

**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 July 9, 2024 Minutes of the Regular City Council Meeting 4 - 8
(Deputy City Clerk Couch)
[July 9, 2024 Minutes](#)
 - B. Approve July 23, 2024 Minutes of the Regular City Council Meeting 9 - 12
(City Clerk Gallucci)
[July 23, 2024 Minutes](#)
 - C. Approve August 6, 2024 Minutes of the City Council Workshop (Deputy City Clerk Couch) 13 - 14
[August 6, 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 August 13, 2024 Accounts Payable Checks and EFT's & Payroll Checks and EFT's (Councilmember Dietrich)
 - B. Excuse Councilmember Dietrich from the July 23, 2024 Regular City Council Meeting (Mayor McCardle)
 - C. Excuse Councilmember Ericks from the July 23, 2024 Regular City Council Meeting (Mayor McCardle)
 - D. 2025 Budget Calendar Acceptance (Finance Director Tupling) 15 - 20
[Agenda Bill No. 2024-039](#)
 - E. Washington State Department of Ecology Cost Reimbursement Agreement Amendment No. 1 for the Processing of Surface Water Application No. S4-32847 (Public Works Director Youngren) 21 - 23
[Agenda Bill No. 2021-034B](#)
Suggested Motion: I move to approve the Consent Agenda.
6. SPECIAL PRESENTATIONS
 - A. Chelan County Sheriff's Office Update (Sheriff Morrison / City Administrator Farris)
7. ADMINISTRATIVE REPORTS
 - A. Chelan County Sheriff's Office Marine Patrol Vessel Funding Request 24 - 41
(City Administrator Farris)
[Agenda Bill No. 2011-045U](#)
Suggested Motion: None.
 - B. Americans with Disabilities Act (ADA) Transition Plan Update (Public 42 - 43

Works Director Youngren)

[Agenda Bill No. 2023-009A](#)

Suggested Motion: None.

- C. Chelan Valley Housing Trust (CVHT) Memorandum of Understanding for the Anderson Road Sewer Infrastructure Project (Public Works Director Youngren) 44 - 48

[Agenda Bill No. 2021-029E](#)

Suggested Motion: None.

8. PUBLIC HEARINGS

- A. None

9. MOTION CONSIDERATIONS

- A. RH2 Engineering, Inc. Task Authorization No. 15-2024 for the Design of the Washington Street Booster Pump Station (Public Works Director Youngren) 49 - 57

[Agenda Bill No. 2024-038](#)

Suggested Motion: I move to authorize the Mayor to finalize and execute the RH2 Engineering, Inc. Task Authorization No. 15-2024 for the Design of the Washington Street Booster Pump Station.

- B. Rudnick and Sons, LLC., Change Order No. 1 for the Bradley Street and Johnson Avenue Intersection Improvements Project (Public Works Director Youngren) 58 - 62

[Agenda Bill No. 2024-034A](#)

Suggested Motion: I move to authorize the Mayor to finalize and execute the Rudnick and Sons, LLC., Change Order No. 1 for the Bradley Street and Johnson Avenue Intersection Improvements Project.

- C. RH2 Engineering, Inc. Task Authorization No. 22-2023 Amendment No. 1 for Additional SCADA Programming Services (Public Works Director Youngren) 63 - 68

[Agenda Bill No. 2022-019G](#)

Suggested Motion: I move to authorize the Mayor to finalize and execute RH2 Engineering, Inc. Task Authorization No. 22-2023 Amendment No. 1 for Additional SCADA Programming Services.

- D. InScope Capital Improvement Program Subscription Services Agreement for Planning & Management Software (Public Works Director Youngren) 69 - 86

[Agenda Bill No. 2024-037](#)

Suggested Motion: I move to authorize the Mayor to finalize and execute the InScope Capital Improvement Program Subscription Services Agreement for Planning & Management Software.

