Woodin Avenue

Task 3a: Design to 60%

Based on the results of Task 2, we will complete design to 60% of Woodin Avenue from Columbia to Sanders Streets including alternative palette selections for:

- **Sidewalk materials** including new installation of concrete, pavers, bricks, or other material alternatives in the 2-foot addition or the complete new 14-foot sidewalk.
- **Crosswalk materials** including painted asphalt, concrete, asphalt, or brick paver alternatives.
- **Pedestrian and roadway lighting standards** including LED illumination, exterior power receptacles, internet services, audio sound, hanging flower baskets and irrigation, or other smart feature alternatives.
- **Columnar street trees** including species, size, and spacing alternatives along Woodin sidewalks and **canopy street trees** including species, size, and spacing alternatives at crosswalk extensions.
- **Tree pit covering** including permeable, iron grate, or other alternatives.
- **Landscape planter materials** including gravel or rockery, ground cover, shrubbery, ornamental, or other alternatives.
- **Sidewalk furnishings** including benches, trash receptacles, water fountains, newspaper stands, sculptures, and/or other features.
- **Temporary event furnishings** including banners, special event lighting, Christmas tree location, winter ice sculptures, and other features.,
- **Align ordinances** governing overhead canopies, outdoor dining areas, a-frame signage, benches, sidewalk displays, potted plants, and other business and property owner improvements and furnishings **with expanded sidewalk widths.**
- **Cost estimates** for each palette furnishing option and the impact on overall construction costs for Woodin Avenue.

Community impact

We will define possible construction impacts from noise, vibration, dust, temporary relocation of parking and loading, pedestrian and vehicular traffic redirections, and customer and tourist inconvenience on downtown business and property owners along with possible mitigations **including out-of-season**

(January 18 - mid May) construction scheduling.

Task 3b: Survey public on palette themes

We will design and conduct an online survey asking preferences and priorities of alternative palette themes of residents, business and property owners, and tourists.

We will summarize the results and the palette theme preferences indicated by survey respondents.

Task 3c: Review with stakeholders/Council

We will review 60% design contents with Chelan Public Works Department, Parks Department, Historic Downtown Chelan Association (HDCA), and others you deem appropriate during a series of workshops.

- **Cost estimates and schedules** - based on workshop results, we will refine 60% design contents and update construction cost estimates and schedules accordingly.
- **Bid Booklet** - we will develop drawings and specifications in accordance with Chelan standards including general notes, road sections, site preparation and erosion control plans, roadway plans, drainage plans, all intersection curb extension details, light standards, power supply, site furnishings, pavement materials, planting materials, irrigation layout.

4. Design to 90% Woodin Avenue

Task 4a: Design to 90%

Based on the results of Task 3, we will complete design to 90% of Woodin Avenue from Columbia to Sanders Streets including:

- **Complete set of contract documents** including drawings, final sidewalk and street plans and profiles, electric and irrigation drawings, streetlight details, tree pit and street tree details, and street furnishing details.
- **Specifications** for sidewalk, crosswalk, lighting standards, electrical and irrigation systems, tree pit and columnar and canopy street trees, and street furnishings unique to this project.
- **Updated cost estimates** including bid alternatives and provisions for state or federal prevailing wage requirements.

- **Construction scheduling alternatives** allowing for weather, seasonal events, temporary parking and delivery relocations, and funding phasing.
- **Construction permit applications** necessary to bid and initiate work.

Task 4b: Review with Council

We will review 90% design contents with Chelan Public Works Department, Parks Department, Historic Downtown Chelan Association (HDCA), and others you deem appropriate during a series of workshops.

- **Cost estimates and schedules** - based on workshop results, we will refine 90% design contents and update construction cost estimates and schedules accordingly.
- **Bid Booklet** - we will further develop drawings and specifications in accordance with Chelan standards **and appropriate prevailing wage scales** along with instructions, general terms and conditions, and agreements.

