

**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. Approve April 23, 2024 Minutes of the Regular City Council Meeting (City Clerk Gallucci) 4 - 8  
[April 23, 2024 Minutes](#)
  - B. Approve the May 7, 2024 Minutes of the City Council Workshop Meeting (City Clerk Gallucci) 9 - 10  
[May 7, 2024 Minutes](#)
  - C. Approve the May 14, 2024 Minutes of the City Council Meeting (Deputy City Clerk Couch) 11 - 15  
[May 14, 2024 Minutes](#)  
*Suggested Motion: I move to approve the Minutes.*
5. CONSENT AGENDA  
All items under the Consent Agenda are approved with one motion.
  - A. Approve May 28, 2024 Accounts Payable Checks and EFT's & Payroll Checks and EFT's (Councilmember Dietrich)
  - B. Historic Downtown Chelan Association (HDCA) Memorandum of Understanding Amendment No. 2 (Public Works Director Youngren) 16 - 21  
[Agenda Bill No. 2021-018R](#)
  - C. Lakeshore Marina Seasonal Moorage Agreements (Parks and Recreation Director Horne) 22 - 29  
[Agenda Bill No. 2024-020A](#)  
*Suggested Motion: I move to approve the Consent Agenda.*
6. SPECIAL PRESENTATIONS
  - A. Main Street Week Proclamation (Mayor McCardle) 30  
[2024 Main Street Week Proclamation](#)
7. PUBLIC HEARINGS
  - A. None
8. MOTION CONSIDERATIONS
  - A. Resolution No. 2024-1441 Parks & Recreation Open Space (PROS) Plan Adoption (Parks and Recreation Director Horne) 31 - 35  
[Agenda Bill No. 2023-039F](#)  
*Suggested Motion: I move to adopt Resolution No. 2024-1441.*
  - B. Chelan Highlands, LLC Hiland Farms Water Service Performance 36 - 47

Assurance Agreement for Improvements to Existing Water Services with the Hiland Farms Development (Public Works Director Youngren)

[Agenda Bill No. 2004-014G](#)

*Suggested Motion: I move to authorize the Mayor to finalize and execute the Chelan Highlands, LLC Hiland Farms Water Service Performance Assurance Agreement for improvements to existing water services with the Hiland Farms Development.*

- C. RH2 Engineering, Inc. Task Authorization No. 14-2024 for the Boyd Road and Pinnacle Booster Pump Station Evaluation (Public Works Director Youngren) 48 - 52

[Agenda Bill No. 2024-025](#)

*Suggested Motion: I move to authorize the Mayor to finalize and execute the RH2 Engineering, Inc. Task Authorization No. 14-2024 for the Boyd Road and Pinnacle Booster Pump Station Evaluation.*

- D. Ardurra Group, Inc. Professional Services Agreement for Additional Consulting Services (Public Works Director Youngren) 53 - 62

[Agenda Bill No. 2024-021](#)

*Suggested Motion: I move to authorize the Mayor to finalize and execute the Ardurra Group, Inc. Professional Services Agreement for Additional Consulting Services.*

- E. Ardurra Group, Inc. Supplemental Engineering Services Task Authorization No. 1-2024 for Design Services for the Lift Station No. 1 Improvements Project (Public Works Director Youngren) 63 - 73

[Agenda Bill No. 2024-021A](#)

*Suggested Motion: I move to authorize the Mayor to finalize and execute the Ardurra Group, Inc. Supplemental Engineering Services Task Authorization No. 1-2024 for Design Services for the Lift Station No. 1 Improvements Project.*

- F. Ardurra Group, Inc. Supplemental Engineering Services Task Authorization No. 2-2024 for Design Services for the 2025 Downtown Water and Sewer Pipe Replacement Project (Public Works Director Youngren) 74 - 88

[Agenda Bill No. 2024-021B](#)

*Suggested Motion: I move to authorize the Mayor to finalize and execute the Ardurra Group, Inc. Supplemental Engineering Services Task Authorization No. 2-2024 for Design Services for the 2025 Downtown Water and Sewer Pipe Replacement Project.*

9. ADMINISTRATIVE REPORTS

- A. Ordinance No. 2024-1624 Computer 5, Inc. dba LocalTel Communications Cable Television Franchise Agreement (City Attorney Batjer) 89 - 111

[Agenda Bill No. 2005-006F](#)

*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) 112 - 115

[Tentative Advanced Agenda](#)

- B. Council Committee Reports (Various Councilmembers) 116 - 119

[Chelan Chamber of Commerce Board Meeting May 21, 2024 \(Councilmember Sanders\)](#)

[City of Chelan Planning Commission Meeting May 15, 2024 \(Councilmember Chitty\)](#)

11. CITY ADMINISTRATOR/DEPARTMENT REPORTS

12. MAYOR AND COUNCIL COMMENTS

13. RECESS - AIRPORT BOARD MEETING

A.

120 - 122

[Lake Chelan Airport Board Agenda Packet](#)

14. EXECUTIVE SESSION

A. None

15. MOTION TO ADJOURN

A. Final Comments/Motion to Adjourn (Mayor McCardle)

*Suggested Motion: I move to adjourn.*

16. ADJOURNMENT

**"It's not about ideas. It's about making ideas happen." Scott Belsky**

#### ***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 June 4, 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.***



**CITY OF CHELAN**  
**City Council Meeting - April 23, 2024**

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Mayor:**

Erin McCardle

**Councilmembers:**

Brad Chitty

Shari Dietrich

Mark Ericks (Absent/Excused)

Bob Goedde

Jon Higgins

Tim Hollingsworth

Terry Sanders

**Staff Present:**

City Administrator Wade Farris

City Attorney Quentin Batjer

City Clerk Peri Gallucci

Community Development Director John Ajax

Finance Director Jackie Tupling

Parks & Recreation Director Paul Horne

Public Works Director Jake Youngren

Records Clerk Kali Taylor

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

**The meeting was called to order at 6:00 p.m.**

2. AGENDA CHANGES

A. None.

3. CITIZEN COMMENTS

**Items not on the agenda. Time limited per the Mayor.**

A. John Olson, Chelan, spoke regarding Ag-Tourism. He recommended people read Richard Ulhorn's article regarding this topic.

4. MINUTES

A. April 9, 2024 Minutes of the Regular City Council Meeting

**Motion to approve the Minutes.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Chitty.

***Motion passed unanimously.***

5. CONSENT AGENDA

**All items under the Consent Agenda are approved with one motion.**

A. April 23, 2024 Accounts Payable Checks No. 208813 - 208897 and EFT's totaling \$400,139.51 & Payroll Checks No. 102638 - 102650, Direct Deposits and EFT's totaling \$225,791.93. Voided Checks No. 102618 - 102619 (on the April 9, 2023 Check Run) and 10625 - 102637 due to printer error.

B. Halme Builders Parks Maintenance Building Change Order No. 3



**Motion to approve the Consent Agenda.**

Moved by Councilmember Higgins, seconded by Councilmember Goedde.

***Motion passed unanimously.***

6. SPECIAL PRESENTATIONS

A. National Arbor Day Proclamation - April 26, 2024

Mayor McCardle proclaimed April 26, 2024 as National Arbor Day in Chelan.

B. Professional Municipal Clerks Week Proclamation - May 5 - 11, 2024

Mayor McCardle proclaimed May 5 - 11, 2024 as Professional Municipal Clerks Week. She thanked City Clerk Gallucci and Records Clerk Taylor for all of their hard work.

7. PUBLIC HEARINGS

A. None.

8. MOTION CONSIDERATIONS

A. Link Transport Letter of Support for the 2024 Federal Transit Administration Low-No Grant Application

Link requested the City sign a letter of support for their grant application.

**Motion to authorize the Mayor to finalize and execute the letter of support for Link Transit's 2024 Low-No Grant application to the Federal Transit Administration's 5339(c) Low or No Emission Grant Program.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Chitty.

***Motion passed unanimously.***

B. Pipkin Construction Bid Award & Contractor Agreement for the Park Street Park Project

Parks & Recreation Director Horne stated Pipkin was the lowest, responsive bidder for the Park Street Project. Awarding the bid now will allow them to secure their bonding. The project will kickoff this spring.

**Motion to award the bid to Pipkin Construction for the Park Street Project and to authorize the Mayor to finalize and execute the Contractor Agreement with Pipkin Construction for the Park Street Park Project upon receipt of the final documents.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Higgins.

***Motion passed unanimously.***

9. ADMINISTRATIVE REPORTS

A. FAA Onsite Tour and Joint Meeting Update

City Administrator Farris provided an update regarding the meeting which was attended by the FAA, the Port, the City and the City's consultants, JUB Engineers. The FAA will allow the airport runway to be shifted, rotated, and widened. The Lake Chelan Airport does not have enough B-2 planes utilizing the airport to justify lengthening the runway at this time. The FAA has left the lengthening as an option once the airport has 500 B2 flights. The consultants are still trying to gain access to properties for the Environmental Assessment. Trent Moyers, Director of Airports, will try and coordinate a meeting between the landowners in Wenatchee that have went

through the land acquisition process and impacted landowners from Chelan.

B. Parks & Recreation Open Space (PROS) Plan Update

Parks and Recreation Director Horne provided an update on the PROS Plan. He discussed the second tier and his various methods of community engagement. He wants the Parks system to be for the community and by the community. He would like to include branding for the parks, enhance recreational activities, increase volunteer opportunities, and work with developers to assist with open space. The Parks Department has thirteen (13) projects slated for completion which will cost approximately 2.7 million dollars. He discussed staffing issues and the immediate need for hiring an Assistant Parks Director/Capital Project Manager which has already been budgeted.

C. 2024 First Quarter Financial Report

Finance Director Tupling emailed the first progress report to Council prior to the meeting. She discussed revenue sources from January through March. She stated REET money is dwindling as property tax revenues are down. Community Development revenue has also declined but Parks and Recreation revenue is right on target for the first quarter.

D. 2024 Budget Amendments Discussion

Finance Director Tupling stated this was to carry over funds for projects which are still in process, inclusion of grant funding as well as expenditures that were received after the adoption of the 2024 budget. She directed Council to the memos from each department explaining their specific requests for any questions.

10. INFORMATIONAL ITEMS

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

A. Tentative Advanced Agenda

B. Council Committee Reports

11. CITY ADMINISTRATOR/DEPARTMENT REPORTS

A. City Administrator Farris

- They are continuing the hiring process for a senior planner.
- There was only one application for the Community Development Director position.
- The County Commissioners do not support the City hiring a code enforcement officer and will not approve it. Other options are being considered.

B. City Clerk Gallucci

- None.

C. Community Development Director Ajax

- None.

D. Finance Director Tupling

- Encouraged Councilmembers to call her anytime with questions. Sometimes it is easier to address each question directly to the person rather than try and answer questions generically.

E. Parks & Recreation Director Horne

- None.

F. Public Works Director Youngren

- None.

## 12. MAYOR AND COUNCIL COMMENTS

### A. Mayor McCardle

- Chelan PUD is beginning a fifty (50) year visioning/planning process. They have identified and prioritized thirty-five (35) issues from high impact to low impact and they are trying to anticipate future power needs.
- Our Valley Our Future's next meeting will be identifying demo groups and stakeholders. They are trying to determine the questions to ask. She looks forward to the next meeting.
- The Main Street Conference was in town. They walked around downtown and discussed the changes.
- Ag-tourism is a challenging topic. The City needs to hear from key groups including land owners and orchard owners. She does not want to make decisions regarding their land without their input. The question is how to preserve agriculture and doing it in a way that landowners are comfortable with.

### B. Councilmember Chitty

- Commended Community Development Director Ajax for working through ag-tourism issues. He appreciates his efforts.

### C. Councilmember Dietrich

- Thanked JUB for their efforts regarding the airport.
- Stated it is good to be back in Council Chambers with everyone.

### D. Councilmember Goedde

- Attended the Regional Port District meeting. There is 26 billion dollars available mostly geared towards charging stations. At one time, the City was trying to work with PUD to install charging stations on the lower level of Emerson. However, he learned that PUD is the only one who can charge for electricity so the Port is looking at private enterprise. PUD will work with the City at the City's request.
- Mentioned an article written on January 2, 2022. Councilmember Hollingsworth was quoted in it.
- The Port District is trying to move forward with TIF and will hold a presentation on May 13 or 14, 2024. It will be interesting to see how the junior taxing districts respond.

### E. Councilmember Higgins

- None.

### F. Councilmember Hollingsworth

- Looks forward to the ag-tourism discussion.
- Will miss the May 7, 2024 Council Workshop because he will be attending a Community Land Trust conference.
- Will be attending the Town Toyota Center Board Meeting tomorrow.
- The City of Wenatchee has passed an ordinance banning circus animals.

### G. Councilmember Sanders

- Appreciates John Olson's comments on ag-tourism. It is a major issue.
- Appreciates Public Works Director Youngren's clarifications on how public works relates to finance.
- Asked about the status of the HR/Communications Director position. City Administrator Farris stated two interviews were scheduled for April 24, 2024.

13. RECESS - AIRPORT BOARD MEETING

- A. The City Council meeting was recessed at 7:07 p.m. to allow the Mayor and Councilmembers to participate in the Airport Board meeting. The Council meeting reconvened at 7:08 p.m. following the adjournment of the Airport Board meeting.

14. RECESS - TRANSPORTATION BENEFIT DISTRICT BOARD MEETING

- A. The City Council meeting was recessed at 7:08 p.m. to allow the Mayor and Councilmembers to participate in the Transportation Benefit District Board meeting. The Council meeting reconvened at 7:29 p.m. following the adjournment of the Transportation Benefit District Board meeting.

15. EXECUTIVE SESSION

- A. None.

16. MOTION TO ADJOURN

- A. Final Comments/Motion to Adjourn

**Motion to adjourn.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Goedde.

***Motion passed unanimously.***

17. ADJOURNMENT

The meeting was adjourned at 7:29 p.m.

DATE APPROVED:

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Peri Gallucci  
City Clerk/Public Records Officer

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Erin McCardle  
Mayor



**CITY OF CHELAN**  
**City Council Workshop Meeting - May 7, 2024**

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Mayor:**

Erin McCardle

**Councilmembers:**

Brad Chitty

Shari Dietrich

Mark Ericks (Absent/Excused)

Bob Goedde

Jon Higgins

Tim Hollingsworth (Absent/Excused)

Terry Sanders

**Staff Present:**

City Administrator Wade Farris

City Clerk Peri Gallucci

Community Development Director John Ajax

Deputy City Clerk Cailey Couch

Finance Director Jackie Tupling

Parks & Recreation Director Paul Horne

Public Works Director Jake Youngren

1. CALL TO ORDER AND ROLL CALL

**The meeting was called to order at 4:00 p.m.**

2. AGENDA CHANGES

A. None.

3. WORKSHOP TOPICS

A. Parks & Recreation Open Space (PROS) Plan Update

Parks & Recreation Director Horne stated Council will receive the PROS Plan on May 14, 2024.

B. Six Year Transportation Improvement Program (STIP)

Public Works Director Youngren stated this should reflect the transportation priorities of the the City. He gave a brief review of the projects and said broader community input is desired to determine what projects the citizens would like to see completed. Projects must be on the STIP to be eligible for grant funding. He is changing the format this year and the new format will include the name of the project, a description, why it is important, and the funding mechanism.

C. 2024 Budget Amendment Discussion

Finance Director Tupling explained the majority of this budget amendment is to carry over unexpended project funds from the 2023 budget to the 2024 budget. Each of the directors discussed their carryovers. The budget amendment ordinance will be brought to Council on May 14, 2024.

D. Ag-Tourism Discussion

Community Development Director Ajax stated Ag-Tourism is part of the Planning Commission's Docket this year and discussed various issues with the code as well as the impacts including high density residential versus agricultural preservation in the

city limits.

Art Campbell, John Olson, Ray Dobbs, and Tim MacDonald provided public comment.

4. MOTION TO ADJOURN

A. Final Comments/Motion to Adjourn

**Motion to adjourn.**

Moved by Councilmember Goedde, seconded by Councilmember Higgins.

***Motion passed unanimously.***

5. ADJOURNMENT

The meeting was adjourned at 5:32 p.m.

DATE APPROVED:

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Peri Gallucci  
City Clerk/Public Records Officer

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Erin McCardle  
Mayor



**CITY OF CHELAN**  
**City Council Meeting - May 14, 2024**

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Mayor:**

Erin McCardle

**Councilmembers:**

Brad Chitty  
Shari Dietrich  
Mark Ericks  
Bob Goedde  
Jon Higgins  
Tim Hollingsworth  
Terry Sanders

**Staff Present:**

City Administrator Wade Farris  
City Attorney Quentin Batjer  
City Clerk Peri Gallucci  
City Engineer Travis Denham  
Deputy City Clerk Cailey Couch  
Community Development Director John Ajax  
Finance Director Jackie Tupling  
Parks & Recreation Director Paul Horne  
Public Works Director Jake Youngren

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL
  - A. The meeting was called to order at 6:00 p.m.
2. AGENDA CHANGES
  - A. None.
3. CITIZEN COMMENTS

**Items not on the agenda. Time limited per the Mayor.**

  - A. Bridget Staub, Resident of Chelan, spoke in favor of a dog park and spoke opposed of the hydroplane event over the weekend.
  - B. John Scofield, Resident of Chelan, spoke in favor of a dog park.
4. MINUTES
  - A. None.
5. CONSENT AGENDA

**All items under the Consent Agenda are approved with one motion.**

  - A. May 14, 2024 Accounts Payable Checks No. 208900 - 209009 & EFT's totaling \$761,131.01 and Payroll Checks No. 102651 - 102671 & EFT's totaling \$412,321.73.
  - B. Excuse Councilmember Ericks from the April 23, 2024 City Council Meeting
  - C. Excuse Councilmember Hollingsworth from the May 7, 2024 City Council Workshop
  - D. Excuse Councilmember Ericks from the May 7, 2024 City Council Workshop
  - E. Budget Amendment Ordinance No. 2024-1623 Amending the 2024 Budget

F. Pipkin Construction Main Zone Capacity Improvement Project Retainage Release

G. David Rodriguez Non-Exclusive Perpetual Utility Easement

**Motion to approve the Consent Agenda.**

Moved by Councilmember Dietrich, seconded by Councilmember Hollingsworth.

***Motion passed unanimously.***

6. SPECIAL PRESENTATIONS

A. National Public Works Week May 19 - 25, 2024 Proclamation

Mayor McCardle proclaimed the week of May 19 - 25, 2024 as National Public Works Week.

7. PUBLIC HEARINGS

A. None.

8. MOTION CONSIDERATIONS

A. Our Valley Our Future Professional Services Agreement Amendment No. 1

Community Development Director Ajax presented Amendment No. 1 to the 2023 Our Valley Our Future Professional Services Agreement. This amendment extends the project completion deadline from March 30, 2024 to December 31, 2024.

**Motion to authorize the Mayor to finalize and execute the Our Valley Our Future Professional Services Agreement Amendment No. 1.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Ericks.