10. INFORMATIONAL ITEMS

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

- A. Tentative Advanced Agenda (City Administrator Farris) 87 - 90

[Tentative Advanced Agenda](#)

- B. Council Committee Reports 91

[Lake Chelan School District - July 22, 2024 \(Councilmembers Higgins\)](#)

11. CITY ADMINISTRATOR/DEPARTMENT REPORTS

12. MAYOR AND COUNCIL COMMENTS
13. RECESS - AIRPORT BOARD MEETING
 - A. [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

"Be kinder to yourself, and then let your kindness flood the world." – Pema Chodron

Vision Statement

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

The next meeting will be a City Council Regular Meeting on August 27, 2024, beginning at 6:00 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 - July 9, 2024

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Mayor:

Erin McCardle

Councilmembers:

Brad Chitty

Mark Ericks

Bob Goedde

Jon Higgins

Tim Hollingsworth

Terry Sanders

Staff Present:

City Attorney Quentin Batjer

City Engineer Travis Denham

Deputy City Clerk Cailey Couch

HR/Communication Director Coltman

Parks & Recreation Director Paul Horne

Public Works Director Jake Youngren

Absent:

Shari Dietrich

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. Margie Lynch, Chelan resident, expressed her concern about the high volume of vehicles parking on Butte Road and Millard Street.

B. Linda Sydloski, Chelan resident, expressed her concern regarding the parking signs near Morgan Owings Elementary School as well as the care of East Gibson Ave and Bradley intersection.

C. Jen Roth, Chelan resident, expressed her concern about the high volume of vehicles parking on Butte Road and the need to control the use of City Parks.

D. John Peehl, Chelan resident, expressed his concern of the fire hazard it is having all the cars parked on the Butte Road.

E. John Olson, Chelan resident, expressed his concern regarding the illegal burning in a residential neighborhood.

F. Marty Tromburg, Chelan resident, expressed his concern about the high volume of vehicles parking on Butte Road and Millard Street.

G. Vicki Martz, Chelan resident, expressed her concern about the high volume of vehicles parking on Butte Road and Millard Street. She also stated Chelan residences

already have a hard time keeping home insurance due to the fire risk.

- H. Kasmira Elliott, Chelan Falls resident, expressed her concern regarding the resources Chelan has when it comes to fire safety prevention.

4. MINUTES

- A. June 11, 2024 Minutes of the Regular City Council Meeting
- B. June 25, 2024 Minutes of the Regular City Council Meeting

Motion to approve the Minutes.

Moved by Councilmember Higgins, seconded by Councilmember Hollingsworth.

Motion passed unanimously.

5. CONSENT AGENDA

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

- A. July 9, 2024 Claims Check Nos. 209236 - 209312 totaling \$464,116.28 and Payroll Check Nos. 102736 - 102754 & 102756 - 102761 and Direct Deposit & EFT's totaling \$588,460.12, Void Check No. 102735 & 102755 Printer Error.
- B. Computer 5, Inc. dba LocalTel Communications Request of Assignment to Ziply Fiber Northwest, LLC

Motion to approve the Consent Agenda.

Moved by Councilmember Goedde, seconded by Councilmember Hollingsworth.

Motion passed unanimously.

6. SPECIAL PRESENTATIONS

- A. Parks and Recreation Professional Day Proclamation
Mayor McCardle proclaimed July 19, 2024 as Parks and Recreation Professional Day.

7. PUBLIC HEARINGS

- A. None.

8. MOTION CONSIDERATIONS

- A. Rudnick and Sons, LLC., Bid Award & Contractor Agreement for the Bradley Street and Johnson Avenue Intersection Improvements

On Tuesday, July 2, 2024, the City received three proposals for the Bradley Street and Johnson Avenue Intersection Improvements project. The engineers estimate for the project was \$102,000. RH2 Engineering, Inc. reviewed the bidding documents and a bid bond in the amount of five (5) percent was acknowledged and all documentation was found to be in compliance with the bidding requirements. Based on the above information RH2 Engineering, Inc. recommends awarding the bid to Rudnick and Sons, LLC. as the lowest responsive and responsible bidder with their proposal totaling \$110,505.00.

Motion to authorize the Mayor to finalize and execute the Rudnick and Sons, LLC., Bid Award & Contractor Agreement for the Bradley Street and Johnson Avenue Intersection Improvements.

Moved by Councilmember Hollingsworth, seconded by Councilmember Sanders.

Motion passed unanimously.