5. Design to 100% Woodin Avenue

Task 5a: Design to 100%

Based on the results of Task 4, we will complete design to 100% of Woodin Avenue from Columbia to Sanders Streets including:

- **Final set of contract documents** including drawings, final sidewalk and street plans and profiles, electric and irrigation drawings, streetlight details, tree pit and street tree details, and street furnishing details.
- **Final specifications** for sidewalk, crosswalk, lighting standards, electrical and irrigation systems, tree pit and columnar and canopy street trees, and street furnishings unique to this project.
- **Final cost estimates** including bid alternatives and provisions for state or federal prevailing wage requirements.
- **Selection of construction scheduling alternatives** allowing for weather, seasonal events, temporary parking and delivery relocations, and funding phasing.
- **Construction permit approvals** necessary to bid and initiate work.
- **Construction impact mitigations** providing business/property owner notifications, temporary access to buildings during

construction including ADA compliance, parking and traffic management, insurance, and liquidated damage provisions for delays and inconveniences.

Task 5b: Review with Council

We will review 100% design contents with Chelan Public Works Department, Parks Department, Historic Downtown Chelan Association (HDCA), and others you deem appropriate during a series of workshops.

- **Bid advertisement** - based on workshop results, we will finalize Bid Booklet contents with which Public Works can advertise the project accordingly.

6. Bidding assistance

Task 6a: Bidding assistance

Based on the results of Task 5, we can provide Public Works the following bid assistance:

- **Mandatory in-person pre-bid meeting attendance** to document and respond to questions.
- **Addenda preparation and issuance** if appropriate and requested.
- **Bid analysis** including review of minimum qualifications and requirements specified in contract bid documents and cost and quality feasibility.

7. Construction support

Task 7a: Construction support

Based on the results of Task 6, we can provide Public Works the following construction support services:

- **Pre-construction meeting attendance** to document and respond to questions.
- **Progress meetings** including interpretation of contract documents,
- **Inspections** of construction compliance.

DRAFT

TENTATIVE ADVANCED AGENDA WORKSHEET

For Planning Discussion Purposes Only

as of March 20, 2024

Please note this is a work in progress; items are tentative and subject to change.

April 2, 2024 Workshop

1. Public Works Introduce New Staff (Youngren)
2. Lake Chelan Chamber of Commerce Presentation (Farris)
3. Public Works Update (Youngren)
4. Lakeside Trail Project Update (Youngren)
5. Budget Amendment Discussion (Tupling)

April 9, 2024 City Council

1. Minutes
2. Consent Agenda
 - a. Checks and Payroll
3. Special Presentations
 - a. Earth Day Proclamation
 - b. WA State Marine Patrol Officer of the Year Awarded to Deputy Garrett Churchill (Farris/_____)
4. Public Hearings
 - a.
5. Motion Considerations
 - a. Rally Alley Concession Agreement (Horne)
 - b. Highland Farms Easement (Youngren)
 - c. Beckwith – Scope & Fee for Downtown Project (Youngren)
 - d. Lakeshore Marina Seasonal Moorage Agreements (Horne)
 - e. PSA for Berger for Lakeside Park
6. Administrative Reports
 - a. FCS Group Update (Youngren)
7. Informational Items
 - a. Tentative Advanced Agenda

April 9, 2024 Airport Board

1. Minutes
2. Consent Agenda

April 9, 2024 Transportation Benefit District Board Meeting

- 1.

April 23, 2024 City Council

1. Minutes
2. Consent Agenda
 - a. Checks and Payroll

3. Special Presentations
 - a.
4. Public Hearings
 - a.
5. Motion Considerations
 - a. Chelan County Sheriff's Office Marine 2 Patrol Vessel Funding Request (Farris)
6. Administrative Reports
 - a.
7. Informational Items
 - a. Tentative Advanced Agenda
 - b. Council Committee Reports (Various Councilmembers)

April 23, 2024 Airport Board

1. Minutes
2. Consent Agenda

May 7, 2024 Workshop

1. Chelan Valley Housing Trust Presentation (___?___)
- 2.
- 3.

May 14, 2024 City Council

1. Minutes
2. Consent Agenda
 - a. Checks and Payroll
3. Special Presentations
 - a.
4. Public Hearings
 - a.
5. Motion Considerations
 - a.
6. Administrative Reports
 - a.
7. Informational Items
 - a. Tentative Advanced Agenda
 - b. Council Committee Reports (Various Councilmembers)

May 14, 2024 Airport Board

1. Minutes
2. Consent Agenda
 - a. Checks and Payroll

May 28, 2024 City Council

1. Minutes
2. Consent Agenda
 - a. Checks and Payroll
3. Special Presentations

- a.
- 4. Public Hearings
 - a.
- 5. Motion Considerations
 - a.
- 6. Administrative Reports
 - a.
- 7. Informational Items
 - a. Tentative Advanced Agenda
 - b. Council Committee Reports (Various Councilmembers)

May 28, 2024 Airport Board

- 1. Minutes
- 2. Consent Agenda
 - a. Checks and Payroll

June 4, 2024 Workshop

- 1.
- 2.
- 3.