***Motion passed unanimously.***

B. RH2 Engineering, Inc. Consultant Agreement for the Sanders Street Pedestrian Improvements Project Design

Public Works Director Youngren announced the approval of grant funding from the Chelan Douglas Transportation Council (CDTC) which will be administered by the Washington State Department of Transportation (WSDOT), for the Sanders Street Pedestrian Improvements Project. The project includes the installation of bulb-outs, stormwater, lighting, and striping improvements at the intersections of Okanogan Avenue and Wapato Avenue with Sanders Street.

**Motion to authorize the Mayor to finalize and execute the RH2 Engineering, Inc. Consultant Agreement for the Sanders Street Pedestrian Improvements Project Design.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Sanders.

***Motion passed unanimously.***

C. Lyman Dust Control, Inc. Contractor Agreement for Dust Control Services

Public Works Director Youngren presented the contractor agreement for dust control services in effort to mitigate dust and provide improved surface stabilization with the application of LINGO Road Binder to the alleyways.

**Motion to authorize the Mayor to finalize and execute the Lyman Dust Control, Inc. Contractor Agreement for Dust Control Services.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Ericks.



***Motion passed unanimously.***

D. Chelan Highlands, LLC Hiland Farms Irrigation Main Replacement Agreement

Public Works Director Youngren stated the replacement of the golf course irrigation water main along No See Um Road is a requirement from the preliminary plat approval for the Highland Farms Division I development. The replacement of the irrigation main improved its reliability by improving the material from an old concrete pipe to a new high density polyethylene (HDPE) pipe.

**Motion to authorize the Mayor to finalize and execute the Hiland Farms Irrigation Main Replacement Agreement with Chelan Highlands, LLC.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Sanders.

***Motion passed unanimously.***

E. Chelan Highlands, LLC Hiland Farms Water Infrastructure Reimbursement Agreement

Public Works Director Youngren stated the upsize of the water main pipe of 8" to 16" in diameter is a requirement from the preliminary plat approval for Highland Farms Division I development. The increase in pipe diameter is at the request of the City to meet future demands and water transmission goals.

**Motion to authorize the Mayor to finalize and execute the Chelan Highlands, LLC Hiland Farms Water Infrastructure Reimbursement Agreement.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Higgins.

***Motion passed unanimously.***

9. ADMINISTRATIVE REPORTS

A. Parks & Recreation Open Space (PROS) Plan Update

Parks and Recreation Director Horne presented the draft version of chapter one, two and four of the PROS plan. Once adopted the plan will allow the City to be eligible for Recreation and Conservation Office (RCO) Grants for this 2024 grant cycle as well as for the following six (6) years.

10. INFORMATIONAL ITEMS

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

A. Tentative Advanced Agenda

B. Council Committee Reports  
None.

11. CITY ADMINISTRATOR/DEPARTMENT REPORTS

A. City Administrator Farris

- Provided a recap from the Labor Relations Institute (LRI) conference he and several staff members attended last week.
- Stated the recruitment for a Community Development Director is ongoing.

B. City Attorney Batjer

- Passed.

C. City Clerk Gallucci

- Stated the City received \$50,000 in grant funding through the Washington

State Archives for digital scanning.

D. Community Development Director Ajax

- Stated the Historic Downtown Chelan Association (HDCA) presented a proposal for temporary wayfinding signs for this summer. These signs will direct the public to shops, restrooms, parking, food locations and will not include any business names.

E. Finance Director Tupling

- Passed.

F. Parks and Recreation Director Horne

- Stated cable TV has been cancelled and the staff has been assisting with the installation of wireless internet throughout the RV park.
- Provided an update of the active seal coating project in the parks, marina, and RV park.
- Acknowledged the two citizen comments that were received tonight regarding the need for a dog park and the disruption of the hydroplane event.

G. Public Works Director Youngren

- Passed.

12. MAYOR AND COUNCIL COMMENTS

A. Mayor McCardle

- Provided a recap from the Lakeside Trail Community Forum Meeting held on May 8, 2024.
- Thanked Councilmembers for their feedback regarding Ag Tourism during the May 7, 2024 City Council Workshop Meeting. Stated the City Administrator Farris, Community Development Director Ajax and herself toured Chelan Valley Farms in Manson and plan to talk to property owners of a multi-generational orchard and vineyard to gain community feedback of farming in the area.
- Stated the Chelan County PUD prioritization discussion will be help during the June 4, 2024 City Council Workshop. This discussion will include a prioritized list that is backed by the Historic Downtown Chelan Association (HDCA) and the Lake Chelan Chamber of Commerce.

B. Councilmember Chitty

- Acknowledged the Public Works Staff for their work in appreciation of National Public Works Week May 19 - 25, 2024.

C. Councilmember Dietrich

- Stated while reviewing the accounts payable it always makes her smile to see the City using local businesses to do business.

D. Councilmember Ericks

- Stated the Lake Chelan Community Hospital is a great community resource for people who need assistance.

E. Councilmember Goedde

- Stated the Chelan Douglas Port Authority offered their condolences and help with the passing of the Operations Manager Slater at the Lake Chelan Airport.

F. Councilmember Higgins

- Acknowledged the Public Works staff for the work they do in appreciation of National Public Works Week May 19 - 25, 2024.

G. Councilmember Hollingsworth

- Stated a conservation is needed to discuss the future of hydroplane events in

the area.

- Acknowledged City Clerk Gallucci for her quick response with records management.
- Shared his thoughts on the improvements that were made to Riverwalk Park by the Chelan County PUD.
- Provided a recap from the Town Toyota Center meeting he attended.

H. Councilmember Sanders

- Acknowledged the public comments that were received during the City Council Workshop meeting on May 7, 2024 regarding Ag Tourism. He appreciates Mayor McCardle forcing Councilmembers to look at the harder topics in the area.
- Stated the Our Valley Our Future meetings have been very successful. He is looking forward to providing their finding to the public soon.

13. RECESS - AIRPORT BOARD MEETING

- A. The City Council meeting was recessed at 6:50 p.m. to allow the Mayor and Councilmembers to participate in the Airport Board meeting. The Council meeting reconvened at 6:54 p.m. following the adjournment of the Airport Board meeting.

14. RECESS - TRANSPORTATION BENEFIT DISTRICT SPECIAL MEETING

- A. The City Council meeting was recessed at 6:54 p.m. to allow the Mayor and Councilmembers to participate in the Transportation Benefit District Special Meeting. The Council meeting reconvened at 7:23 p.m. following the adjournment of the Transportation Benefit District Special meeting.

15. EXECUTIVE SESSION

- A. None.

16. MOTION TO ADJOURN

- A. Final Comments/Motion to Adjourn

**Motion to adjourn.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Ericks.

***Motion passed unanimously.***

17. ADJOURNMENT

The meeting was adjourned at 7:23 p.m.

Date Approved:

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Cailey Couch  
Deputy City Clerk

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Erin McCardle  
Mayor



# CITY OF CHELAN

CITY COUNCIL

28 May 2024

Subject/Title: Historic Downtown Chelan Association (HDCA)  
Memorandum of Understanding Amendment No. 2

Department: Public Works

Staff Contact: Jake Youngren

Reviewed By: City Administrator

## 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. Beckwith provided an update to Council on March 26, 2024. Council approved Amendment No. 1 to the Scope and Fee Agreement on April 9, 2024.

## OVERVIEW

The Historic Downtown Association (HDCA) received a grant for the design of the Downtown Revitalization Project (Imagine Downtown Chelan) that is being administered by the Washington State Department of Commerce. Commerce has requested specific language be added to the Memorandum of Understanding (MOU) between the City and HDCA for the Downtown Revitalization Project regarding specifically what phase of the project is being completed and the funding amount HDCA will be contributing. The proposed Amendment No. 2 to the MOU generally includes the following provisions:

- The City and HDCA will be working together on the current phase of the project to complete the design and construction documents for the 100 and 200 blocks of Woodin Avenue.
- HDCA will contribute \$223,000 to be invoiced by the City for work completed for the development of design and construction documents for the 100 and 200 blocks of Woodin Avenue.

Refer to the attached MOU for details.

## FINANCIAL IMPLICATIONS

No financial implications. The contribution of funding from HDCA has been accounted for in work completed to-date.

## ATTACHMENTS

1. Historic Downtown Chelan Association (HDCA) Memorandum of Understanding Amendment No. 2

## SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the Historic Downtown Chelan Association (HDCA) Memorandum of Understanding Amendment No. 2.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE HISTORIC DOWNTOWN CHELAN ASSOCIATION  
AND THE CITY OF CHELAN  
AMENDMENT NO. #2**

1. Parties. This Memorandum of Understanding ("MOU") is made and entered into by and between the Historic Downtown Chelan Association ("HDCA"), a 501(c)(3) non-profit corporation, and the City of Chelan ("City"), a municipal corporation.

2. Purpose. The purpose of this MOU is to clarify the expectations, roles, and responsibilities of the collaboration of the Parties for the Downtown Revitalization Project. The City and HDCA will be working together on the current phase of the project to complete the design and construction documents for the 100 and 200 blocks of Woodin Avenue. The Parties seek to achieve the following goals through the Downtown Revitalization Project:

- 1) Retain the historic charm of downtown Chelan;
- 2) Preserve view corridors;
- 3) Establish a better connection between downtown amenities; and
- 4) Encourage people to stay longer downtown.

3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and shall continue through December 31, 2024~~3~~. This deadline may be extended by mutual written agreement of the Parties. This MOU may be terminated, without cause, by either party upon 14-days written notice, which notice shall be delivered by hand or by certified mail to the address listed below.

4. Responsibilities of the Parties. Areas of collaboration may be proposed by either institution and may include, but are not limited to, the following:

- 1) HDCA will contribute \$223,000 to be invoiced by the City for work completed for the development of the design and construction documents for the 100 and 200 block of Woodin Avenue.

- ~~1)~~2) A 5-7 person committee comprised of City staff and HDCA staff and/or board representative will meet to develop a scope of work and a Request for Proposal for a vendor with expertise in revitalization efforts;

~~2~~3) The City shall review the proposals and select the vendor. The City shall include HDCA in the review and selection process;

~~3~~4) The City shall contract with the vendor and provide oversight of the scope of work and associated deadlines; HDCA shall be included and have input in ongoing communication with the vendor;

~~4~~5) The City shall administer the vendor contract and be responsible for all items related to paying the vendor and all necessary requirements for reporting and reimbursements from grants secured by HDCA for the project;

~~5~~6) The City and HDCA will jointly engage the community for input and communicate progress/design and timeline;

~~6~~7) The City and HDCA will collaborate at the end of the design process on next steps.

#### 5. General Provisions

1) *Amendments.* Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

2) *Applicable Law.* This is not a legally binding agreement. To the extent that a dispute arises, the courts of the State of Washington shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be in Chelan County Superior Court.

3) *Entirety of Agreement.* This MOU, consisting of three pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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DRAFT



6. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**THE CITY OF CHELAN**

**HISTORIC DOWNTOWN CHELAN ASSOCIATION**

This \_\_\_\_ day of \_\_\_\_\_, 2022.

This \_\_\_\_ day of \_\_\_\_\_, 2022.

~~Robert Goedde~~Erin McCardle, Mayor

Aimee Sheridan, Executive Director

PO Box 1669  
135 East Johnson  
Chelan, WA 98816  
(509) 682-8014

PO Box 3071  
206 East Woodin Avenue  
Chelan, WA 98816  
(509) 682-4322



# CITY OF CHELAN

CITY COUNCIL

28 May 2024

Subject/Title: Lakeshore Marina Seasonal Moorage Agreements  
Department: Parks and Recreation  
Staff Contact: Paul Horne  
Reviewed By: City Administrator

## 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

None.

## OVERVIEW

These Moorage Agreements are between the City and returning seasonal moorage tenants for the Parks & Recreation Lakeshore Marina. Each year, the Parks Department renews moorage agreements from the previous year and processes new tenants from our Marina's seasonal moorage wait list when a current seasonal slip holder declines to renew another year of seasonal moorage.

The two rates are approved for the 2024 season in Exhibit G, page 17 of the current Rate Resolution No. 2024-1440. Seasonal moorage rates include 12.84% leasehold tax. This agreement length is from Marina opening (late May) to closing (October 1), approximately 130 days depending on the lake level. Launch, short term moorage, and daily moorage rates include Washington State Sales Tax. Parking is not included in the moorage rate. Parking is payable at the pay kiosk located in the marina lot. Any violations of the moorage regulations are subject to a \$75 fine.

## FINANCIAL IMPLICATIONS

None.

## ATTACHMENTS

1. Lakeshore Marina Seasonal Moorage Agreement Template
2. List of Lessees with Slip Numbers and Lease Amounts

## SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the Lakeshore Marina Seasonal Moorage Agreements with those in the attached list.

## MOORAGE AGREEMENT

THIS AGREEMENT, entered into this date by and between the CITY OF CHELAN, a Washington municipal corporation, d/b/a Lakeshore Marina, "Landlord," and the undersigned owner, "Tenant," collectively referred to herein as the "Parties." The Parties do hereby mutually covenant and agree as follows:

1. **PREMISES.** The Landlord hereby leases to the Tenant and the Tenant Leases from the Landlord certain vessel moorage space at the Lake Shore Marina ("Marina"), located at 409 W. Manson Hwy, berth No \_\_\_\_\_ "the Premises").
2. This agreement does not include the Tenant leasing additional amenities or accommodations such as Parking Spots.
3. Additional amenities or accommodations may be purchased separately at the Lakeshore Marina Main Office (409 W Manson Hwy, Chelan, 98816).

2. **TERM.** The term of this lease shall be seasonal as follows:

- A. For a period of month(s) commencing on or before the 15<sup>th</sup> day of June 2024 and terminating on the 1<sup>st</sup> day of October 2024.

3. **RENT AND LEASEHOLD TAX.**

- A. Amounts. Tenant shall pay Landlord rent of (\$ \_\_\_\_\_) for each term payable in lawful money of the United States payable in total by June 15<sup>th</sup>, 2024.
- B. Washington State Leasehold Tax, which is currently 12.84% of the taxable rent, is included in the rent set forth in Paragraph 3.A.

4. **LATE CHARGE.** In the event any rental amount or other charge called for herein is not paid within five (5) days from the date it is due, Tenant shall pay to Landlord a late charge of ten percent (10%) of the rental amount and/or other charges for each unpaid lease payment until such payment is paid.

The late charge is due immediately and is an addition to all other charges. In the event Landlord gives written notice to Tenant's default, delinquency or other lease violations, Tenant agrees to pay Landlord's costs and attorneys' fees reasonably incurred in providing such notice in addition to the late charge and all payments and obligations called for herein.

**5. USE.** Tenant shall use the Premises exclusively for purpose of moorage of the vessel described as follows:

- A. Name of the Tenant / Legal Owner of the Vessel: \_\_\_\_\_;
- B. Local Contact Person Phone and Address, if different from the owner: \_\_\_\_\_;
- C. Owners Mailing Address: \_\_\_\_\_;
- D. Owners Email Address: \_\_\_\_\_;
- E. Owners Phone Number: \_\_\_\_\_;
- F. Vessel's Hull Identification Number: \_\_\_\_\_;
- G. Vessel's Coast Guard Registration (if applicable): \_\_\_\_\_;
- H. Vessel's Home Port: \_\_\_\_\_;
- I. Vessel's Country or State of registration: \_\_\_\_\_;
- J. Vessel's Registration Number: \_\_\_\_\_;
- K. Vessel's Length: \_\_\_\_\_, Beam Width: \_\_\_\_\_;
- L. Vessel Type: \_\_\_\_\_ Name: \_\_\_\_\_;

**6. VESSEL REQUIREMENTS.** A vessel shall not be permitted moorage at the Premise, regardless of payment for Premise by the Tenant if Vessel does not conform to all specifications set forth in Paragraph 5.

**7. USE OF PREMISE.** The tenant agrees to follow all policies of the Marina. Such policies are found at the Marina Office and/or the City's Website. The Tenant agrees to take on full responsibility to stay up to date and in compliance with all policies. In addition, the Tenant agrees to the following:

- A. The Tenant shall not use or permit the use of the Premises for any unlawful or immoral activity, nor suffer nor permit on the Premises any nuisance or offensive object, matter, or activity.
- B. The Tenant agrees to maintain the Premises in a neat and attractive condition.
- C. The Tenant shall use the Premises in such manner, both as to noise and other disturbances or nuisances as will not interfere with, annoy, or disturb any other user of the Marina.
- D. Except for gasoline and oil used as vessel fuel, Tenant shall not keep any substance designated as hazardous, dangerous, toxic, or harmful and/or which is subject to regular by any federal, state, or local law.
- E. Tenant shall not use the Premises as a residence.

**8. INSPECTION.** Tenant has inspected and expressly accepts the Premises in its present condition, without warranty of any kind.

- A. This includes, without limitation, any liability or injury to Premises or persons caused by or arising from any improvement thereon; or Tenant's non-observance or non-performance of any law, ordinance, or regulation applicable to the Premises; or obtaining possession of the Premises after a default by the Tenant; or after the Tenant's default in surrendering possession upon expiration or earlier termination of the lease term; or enforcing any of the Tenant's covenants in this lease.

- B. This also includes, without limitation, any liability or injury to the person or property of Tenant, its agents, officers, employees, or invitees. The Tenant specifically waives any immunity provided by Washington's Industrial Insurance Act. This indemnification covers claims by Tenant's own employees.
- 9. INDEMNITY.** The Tenant shall indemnify the Landlord from and against any and all claims, demands, causes of actions, suits, or judgments (including fees, costs, and expenses [including attorney fees] incurred in connection with enforcing this indemnity) for deaths or injuries to persons or for loss of or damage to Premises arising out of or in connection with the condition, use or occupancy of the Premises, whether or not caused by Landlord's negligence.  
Tenant, as a material part of the consideration to be rendered to Landlord, waives all claims against Landlord for damages to its vessel, goods, wares, merchandise in, upon or about the Premises and for injury to Tenant, its agents, employees, invitees, or other persons in or about the Premises from any cause arising at any time, including the Landlord's breach of any provision of this sublease.
- 10. ACCESS.** Landlord shall have the right of entry upon the Premises for maintenance and protection of the Marina at any reasonable time or in an emergency.
- 11. RULES AND REGULATIONS OF THE MARINA.** Tenant acknowledges receipt of a copy of the rules and regulations of Marina, which are incorporated herein by this reference.
- 12. SURRENDER OF PREMISES.** Tenant covenants and agrees that upon the expiration of the lease or upon the termination of the lease for any cause, Tenant shall at once peacefully surrender and deliver the whole of the above-described Premises to the Landlord unless Tenant shall have expressly acquired the right to remain through another written Agreement or written extension of this Lease.
- 13. DEFAULT AND RE-ENTRY.** If Tenant defaults in performance of this lease, and such default is not cured within three (3) calendar days after written notice from Landlord, if the default is failure to pay rent, or within five (5) calendar days after written notice from Landlord, if the default is other than the payment of rent, Landlord may terminate this lease and re-enter the Premises; or Landlord may without terminating this lease, re-enter said Premises, and re-let the whole or any part upon as favorable terms and conditions as the market will allow for the balance of the lease term.
- 14. REMOVAL OF PROPERTY.** If the Landlord, after Tenant's default, lawfully re-enters the Premises, Landlord shall have the right, but not the obligation, to remove all property located therein, including the vessel, and to place such property in storage at the Tenant's expense and risk. If Tenant does not pay the storage cost, after it has been stored for a period of thirty (30) calendar days or more and after giving Tenant ten (10) days written notice of sale, Landlord may, at its sole discretion, sell, or permit to be sold, any or all of the property at public or private sale. At Landlord's option, title to such property shall be vested in the Landlord without any duty to account or pay to Tenant for the value of the property.