B. Erlandsen, Inc. General Services Agreement for On-Call Survey Services

In April of 2024 the City of Chelan competitively solicited for on-call surveying services through a Request for Qualifications process (RFQ). In response to the RFQ, the City received one Statement of Qualifications (SOQ) from Erlandsen, Inc. City staff reviewed the SOQ and selected Erlandsen as the desired firm to provide on-call surveying services.

Motion to authorize the Mayor to finalize and execute the Erlandsen, Inc. General Services Agreement for On-Call Survey Services.

Moved by Councilmember Hollingsworth, seconded by Councilmember Higgins.

Motion passed unanimously.

C. Erlandsen, Inc. Task Order No. 1 - 2024 for Right of Way Dedication, Utility Easement No. 1, and Utility Easement No. 2 for the Anderson Road Project

The City of Chelan has been working to obtain utility easements across property owned by Chelan Fruit. Additionally, these easements would provide utility access to future development on Anderson Road. City staff has requested Erlandsen, Inc. to provide a Scope and Fee under the General Services Agreement.

Motion to authorize the Mayor to finalize and execute the Erlandsen, Inc. Task Order No. 1 - 2024 for Right of Way Dedication, Utility Easement No. 1, and Utility Easement No. 2 for the Anderson Road Project.

Moved by Councilmember Hollingsworth, seconded by Councilmember Ericks.

Motion passed unanimously.

9. ADMINISTRATIVE REPORTS

A. Parks and Recreation Assistant Director Position

Parks and Recreation Director Horne presented the possibility of having a Parks and Recreation Assistant Director to manage the Capital Improvement Projects and serve as a stand-in for the Parks and Recreation Director. This new position will be taking the place of the Recreation & Facilities Assistant Supervisor position.

10. INFORMATIONAL ITEMS

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

A. Tentative Advanced Agenda (City Administrator Farris)

11. CITY ADMINISTRATOR/DEPARTMENT REPORTS

A. City Attorney Batjer

- None.

B. Deputy City Clerk Couch

- None.

C. HR/Communications Director Coltman

- None.

D. Parks and Recreation Director Horne

- Stated the Parks and Recreation Department survived the Forth of July holiday

weekend.

- E. Public Works Director Youngren
- None

12. MAYOR AND COUNCIL COMMENTS

A. Mayor McCardle

- Provided a recap of the events that happened over the weekend including the fire at Vin Du Lac and the Chelan Butte. She acknowledged all resources were stretched thin in the valley.
- Reminded Councilmembers to fill out their Committee Liaison Reports.

B. Councilmember Chitty

- Thanked firefighters and emergency responders for keeping the Chelan valley safe.
- Stated he appreciated the turnout of public comments and looked forward to finding a solution for the busy weekends ahead.

C. Councilmember Ericks

- Thanked City employees and emergency responders for their hard work over the busy weekend.
- Stated the City must figure out a way to keep fireworks out of the valley.

D. Councilmember Goedde

- Stated this has been the busiest week he has seen since the 1990's.
- Stated the traffic was backed up and will only get worse if the casino builds a hotel.
- Stated the City must figure out a way to keep fireworks out of the valley.

E. Councilmember Higgins

- Thanked firefighters and emergency responders for keeping the Chelan valley safe.
- Stated he appreciated the turnout of public comments and looked forward to finding a solution for the busy weekends ahead.
- Acknowledged Parks and Recreation Director Horne, stating the Park Street Park is looking good.

F. Councilmember Hollingsworth

- Reflected on the busy holiday weekend.
- Stated the parking issue is an ongoing problem. He thinks it is time to revisit some of the rules that were in place at the City parks during 2020.

G. Councilmember Sanders

- Thanked firefighters and emergency responders for keeping the Chelan valley safe.
- Stated he appreciated the turnout of public comments and looked forward to finding a solution for busy weekends.

13. RECESS - AIRPORT BOARD MEETING

- A. The City Council meeting recessed at 7:00 p.m. to allow the Mayor and Councilmembers to participate in the Airport Board meeting. The Council meeting reconvened at time 7:01 p.m. following the adjournment of the Airport Board meeting.

14. EXECUTIVE SESSION

A. None.

15. MOTION TO ADJOURN

A. Final Comments/Motion to Adjourn

Motion to adjourn.

Moved by Councilmember Hollingsworth, seconded by Councilmember Chitty.

Motion passed unanimously.