June 11, 2024 City Council

- 1. Minutes
- 2. Consent Agenda
 - a. Checks and Payroll
- 3. Special Presentations
 - a.
- 4. Public Hearings
 - a.
- 5. Motion Considerations
 - a.
- 6. Administrative Reports
 - a.
- 7. Informational Items
 - a. Tentative Advanced Agenda
 - b. Council Committee Reports (Various Councilmembers)

June 11, 2024 Airport Board

- 1. Minutes
- 2. Consent Agenda
 - a. Checks and Payroll

June 25, 2024 City Council

- 1. Minutes
- 2. Consent Agenda
 - a. Checks and Payroll
- 3. Special Presentations

- a.
- 4. Public Hearings
 - a.
- 5. Motion Considerations
 - a.
- 6. Administrative Reports
 - a.
- 7. Informational Items
 - a. Tentative Advanced Agenda
 - b. Council Committee Reports (Various Councilmembers)

June 25, 2024 Airport Board

- 1. Minutes
- 2. Consent Agenda

July 2, 2024 Workshop

- 1.
- 2.
- 3.

July 09, 2024 City Council

- 1. Minutes
- 2. Consent Agenda
 - a. Checks and Payroll
- 3. Special Presentations
 - a.
- 4. Public Hearings
 - a.
- 5. Motion Considerations
 - a.
- 6. Administrative Reports
 - a.
- 7. Informational Items
 - a. Tentative Advanced Agenda
 - b. Council Committee Reports (Various Councilmembers)

July 09, 2024 Airport Board

- 1. Minutes
- 2. Consent Agenda
 - a. Checks and Payroll

July 23, 2024 City Council

- 1. Minutes
- 2. Consent Agenda
 - a. Checks and Payroll
- 3. Special Presentations
 - a.
- 4. Public Hearings

- a.
- 5. Motion Considerations
 - a.
- 6. Administrative Reports
 - a.
- 7. Informational Items
 - a. Tentative Advanced Agenda
 - b. Council Committee Reports (Various Councilmembers)

July 23, 2024 Airport Board

- 1. Minutes
- 2. Consent Agenda
 - a. Checks and Payroll

August 6, 2024 Workshop

- 1.
- 2.
- 3.

August 13, 2024 City Council

- 1. Minutes
- 2. Consent Agenda
 - a. Checks and Payroll
- 3. Special Presentations
 - a.
- 4. Public Hearings
 - a.
- 5. Motion Considerations
 - a.
- 6. Administrative Reports
 - a.
- 7. Informational Items
 - a. Tentative Advanced Agenda
 - b. Council Committee Reports (Various Councilmembers)

August 13, 2024 Airport Board

- 1. Minutes
- 2. Consent Agenda
 - a. Checks and Payroll

August 27, 2024 City Council

- 1. Minutes
- 2. Consent Agenda
 - a. Checks and Payroll
- 3. Special Presentations
 - a.
- 4. Public Hearings

- a.
- 5. Motion Considerations
 - a.
- 6. Administrative Reports
 - a.
- 7. Informational Items
 - a. Tentative Advanced Agenda
 - b. Council Committee Reports (Various Councilmembers)

August 27, 2024 Airport Board

- 1. Minutes
- 2. Consent Agenda
 - a. Checks and Payroll

Upcoming Topics:

- 1. GMP Consulting LLC Consulting Services Agreement for Recruitment of an Assistant Parks and Recreation Director

Upcoming Dates:

- 1. April / May – Six Year Transportation Program (STIP) Public Engagement
- 2. April – National Arbor Day – April 26, 2024
- 3. ~~May – TBD Committee Appointment~~
- 4. May – Proclamation - Professional Municipal Clerks Week – May 5 -11, 2024
- 5. May – Proclamation - National Public Works Week – May 19 – 25, 2024
- 6. May – Proclamation – National Accounting Day – May 19, 2024
- 7. June – Public Hearing Six Year Transportation Program (STIP)
- 8. June – Resolution No. 2024-14XX Six Year Transportation Program (STIP)
- 9. July – Proclamation – Parks and Recreation Professional Day – July 19, 2024
- 10. Transportation Benefit District – Quarterly Board Meeting

- a. Second Tuesday of January, April, July and October of each year immediately following the conclusion of the Chelan City Council meeting.

Liaison Committee Report

Name of Meeting:*

Chelan Valley Housing Trust board meeting

Date of Meeting:*

2024-02-26

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.

Went over budget for the year

Emerson Harbor has 6 units 2 bedrooms 1 bathroom at 900 sq ft estimated time for occupancy 90 to 120 days out.

Anderson road project next on the list and a motion to acquire all 9.1 acres was voted on and passed.

Upload applicable meeting documents here if available:

Max upload is 25MB per file

image.jpg

3.17MB

image.jpg

2.86MB

Submitted By

Signature*

Brad Chitty

Signature Date*

2024-03-06

Liaison Committee Report

Name of Meeting:*

Lake Chelan Watershed Planning Unit

Date of Meeting:*

2024-03-13

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.
Phil Long gave a status report on Lake quality and had a sample of some growth that is being sent in for evaluation.

Reported on new robotic submersible for collecting data

Lisa Downing reported on Mobile Watercraft Inspection Program. It will continue 2024.

Citizen Science Monitoring / private property owners can have monitoring devices at their location on the lake for more data.

Lisa is taking another job and will leave at the end of March 2024

Stephen Lesky gave report on VSP Program and possibility to help farmers with grant money for more efficient irrigation..

Upload applicable meeting documents here if available:

Max upload is 25MB per file

image.jpg

3.23MB

Submitted By**Signature***

Brad Chitty

Signature Date*

2024-03-18

Liaison Committee Report

Name of Meeting:*

Chelan Valley Housing Trust

Date of Meeting:*

2024-03-18

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.

New board members voted in. Dave Rogee and Amy Sheridan.

Board is looking for new ways to advertise the Emerson Harbor townhomes those who earn 80% to 120% of area median income. (Middle class)

Agenda and Financial report attached.

Upload applicable meeting documents here if available:

Max upload is 25MB per file

CVHT financial summary.pdf

59.38KB

CVHT agenda 3-18-24.pdf

24.34KB

Submitted By

Signature*

Jon M Higgins

Signature Date*

2024-03-20

Liaison Committee Report

Name of Meeting:*

Planning Commission Meeting

Date of Meeting:*

2024-03-20

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.

John gave overview of downtown zone for building height

Questions asked - one person / small town feel / were to find Downtown Master plan (city web site) / Does height change zone - no

John gave ag development code overview

Comments / short term rentals vs ag tourism / definitions to be clear / 7 years working on this project

another workshop was suggested and approved.

Unit sub - division was also addressed

Upload applicable meeting documents here if available:

Max upload is 25MB per file

Submitted By**Signature***

Brad Chitty

Signature Date*

2024-03-20

Liaison Committee Report

Name of Meeting:*

Chelan Fire District Meeting

Date of Meeting:*

2024-03-20

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.

Chief Asher spoke on the February financial report and emergency response report.

73 calls in February. Only major event was a vehicle fire in McNeil Canyon. Response times all under the 9 minute goal. Also talked briefly on the TIF.

Assistant Chief Sherman left the meeting in a hurry to respond to a commercial fire alarm at the post office. Returned shortly and talked about the 6 recruits in training.

The Fire department is having a "Push-In" ceremony on April 13th at noon. This is an old tradition that dates back to the time when the fire apparatus (tanker) was hooked to a team of horses. The new apparatus is washed by the water from the old vehicle and then pushed into the parking bay by hand.

Upload applicable meeting documents here if available:

Max upload is 25MB per file

Chelan Fire agenda 3-20-24.pdf

36.95KB

Submitted By**Signature***

Jon M Higgins

Signature Date*

2024-03-21