- 15. SECURITY INTEREST.** Upon default herein, the Tenant hereby grants to Landlord a security interest in the vessel described herein and at Landlord's option, it may foreclose upon the vessel for charges or obligations outstanding including reasonable attorney's fees, pursuant to laws of the State of Washington.
- 16. DAMAGE.** All damage or injury done to the Premises by Tenant or by any persons who may be in or upon the Premises shall be paid by Tenant.
- 17. NO STORAGE.** Landlord does not accept the vessel for storage, and shall not be held liable in any manner for the safe keeping or condition of the same, whether during the term of this lease or thereafter should said vessel remain on the Premises for any reason after termination of the lease, and is not responsible therefore as a warehouseman, but that the relation between the Parties is simply that of Landlord and Tenant and Landlord will not be held responsible or liable for any damage or loss to said vessel, or property either upon side vessel or upon the premises of the marina, from any cause.
- 18. NON-WAIVER.** The Landlord's failure to insist upon the strict performance of any provision of this lease shall not be construed as depriving the Landlord of the right to insist on strict performance of such provision in the future.
- 19. INCORPORATION.** This Agreement represents the entire agreement of the Parties. Unless set forth herein in writing, neither party shall be bound by any statements or representations made, and each agrees that there are not such statements or representations being relied upon in making this lease. No alterations, changes, or amendments to this lease will be binding upon either party unless such a party has executed a written statement acknowledging such alteration, change or amendment.
- 20. ASSIGNMENT.** Tenant agrees not to sublet said Premises nor assign this Agreement or any part thereof without the prior written consent of Landlord.
- 21. TIME.** Time is of the essence in this lease.
- 22. BINDING OF HEIRS, SUCCESSORS AND ASSIGNS.** All the covenants, agreement terms and conditions contained in this lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, and assigns, except as may be provided to the contrary in other sections of this lease.

**23. COSTS AND ATTORNEYS' FEES.** In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this lease, such an enforcing party shall be entitled to compensation for its reasonable attorneys, fees, and costs. In the event of litigation regarding any of the terms of Lease, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorneys; fees and costs as determined by the court.

**24. REMEDIES CUMULATIVE.** The specified remedies to which the Landlord may resort under the terms of this lease are cumulative and not intended to be exclusive to any other remedies or means of redress to which the Landlord may be lawfully entitled in the case of any breach or threatened breach by Tenant of any provision of this lease. Landlord's election of one or more remedies shall not constitute an election of remedies to the exclusion of any other remedies.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LANDLORD:  
CITY OF CHELAN

TENANT:  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City) (State) (Zip)  
\_\_\_\_\_  
(Phone #1)  
\_\_\_\_\_  
(Emergency #)

By: \_\_\_\_\_ By: \_\_\_\_\_  
City Representative (Tenant Signature)



OwnerLastName	OwnerFirstName	Slip	LeaseAmount
Polk	Chris	C8	\$2,173
Kimzey	Craig	F4	\$1,538

# MAIN STREET WEEK PROCLAMATION



**WHEREAS,** the Main Street movement is the leading voice for preservation-based economic development and community revitalization across the country. Main Street believes that everyone deserves access to a vibrant downtown, a place that has a thriving local economy, is rich in character, and features inviting public spaces that make residents and visitors feel that they belong;

**WHEREAS,** The Main Street movement helps breathe life into the places people call home, and has proven that downtowns are the heart of our communities and that the community is as strong as its core;

**WHEREAS,** Main Street Washington and Historic Downtown Chelan will celebrate Main Street Week, June 10-16, 2024. Main Street Week is a chance to learn more about why Main Streets (the organizations and the places) matter, and to reconnect with the joy of being in favorite shops and gathering places in downtown Chelan;

**NOW, THEREFORE,** I, Erin McCardle, Mayor of the City of Chelan, do hereby proclaim, June 10-16, 2024 as **“Main Street Week”** in the City of Chelan, and encourage all citizens to join us in celebrating the downtown business owners, property owners, and all who make our downtown so special.

**Dated this 28<sup>th</sup> day of May, 2024**



---

Erin McCardle, Mayor



# CITY OF CHELAN

## CITY COUNCIL

28 May 2024

Subject/Title: Resolution No. 2024-1441 Parks & Recreation Open Space (PROS) Plan Adoption

Department: Parks and Recreation

Staff Contact: Paul Horne

Reviewed By: City Attorney  
City Administrator

## 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

On June 27, 2023 Council approved the SCJ Alliance Professional Services Agreement for the Parks & Recreation System Master Plan Project. On July 11, 2023 Council reviewed the PROS Plan Survey Questions. An Administrative Report was provided on February 27, 2024. An Administrative Report was provided on April 9, 2024, April 23, 2024, May 7, 2024 and May 14, 2024.

## OVERVIEW

### Background

The Parks & Recreation Open Space (PROS) Plan provides a long-range planning framework for developing and managing our park and recreation system.

Renewing our Parks Plan every six (6) years is necessary for us to remain eligible for Recreation and Conservation Office (RCO) Grants, which are a major funding source for parks capital projects across the state. The adoption of this plan will allow the City to be eligible for RCO grants in this year's grant cycle.

### Discussion

This is a long plan with a lot of information to absorb, so I would like to schedule

a Workshop soon to go through the plan in greater detail with Council. The community outreach and one on one sessions with stakeholders have been extremely well received.

A digital version of the Plan is available on the Parks Planning website as described at the May 14, 2024 Council meeting. The link for the PROS Plan landing page is here: <https://cityofchelan.us/266/Parks-Planning>

Councilmembers will receive hard copy of the final plan on May 28, 2024.

Chapter 1 provides a Framework of Plan

Chapter 2 looks at the Chelan Community (demographics, history, culture)

Next few chapters provide a summary of Existing Conditions from the following perspectives:

- Chapter 3 reviews Plans relevant to this PROS, in particular City adopted Plans
- Chapter 4 provides a Park System Existing Conditions and Needs Assessment including Community Input
- Chapter 5 explores Existing Conditions and Needs Assessment for Recreation Programming
- Chapter 6 covers a Departmental Review (Operations, Financial Performance, Staffing)

Chapter 7 synthesizes needs into a mission and strategy supported by respective goals and objectives and policies.

Chapter 8 prioritizes implementation with short, medium, and long-term roadmap, and adds recommendations. In each step, a first set of analyses has been performed, that may need to be complemented by additional analyses, as the Parks and Recreation Master Plan is adopted and enters a second phase of implementation.

This plan is not designed to sit on a shelf or provide a checkmark to be eligible for grants. Instead it is designed to provide a roadmap for allowing our park system to reach its full potential through an aspirational vision solidly grounded in reality.

## FINANCIAL IMPLICATIONS

None.

## ATTACHMENTS

1. Resolution No. 2024-1141 Parks & Recreation Open Space (PROS) Plan Adoption - 'Exhibit A' will be provided during the meeting

## SUGGESTED MOTION

Suggested Motion: I move to adopt Resolution No. 2024-1441.

**RESOLUTION NO. 2024-1441**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF CHELAN, WASHINGTON, ADOPTING THE CITY'S  
2024 PARKS RECREATION AND OPEN SPACE PLAN  
(PROS PLAN)**

---

**WHEREAS**, RCW 35A.63.062 authorizes the City of Chelan to perform comprehensive park and open space planning; and

**WHEREAS**, the Washington State Recreation and Conservation Office (RCO) requires communities to update their parks plans every six years to maintain eligibility for certain grant programs; and

**WHEREAS**, the City of Chelan last adopted a PROS Plan on June 14, 2016; and

**WHEREAS**, the City would like to remain fully eligible to compete for State grants to support parks, recreation and open space uses within the City; and

**WHEREAS**, the City utilized a variety of public involvement processes to update the Plan including a public survey, stakeholder meetings, and multiple presentations to the Parks Commission and City Council in public meetings; and

**WHEREAS**, the Chelan City Council has reviewed the PROS Plan and finds it consistent with and in aid of the parks and open space policy elements of the Chelan Comprehensive Plan; and

**WHEREAS**, parks serve an integral role in enhancing the quality of life of the City's citizens. Moreover, parks provide, economic, touristic, ecological, physical and mental health benefits to our community; and

**WHEREAS**, Long-range professional strategic planning for our park allows for the best outcomes in the delivery of the assets and services that we provide;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:**

Section 1. Findings. The foregoing recitals are specifically adopted as if fully set forth herein by the Chelan City Council in support of the legislative action taken in this resolution.

Section 2. Adoption. The City Council hereby adopts the Parks, Recreation, and Open Space Plan 2024-2030, attached hereto as Exhibit "A."

**Section 3. Copy to the Department of Commerce.** Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of the Plan to the State Department of Commerce for its files within ten (10) days after adoption of this Resolution.

**Section 4. Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this resolution, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or resolution numbering and section/subsection numbering.

**Section 5. Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this resolution or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this resolution or its application to any other person or situation.

**Section 6. Effective Date.** This resolution shall take effect immediately upon passage by the Chelan City Council.

**ADOPTED** by the City Council at a regular meeting thereof on this 28<sup>th</sup> Day of May, 2024.

APPROVED:

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

AUTHENTICATED:

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

APPROVED AS TO FORM:

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



## CITY OF CHELAN

### CITY COUNCIL

28 May 2024

Subject/Title: Chelan Highlands, LLC Hiland Farms Water Service Performance Assurance Agreement for Improvements to Existing Water Services with the Hiland Farms Development

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

On February 26, 2004 Council considered the Planning Commission's recommendation from the preliminary plat. In 2005 the final plat was approved. Council then approved the Hiland Farms Irrigation Main Replacement Agreement and the Water Infrastructure Reimbursement Agreement with Chelan Highlands, LLC during the May 14, 2024 meeting.

### OVERVIEW

As part of the preliminary plat approval for Hiland Farms Division I (Development) review and approval, several conditions of approval are documented in the Findings of the Facts, Conclusions of Law, and Decision and Conditions of Approval. One such requirement is the replacement of two existing water services. The two existing water services are served from a 2" water line extending 1,300 feet from Cone Road and 1,300 feet from No See Um Road, respectively. Each service will be replaced and connected to the new infrastructure within future ROW to be dedicated as part of the Development.

This improvement is at no cost to the City, however a Performance Assurance



Agreement is needed to ensure uninterrupted service to our existing customers is maintained. The contents of the Performance Assurance Agreement are summarized below.

1. Project Information
2. Improvements
3. Damages to Public Property
4. Registered Contractor Required
5. Estimated Costs
6. Warranty
7. Financial Assurance of Performance
8. Time
9. Waiver Limited
10. Entire Agreement
11. Modification

For additional details, see the attached Performance Assurance Agreement.

#### FINANCIAL IMPLICATIONS

No financial implications. The Developer has surety a performance bond in the equal to 150% of the estimated amount to complete the work.

#### ATTACHMENTS

1. Chelan Highlands, LLC Hiland Farms Water Service Performance Assurance Agreement for Improvements to Existing Water Services with the Hiland Farms Development

#### SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the Chelan Highlands, LLC Hiland Farms Water Service Performance Assurance Agreement for improvements to existing water services with the Hiland Farms Development.

Return Document to: City of Chelan  
Document Title: Performance Assurance Agreement (No See Um Road Water Main Improvements)  
Reference Number(s) of Related documents: N/A  
Grantor/Owner: NOSEEUM LAND COMPANY, a Washington corporation  
Grantee: City of Chelan  
Developer: Chelan Highlands, LLC, a Washington limited liability company  
Legal Description: See Exhibit B  
Parcel Number(s): 272212340100

### **PERFORMANCE ASSURANCE AGREEMENT**

This Agreement is made this day by and between the City of Chelan through its Public Works department, and the undersigned Owner and Developer.

WHEREAS, the Owner and Developer have submitted an application for a development permit which requires improvements to public property and/or improvements to be dedicated to the public and/or improvements upon private property;

WHEREAS, the City requires, as a condition of granting the development permit, that any person constructing public improvements provide financial assurance that all public improvements and all repairs to damaged public property shall be fully and timely completed, and that all required improvements to private property be completed prior to occupancy;

NOW, THEREFORE, for and in consideration of the granting of a development permit requiring such public improvements, the parties agree as follows:

#### **1. Project Information.**

File Number:	Project Name: No See Um Water Main Improvements
Owner Name:	NOSEEUM LAND COMPANY, a Washington corporation
Address:	C/O Chelan Highlands, LLC 1285 S. Wenatchee Avenue PO Box 119 Wenatchee, WA 98801
Developer Name:	Chelan Highlands, LLC
Address:	1285 S. Wenatchee Avenue PO Box 119 Wenatchee, WA 98801
Contractor Name:	Selland Construction
Registration Number:	SELLAC*372NO
Address:	PO Box 119, Wenatchee, WA 98807
Legal Description:	See Exhibit B

**2. Improvements.** The Owner and Developer hereby agree to make certain improvements to public property, to construct improvements for dedication to the public and/or to make improvements to private property, all of which shall be completed at the sole cost and expense of the Developer. The agreed upon improvements, completion schedule and estimated costs are described in Exhibit A attached hereto and incorporated by this reference.

**3. Damages to Public Property.** The Owner and Developer agree to immediately and completely repair any and all damages to public property caused by the Owner and/or Developer, their agents and independent contractors and pay for all repairs at the Owner's and Developer's sole cost and expense.

**4. Registered Contractor Required.** Any and all work towards public improvements and repairs to public property shall be performed by a licensed contractor registered under Washington law.

**5. Estimated Costs.** Any and all costs of improvements as described at Exhibit A have been provided by the Owner and Developer and are estimates only. This Agreement does not constitute a guarantee or any other representation by the City as to the cost of required improvements. The Owner and Developer hereby accept the risk that the cost of required improvements may exceed the described cost estimates.

**6. Warranty.** All improvements set forth at Exhibit A and all necessary repairs to public property shall be completed in conformance with this Agreement, the development permit plans approved by the City, and the standards of the City of Chelan Code. The Owner and Developer do hereby warrant any and all design and construction of public improvements and all necessary repairs to public property to be free from defects in design, workmanship and materials. The warranty against any and all defects in workmanship and materials shall be limited to defects arising within twenty-four (24) months after final acceptance of the work by the City. The warranty shall be equal to 20 percent (%) of the estimated construction cost and delivered prior to the performance bond being released.

**7. Financial Assurance of Performance.** The Owner and Developer shall grant to the City a **Surety Performance Bond, as follows:** The Owner and Developer shall provide a surety performance bond prior to commencing any work on the development permit as security for the full and timely performance of all Owner's and Developer's obligations under this Agreement, including the twenty-four (24) month warranty on workmanship and materials. The surety shall be licensed to conduct business in Washington. The surety performance bond shall be issued by a surety acceptable to and in a form acceptable to the City of Chelan Prosecuting Attorney and, as applicable, the City Engineer. The amount of the surety performance bond shall be **\$49,593** (150% of total costs listed in Exhibit A).

**8. Time.** Time is of the essence of this Agreement.

**9. Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the City. No waiver by the City shall be implied as to any term or condition of this Agreement.

**10. Entire Agreement.** This Agreement constitutes the entire agreement between the City and the Owner and Developer regarding the subject matter contained herein, limited to the installation of water services for Chelan County Parcel Numbers 272212310200, 272212310150. There are no understandings or agreements other than those set forth in this Agreement. No other statement, representation or promise has been made to induce either party to enter into this Agreement.

**11. Modification.** This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by the parties.

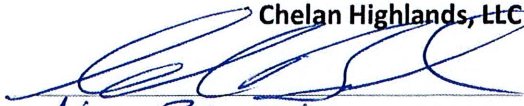
**CITY OF CHELAN, WASHINGTON**

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

\_\_\_\_\_, Mayor

**DEVELOPER**


Date: 04/20/2024

Chelan Highlands, LLC  
  
Adam Brizendine, Member

**Owner**

**NOSEEUM LAND COMPANY**

Date: 5/22/24

  
James Nelson, President

**CONTRACTOR**

Date: 05/20/2024

  
Jason Gaul, Vice President  
Seland Construction, Inc.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Prosecuting Attorney

## **EXHIBIT A**

The work associated with this agreement and further detailed in this Exhibit shall be completed and approved by the City prior to the occupancy of the first residence within Division 1. The work is shown in the approved engineering plans (dated April 8, 2024) and includes revisions to the water services for the existing residences at 211 and 301 West No See Um Road (Chelan County Parcel Numbers 272212310200, 272212310150). These residences will have their services updated per the approved engineering plans. The existing supply for these revised services (2" PVC) will remain in place until the services are connected to the proposed water main extension serving Division 1 of the Hiland Farms development, or within 24 months of the services being relocated; whichever comes first. If not connected to a new main associated with the Hiland Farms development, the existing PVC supply shall be replaced with a 2" HDPE line that will be situated in a 10' utility easement allowing the City of Chelan access to the new supply.



P.O. Box 119 Wenatchee, WA 98807  
Phone: (509)662-7119 Fax: (509)662-4465

Bid Date:

May 8, 2024

**Proposal - Hiland Farms - Exhibit A Water Main Replacement**

<u>Item:</u>	<u>DESCRIPTION</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
Base Bid					
1	Install Single Water Service	2	EA	\$ 7,000.00	\$ 14,000.00
2	2" CTS Poly Service Line	1100	LF	\$ 15.00	\$ 16,500.00
Subtotal w/o WSST					\$30,500.00
WSST Chealn County 8.4%					\$2,562.00
TOTAL w/ WSST:					\$33,062.00

**Qualifications: Please Read Carefully**

- Includes one mobilization.
- Hazardous materials identification, remediation or removal has not been included.
- Permits, fees, bonds, utility fees, etc. are not included.
- All items in this proposal are tied together and may not be broken out without authorization from Selland Construction.
- Any scope of work not specifically included as a line item in this proposal is excluded.
- Actual quantities installed shall be tracked/measured and the basis of payment at the unit prices included in this proposal unless otherwise agreed.
- Solid rock excavation, if encountered is not included.

If you have any questions or need additional information with regard to our proposal please give us a call.

Sincerely,  
SELLAND CONSTRUCTION, INC.

Ryan Fransen  
(509) 662-7119  
Cell / Voicemail (509) 312-2809

**EXHIBIT B**  
**Legal Description of Owner's Parcel**

~~EXHIBIT A~~

LEGAL DESCRIPTION

The land referred to in this guarantee is situated in the County of Chelan, State of Washington, and is described as follows:

**PARCEL A:** (PARCEL NO. 27-22-12-310-100, PARCEL NO. 27-22-12-310-110, PARCEL NO. 27-22-12-320-100)  
**PARCEL "A"** AS DESCRIBED IN AND DELINEATED ON BOUNDARY LINE ADJUSTMENT NO. 2008-009,  
DOUGLAS COUNTY , WASHINGTON, RECORDED MARCH 4, 2014, UNDER AUDITOR'S FILE NO. 2397319.