16. ADJOURNMENT

The meeting was adjourned at 7:01 p.m.

Date Approved:

Cailey Couch
Deputy City Clerk

Erin McCardle
Mayor



CITY OF CHELAN
City Council Meeting - July 23, 2024

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Mayor:

Erin McCardle

Councilmembers:

Brad Chitty

Shari Dietrich (Absent/Excused)

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

City Engineer Travis Denham

Community Development Director John Ajax

Finance Director Jackie Tupling

HR/Communication Director Coltman

Parks & Recreation Director Paul Horne

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. None.

4. MINUTES

A. None.

5. CONSENT AGENDA

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

A. July 23, 2024 Accounts Payable Checks No. 209315 - 209387 and EFT's totaling \$882,169.91, Merchant Fee EFT's May/June 2024 totaling \$38,948.74, & Payroll Checks No. 102775 - 102787, Direct Deposits, and EFT's totaling \$284,476.15, Void Check No. 102762 & 102774 Printer Error.

B. Excuse Councilmember Dietrich from the July 9, 2024 Regular City Council Meeting

C. Huber Technology, Inc. Change Order No. 1 for the Dewatering Screw Press

D. Pipe of Washington (POW) Contracting Change Order No. 2 for the Darnell's Pump Station Improvements Project

E. Assistant Parks Director/Capital Project Manager Position Description

Motion to approve the Consent Agenda.

Moved by Councilmember Goedde, seconded by Councilmember Hollingsworth.

Motion passed unanimously.

6. SPECIAL PRESENTATIONS

A. None.

7. PUBLIC HEARINGS

A. None.

8. MOTION CONSIDERATIONS

A. Culton Consulting LLC Consulting Services Agreement for Congressional Lobbyist Support

City Administrator Farris stated the City has been working with John Culton under a previously signed Consulting Services agreement with Desimone Consulting, LLC for Congressional Lobbyist Support. Mr. Culton has now established his own firm, Culton Consulting, LLC. This new agreement with Culton Consulting, LLC maintains the same terms and conditions as the previous one with Desimone Consulting, LLC.

Motion to authorize the Mayor to finalize and execute the Culton Consulting LLC Consulting Services Agreement for Congressional Lobbyist Support.

Moved by Councilmember Hollingsworth, seconded by Councilmember Sanders.

Motion passed unanimously.

9. ADMINISTRATIVE REPORTS

A. Jim Burberry Consulting Services Agreement

City Engineer Denham presented the proposed consulting services agreement, to assist with the new Wastewater Treatment Plant Operator. This agreement has a monthly retainer of \$500.00 plus a \$75.00 hourly rate.

B. American Rescue Plan Act (ARPA) Funding Obligation

City Administrator Farris shared a presentation with Council covering the obligations of ARPA funding.

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

- Stated the City will utilize Prothman again for advertisement of the Community Development Director position.
- Shared the smoke has not affected the Lakeshore RV park or Lake Chelan Municipal Golf Course.

- B. City Attorney Batjer
 - None.
- C. City Clerk Gallucci
 - None.
- D. City Engineer Denham
 - None.
- E. Community Development Director Ajax
 - None.
- F. Finance Director Tupling
 - None.
- G. HR/Communications Director Coltman
 - Stated he will begin advertisement of the new Assistant Parks Director/Capital Project Manager Position tomorrow.
 - Encouraged everyone to check out the City's website for current job opening. The City is still searching for a Lake Chelan Airport Operations Manager, Community Development Director and a handful of seasonal jobs.
- H. Parks & Recreation Director Horne
 - None.

12. MAYOR AND COUNCIL COMMENTS

- A. Mayor McCardle
 - Thanked Councilmembers for submitting their monthly Liaison Committee Reports.
 - Provided a recap of the Our Valley Our Future - Farmers Listening Session.
 - Stated the Washington State Transportation Council will be hosting a meeting at City Hall on July 24-25, 2024, to conduct state-level business and tour the Lake Chelan Valley.
- B. Councilmember Chitty
 - None.
- C. Councilmember Goedde
 - Provided a recap of the Republican Candidate Forum meeting held by the Chelan Valley Republican Women earlier this month.
- D. Councilmember Higgins
 - None.
- E. Councilmember Hollingsworth
 - None.
- F. Councilmember Sanders
 - Encouraged everyone to vote in the Primary Election, with both local and state level candidates.

13. RECESS - AIRPORT BOARD MEETING

- A. The City Council meeting recessed at 6:29 p.m. to allow the Mayor and Councilmembers to participate in the Airport Board meeting. The Council meeting reconvened at time 6:31 p.m. following the adjournment of the Airport Board Meeting.

14. RECESS - TRANSPORTATION BENEFIT DISTRICT BOARD MEETING

- A. The City Council meeting recessed at 6:31 p.m. to allow the Mayor and Councilmembers to participate in the Transportation Benefit District Board meeting. The Council meeting reconvened at time 6:48 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 Sanders.

Motion passed unanimously.

17. ADJOURNMENT

The meeting was adjourned at 6:48 p.m.

Date Approved:

Peri Gallucci
City Clerk/Public Records Officer

Erin McCardle
Mayor



CITY OF CHELAN
City Council Workshop Meeting - August 6,
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 Clerk Peri Gallucci
City Engineer Travis Denham
Community Development Director John Ajax
Deputy City Clerk Cailey Couch
Finance Director Jackie Tupling
HR/Communications Director Chad Coltman
Public Works Director Jake Youngren

1. CALL TO ORDER AND ROLL CALL

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

2. AGENDA CHANGES

A. None.

3. WORKSHOP TOPICS

A. Recycle Center Update

Public Works Director Youngren provided a brief overview of the events that occurred the day of the fire. He mentioned that the insurance company has classified the claim as an 'emergency', which will expedite the design and rebuilding process. Meanwhile, the City will keep collecting commercial and residential recyclables.

B. FCS Group Water and Sewer Rate Fee Study Update

Brooke Tacia, Project Manager, outlined the three steps needed to update the Water and Sewer rate fees, which included: Revenue Requirements, Cost of Service, and Design Rates.

C. Lakeside Trail Discussion

1. Washington State Department of Transportation Speed Limit Revision

- David Kieninger, WSDOT Traffic Engineer, discussed the recommended speed limit revision to 25 mph on a portion of Highway 97A. He also mentioned WSDOT is recommending a speed limit revision on Highway 150 past the round-a-bout on north shore.

2. Proposed Bus Stop Locations

- Council discussed Link Transit's proposal to install two inline bus stops along Highway 97A, as opposed to a shoulder bus stop, for these on-demand stops.

3. Landscaping Options in the Buffer Zone

- Council reviewed samples of a high, medium, and low-density landscaping for the buffer zone along the trail. This barrier is designed to enhance safety and create separation between pedestrians and cyclists using the trail and vehicles.

D. ClearGov Tutorial

Finance Director Tupling provided a brief tutorial on the new public-facing budgeting software.

4. MOTION TO ADJOURN

A. Final Comments / Motion to Adjourn

Motion to adjourn the meeting.

Moved by Councilmember Hollingsworth, seconded by Councilmember Higgins.

Motion passed unanimously.

5. ADJOURNMENT

The meeting was adjourned at 6:04 p.m.

Date Approved:

Cailey Couch
Deputy City Clerk

Erin McCardle
Mayor



CITY OF CHELAN

CITY COUNCIL

13 Aug 2024

Subject/Title: 2025 Budget Calendar Acceptance
Department: Finance
Staff Contact: Jackie Tupling
Reviewed By: City Administrator
Finance Director

GOVERNING LEGISLATION

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

PREVIOUS COUNCIL ACTION TAKEN

None.

OVERVIEW

Each year Finance staff prepares a proposed budget calendar, which includes dates for required public hearings and Council workshops to review the proposed operations & maintenance and capital budgets. The proposed calendar is constructed to meet all legal deadlines for hearings and adoption of the 2025 budget.

FINANCIAL IMPLICATIONS

None.

ATTACHMENTS

1. 2025 Budget Calendar

SUGGESTED MOTION

Suggested Motion: I move to accept the 2025 Budget Calendar, as presented.