**PARCEL B:** (PARCEL NO. 27-22-12-310-030)  
**PARCEL "B"** AS DESCRIBED IN AND DELINEATED ON BOUNDARY LINE ADJUSTMENT NO. 2008-009,  
DOUGLAS COUNTY , WASHINGTON, RECORDED MARCH 4, 2014, UNDER AUDITOR'S FILE NO. 2397319.  
(PARCEL NO. 27-22-12-310-030)

**PARCEL C:** (PARCEL NO. 27-22-12-420-050)  
**PARCEL "C"** AS DESCRIBED IN AND DELINEATED ON BOUNDARY LINE ADJUSTMENT NO. 2008-009,  
DOUGLAS COUNTY , WASHINGTON, RECORDED MARCH 4, 2014, UNDER AUDITOR'S FILE NO. 2397319.

**PARCEL D:** (PARCEL NO. 27-22-12-330-000)  
THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12,  
TOWNSHIP 27 NORTH, RANGE 22 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY,  
WASHINGTON, AND THE NORTH 80.00 FEET OF THE SOUTH 198.00 FEET OF THE EAST HALF OF THE  
NORTH HALF OF THE NORTH HALF OF NORTHEAST QUARTER OF THE SOUTH EAST QUARTER OF  
SAID SECTION 12,

EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:  
COMMENCING AT THE SOUTHEAST CORNER OF THAT PARCEL CONVEYED TO CHELAN COUNTY  
CEMETERY DISTRICT NO. 4 BY DEED RECORDED IN BOOK 588, AT PAGE 80; THENCE SOUTH 89°35'30"  
WEST 49.25 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING SOUTH 89°35'30"  
WEST 75.00 FEET; THENCE NORTH 00°24'30" WEST ON A LINE PARALLEL WITH AND 75.00 FEET WEST  
OF THE WEST LINE OF SAID CEMETERY PARCEL 626.22 FEET TO THE SOUTH LINE OF THE NORTH  
HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID  
SECTION 12; THENCE NORTH 31°40'00" EAST TO THE INTERSECTION OF THE WEST LINE OF SAID  
PARCEL AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 80.00 FEET OF THE  
SOUTH 198.00 FEET OF THE EAST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE  
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE EAST ALONG SAID SOUTH LINE TO  
THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF  
SECTION 12; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

TOGETHER WITH A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE  
SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 EAST OF THE WILLAMETTE  
MERIDIAN, CHELAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF AFORESAID SUBDIVISION AND RUNNING ALONG THE  
WEST BOUNDARY SOUTH 0°24'30" EAST 302.3 FEET TO THE TRUE POINT OF BEGINNING, CONTINUING SOUTH  
0°24'30" EAST 351.7 FEET; THENCE NORTHEAST 483.0 FEET; THENCE SOUTH 89°35'30" WEST 331.0 FEET TO  
THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION, IF ANY, LYING EASTERLY OF THE COUNTY  
ROAD.

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH,  
RANGE 22 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, TO WIT: BEGINNING AT



TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, TO WIT: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12 AND RUNNING THENCE EAST 400 FEET; THENCE TURNING AN ANGLE OF 119° TO THE RIGHT AND RUNNING 260 FEET; THENCE TURNING AN ANGLE OF 16°58' TO THE RIGHT AND RUNNING 170.5 FEET; THENCE TURNING AN ANGLE OF 22°20' TO THE RIGHT AND RUNNING 150 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION, THENCE RUNNING NORTH ON SAID LINE 400 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON; THENCE SOUTH 00°04' WEST 660 FEET TO THE NORTH LINE OF GIBSON'S ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 87°49' WEST 221.7 FEET TO THE NORTHEAST CORNER OF BLOCK 4, SAID GIBSON'S ADDITION; THENCE NORTH 2°11' EAST 657 FEET TO THE NORTH LINE OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 88°21' EAST 197.3 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 660 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON; THENCE SOUTH 660 FEET TO THE NORTH LINE OF GIBSON'S ADDITION TO CHELAN, WASHINGTON; THENCE EAST ON SAID LINE 66 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TO THE PLACE OF BEGINNING.

PARCEL E: (PARCEL NO. 27-22-12-430-060)

THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON.

EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 330.00 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER; THENCE SOUTH 00°09'10" EAST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 241.14 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 35°59'01" WEST FOR A DISTANCE OF 251.99 FEET; THENCE SOUTH 59°34'45" EAST FOR A DISTANCE OF 172.60 FEET; THENCE NORTH 35°59'01" EAST FOR A DISTANCE OF 251.99 FEET; THENCE NORTH 59°34'45" WEST FOR A DISTANCE OF 172.60 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL F: (PARCEL NO. 27-22-12-110-000)

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON.

PARCEL G: (PARCEL NO. 27-22-12-130-050 and ptn of 27-22-12-330-000)

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON,

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: A TRACT OF LAND IN THE SOUTH HALF OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER; AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID

58°44' EAST OF A DISTANCE OF 263.00 FEET; THENCE SOUTH 63°33'45" EAST FOR A DISTANCE OF 130.07 FEET; THENCE SOUTH 85°23'45" EAST FOR A DISTANCE OF 159.38 FEET; THENCE SOUTH 41°26'30" EAST FOR A DISTANCE OF 201.10 FEET; THENCE SOUTH 80°35'45" EAST FOR A DISTANCE OF 192.90 FEET; THENCE NORTH 64°06'15" EAST FOR A DISTANCE OF 128.18 FEET; THENCE NORTH 34°40'00" EAST FOR A DISTANCE OF 210.00 FEET; THENCE NORTH 10°13'40" EAST FOR A DISTANCE OF 510.61 FEET; THENCE SOUTH 89°34'30" EAST FOR A DISTANCE OF 160.00 FEET; THENCE SOUTH 30°30'30" EAST FOR A DISTANCE OF 338.31 FEET; THENCE SOUTH 22°54'10" EAST FOR A DISTANCE OF 924.02 FEET; THENCE SOUTH 03°00'00" EAST FOR A DISTANCE OF 403.00 FEET; THENCE NORTH 86°00'00" WEST FOR A DISTANCE OF 340.00 FEET; THENCE NORTH 67°50'10" WEST FOR A DISTANCE OF 80.00 FEET; THENCE NORTH 76°15'19" WEST FOR A DISTANCE OF 463.77 FEET; THENCE NORTH 88°49'18" WEST FOR A DISTANCE OF 555.00 FEET; THENCE NORTH 74°47'08" WEST FOR A DISTANCE OF 206.16 FEET; THENCE NORTH 88°48'18" WEST FOR A DISTANCE OF 651.50 FEET; THENCE NORTH 43°56'48" WEST FOR A DISTANCE OF 163.72 FEET; THENCE NORTH 81°42'48" WEST FOR A DISTANCE OF 344.10 FEET; THENCE SOUTH 57°29'12" WEST FOR A DISTANCE OF 146.84 FEET TO THE POINT OF BEGINNING.

PARCEL H: (PARCEL NO. 27-22-12-240-050)

PART OF THE SOUTH ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AND RUNNING THENCE SOUTH 89°34'30" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION FOR A DISTANCE OF 219.7 FEET; THENCE NORTH 00°06'30" EAST FOR A DISTANCE OF 603.2 FEET; THENCE NORTH 31°12' EAST FOR A DISTANCE OF 1177.5 FEET TO THE TRUE POINT OF BEGINNING, OF THIS DESCRIPTION; CONTINUING NORTH 31°12' EAST FOR A DISTANCE OF 504.88 FEET; THENCE SOUTH 89°34'30" EAST FOR A DISTANCE OF 1587.00 FEET TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 12; THENCE SOUTH 00°08' WEST ALONG SAID NORTH-SOUTH CENTER LINE FOR A DISTANCE OF 431.85 FEET; THENCE NORTH 89°34'30" WEST FOR A DISTANCE OF 1848.3 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: TRACT OF LAND IN THE SOUTH HALF OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER; AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12, AND RUNNING THENCE SOUTH 89°34'30" EAST FOR A DISTANCE OF 219.3 FEET; THENCE NORTH 00°06'30" EAST FOR A DISTANCE OF 603.2 FEET; THENCE NORTH 31°12' EAST FOR A DISTANCE OF 232.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 31°12' EAST FOR A DISTANCE OF 1123.69 FEET; THENCE SOUTH 80°48' EAST FOR A DISTANCE OF 391.54 FEET; THENCE SOUTH 58°44' EAST OF A DISTANCE OF 263.00 FEET; THENCE SOUTH 63°33'45" EAST FOR A DISTANCE OF 130.07 FEET; THENCE SOUTH 85°23'45" EAST FOR A DISTANCE OF 159.38 FEET; THENCE SOUTH 41°26'30" EAST FOR A DISTANCE OF 201.10 FEET; THENCE SOUTH 80°35'45" EAST FOR A DISTANCE OF 192.90 FEET; THENCE NORTH 64°06'15" EAST FOR A DISTANCE OF 128.18 FEET; THENCE NORTH 34°40'00" EAST FOR A DISTANCE OF 210.00 FEET; THENCE NORTH 10°13'40" EAST FOR A DISTANCE OF 510.61 FEET; THENCE SOUTH 89°34'30" EAST FOR A DISTANCE OF 160.00 FEET; THENCE SOUTH 30°30'30" EAST FOR A DISTANCE OF 338.31 FEET; THENCE SOUTH 22°54'10" EAST FOR A DISTANCE OF 924.02 FEET; THENCE SOUTH 03°00'00" EAST FOR A DISTANCE OF 403.00 FEET; THENCE NORTH 86°00'00" WEST FOR A DISTANCE OF 340.00 FEET; THENCE NORTH 67°50'10" WEST FOR A DISTANCE OF 80.00 FEET; THENCE NORTH 76°15'19" WEST FOR A DISTANCE OF 463.77 FEET; THENCE NORTH 88°49'18" WEST FOR A DISTANCE OF 555.00 FEET; THENCE NORTH 74°47'08" WEST FOR A DISTANCE OF 206.16 FEET; THENCE NORTH 88°48'18" WEST FOR A DISTANCE OF 651.50 FEET; THENCE NORTH 43°56'48" WEST FOR A DISTANCE OF 163.72 FEET; THENCE NORTH 81°42'48" WEST FOR A DISTANCE OF 344.10 FEET; THENCE SOUTH 57°29'12" WEST FOR A DISTANCE OF 146.84 FEET TO THE POINT OF BEGINNING.

PARCEL I: (PARCEL NO. 27-22-12-340-100)

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION AND RUN THENCE SOUTH 0°09' EAST 488.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF CAMPBELL'S ADDITION TO CHELAN, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE RUN NORTH 89°59' EAST ALONG THE NORTH LINE OF SAID

CAMPBELL'S ADDITION 1037.0 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID ADDITION; THENCE NORTH 0°09' WEST 487.9 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SUBDIVISION OF SAID SECTION 12; THENCE NORTH 89°50' WEST 1037.0 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING TRACT: THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 22 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, RECORDED PLAT OF CAMPBELL'S ADDITION TO CHELAN AND RUNNING THENCE NORTH 89°59' EAST ALONG THE NORTH BOUNDARY THEREOF, FOR A DISTANCE OF 203.3 FEET; THENCE NORTH 29°25'30" WEST FOR A DISTANCE OF 177.1 FEET; THENCE NORTH 23°48'30" WEST FOR A DISTANCE OF 138.2 FEET; THENCE SOUTH 89°51' WEST FOR A DISTANCE OF 61.6 FEET TO THE WEST LINE OF AFORESAID SUBDIVISION; THENCE SOUTH 00°09' EAST ALONG SAID WEST LINE FOR A DISTANCE OF 280.8 FEET TO THE ORIGINAL POINT OF BEGINNING

TOGETHER WITH THE EAST 20 FEET OF THE NORTH 50 FEET OF LOT 2, THE NORTH 50 FEET OF LOTS 3 AND 4, AND ALL OF LOTS 5, 6, 7, 8, 9 AND 10 OF CAMPBELL'S ADDITION TO CHELAN, CHELAN COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF.

PARCEL J: (PARCEL NO. 27-22-12-590-132)

LOTS 7, 8, 9, 10, 11, 12 AND 13, BLOCK 6, GIBSON'S ADDITION TO THE TOWN OF CHELAN, CHELAN COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 51, TOGETHER WITH THAT PORTION OF VACATED HIGHLAND AVENUE ADJOINING PURSUANT TO ORDINANCE NO. 321, RECORDED JULY 29, 1977 UNDER AUDITOR'S FILE NO. 774465, WHICH WOULD ATTACH PER OPERATION OF LAW. AND TOGETHER WITH THAT PORTION OF VACATED SAUNDERS STREET ADJOINING PURSUANT TO ORDINANCE NO. 564, RECORDED JULY 29, 1977 UNDER AUDITOR'S FILE NO. 774460, WHICH WOULD ATTACH PER OPERATION OF LAW.



## CITY OF CHELAN

### CITY COUNCIL

28 May 2024

Subject/Title: RH2 Engineering, Inc. Task Authorization No. 14-2024 for the Boyd Road and Pinnacle Booster Pump Station Evaluation

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

None.

### OVERVIEW

City staff has requested RH2 Engineering, Inc. (RH2) to provide a pre-design task for the Boyd and Pinnacle Booster Pump Station Improvements project. The enclosed Task Authorization No. 14-2024 will complete pre-design tasks and are outlined below:

#### Task 1 – Facility Maintenance and Upgrade Options

- Prepare cost estimates for the Boyd Road BPS improvement options, including new cabinets to bring the electrical equipment above ground, a small enclosure to bring the pumps above ground, or a new building to bring both above ground. Evaluate combining the communication equipment currently near Butte Road with the station electrical equipment.
- Prepare cost estimates for the Pinnacle BPS improvements options. Provide recommendations to resolve the current functional issues. Estimate the cost to bring electrical and control equipment above grade. Prepare a procedure

for the City to test if the existing Cla-Val check valve in the road is functioning.

- Prepare a technical memorandum documenting the alternatives considered at each site. Provide to City for review.

For additional details see the attached task authorization.

#### FINANCIAL IMPLICATIONS

The City budgeted \$49,050 for design in our 2024 water capital program. The task order is on a time and material basis in the amount of \$10,146. Adequate funds budgeted.

#### ATTACHMENTS

1. RH2 Engineering, Inc. Task Authorization No. 14-2024 for the Boyd Road and Pinnacle Booster Pump Station Evaluation

#### SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the RH2 Engineering, Inc. Task Authorization No. 14-2024 for the Boyd Road and Pinnacle Booster Pump Station Evaluation.

Task Authorization No. 14  
City of Chelan  
General Engineering Services  
Boyd Road and Pinnacle Booster Pump Stations Evaluation  
May 2024  
RH2 Project No. CHE 0240005.14

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In accordance with our Professional Services Agreement for General Engineering Services, dated December 13, 2023, this Task Authorization outlines the Scope of Work for the Boyd Road and Pinnacle Booster Pump Stations (BPS) Evaluation. The work will be performed and invoiced in compliance with the terms and conditions listed in the governing Agreement and any issued Contract Amendments.

## Background

The City of Chelan (City) requested that RH2 Engineering, Inc., (RH2) review the Boyd Booster BPS and Pinnacle BPS facilities and provide cost estimates for maintenance and upgrade options. RH2 has visited each site with City personnel.

The Boyd Road BPS structure, piping, and pumps visually appear to be in generally good condition, but the vault is a confined space. Motors, electrical, and control equipment in the vault are at risk if the vault floods. There is no known flow meter. The communication equipment is in a cabinet approximately 200 feet to the south in a location assumed to provide better radio communication.

The Pinnacle BPS is in a vault, which is a confined space. One pump has been placed in “hand” operation and operates continuously, likely because of unresolved past equipment failures. The BPS has been modified multiple times. The pressure tank has been disconnected, the flow meters, at least one of the three pressure transmitters, and the control panel displays do not work, and a bypass line was installed to prevent overpressure due to continually running a pump.

## Scope of Work

### Task 1 – Facility Maintenance and Upgrade Options

Objective: Provide cost estimates for the BPSs facility maintenance and upgrade options.

Approach:

- 1.1 Prepare cost estimates for the Boyd Road BPS improvement options, including new cabinets to bring the electrical equipment above ground, a small enclosure to bring the pumps above ground, or a new building to bring both above ground. Evaluate combining the communication equipment currently near Butte Road with the station electrical equipment.
- 1.2 Prepare cost estimates for the Pinnacle BPS improvements options. Provide recommendations to resolve the current functional issues. Estimate the cost to bring electrical and control equipment above grade. Prepare a procedure for the City to test if the existing Cla-Val check valve in the road is functioning.
- 1.3 Prepare a technical memorandum documenting the alternatives considered at each site. Provide to City for review.

Assumptions:

- *No survey will be completed. GIS and aerial photos will be used for siting and property.*

Provided by the City:

- Plans for the Boyd Road BPS, if available. RH2 currently has plans for the Pinnacle BPS, previously provided by the City.
- Measurements of existing facilities, if requested by RH2.

RH2 Deliverables:

- Technical memorandum and cost estimates in electronic format (PDF).

Subconsultants

No subconsultants are anticipated for this task authorization.

Schedule

RH2 will begin preparing the work in June and work will take approximately 6 weeks.

Fee for Services

The fee for services shall be on a time and expense basis and shall not exceed \$10,146.00 as shown on attached Exhibit A, Fee Estimate without prior written authorization of the City of Chelan.

RH2 Engineering, Inc.  
300 Simon Street SE, Suite 5  
East Wenatchee, WA 98802

City of Chelan  
PO Box 1669  
Chelan, WA 98816



05/20/2024

Signature

Date

Signature

Date

Richard L. Ballard, Director

Print Name/Title

Print Name/Title

**EXHIBIT A**  
**Fee Estimate**  
**Task Authorization No. 14**  
**City of Chelan**  
**General Engineering Services**  
**Boyd Road and Pinnacle Booster Pump Station Evaluation**  
**May-24**

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Facility Maintenance and Upgrade Options	41	\$ 9,894	\$ 252	\$ 10,146
1.1	Prepare Boyd Road BPS cost estimates	14	\$ 3,332	\$ 83	\$ 3,415
1.2	Prepare Pinnacle BPS cost estimates	12	\$ 3,000	\$ 75	\$ 3,075
1.3	Prepare technical memorandum	15	\$ 3,562	\$ 94	\$ 3,656
PROJECT TOTAL		41	\$ 9,894	\$ 252	\$ 10,146





## CITY OF CHELAN

CITY COUNCIL

28 May 2024

Subject/Title: Ardurra Group, Inc. Professional Services Agreement for Additional Consulting Services

Department: Public Works

Staff Contact: Jake Youngren

Reviewed By: City Administrator

### 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

None.

### OVERVIEW

In order to complete the adopted capital improvements plans, the City competitively solicited for supplemental general engineering services (Water, Sewer, Stormwater) through a request for qualifications process (RFQ) in January 2024. A selection committee was assembled that reviewed statements of qualifications and interviewed candidates in February and March, respectively. The committee selected Ardurra Group, Inc. as the preferred consultant to perform these Services. Ardurra Group, Inc. (formerly T-O Engineers Inc.) has experience working in Chelan and Okanogan Counties and provided grant writing services for the City of Chelan in 2023.

Execution of the attached Professional Services Agreement provides an arrangement under which Ardurra Group, Inc. can perform work for the City on an as-needed basis. Services performed by Ardurra Group, Inc. will require written authorization defining the scope of services (Task Authorization/Task Orders) that will contain specific project task requirements with time and budget limitations. The agreement generally mirrors previous agreements RH2 Engineering, Inc. The proposed schedule of rates and charges is consistent with current industry

standard rates.

#### FINANCIAL IMPLICATIONS

No financial implications.

#### ATTACHMENTS

1. Ardurra Group, Inc. Professional Services Agreement for Additional Consulting Services

#### SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the Ardurra Group, Inc. Professional Services Agreement for Additional Consulting Services.

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made in duplicate by and between the CITY OF CHELAN, a Washington municipal corporation (the "CITY") and Ardurra Group, Inc., an incorporation (the "SERVICE PROVIDER").

WHEREAS, the CITY desires to complete General Engineering Services (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 future scope of work task orders. 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:	<u>May 28, 2024</u>
Completion Date:	<u>December 31, 2024</u>

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 "A"***. 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 reimbursed by the City to the SERVICE PROVIDER, plus an additional amount for the SERVICE PROVIDER, as set out in ***Exhibit "A"***, 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 "A"*, 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 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 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 The SERVICE PROVIDER shall obtain insurance of the types and coverage described below:
- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
  - b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the public entity using an addition insured endorsement at least as broad as ISO endorsement form CG 20 26.
  - c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - d. Professional Liability insurance appropriate to the Consultant's profession.
- 7.2 Minimum Amounts of Insurance The SERVICE PROVIDER shall maintain the following insurance limits:
- a. Automobile Liability insurance with a minimum combined single limit for bodily injury

and property damage of \$1,000,000 per accident.

- b. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

7.3 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.

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

7.5 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. 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 commences, 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:

SERVICE PROVIDER:

CITY OF CHELAN  
PO Box 1669  
Chelan, WA 98816

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

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Peri Gallucci, City Clerk



## CITY OF CHELAN

### CITY COUNCIL

28 May 2024

Subject/Title: Ardurra Group, Inc. Supplemental Engineering Services  
Task Authorization No. 1-2024 for Design Services for  
the Lift Station No. 1 Improvements 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

None.

### OVERVIEW

City staff has requested Ardurra Group, Inc. (Ardurra) to provide design tasks for the Lift Station No. 1 Improvements Project. The enclosed Task Authorization No. 1 will complete design tasks and are outlined below:

#### Task 1 - Project Coordination

- City Meetings
- Administration

#### Task 2 - Design Services

- Utility Research
- Topographic Survey
- Lift Station Design
  - Landscape Architecture
  - Electrical Design
- Engineer Cost Estimates

- Specifications and Contract Documents
- Review and Quality Control
  - 30% City Review
  - 60% City Review
  - 90% City Review
  - Internal QC Review
  - Revise and Resubmit Plans
- Permitting Coordination

#### Task 3 - Bid Administration and Support

- Bid Administration
- Pre-Bid Meeting
- Bid Opening

Task 4 - Construction Assistance - This component will be added to the scope following the completion of the design contract.

The project schedule is anticipated to progress through design during the summer, fall, and winter, followed by a bid in early 2025. Construction is expected to occur Fall 2025.

For additional details see the attached scope of work.

### FINANCIAL IMPLICATIONS

The City budgeted \$195,000 for design in our 2024 sewer capital program. The task order is on a time and material basis in the amount of \$187,540. Adequate funds budgeted.

Additionally, the City of Chelan has preliminarily been offered a grant by the Washington State Department of Ecology for the design phase of this project. Negotiations and discussions with ECY are forthcoming, and if an agreement desired, the agreement can be back dated to allow reimbursement of these costs.

### ATTACHMENTS

1. Ardurra Group, Inc. Supplemental Engineering Services Task Authorization No. 1-2024 for Design Services for the Lift Station No. 1 Improvements Project

### SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the Ardurra Group, Inc. Supplemental Engineering Services Task Authorization No. 1-2024 for Design Services for the Lift Station No. 1 Improvements Project.



332 N. Broadmore Way  
Nampa, ID 83687  
Ph: (208) 442-6300 • Fax: (208) 466-0944

### SERVICES AUTHORIZATION

(Please expedite return of signed form.)

DATE: May 28, 2024

Contract/Project No: Ardurra #240217 Project Name: Lift Station CC-1 Upgrades FY24  
Name of Client: City of Chelan  
Address: 135 E Johnson Avenue  
City/State: Chelan, Washington Zip Code: 98816 Telephone: 509-682-8014

See the attached scope and estimate for description of services to be provided by Consultant and associated fees.

The Terms and Conditions of original Professional Services Agreement dated May 28, 2024, are incorporated, and made a part of this Agreement.

Offered by Ardurra (Consultant):

Accepted by Client:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

☒ Work will not proceed until authorization is signed by client



15 N Chelan Ave  
Wenatchee, WA 98801

## SCOPE OF WORK

PROJECT NAME:	City of Chelan Lift Station CC-1 Upgrade
Consultant ADDRESS:	Ardurra Group, 332 N Broadmore Way, Nampa ID 83687
Consultant CONTACT:	Kasey Ketterling, P.E. Ardurra Group
CONTRACT AMOUNT:	\$187,540
DURATION:	June 2024 through March 2025

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### **Project Understanding**

The City of Chelan (City) has identified lift station improvements listed herein. This includes demolition of the existing lift station CC-1 and building and replacing the lift station with a new wet well, below grade vaults, new pumps, new below grade backup generator, control panels, and landscaping and pathway within the general vicinity of the existing building. This scope assumes the existing force main will remain in place and the new lift station will connect to the existing force main. This scope and estimate will provide design in accordance with the General Sewer Plan prepared by the City of Chelan

### **Scope of Work Services**

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

- a. City Meetings: Consultant will schedule monthly progress meetings with City staff, prepare agenda and record minutes. Assumes two (2) in person meetings and four (4) virtual meetings.
- b. Administration: Consultant will provide monthly progress reports(s), detailing expenditures per task to date, percentage of budget spent and percent complete. Monthly progress report(s) will be submitted with monthly invoice(s).

#### **2. Design Services**

- a. Utility Research: Consultant will coordinate with appropriate utility divisions to gather record drawings, field knowledge and historical data available. Consultant will incorporate research into design.
- b. Topographic Survey: Chelan has already completed a topographic survey of the lift station property. This scope includes limited additional survey as needed for design of the lift station and landscaping around the vicinity of the existing lift station. This survey will be completed during the same time as survey for the Water and Sewer Improvements FY24 project. Survey for the Water and Sewer Improvements FY24 project will be completed under a separate scope.
  - i. Survey includes surface topography (spot shots), all visible utilities within the vicinity of the existing lift station, pathways and sidewalks located within the lift station right of way.
- c. Lift Station Design: Consultant will design a sewer lift station in accordance with Washington Department of Ecology and City of Chelan standards. Design includes pump design, wet well, piping, valves, buoyancy calculations, and backup generator. Landscape architecture and electrical design are included and further defined below.
  - i. Landscape Architecture: Consultant will provide conceptual layouts and design for the landscaping around the vicinity of the lift station building for City review. City will provide design guidance on the conceptual layout to be carried into design. This scope assumes 2 Conceptual layouts with 2 City reviews and 2 City council meetings attended virtually.
  - ii. Electrical Design: Consultant will provide electrical design for the lift station that include: One-line diagrams, pump control panel design, standby backup power design, communication system architecture to coordinate with the existing City SCADA system.

- iii. Forensic Evaluation: Consultant will hire subconsultant to complete visual inspection of the existing wet well structure. Includes GPR to locate reinforcing, measure cover thickness and identify deterioration of reinforcing and provide a written report of findings and repair recommendations.
- d. Engineers Cost Estimate: Consultant will compile a list of bid items, estimate unit costs, and calculate a total estimated cost of construction. This is meant to be used as a budgetary tool and actual contractor bids may vary from the estimate. Cost estimate will be provided at each review submittal.
- e. Specifications and Contract Documents: Consultant will prepare a pdf set of contract documents and design specifications to be distributed by the City during the bid process. City will provide template document(s) in Microsoft (MS) Word format for the bidding documents. Specifications and design will be based on the latest version of the EJCDC, City of Chelan Development Standards Manual, and Ten State Standards.
- f. Reviews and Quality Control (QC)
  - i. 30% City Review: Consultant will provide conceptual drawings for City for review and design feedback. Within ten (10) business days, City will provide review comments and schedule review meeting.
  - ii. 60% City Review: Consultant will provide draft design drawings for City for review and design feedback. Within ten (10) business days, City will provide review comments and schedule review meeting. This scope assumes one (1) site visit for 60% drawing coordination and site walkthrough.
  - iii. 90% City Review: Consultant will provide finalized design drawings for City for review and design feedback. Within ten (10) business days, City will provide review comments and schedule review meeting.
  - iv. Internal QC Review: Consultant will complete an internal quality control (QC) review at each deliverable. This includes review by a senior level technical expert.
  - v. Revise and Resubmit Plans: After receiving City 90% comments on plans and bid set, Consultant will revise and resubmit for final City approval.
- g. Permitting Coordination: Consultant will prepare a Shoreline Permit package for submittal to City of Chelan Planning Department for review and approval. Schedule anticipates review and approval within four (4) weeks.

### **3. Bid Administration and Support**

- a. Bid Administration: Consultant will review bid comments, questions, prepare addendum, and advise City on bid inquiries. Assumes three (3) addenda will be issued.
- b. Pre-Bid Meeting: Consultant will prepare agenda and conduct meeting with City and interested parties to discuss project, answer questions, etc. Consultant will record meeting minutes and transmit to City. This scope includes one (1) in person meeting for pre-bid meeting support).
- c. Bid Opening: Consultant will prepare bid summary, assist City in reviewing bids and make recommendation for award. This scope includes one (1) virtual meeting for bid opening support.

### **4. Construction Assistance**

- a. Construction is estimated to take place in Summer of 2025. This scope and estimate does not include construction administration. This service can be provided upon request.

### **General Assumptions**

This scope assumes the following general assumptions based on discussions with City staff and other available information.

- 1. City will provide GIS information for right of way and City utilities.
- 2. City will provide available record drawings of the existing facilities and neighboring projects that may be useful during design. Including CCTV records and flow data.
- 3. City of Chelan staff will provide design guidance.
- 4. This scope includes minor grading around the vicinity of the existing lift station to similar existing conditions with the understanding that additional components may be added based on City feedback of landscaping concepts.
- 5. Retaining walls or additional pathways are not included in this scope. This service can be provided upon request.
- 6. City will be responsible for all agency review and permit fees.
- 7. The project will be contained within one (1) plan set as a single bidding project.
- 8. This scope does not include any boundary work.
- 9. This scope does not include any geotechnical investigation or contamination remediation. This service can provide upon request.
- 10. This scope does not include any public coordination with property owners.
- 11. This scope does not include any hydraulic or capacity analysis of the water or sewer system.
- 12. This scope does not include any building structures for the lift station.
- 13. This scope does not include any graphic design or kiosk/ educational signage. This service can be provided upon request.

**Project Schedule**

Item	Expected Completion
Signed Contract	June 3, 2024
Topographic Survey	June 24 through June 28, 2024
30% Design Submittal	July 29, 2024
60% Design Submittal	November 4, 2024
90% Design Submittal	January 13, 2025
Final Plans	February 10,2025
Bidding	March 2025
Construction	Summer 2025

\*Assumed timeline based on City and Agency review and approval.

**Cost of Services**

Services will be billed on a Time and Material (T&M) basis. If approved in writing by City, additional services, if required, will be billed on a time and materials basis.

Site Visits: Consultant or Consultant’s representative will perform additional site visits not identified in the scope if requested by the City. Scope assumes that the following will be required to complete a site visit and will be billed on a time and materials basis as follows:

- Travel time to site (estimated to be 8 hours each way)
- \$0.655/ mile for travel mileage (estimated to be 425 miles each way)
- Time spent onsite for meeting or observation.
- \$200/ night for lodging per-diem (if needed).
- \$59/ day for Meals and Incidentals per-diem (if needed)

**Final Deliverables:**

- Stamped Construction Drawings
- Stamped Specifications
- Bidding Documents
- Permit applications for the following:
  - Shoreline Permit-City of Chelan Planning Department

**Attachments:**

- [1] Labor Estimate
- [2] Project location map and descriptions as provided by the City





# Attachment A

## Labor Estimate

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City of Chelan  
Water Sewer Capital Improvements FY24  
Chelan, Washington

Date: 5/20/2024

Labor Estimate													
Hourly Bill Rates													
	Project Manager	Project Engineer	Design Engineer	Structural Engineer	Landscape Architect	Electrical Engineer	Survey Manager	Survey Technician	Administrative	Expenses	Sub Task Cost	Subtotal Cost	
Task and Description	\$ 275	\$ 170	\$ 130	\$ 180	\$ 180	\$ 200	\$ 180	\$ 110	\$ 85				
Task 1- Project Coordination												\$	13,450
1.a Citys Meetings	8	12							8	\$ 2,250	\$ 7,170		
1.b Administration	8	16							16	\$ -	\$ 6,280		
Task 2-Design Services												\$	152,030
2.a Utility Research		8	16							\$ -	\$ 3,440		
2.b Topographic Survey		2	4				16	24		\$ 1,250	\$ 7,630		
2.c Lift Station Design	32	60	120	40	100	130			10	\$ 3,000	\$ 89,650		
2.d Engineers Cost Estimate	8	16	24		10	10				\$ -	\$ 11,840		
2.e Specs. & Bidding Docs.	8	24	80		20	20				\$ -	\$ 24,280		
2.f Reviews and QC	16	8	20							\$ 2,500	\$ 10,860		
2.g Permitting Coordination	2	8	16						4	\$ -	\$ 4,330		
Task 3-Bid Administration and Support												\$	22,060
3.a Bid Administration	10	24	40							\$ 500	\$ 12,530		
3.b Pre-Bid Meeting	2	24	8							\$ 1,250	\$ 6,920		
3.c Bid Opening	2	6	8							\$ -	\$ 2,610		
Total Estimated Manhours	96	208	336	40	130	160	16	24	38			1048	
Total Cost												\$	187,540



# Attachment B

## Site Map

&

## City Provided Guidance

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# City of Chelan

Water & Sewer Capital Improvements FY24 Area Map  
Green-Sewer  
Blue-Water  
Yellow-Lift Station





**From:** Travis Denham <tdenham@cityofchelan.us>  
**Sent:** Friday, May 10, 2024 4:28 PM  
**To:** Kasey Ketterling <KKetterling@ardurra.com>  
**Subject:** RE: Ardurra Contract Language

Kasey,

As follow up to our discussion earlier this week, here is a little more direction to develop a couple scope of works. I'd like to add a lift station project to your plate, so I've divided the information into sections below. We can discuss openly your availability to execute on the lift station project if your available next week.

---

#### **PROJECT NO. 1**

These components of the project (Priority #1-3b) are all to be funded by the City's water (\$2,050,000 for design and construction), sewer (\$2,000,000 for design and construction), and streets (\$1,000,000 for design and construction).

##### **Priority #1 – Columbia St. Sewer and Water Replacement**

- PDF Attachments 1, 2, and 3.
- Attachment 1 – Screen shot of the general project area (although it's missing the southern half). Details of what the work generally includes are within the PDF.
- Attachments 2 and 3 – Represent a 60% design plan and profile of just the intersection of Nixon and Columbia.

##### **Priority #2 – Sewer Replacement Between Manholes C2 and C4**

- PDF Attachment 4

##### **Priority #3a – Sewer Replacement near manhole C63**

- PDF Attachment 5
- If money remains let's get this 40' of pipe replaced. Based on camera footage this issue is really only like 20' but I figured we'd add a stick just incase the belly extends farther than it appears.

##### **Priority #3b – Main Zone Capacity Improvements Phase II**

- Again, if money remains for in our water budget, let's try and knockout a block of 16" waterline along Nixon. This what we originally discussed doing with the water money, but now I'm assuming nearly all of it will get consumed in Priority #1 above.

---

#### **PROJECT NO. 2**

We have \$1,690,000 budgeted for design and construction our Lift Station No. 1 (CC1). This is not a project we've discussed in the past, but one that we'd like to get a scope and fee from Ardurra to complete the design. This project is outlined in our general sewer plan, see link below. Within the general sewer plan see page 137 (7-2) for the project description, existing pump station description on page 103 (6-13), and pump station flow schematic on page 94 (6-4). We can certainly discuss this project in detail if desired.

<https://cityofchelan.us/DocumentCenter/View/853/Chelan-GSP-Final-Plan-Aug-2023?bidId=>

---

I'm open Monday, Tuesday, and Friday next week to discuss. Feel free to reach out.

Thanks,  
Travis

**Travis Denham, PE**

City Engineer | City of Chelan



50 Chelan Falls Hwy.  
Chelan, WA 98816  
O: (509) 682-8055  
M: (509) 885-3591  
[tdenham@cityofchelan.us](mailto:tdenham@cityofchelan.us)  
[www.cityofchelan.us](http://www.cityofchelan.us)

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## CITY OF CHELAN

CITY COUNCIL

28 May 2024

Subject/Title: Ardurra Group, Inc. Supplemental Engineering Services  
Task Authorization No. 2-2024 for Design Services for  
the 2025 Downtown Water and Sewer Pipe  
Replacement 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

None.

### OVERVIEW

City staff has requested Ardurra Group, Inc. (Ardurra) to provide design tasks for the 2025 Downtown Water and Sewer Pipe Replacement project. The enclosed Task Authorization No. 2 will complete design tasks and are outlined below:

#### Task 1 - Project Coordination

- City Meetings
- Administration

#### Task 2 - Design Services

- Utility Research
- Topographic Survey
- Water System Design
- Sewer System Design
- Roadway Design (primarily Columbia Street)

- Engineer Cost Estimates
- Specifications and Contract Documents
- Review and Quality Control
  - 30% City Review
  - 60% City Review
  - 90% City Review
  - Internal QC Review
  - Revise and Resubmit Plans
- Permitting Coordination

#### Task 3 - Bid Administration and Support

- Bid Administration
- Pre-Bid Meeting
- Bid Opening

Task 4 - Construction Assistance - This component will be added to the scope following the completion of the design contract.

The project schedule is anticipated to progress through design during the summer, fall, and winter, followed by a bid in early 2025. Construction is expected to occur Spring and Fall 2025.

For additional details see the attached scope of work.

### FINANCIAL IMPLICATIONS

The City budgeted a total of \$586,550 for design in our 2024 sewer (\$200,000), streets (\$150,000), and water (\$236,550) capital programs. The task order is on a time and material basis in the amount of \$394,370. Adequate funds budgeted.