September 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 Budget Workshop	4	5	6	7
8	9	10 Regular Council Meeting	11	12	13	14
15	16	17	18	19	20	21
22	23	24 Regular Council Meeting	25	26	27	28
29	30	1	2	3	4	5

October 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	1 Budget Workshop	2	3	4	5
6	7	8 Regular Council Meeting	9	10 Tentative - Special Meeting Budget Workshop	11	12
13	14	15 Special Meeting - Budget Workshop - Community Agency Funding Request Presentations	16	17	18	19
20	21	22 Regular Council Meeting	23	24	25	26
27	28	29	30	31	1	2



November 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29	30	31	1	2
3	4	5	6 Budget Workshop	7	8	9
10	11	12 Regular Council Meeting Tax Levy Public Hearing	13	14 Tentative - Special Meeting Budget Workshop	15	16
17	18	19	20	21	22	23
24	25	26 Regular Council Meeting Tex Levy Ord. PH- Proposed Budget Council / Airport	27	28	29	30



December 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 Budget Workshop	4	5	6	7
8	9	10 Regular Council Meeting Budget Adoption - Council / Airport	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4



CITY OF CHELAN

CITY COUNCIL

13 Aug 2024

Subject/Title: Washington State Department of Ecology Cost Reimbursement Agreement Amendment No. 1 for the Processing of Surface Water Application No. S4-32847

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 May 25, 2021 Council approved the Cost-Reimbursement Agreement with the State of Washington Department of Ecology relating to the processing of the City's Surface Water Right Application No. S4-32554. On October 24, 2023 Council approved the Cost-Reimbursement Agreement with the State of Washington Department of Ecology relating to the processing of the City's Surface Water Right Application No. S4-32847.

OVERVIEW

The City is currently under contract with the Washington State Department of Ecology under a Coordinated Cost Reimbursement Agreement that facilitates the review and processing of Surface Water Application No. S4-32847. The attached Amendment No. 1 extends the end date of this agreement from September 30, 2024 to June 30, 2025. All other terms and conditions of the original agreement and any amendments remain in full force and effect. Refer to the attached Amendment No. 1 for details.

FINANCIAL IMPLICATIONS

None.

ATTACHMENTS

1. Washington State Department of Ecology Cost Reimbursement Agreement Amendment No. 1 for the Processing of Surface Water Application No. S4-32847

SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the Washington State Department of Ecology Cost Reimbursement Agreement Amendment No. 1 for the Processing of Surface Water Application No. S4-32847.



Cost-Reimbursement Agreement (CRA)

Between

State of Washington Department of Ecology

and

City of Chelan

Project Title: Lake Chelan Coordinated Cost Reimbursement

**CRA Project No. 9UB0
Amendment 1**

**PART A
SPECIAL TERMS AND CONDITIONS AND SCOPE OF WORK**

Contract Expiration Date: 6/30/2025

The purpose of this amendment is to extend the end date for the cost reimbursement agreement from 9/30/2024 to 6/30/2025. All other terms and conditions of the original agreement and any amendments remain in full force and effect. There is no budget change.

The parties sign this amendment.

	Applicant Authorized Official:		Ecology Authorized Official:
Name	Erin McCardle	Name	Ria Berns
Signature		Signature	
Date		Date	
Address	50 Chelan Falls Highway Chelan, WA 98816-1669	Address	PO Box 47600 Olympia, WA 98504-7600
Telephone	(509) 670-8030	Telephone	(425) 495-3917
Fax		Fax	(206) 366-7810
E-mail	jyoungren@cityofchelan.us	E-mail	Ria.berns@ecy.wa.gov



CITY OF CHELAN

CITY COUNCIL

13 Aug 2024

Subject/Title: Chelan County Sheriff's Office Marine Patrol Vessel
Funding Request

Department: Administration

Staff Contact: Wade Farris

Reviewed By: City Administrator
Finance Director

GOVERNING LEGISLATION

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

PREVIOUS COUNCIL ACTION TAKEN

The 2018-2021 Chelan County Sheriff's Office Law Enforcement Agreement was approved on September 12, 2017. An addendum providing for a school resource officer was approved on August 28, 2018, and another addendum providing for increased patrol during Winterfest was approved on January 14, 2020. Council approved the 2022-2025 Chelan County Sheriff's Office (CCSO) Law Enforcement Agreement on August 24, 2021, but it was discovered by CCSO the following day that the figures presented to City Council were inaccurate. This was due to the CCSO office staff error that calculated the amount based on only 4 officers, not the 6 we contract for. In addition, this revised contract adds .33 Officer for a School Resource Officer that has been in a separate contract. On September 14, 2023 Council approved the revised 2022-2025 Chelan County Sheriff's Office Law Enforcement Services Agreement and the 2022-2025 lease rate for the Sheriff's Department space in City Hall. Sergeant Huddleston presented the funding request during the March 12, 2024 City Council Meeting.