### ATTACHMENTS

1. Ardurra Group, Inc. Supplemental Engineering Services Task Authorization No. 2-2024 for Design Services for the 2025 Downtown Water and Sewer Pipe Replacement Project

### SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the Ardurra Group, Inc. Supplemental Engineering Services Task Authorization No. 2-2024 for Design Services for the 2025 Downtown Water and Sewer Pipe Replacement Project.



332 N. Broadmore Way  
Nampa, ID 83687  
Ph: (208) 442-6300 • Fax: (208) 466-0944

### SERVICES AUTHORIZATION

(Please expedite return of signed form.)

DATE: May 28, 2024

Contract/Project No: Ardurra #240218 Project Name: Sewer and Water Improvements FY24  
Name of Client: City of Chelan  
Address: 135 E Johnson Avenue  
City/State: Chelan, Washington Zip Code: 98816 Telephone: 509-682-8014

See the attached scope and estimate for description of services to be provided by Consultant and associated fees.

The Terms and Conditions of original Professional Services Agreement dated May 28, 2024, are incorporated, and made a part of this Agreement.

Offered by Ardurra (Consultant):

Accepted by Client:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

☒ Work will not proceed until authorization is signed by client





15 N Chelan Ave  
Wenatchee, WA 98801

## SCOPE OF WORK

PROJECT NAME: City of Chelan Water & Sewer Capital Improvements FY24  
Consultant ADDRESS: Ardurra Group, 332 N Broadmore Way, Nampa ID 83687  
Consultant CONTACT: Kasey Ketterling, P.E. Ardurra Group  
CONTRACT AMOUNT: \$394,370  
DURATION: June 2024 through February 2025

### Project Understanding

The City of Chelan (City) has identified water and sewer improvements listed herein.

#### A. Project Component 1

- a. Water improvements include two (2) sites that provide installing a new water transmission line to improve water pressure and replacing aging pipe. This scope and estimate will provide design for the following sites in accordance with the Main Zone Capacity Improvements Predesign Report prepared by the City of Chelan:

Site		Intersection Start	Intersection End
1	New 16-Inch Transmission Line	E Nixon Ave and N Markeson St	N Columbia St and E Johnson Ave/ Hwy 150
2	Existing 4-Inch replacement within the alleyway between E Woodin Ave and E Wapato Ave.	Sanders St and E Woodin Ave	S Bradley St and E Woodin Ave

- b. Sewer improvements include three (3) sites within the sewer collection system that are in need of replacement. Site 1 includes full roadway design and replacement. Sites 2 & 3 will include surface patching. This scope and estimate will provide design for the following sites in accordance with the General Sewer Plan prepared by the City of Chelan:

Site	Address or Nearest Cross Road	City MH No. Start	City MH No. End
1	N Columbia St	A-33	A-12
2	Alleyway E Woodin Ave and Sanders St	C-2	C-4
3	Alleyway E Okanogan Ave and S Robinson St	C-63	C-64

The project is anticipated to be designed in a single phase with construction being completed in one or two phases depending on anticipated construction costs.

### Scope of Work Services

#### 1. Project Coordination

- a. City Meetings: Consultant will schedule monthly progress meetings with City staff, prepare agenda and record minutes. Assumes two (2) in person meetings and eight (8) virtual meetings.
- b. Administration: Consultant will provide monthly progress reports(s), detailing expenditures per task to date, percentage of budget spent and percent complete. Monthly progress report(s) will be submitted with monthly invoice(s).

## 2. Design Services

- a. Utility Research: Consultant will coordinate with appropriate utility divisions to gather record drawings, field knowledge and historical data available. Consultant will incorporate research into design. City will provide potholing services and patching to locate utilities in specific conflict areas. Scope includes one (1) site visit for potholing support and coordination.
- b. Topographic Survey: Consultant will perform a topographic survey that will consist of onsite planometric and existing features survey suitable for design of the sewer line, roadway resurfacing, stormwater mapping and develop a utility base mapping as follows:
  - i. Establish/ set survey project control points for all sites.
  - ii. Survey corridor consisting of the following items:
    1. Roadway cross sections at 25-foot intervals from top back of curb to top back of curb or roadway shoulder to roadway shoulder as appropriate for the existing road. General surface topography (spot shots) will be completed outside of the roadway sections within the right-of-way.
    2. All visible utilities within the roadway corridor as well as visible water services, manholes and any other utilities that may affect the location and construction of the new sewer main.
    3. Driveways and sidewalk locations will be surveyed within the right-of-way boundary.
  - iii. City will provide traffic control for the topographic survey work.
- c. Water System Design: Consultant will perform design for the new water transmission main generally described as follows:
  - i. New 16-inch water transmission line design for site 1.
  - ii. Replacement of existing 4-inch water transmission line for site 2 with new 8-inch water line. Includes replacement and reconstruction of all water services (estimated to be 14 services) and hydrants encountered.
  - iii. Design under this section includes trench repair detail that specifies road repair back to existing grades. Scope excludes full roadway design and repair except for Site 1 discussed in 'Roadway Design' below.
- d. Sewer System Design: Consultant will perform design for the replacement of existing gravity sewer mains. Design includes trench repair detail that specifies road repair back to existing grades. Scope excludes full roadway design and repair except for Site 1 discussed in 'Roadway Design' below.
- e. Roadway Design: Consultant will provide full width roadway design replacement within the existing right-of-way for Site 1 of the sewer improvements. Includes relocation of stormwater facilities and inlets to remove utility conflicts, asphalt pavement design. Consultant will development of a traffic control plan that meets WSDOT requirements for traffic control signage.
  - i. Intersection Design: Consultant will provide full reconstruction design of intersections identified below:
    1. Intersection of N Markeson st and E Nixon Ave
    2. Intersection of N Columbia st and E Nixon Ave
    3. Intersection of N Columbia st and E Allen Ave
    4. Intersection of N Columbia st and E Chelan Ave
  - ii. ADA & Sidewalk Grading: Consultant will provide ADA and sidewalk grading for roadway intersections or pedestrian crossings that do not meet ADA compliance. The sections anticipated to need re-grading are identified below.
    1. Northwest corner of intersection of N Markeson st & E Nixon ave
    2. Northeast and southeast corner of intersection of N Columbia st and E Nixon Ave
    3. Alleyway between E Nixon Ave and E Allen Ave along N Columbia st.
    4. Northeast and southeast corner of intersection of N Columbia st and E Allen Ave
    5. Intersection of N Columbia st and E Chelan Ave
- f. Engineers Cost Estimate: Consultant will compile a list of bid items, estimate unit costs, and calculate a total estimated cost of construction. This is meant to be used as a budgetary tool and actual contractor bids may vary from the estimate. Cost estimate will be provided at each review submittal.
- g. Specifications and Contract Documents: Consultant will prepare a pdf set of contract documents and design specifications to be distributed by the City during the bid process. City will provide template document(s) in Microsoft (MS) Word format. Specifications and design will be based on the latest version of the EJCDC, City of Chelan Development Standards Manual, and Ten State Standards.

h. Reviews and Quality Control (QC)

- i. 30% City Review: Consultant will provide conceptual drawings for City for review and design feedback. Within ten (10) business days, City will provide review comments and schedule review meeting. This scope assumes one (1) site visit for 30% drawing coordination and site walkthrough.
  - ii. 60% City Review: Consultant will provide draft design drawings for City for review and design feedback. Within ten (10) business days, City will provide review comments and schedule review meeting. This scope assumes one (1) site visit for 60% drawing coordination and site walkthrough.
  - iii. 90% City Review: Consultant will provide finalized design drawings for City for review and design feedback. Within ten (10) business days, City will provide review comments and schedule review meeting.
  - iv. Internal QC Review: Consultant will complete an internal quality control (QC) review at each deliverable. This includes review by a senior level technical expert.
  - v. Revise and Resubmit Plans: After receiving City 90% comments on plans and bid set, Consultant will revise and resubmit for final City approval.
- i. Permitting Coordination: Consultant will prepare a package for submittal to WSDOT for review and approval. Schedule anticipates review and approval within six (6) weeks.

**3. Bid Administration and Support**

- a. Bid Administration: Consultant will review bid comments, questions, prepare addendum, and advice City on bid inquiries. Assumes two (2) addenda will be issued.
- b. Pre-Bid Meeting: Consultant will prepare agenda and conduct meeting with City and interested parties to discuss project, answer questions, etc. Consultant will record meeting minutes and transmit to City. This scope includes one (1) in person meeting for pre-bid meeting support).
- c. Bid Opening: Consultant will prepare bid summary, assist City in reviewing bids and make recommendation for award. This scope includes one (1) virtual meeting for bid opening support).

**4. Construction Assistance**

- a. Construction is estimated to take place in Spring of 2025. This scope and estimate does not include construction administration. This service can be provided upon request.

**General Assumptions**

This scope assumes the following general assumptions based on discussions with City staff and other available information.

1. City will provide GIS information for right of way and City utilities.
2. City will provide available record drawings of the existing facilities and neighboring projects that may be useful during design. Including CCTV records and flow data.
3. City of Chelan staff will provide design guidance.
4. This scope does not include any site re-grading. It is assumed that the final condition of each site will be similar to the existing condition (for example, gravel surface will be replaced with gravel etc.).
5. City will be responsible for all agency review and permit fees.
6. All sites will be contained within one (1) plan set as a single bidding project.
7. This scope does not include any boundary work.
8. This scope does not include any geotechnical investigation.
9. This scope does not include any public coordination with property owners.
10. This scope does not include any hydraulic or capacity analysis of the water or sewer system.

**Project Schedule**

Item	Expected Completion
Signed Contract	June 3, 2024
Topographic Survey	June 24 through June 28, 2024
30% Design Submittal	July 29, 2024
60% Design Submittal	October 21, 2024
90% Design Submittal	December 16, 2024
Final Plans	January 13, 2025
Bidding	February 2025
Construction	Spring 2025

\*Assumed timeline based on City and Agency review and approval.

**Cost of Services**

Services will be billed on a Time and Material (T&M) basis. If approved in writing by City, additional services, if required, will be billed on a time and materials basis.

**Site Visits:** Consultant or Consultant's representative will perform additional site visits not identified in the scope if requested by the City. Scope assumes that the following will be required to complete a site visit and will be billed on a time and materials basis as follows:

- Travel time to site (estimated to be 8 hours each way)
- \$0.655/ mile for travel mileage (estimated to be 425 miles each way)
- Time spent onsite for meeting or observation.
- \$200/ night for lodging per-diem (if needed).
- \$59/ day for Meals and Incidentals per-diem (if needed)

**Final Deliverables:**

- Stamped Construction Drawings
- Stamped Specifications
- Bidding Documents
- Permit applications for the following:
  - Washington Department of Transportation Permit

**Attachments:**

[1] Labor Estimate

[2] Project location map and descriptions as provided by the City



# Attachment A

## Labor Estimate

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## Labor Estimate

### Hourly Bill Rates

	Project Manager	Project Engineer	Design Engineer	Survey Manager	Survey Technician	Administrative	Expenses	Sub Task Cost	Subtotal Cost
Task and Description	\$ 275	\$ 170	\$ 130	\$ 180	\$ 110	\$ 85			
<b>Task 1- Project Coordination</b>									<b>\$ 17,690</b>
1.a Citys Meetings	12	16				8	\$ 2,250	\$ 8,950	
1.b Administration	12	24				16	\$ -	\$ 8,740	
<b>Task 2-Design Services</b>									<b>\$ 354,620</b>
2.a Utility Research		40	60				\$ -	\$ 14,600	
2.b Topographic Survey		4	8	44	96		\$ 1,250	\$ 21,450	
2.c Water System Design	80	160	300				\$ 1,250	\$ 89,450	
2.d Sewer System Design	60	120	260				\$ 3,500	\$ 74,200	
2.e Roadway Design	80	160	280				\$ -	\$ 85,600	
2.f Engineers Cost Estimate	8	16	40				\$ -	\$ 10,120	
2.g Specs. & Bidding Docs.	16	40	80				\$ -	\$ 21,600	
2.h Reviews and QC	40	32	20				\$ 2,500	\$ 21,540	
2.i Permitting Coordination	16	32	40			12	\$ -	\$ 16,060	
<b>Task 3-Bid Administration and Support</b>									<b>\$ 22,060</b>
3.a Bid Administration	10	24	40				\$ 500	\$ 12,530	
3.b Pre-Bid Meeting	2	24	8				\$ 1,250	\$ 6,920	
3.c Bid Opening	2	6	8				\$ -	\$ 2,610	
<b>Total Estimated Manhours</b>	<b>338</b>	<b>698</b>	<b>1144</b>	<b>44</b>	<b>96</b>	<b>36</b>			<b>2356</b>
<b>Total Cost</b>									<b>\$ 394,370</b>



# Attachment B

## Site Map

&

## City Provided Guidance

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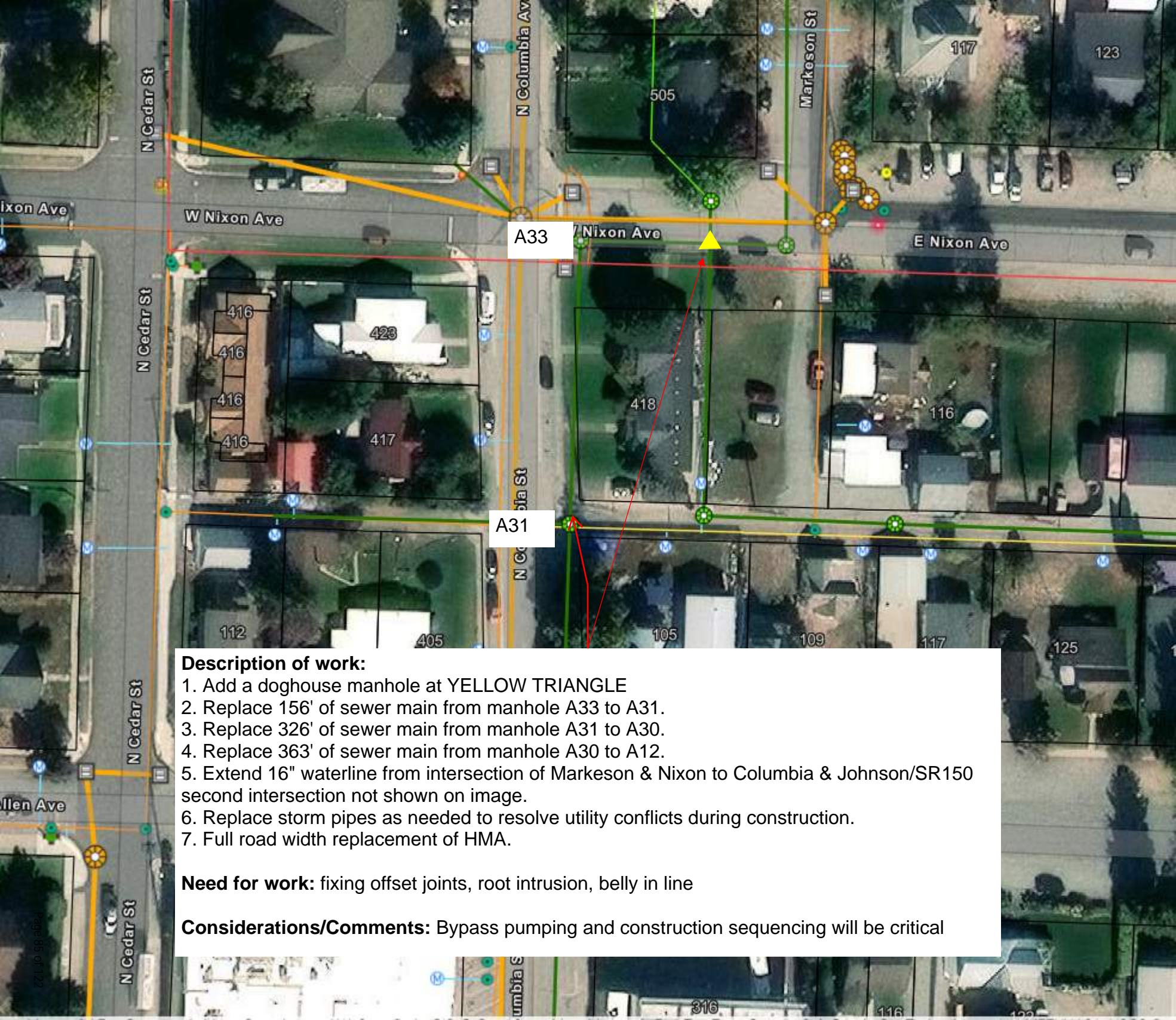


# City of Chelan

Water & Sewer Capital Improvements FY24 Area Map  
Green-Sewer  
Blue-Water  
Yellow-Lift Station







#### **Description of work:**

1. Add a doghouse manhole at YELLOW TRIANGLE
2. Replace 156' of sewer main from manhole A33 to A31.
3. Replace 326' of sewer main from manhole A31 to A30.
4. Replace 363' of sewer main from manhole A30 to A12.
5. Extend 16" waterline from intersection of Markeson & Nixon to Columbia & Johnson/SR150 second intersection not shown on image.
6. Replace storm pipes as needed to resolve utility conflicts during construction.
7. Full road width replacement of HMA.

**Need for work:** fixing offset joints, root intrusion, belly in line

**Considerations/Comments:** Bypass pumping and construction sequencing will be critical



### Description of work:

1. Add a doghouse manhole in the east sidewalk of Sanders/at the edge of the alley.
2. Replace 222' of sewer main from new doghouse manhole (item 1 above) to manhole C3.
3. Replace 378' of sewer main from manhole C3 to C4.
4. Replace existing 4" AC waterline throughout the sewer main area, which will include 14 water services.

**Need for work:** fixing offset joints, root intrusion, belly in line

**Considerations/Comments:** This work will include sewer installation in the area of the gas station at the SE corner of Sanders/Woodin.

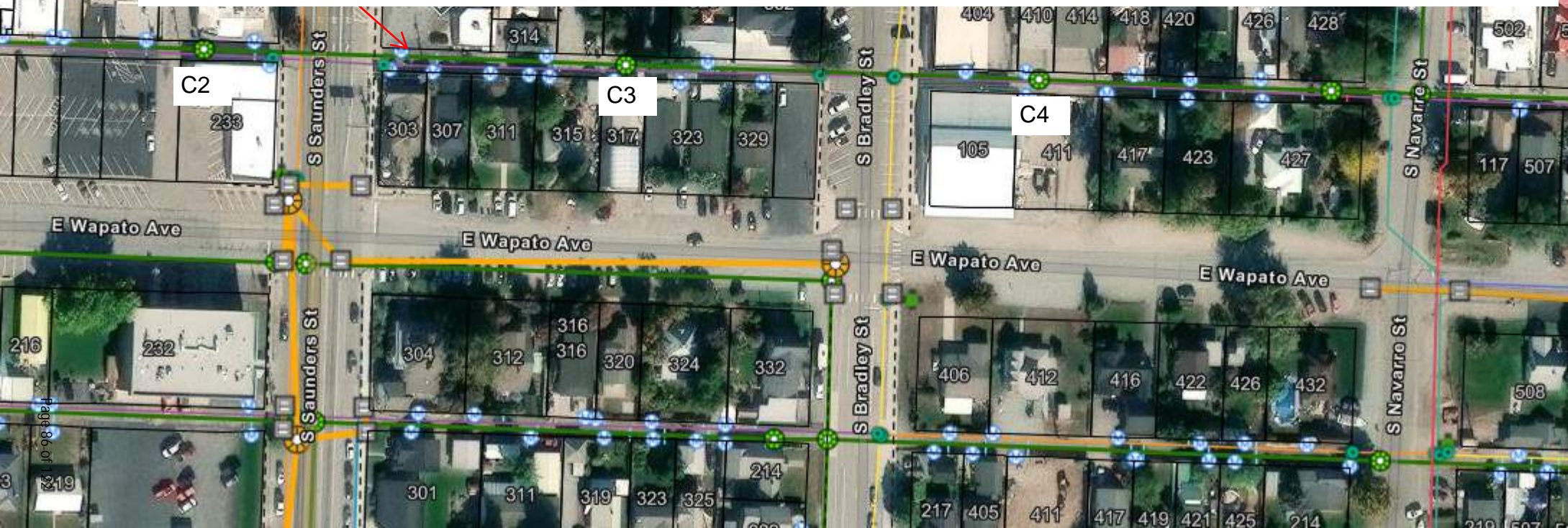
We could consider doing pipe bursting to avoid replacing the water main and any old underground storage tanks that may exist.