OVERVIEW

Marine 2 was built for Chelan County Sheriff's Office in 1999 by Safe Boats International. It is the 4th boat off the assembly line. Marine 2 has been used as CCSO's main patrol boat for the last 25 years. During the summers, it has been

moored at the City of Chelan Marina its entire life. I would estimate the boat has spent over 75% of its patrol time within the City of Chelan, as that is where the majority of the traffic is.

After 25 years of service, it is starting to show its age. The hull of the boat is extremely solid but the electronics, steering, and other components are starting to need attention.

Deputy Churchill reported to Sgt. Huddleston that out of 585 vessel inspections/warnings, 82% were from people outside Chelan Valley. Lake Chelan also has the largest concentration of rental vessels in the State.

FINANCIAL IMPLICATIONS

This is unbudgeted. If it is approved for 2024, a budget amendment would be required. If approved for 2025 we would add it to agency funding requests. I recommend using 2/3% funds as the majority of inspections/warnings are for people outside Chelan Valley.

ATTACHMENTS

1. Lake Chelan Full Vessel Refurbishment Quote
2. Chelan County Law Enforcement Service Agreement 2022-2025

SUGGESTED MOTION

Suggested Motion: None.



Lake Chelan ROM / Estimate



Base Boat Products

Item	Product Code / part #	Category	Description	Price	QTY	UOM	Extended Price
1	LGHT0636	Standard Product	LED Deck lights	\$ 18.86	4	ea	\$ 75.43
2	LGHT0889	Standard Product	LED Search lights	\$ 1,746.60	1	ea	\$ 1,746.60
3	LGHT0729	Standard Product	Light Bar Whelen Mini Liberty II LED Blue	\$ 1,193.64	1	ea	\$ 1,193.64
4	LGHT0808	Standard Product	LED Flood lights	\$ 178.47	4	ea	\$ 713.89
5	ELTR3621	Standard Product	GPSMAP 8610xsv, 10" Chart plotter/Sonar	\$ 2,861.59	1	ea	\$ 2,861.59
6	ELTR3406	Standard Product	Garmin VHF 215 Marine Radio	\$ 371.00	1	ea	\$ 371.00
7	ELTR1460	Standard Product	GMR™ 18 HD+ Radom By Garmin	\$ 2,043.99	1	ea	\$ 2,043.99
8	ELTR3408	Standard Product	Transducer Garmin GT51M-TM	\$ 599.75	1	ea	\$ 599.75
9	115519-02	Standard Product	Motor guard	\$ 900.00	1	ea	\$ 900.00
10	116774-01	Standard Product	8-6 OUTBOARD GUARD, MOUNTING BRACKETS	\$ 143.86	1	ea	\$ 143.86
11	124331-01	Standard Product	Outboard, Yamaha, 200HP, 25", Standard Rot, DEC Control Fly by Wire	\$21,886.20	1	ea	\$ 21,886.20
12	124237-01	Standard Product	Outboard, Yamaha, 200HP, 25", Counter Rot, DEC Control Fly by Wire	\$22,761.00	1	ea	\$ 22,761.00
13	PROP0277	Standard Product	Prop, 19P 15-1/4 Saltwater Series II w/SDS LH	\$ 888.30	1	ea	\$ 888.30
14	PROP0274	Standard Product	Prop, 19P 15-1/4 Saltwater Series II w/SDS RH	\$ 888.30	1	ea	\$ 888.30
15	YER2-DES-150-450	Standard Product	Yamaha Dual Engine Rigging, 150-450HP w/Integrated Digital Electric	\$ 6,929.44	1	ea	\$ 6,929.44
16	POWR0395	Standard Product	Battery Switch, Dual Circuit, Red	\$ 25.94	3	ea	\$ 77.83
17	POWR0303	Standard Product	Battery, Deep Cycle, 34-DM	\$ 291.93	1	ea	\$ 291.93
18	CBHW0236	Standard Product	Battery Tray & Hold-Down, Group 24 & 34, ABYC Compliant	\$ 12.29	1	ea	\$ 12.29
19	POWR0986	Standard Product	Panel, Breaker, 8-Pos, 12-Volt, Waterproof	\$ 159.85	1	ea	\$ 159.85
20	POWR0442	Standard Product	Fuse Block, 12-Circuit, w/Cover, Neg-Bus	\$ 34.45	1	ea	\$ 34.45
21	POWR4200	Standard Product	Panel, 8-Pos, DC	\$ 211.44	1	ea	\$ 211.44
22	POWR0314	Standard Product	Breaker, 100-Amp, Panel Mount, 285 Series	\$ 35.94	1	ea	\$ 35.94
23	POWR0655	Standard Product	Bus Bar, 100-Amp, 5-Pos, Mini	\$ 10.67	2	ea	\$ 21.34
24	POWR0066	Standard Product	Bus Bar, 600-Amp, 4-Pos, 3/8"-16 Stud	\$ 83.06	1	ea	\$ 83.06
25	POWR2443	Standard Product	Fuse Terminal, 125A Cube	\$ 9.00	1	ea	\$ 9.00
26	Tab 1	Non Standard Product	Assorted small electrical components for wiring, fuses, breakers, lights	\$ 584.66	1	ea	\$ 584.66
27	POWR1077	Standard Product	Fuse Block, Terminal Fuse, Single	\$ 12.84	1	ea	\$ 12.84
				\$64,883.07	Sub Total		\$ 65,537.61