Include full ground penetrating radar survey of the project area.

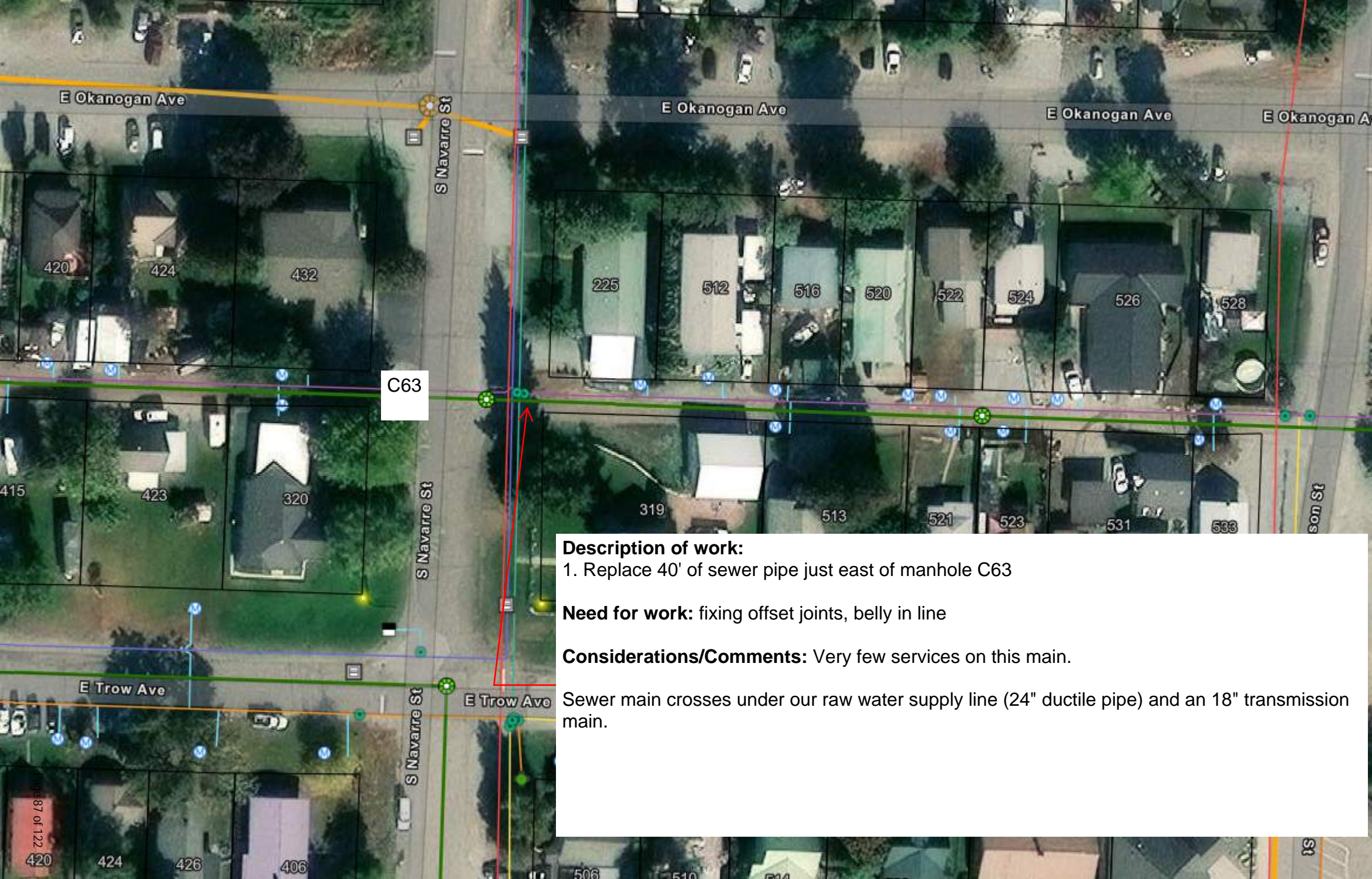
Bypass pumping and construction sequencing will be critical

Not crossing Sanders (which is a highway).

Crossing Bradley, which is a residential street. Shouldn't be an issue.







**Description of work:**

1. Replace 40' of sewer pipe just east of manhole C63

**Need for work:** fixing offset joints, belly in line

**Considerations/Comments:** Very few services on this main.

Sewer main crosses under our raw water supply line (24" ductile pipe) and an 18" transmission main.

**From:** Travis Denham <tdenham@cityofchelan.us>  
**Sent:** Friday, May 10, 2024 4:28 PM  
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**Subject:** RE: Ardurra Contract Language

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---

I'm open Monday, Tuesday, and Friday next week to discuss. Feel free to reach out.

Thanks,

Travis

**Travis Denham, PE**

City Engineer | City of Chelan



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## CITY OF CHELAN

CITY COUNCIL

28 May 2024

Subject/Title: Ordinance No. 2024-1624 Computer 5, Inc. dba  
LocalTel Communications Cable Television Franchise  
Agreement

Department: Administration

Staff Contact: Quentin Batjer

Reviewed By: City Attorney  
City Administrator  
Finance Director

### GOVERNING LEGISLATION

RCW 35A.47.040 Franchises and permits—Streets and public ways.

Every code city shall have authority to permit and regulate under such restrictions and conditions as it may set by charter or ordinance and to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service. The power hereby granted shall be in addition to the franchise authority granted by general law to cities.

### PREVIOUS COUNCIL ACTION TAKEN

Ordinance No. 2005-1300 Establishing a Master Cable Services Agreement/Non-Exclusive Cable Franchise was passed by Council on April 28, 2005. On August 25, 2005, Ordinance No. 2005-1305 was passed granting cable franchise rights to Millenium Digital Media Systems, LLC.

### OVERVIEW

The City of Chelan is granted authority to issue franchise agreements under RCW 35A.47.040. Franchise agreements related to cable providers are also governed by 47 USC Chapter 5. While the City has latitude over some aspects of the franchise

agreement, other elements, such as franchise fees, are regulated by State and Federal regulations. The City has worked to ensure that provisions of the agreement between Chelan and LocalTel provide adequate protection of the public right-of-way (ROW) and the City's ability to require movement of utilities consistent with City needs.

The franchise agreement with LocalTel includes (1) a requirement that LocalTel continues to pay 5% of their gross revenues from cable services to the City as a franchise fee; (2) terms requiring compliance with the general use of the ROW requirements and permitting and restoration; and (3) indemnification and insurance provisions.

The RCW requires two "readings" for franchises. The Localtel Cable Franchise is on the agenda as an administrative report on May 28, 2024, which will satisfy one reading requirement. It is anticipated that the the second reading requirement will occur at the June 11, 2024 meeting when the Council considers adopting the enabling ordinance and authorizing the Mayor to sign the agreement.

#### FINANCIAL IMPLICATIONS

The City will receive 3.5% of gross cable revenues.

#### ATTACHMENTS

1. Ordinance No. 2024-1624 Computer 5, Inc. dba LocalTel Communications Cable Television Franchise Agreement

#### SUGGESTED MOTION

Suggested Motion: None.

**ORDINANCE NO. 2024-1624**

**AN ORDINANCE OF THE CITY OF CHELAN GRANTING A FRANCHISE TO COMPUTER 5, INC., D/B/A LOCALTEL COMMUNICATIONS, ITS SUCCESSORS AND ASSIGNS TO ERECT, CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF CHELAN, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE PROVIDING FOR THE CITY REGULATION AND USE OF THE CABLE TELEVISION SYSTEM.**

---

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

**FRANCHISE AGREEMENT**

**This Franchise Agreement** is between the City of Chelan, Washington, hereinafter referred to as the “Grantor” or the “City” and Computer 5, Inc., d/b/a LocalTel Communications, hereinafter referred to as the “Grantee.”

**WHEREAS**, the Grantor finds that the Grantee has substantially complied with the material terms of a now-expired Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs and interests of the community; and

**WHEREAS**, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

**WHEREAS**, the Grantor and Grantee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal.

**NOW, THEREFORE**, the City Council of the City of Chelan, Washington do ordain as follows:

**Section 1:** Ordinance No. 2005-1305 related to the immediately preceding Franchise Agreement has since expired and is now and replaced by this Ordinance.

**Section 2:** Exhibit A (attached hereto and incorporated by reference) identifies the Franchise Agreement between the City of Chelan and Computer 5, Inc., d/b/a LocalTel Communications.

**Section 3:** This Ordinance shall be in effect and be in full force from the later of five (5) days after publication and such date of acceptance by Grantee recorded on the signature page of the Franchise Agreement.

**Section 4:** The City of Chelan hereby approves, adopts and authorizes the Mayor to sign the Franchise agreement in Exhibit A.

Passed by the City Council of the City of Chelan and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF CHELAN

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Peri Gallucci, City Clerk

Approved as to form:

\_\_\_\_\_  
Quentin Batjer, City Attorney

**FILED WITH THE CITY CLERK: MAY 20, 2024**

**PASSED BY THE CITY COUNCIL:**

**PUBLISHED:**

**EFFECTIVE DATE:**

**ORDINANCE NO.: 2024-1624**



## **EXHIBIT A**

### **FRANCHISE AGREEMENT**

This Franchise Agreement is between the City of Chelan, Washington, hereinafter referred to as the “Grantor” or the “City” and Computer 5, Inc., d/b/a LocalTel Communications, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the now-expired Franchise as established by Ordinance No. 2005-1300 and under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs and interests of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal.

NOW, THEREFORE, the Grantor and Grantee agree as follows:

#### **SECTION 1**

##### **Definitions**

1.1 **Definitions.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Affiliate” means an entity which owns or controls, is owned or controlled by, or is under common ownership with the Grantee.
- B. “Basic Cable Service:” means any Cable Service tier that includes the lawful retransmission of local television broadcast signals and any other programming lawfully required by this Franchise to be carried on the basic tier and provided to all Subscribers. Basic Cable Service as defined herein shall be consistent with 47 U.S.C. § 543(b)(7) (1997).
- C. “Broadband System” means the Chelan County Public Utility District’s high-speed, high capacity, fiber optic system that is being utilized by the Grantee to provide Cable Service in the City.

- D. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- E. "Council" shall mean the governing body of the Grantor.
- F. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- G. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- H. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- I. "Gross Revenues" shall mean all revenues, as determined in accordance with generally accepted accounting principles, received by Grantee or its Affiliates from the operation of the Cable System to provide Cable Services in the Service Area; provided, however, that such phrase shall not include: (1) revenues received from any national advertising; (2) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the Franchise Fee, utility fee and the FCC user fee; (3) bad debt; (4) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- L. "State" shall mean the State of Washington.
- M. "Street", "Right of Way", and "Public Way" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.

- N. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

## **SECTION 2**

### **Grant of Franchise**

2.1 **Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any wires, cable, underground conduits, utility poles, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by Federal, State or Local law. Grantee(s) acknowledges and accepts the right of City to grant this Franchise. This Franchise shall not be construed as any limitation upon the right of City, through its proper offices, and in accordance with applicable law, to grant to other persons or corporations rights, privileges or authority similar to or different from the rights, privileges and authority herein set forth, in the same or other Rights-of-Ways or public aces or other places the Grantee(s) is entitled to occupy by this Franchise.

2.2 **Term.** The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in subsection 14.14.

2.3 **Police Powers and Conflicts with Franchise.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local resolution or ordinance, to the extent that the provisions of the resolution or ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor resolution or ordinance or regulation, this Franchise shall prevail. Any infrastructure of Grantee separate from the Chelan County Public Utility District shall be constructed and maintained so as not to unreasonably interfere with other uses of the Rights-of-Way.

2.4 **Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

**SECTION 3**  
**Franchise Renewal**

3.1 **Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

**SECTION 4**  
**Indemnification and Insurance**

4.1 **Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor which shall include payment of costs for Grantee's legal defense of Grantor, its officers, boards, commissions, agents, and employees from all claims for injury or damages to any Person or property arising out of this franchise or caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, judgment, growing out of any injury to any Person or property as a result of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within a reasonable time of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder, subject to the Grantor's approval, which shall not be unreasonably denied, and the Grantor shall cooperate fully herein. Should the Grantor object to Grantee's selection of legal counsel in the defense of Grantor due to potential conflict of interest, Grantee agrees to select a different counsel which Grantor shall not unreasonably deny. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 **Insurance.**

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate

Auto Liability including coverage on all owned, non-owned and hired autos \$1,000,000 per occurrence C.S.L.

Umbrella Liability \$2,000,000 per occurrence C.S.L.

B. The Grantor shall be added as an additional insured for claims arising out of this Agreement, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

4.3 **Bonds.** Except as expressly provided herein, Grantee shall not be required to obtain or maintain bonds or other assurance as a condition of being awarded the Franchise or continuing its existence. The Grantor agrees to require construction bonds only for new construction projects in such amounts and during such times as there is a reasonably demonstrated need or where required by state or local law. Initially, no bond or surety will be required. In the event that a construction bond is required, the Grantor agrees to give Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement. The construction bond shall be canceled upon completion of the new construction project and the Grantor's return of the original bond or its release consent shall not be delayed. Provided that nothing herein shall preclude the City's ability to require bonds and other surety in such amounts and during such times as there is reasonably demonstrated need therefore or where required by State or local law. In the event that the City determines that a bond or surety is required in the future, the City shall give the Grantee(s) at least sixty (60) days prior notice setting forth the reasons for the requirement.

## **SECTION 5**

### **Service Obligations**

5.1 **No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 **Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

## **SECTION 6**

### **Service Availability**

6.1 **Service Area.** The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least thirty (30) unserved residences per linear strand mile of aerial cable as measured from Grantee's closest technologically feasible tie-in point that is actively

delivering Cable Service as of the date of such request for the service. If such residence is located within one hundred twenty-five (125) feet of Grantee's existing distribution system, the Cable Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service or into any annexed area which is not contiguous to the present Service Area of the Grantee. Grantee shall not be obligated to provide Cable Service to any area which is financially or technically infeasible.

6.2 **Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.

6.3 **New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Grantee.

6.4 **Annexation and Address Changes.** In the event the Grantor modifies the Service Area by annexation or any other means, the Grantor shall provide notice to Grantee in writing to the address set forth below by U.S. certified mail, return receipt requested. Grantor shall provide detail and information, including address files and maps in sufficient detail and in a digital format. Grantee shall begin to collect Franchise Fees from Subscribers in any annexed area within ninety (90) days of such notice and address information as described above. Grantee shall not be obligated to collect and remit Franchise Fees until such notice and information has been received by Grantee.

The Grantor shall also notify Grantee of all new street address assignments or changes within the Service Area.

All notices provided under this subsection shall be delivered to the Grantee at the following addresses:

LocalTel Communications  
341 Grant Road  
Wenatchee, WA 98802  
(509) 888-8888

Grantee shall provide Grantor thirty (30) days written notice of address changes affecting this subsection pursuant to section 14.5.

## **SECTION 7**

### **Construction and Technical Standards**

7.1 **Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electrical Safety Code, National Electric Code and all Occupational Safety and Health Administration (OSHA) regulations.

7.2 **Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 **Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards relating to Cable Systems contained in Part 76 of the federal's rules and regulations as may, from time to time, be amended.

7.4 **Performance Monitoring.** Grantee shall test the Cable System consistent with FCC regulations.

## **SECTION 8**

### **Conditions on Street Occupancy**

8.1 **General Conditions.** Grantee utilizes the Broadband System. The Grantee will have no direct control over the installation, operation or maintenance of the physical facilities located within the City's Rights-of-Way. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor. Should Grantee develop its own system it shall adhere to the Conditions on Street Occupancy in this Section 8.

8.2 **Underground Construction.** Except for high voltage lines, the facilities of the Grantee shall be installed underground in those Service Areas where existing telephone

and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aurally at the time of system construction, the Grantee may install its facilities aurally with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground consistent with state and federal law. In the event that any other utilities or Persons in the Right of Way, including telephone, cable, and broadband companies, are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as allowed by state and federal law.

8.3 **Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to public utility companies and other entities operating in the Service Area.

8.4 **System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 **Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the Public Way or public property as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets or Public Way immediately prior to such damage or disturbance within 30 days, or such longer time provided by the Grantor in the event of weather or other events beyond Grantee's control. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public, which may include but not be limited to placing a temporary patch, installing a trench plate or making other temporary repairs until the Street or Public Way is restored. Completion of the Grantor Street restoration in a manner consistent with Grantor permits and approved plans shall satisfy the Grantee's restoration obligations under this section.



In the event that the Grantee or its contractors should fail to restore any Grantor Streets consistent with Grantor codes and ordinances, Grantor may, after forty five (45) days' prior written notice make such repairs or restorations as are necessary to return the Grantor Streets to their pre-work condition, except if in the opinion of the Grantor, the Grantee's deficient restoration causes an emergency situation resulting in an immediate hazard to public safety, health, or property, the Grantor may repair the deficiency without prior notice to the Grantee. The Grantee shall be responsible for reimbursing the Grantor for any and all costs and expenses incurred by the Grantor to correct any deficiency in the Grantee's restoration of the Street, whether with notice as set out above or on an emergency basis. Upon presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, and an explanation of the basis for the Grantor's determination that emergency restoration action was required to remove an immediate hazard to public safety, health or property, the Grantee shall pay the bill within sixty (60) days. Standards and conditions acceptable to the Grantor shall be equally and uniformly applied to Grantee as to any other Person in the Street and consistent with all applicable Grantor codes as they may apply to the Grantor's police powers.

8.6 **Removal in Emergency.** Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 **Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 **Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 **Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 **Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse

the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall notify Grantee in writing and make application for such funds on behalf of the Grantee if the same is made for any other Person using the Street, conditioned upon the availability of such funds to Cable Operators and reimbursement is allowed under state and federal law.

8.11 **Joint Trenching/Boring.** To the extent it is technically, commercially and economically feasible, Grantee shall joint trench or share bores or cuts and work with other providers (such as, but not limited to, other cable, telecommunications, gas, and electric companies), licensees, permittees and franchisees so as to reduce the number of right-of-way cuts within the Service Area.

8.12 **Emergency Override.** Grantee shall comply with Federal Emergency Alert System (“EAS”) rules and regulations.

8.13 **Operational Parity.** In the event the City grants an overlapping franchise for Cable Services within the Cable Service Territory in which the material terms and conditions are either more favorable or less burdensome than the terms and conditions contained in this Franchise, then the Grantee(s) may (individually) elect within six (6) months of the grant of such overlapping franchise agreement to negotiate with the City in good faith to modify the terms of the Agreement relative to said overlapping area to obtain terms and conditions that on the whole are similar to those contained in the overlapping franchise area, and if the parties fail to reach an agreement, the Grantee(s) may (individually) elect to obtain a new franchise agreement pursuant to the renewal provisions of this Agreement, and the then applicable provisions of state and federal law.

## **SECTION 9**

### **Service and Rates**

9.1 **Customer Service Standards.** Grantee shall comply with the customer service standards set forth in Section 76.309 of Federal Regulations, as such may be amended from time to time.

9.2 **Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 **Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 **Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under 6.1 of this Agreement.

9.5 **Public, Educational and Government ("PEG") Access Programming.** Upon 90 days prior written notice from Grantor, Grantee shall provide one (1) channel on the Cable System for the use by the Grantor for original, locally-produced, non-commercial, video programming for Public, Education and Government ("PEG") access programming. Programming shall be produced in the State of Washington. The PEG channel may be placed on any tier of service available to all Subscribers, including the digital tier. The Grantor shall utilize the PEG channel as follows: the Grantor shall provide programming on the channel to occupy seventy percent (70%) of the hours between 11 a.m. and 9 p.m. for any twelve (12) consecutive week period. A program may be repeated no more than three (3) times for any twelve (12) consecutive week period, unless authorized by written consent of Grantee. Time allocated to character-generated or similar programming shall be excluded from the determination of when such channel is in use and programmed.

9.6 **Grantee's Use.** In the event the programming levels set forth herein are not maintained or if the Grantor does not adequately use the channel, Grantee reserves the right to have the channel returned to the Grantee for the Grantee's use upon sixty (60) days prior written notice to the Grantor. The Grantor may exercise its right to again utilize said PEG channel by providing a sixty (60) day written notice to the Grantee that includes an explanation of the Grantor's plan to utilize the channel according to the conditions set forth herein. The Grantee may use the designated channel during those hours that the Grantor or other governmental, public or educational entity is not using the channel.

9.7 **Indemnification and Restrictions.** The Grantor shall indemnify, save and hold harmless the Grantee from and against any and all liability resulting from the Grantor's use of the aforementioned PEG channel whether Grantor operates the PEG channel from Grantor's facilities or a third party's facilities or from Grantee's facilities. Grantee shall not be responsible for operating and managing the PEG channel including approving any PEG programming and/or for obtaining releases from programmers for any PEG programming. The PEG Channel shall be non-commercial, not-for-profit, and non-competitive. The PEG Channel shall not be used for commercial purposes, such as leasing capacity, advertising, or any use whatsoever that may generate revenue (subject to the permissible uses as outlined in this subsection) for the Grantor or any other Person, or compete with current or future services provided by the Grantee, its designee or assignee. Notwithstanding the foregoing, Grantor and Grantee agree that the Grantor may receive and acknowledge financial support for the provision of PEG Programming for charitable, educational or governmental access purposes with up to a thirty (30) second video and/or audio acknowledgment window at the beginning and end of the sponsored program. The acknowledgement shall only contain the name, logo, address or general location, and an image of the building or property in lieu of a logo of each sponsor.

## **SECTION 10**

### **Franchise Fee**

10.1 **Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5 %) of the annual Gross Revenue. Grantee may credit against any such franchise fee payments any tax, fees (other than Franchise Fees) or assessment of any kind imposed by the Grantor or other governmental entity on a Cable Service provider or a Subscriber, or both, solely because of their status as such. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with Federal law.

10.2 **Payment of Fee.** Payment of the fee due the Grantor shall be calculated on an annual basis consistent with Federal law. Grantee agrees to pay Franchise Fees to the Grantor within forty-five (45) days of the close of each quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise. Grantor shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges. Grantee shall continue to make Franchise Fee payments under the terms of the former Franchise during the interim period.

10.3 **Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 **Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be six (6) years from the date on which payment by the Grantee was due. Upon thirty (30) days written notice to Grantee, the Grantor shall have the right to audit the books and records of Grantee to determine whether Grantee has paid the franchise fees owed. If there is a dispute as to whether a particular item of revenue is within the scope of the term Gross Revenues and Grantee withholds revenue records on the ground that the revenues are not subject to the franchise fee, Grantee agrees that it will provide a certified statement describing the nature of the revenues contained in the records withheld. Said audit shall be conducted no more often than annually, and the audit period shall not be any greater than the previous six (6) years. The audit shall not last longer than six (6) months. Any undisputed additional amounts due to the Grantor as a result of the audit shall be paid within sixty (60) days following written notice to Grantee by the Grantor, which notice shall include a copy of the audit findings.

## **SECTION 11**

### **Transfer of Franchise**

11.1 **Franchise Transfer.** The Franchise granted hereunder and Cable System shall not be assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Grantor, and such consent shall not be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request including an FCC form 394, consent by the Grantor shall be deemed given.

## **SECTION 12**

### **Records, Reports and Maps**

12.1 **Reports Required.** The Grantee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 **Records Required.**

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 **Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice to examine during normal business hours and on a nondisruptive basis any and all records that are legally permissible for release and that are reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that

constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and Federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person. The Grantor, its agents, employees, representatives or any other Person who has access to records provided by the Grantee shall sign Grantee's nondisclosure agreement prior to records review for any review of confidential information.

### **SECTION 13** **Enforcement or Revocation**

13.1 **Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, including federal customer service standards under Section 9.1, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 **Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 **Enforcement.** Subject to applicable Federal and State law, in the event the Grantor determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

13.4 **Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more

instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then revoke the Franchise. The Grantee shall be given at least thirty (30) days prior written notice of intent to revoke the Franchise.

- B. The decision of the City Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, neither the Grantee nor Grantor waives any of its rights under Federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

### **13.5 Alternate Dispute Resolution.**

As an alternate to the dispute provisions in 13.1 to 13.5 of this Section, the Parties may agree to immediately meet and confer in good faith in an attempt to resolve the dispute. In the event the dispute cannot be resolved within (90) days, or whatever longer period may be mutually acceptable, the parties may call for arbitration pursuant to RCW Chapter 7.04, *et. seq.* except as herein modified. If the parties agree to arbitration, such arbitration shall be before one disinterested arbitrator, if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the City, one by the Cable Operator, and one by the two thus chosen. If all arbitrators have not been appointed within three (3) business days after the parties agree to arbitration, then either Party may apply to the Chelan County Superior Court, upon not less than three (3) business days written notice to the other, for appointment of the necessary arbitrators remaining to be appointed, and the judicial appointment shall be binding and final. If arbitration is selected by the parties, the arbitrator or arbitrators shall resolve all matters of disagreement in accordance with the laws of the State of Washington as applied to the facts found by him/her or them, if applicable. The arbitrator or arbitrators shall resolve all disputes between the Parties and the decision of the arbitrator or arbitrators shall be final, conclusive and binding on the Parties. The Parties agree to share equally in the costs of arbitration and each Party shall be responsible for its own attorney's fees and costs.

## **SECTION 14** **Miscellaneous Provisions**

**14.1 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged

defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

14.2 **Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fine, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area.

14.3 **Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.4 **Equal Protection.** If any other wireline provider of Cable Services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or Federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to the mutual satisfaction of Grantor and Grantee to ensure that the obligations applicable to Grantee are no more burdensome than those imposed on any competing provider. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor and to take in its place the same franchise of a competing provider of Cable Services or video services authorized by the Grantor. Grantee may also choose to obtain a replacement franchise, license, consent, certificate or other authorization with any lawfully authorized state or federal governmental entity. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity if allowed at any time under state or federal law. At no time, however, shall Grantee be allowed to occupy or use the streets or public rights-of-way of the Grantor or be allowed to operate without a franchise or other lawful authorization.



**14.5 Notices.** Unless otherwise provided by Federal, State or Local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested or by nationally or internationally recognized courier service such as Federal Express. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means.

Notice served upon the Grantor shall be delivered or sent to:

City of Chelan  
Attn: City Clerk  
PO Box 1669  
Chelan, WA 98816  
(509) 682-8019

And every notice served upon Grantee shall be delivered or sent to:

LocalTel Communications  
341 Grant Road  
Wenatchee, WA 98802  
(509) 888-8888

**14.6 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

**14.6.1** Grantor shall provide written notice within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 14.6 above.

**14.7 Periodic Evaluation, Review**

- A. Upon at least sixty (60) days advance written notice to Grantee, the Grantor may require review sessions within thirty (30) days of the third and sixth anniversary dates of the effective date of this Franchise.
- B. The notice to Grantee shall include the specific topics to be addressed, the reasons for the topics to be addressed during a public forum, and the relevant subsections

of the Franchise that may pertain. Grantee shall not be required to release or discuss any information that may be proprietary or confidential, including Subscriber information in violation of Section 631 of the Cable Act. Release of any information by Grantee to Grantor, whether in writing or verbally communicated, is subject to Section 12.

14.8 **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.9 **Entire Agreement.** This Franchise sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the subject matter of this Franchise. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and are superseded hereby and thereby.

14.10 **Amendments.** This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein except for the lawful exercise of the City's police powers and with the exception of Section 10.5, subject to the foregoing, any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

14.11 **Governing Laws.**

- A. This Franchise shall be construed in a manner consistent with all applicable Federal and Washington State laws and Grantor's regulations under Grantor's police powers.
- B. In the event of a change in State or Federal law which by its terms would require the Grantor to amend this Agreement, the parties shall negotiate in good faith to modify the Franchise in a mutually agreed upon manner and subject to Section 14.8.
- C. Venue for appeal or other action shall lie in a tribunal with jurisdiction over the parties and the subject matter of this franchise.

14.12 **Cumulative Rights.** All rights and remedies given to the City by this franchise agreement shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City.

14.13 **Non - Waiver.** The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City to hereafter enforce the same.

14.14 **Binding Effect.** This franchise shall be binding upon the parties hereto, their permitted successors and assigns.

14.15 **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Agreement.

Considered and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024

City of Chelan, Washington

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

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2024, subject to applicable federal and State law.

Computer 5, Inc., d/b/a LocalTel  
Communications

By: \_\_\_\_\_  
John J. Seabeck, Vice President

## **DRAFT**

### **TENTATIVE ADVANCED AGENDA WORKSHEET For Planning Discussion Purposes Only as of May 23, 2024**

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

#### **June 4, 2024 Workshop**

1. Chelan County PUD Park Prioritization Discussion (Mayor)
2. Thought Exchange Demonstration (Farris)

#### **June 11, 2024 City Council**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll
  - b. Halme Builders Acceptance of Close Out for the Parks Maintenance Building (Horne)
3. Special Presentations
  - a. Wenatchee Valley Humane Society Presentation (Farris/Sgt. Stutzman)
4. Public Hearings
  - a. Six Year Transportation Program (STIP)
5. Motion Considerations
  - a. Jim Burbery Consulting Services Agreement (Youngren)
  - b. Local Government Grant Award Acceptance (Gallucci)
  - c. Ordinance No. 2024-1624 Computer 5, Inc. dba LocalTel Communications Cable Television Franchise Agreement (Batjer)
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. Resolution No. 2024-14XX Six Year Transportation Program (STIP)
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 – NO WORKSHOP**

**July 09, 2024 City Council**

1. Minutes
2. Consent Agenda
  - a. Checks and Payroll
3. Special Presentations
  - a. Parks and Recreation Professional Day Proclamation – July 19, 2024
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

#### **July 23, 2024 TBD Meeting**

- 1. Minutes
  - a. April 23, 2024
  - b. May 14, 2024 – Special Meeting
- 2.

#### **August 6, 2024 Workshop**

- 1. FCS Group Water and Sewer Rate and Fee Study Update (Youngren)

#### **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. 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)

#### **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 (Horne)

### **Upcoming Dates:**

1. 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.
  - b. May – TBD Committee Appointment

## Liaison Committee Report

**Name of Meeting: \***

Chamber of Commerce Board

**Date of Meeting: \***

2024-05-21

**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.

- Financial report review
- Discussion around water quality and options moving forward
- Reviewed upcoming calendar of events and logistics

**Upload applicable meeting documents here if available:**

Max upload is 25MB per file

**Submitted By**

**Signature \***

*Terry Sanders*

**Signature Date \***

2024-05-22



# Liaison Committee Report

Name of Meeting: \*

City of Chelan Planning Commission

Date of Meeting: \*

2024-05-15

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.  
Minutes approved

Six year Transportation Improvement Program presented by Jake Youngren (Public Works Director)

Ag-Tourism Code was discussed and public also gave comments

Upload applicable meeting documents here if available:

Max upload is 25MB per file

image.jpg

3.8MB

image.jpg

3.59MB

Submitted By

Signature \*

Brad Chitty

Signature Date \*

2024-05-22





**CITY OF CHELAN**  
**Planning Commission Meeting - April 17, 2024**

**PLANNING COMMISSIONERS & PERSONNEL PRESENT**

**Commissioners**

Joe Collins  
Vicki Heimark  
Gary Myers  
Ryan Peterson  
Gaylen Willett - Excused

**Staff Present:**

Community Development Director - John Ajax  
Assistant Planner - Linda Jo Williams  
Councilmember(s) - Brad Chitty, Bob Goedde,  
Tim Hollingsworth

1. CALL TO ORDER

2. AGENDA CHANGES

3. MINUTES

**March 20, 2024 Minutes of the Planning Commission Meeting**

A. March 20, 2024 Minutes of the Planning Commission Meeting

**Motion to approve the Minutes**

Moved by Commissioner Myers, seconded by Commissioner Heimark.

***Motion passed unanimously.***

4. SPECIAL PRESENTATIONS

A. Parks & Recreation Open Space (PROS) Plan Update

Parks Director, Paul Horne, presented an overview of the PROS Plan on the main elements of the strategic plan for the next 6 year Capital Improvement Plan (CIP) to the Planning Commission.

5. INFORMATIONAL ITEMS (DISCUSSION ONLY)

A. Zoning Code Amendment Workshop - Ag Tourism Code

Staff presented DRAFT code revisions to the Chelan Municipal Code Chapters 17.10.040 - Definitions, Chapter 17.46 - Special Use District, and Chapter 17.47 - Agricultural Tourism.

6. PLANNING COMMISSIONER COMMENTS

7. CITIZEN COMMENTS



May 15, 2024  
6:00 p.m.

**CITY OF CHELAN  
PLANNING COMMISSION  
AGENDA**

Chelan City Hall  
Council Chambers

1. CALL TO ORDER
2. AGENDA CHANGES
3. MINUTES
  - A. Approve April 17, 2024 Minutes of the Planning Commission Meeting 2 - 3  
Planning Commission - 17 Apr 2024 - Minutes - Pdf
4. SPECIAL PRESENTATIONS
  - A. City of Chelan - Six Year Transportation Improvement Program 4 - 5  
City of Chelan - Six Year Transportation Improvement Program - AB AB - Pdf  
*Suggested Motion: None*
5. INFORMATIONAL ITEMS (DISCUSSION ONLY)
  - A. Zoning Code Amendment Workshop - Ag Tourism Code 6  
Zoning Code Amendment Workshop - Ag Tourism Code - AB AB - Pdf  
*Suggested Motion: None*
6. PLANNING COMMISSIONER COMMENTS
7. CITIZEN COMMENTS
8. ADJOURNMENT

**Mission Statement**

**Provide exceptional customer service to the citizens of the City of Chelan relating to land use planning, building construction, and fire & life safety issues, by providing the technical and professional assistance to meet the needs of the citizens and the development community.**



**LAKE CHELAN AIRPORT BOARD**  
**AGENDA**  
**May 28, 2024**

1. CALL TO ORDER
2. AGENDA CHANGES
3. MINUTES
  - A. Approve May 14, 2024 Minutes of the Airport Board Meeting (Secretary Gallucci) 2 - 3  
[May 14, 2024 Minutes](#)  
*Suggested Motion: I move to approve the Minutes.*
4. CONSENT AGENDA
  - A. Approve May 28, 2024 Accounts Payable Checks and EFT's & Payroll Checks and EFT's (Boardmember Dietrich)  
*Suggested Motion: I move to approve the Consent Agenda.*
5. PUBLIC HEARINGS
  - A. None
6. MOTION CONSIDERATIONS
  - A. None
7. ADMINISTRATIVE REPORTS
  - A. None
8. AIRPORT MANAGER COMMENTS
9. MOTION TO ADJOURN
  - A. Final Comments/Motion to Adjourn (President McCardle)  
*Suggested Motion: I move to adjourn.*
10. ADJOURNMENT

## Airport Board Meeting - May 14, 2024

### **BOARDMEMBERS AND ADMINISTRATIVE PERSONNEL PRESENT**

**President:**

Erin McCardle

**Boardmembers:**

Brad Chitty

Shari Dietrich

Mark Ericks

Bob Goedde

Jon Higgins

Tim Hollingsworth

Terry Sanders

**Staff Present:**

Attorney Quentin Batjer

Manager Wade Farris

Secretary Peri Gallucci

Treasurer Jackie Tupling

1. CALL TO ORDER

A. The meeting was called to order at 6:50 p.m.

2. AGENDA CHANGES

A. None.

3. MINUTES

A. April 23, 2024 Minutes of the Airport Board Meeting

**Motion to approve the Minutes.**

Moved by Boardmember Hollingsworth, seconded by Boardmember Ericks.

***Motion passed unanimously.***

4. CONSENT AGENDA

A. May 14, 2024 Accounts Payable Check Nos. 41063 - 41069 & EFT's totaling \$3,309.89 and Payroll Check No. 30318 and EFT's: AWC: Dental/Life/Medical & Vision, FIT/FICA, Payroll Direct Debit totaling \$6,927.21

**Motion to approve the Consent Agenda.**

Moved by Boardmember Dietrich, seconded by Boardmember Higgins.

***Motion passed unanimously.***

5. PUBLIC HEARINGS

A. None.

6. MOTION CONSIDERATIONS

A. None.

7. ADMINISTRATIVE REPORTS

A. None.

8. AIRPORT MANAGER COMMENTS

A. Stated the City has been scrambling to pull tasks together with the passing of Airport Operations Manager Slater.

Stated JUB Engineers, Inc. will be meeting with property owners on Monday, May 20, 2024 in effort to move forward with the Airport Improvement Project.

9. MOTION TO ADJOURN

A. Final Comments/Motion to Adjourn

**Motion to adjourn.**

Moved by Boardmember Hollingsworth, seconded by Boardmember Ericks.

***Motion passed unanimously.***

10. ADJOURNMENT

The meeting was adjourned at 6:54  
p.m.

Date Approved:

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Peri Gallucci  
Airport Board Secretary

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Erin McCardle  
Airport Board President