Refurbishment Products

Item	Product Code / part #	Category	Description	Price	QTY	UOM	Extended Price
1	LBR	Standard Refurb Product	De- Rig of Components / materials	\$ 8,200.00	1	ea	\$ 8,200.00
2	LBR	Standard Refurb Product	Rigging required with the impemination of new equipement, compenets, materials	\$ 54,325.00	1	ea	\$ 54,325.00
3	LBR	Standard Refurb Product	Sea trials and acceptance	\$ 1,025.00	1	ea	\$ 1,025.00
4	ASSOR	Standard Refurb Product	Wire and consumables	\$ 675.00	1	ea	\$ 675.00
5	SEADECK	Non Standard Product	Seadek- Upgraded Decking - Select colors, design, department logo	\$ 5,467.50	1	ea	\$ 5,467.50
6	BOBAGT	Non Standard Product	Full top side spong blasting and new paint in Gun Metal Grey	\$ 6,750.00	1	ea	\$ 6,750.00
7	LBR	Non Standard Product	reseal windows windows	\$ 820.00	1	ea	\$ 820.00
8	PLTE	Non Standard Product	New dash plates	\$ 200.00	1	ea	\$ 200.00
				\$77,462.50	Sub Total		\$ 77,462.50

NOTE: No sales tax is included in this amount. In states where nexus does not apply, customer is responsible for paying all applicable sales and use taxes. This estimate or ROM is provided for planning purposes only. Contact the service writer if a firm quote is required. The lead times are based off the factory production schedule. Completion dates may very depending on part availability and production availability.				Base Boat Products		\$	65,537.61
				Refurbishment Products		\$	77,462.50
				Total		\$	143,000.11
				Shipping		\$	-
				Tax		\$	13,156.01
Rev A	3/1/2024				Grand Total		\$ 156,156.12

INTERLOCAL LAW ENFORCEMENT SERVICE AGREEMENT**CITY OF CHELAN****2022-2025**

THIS AGREEMENT made and entered into this 14th day of September, 2021, by and between the County of Chelan, a legal subdivision of the State of Washington, hereinafter 400 Douglas, Suite 201, Wenatchee, Washington, and the City of Chelan, a municipal corporation of the State of Washington, hereinafter referred to as the "City", having its principle place of business located at 135 E. Johnson Ave, Chelan, Washington, 98816, and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement functions within its boundaries by the Sheriff, and,

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth, and,

WHEREAS, such contracts are authorized and provided for by the provisions of Chapter 39.34 RCW. Pursuant to RCW 39.34.080, one or more public agencies may contract with one another to perform governmental services which each itself is authorized to perform;

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1 - PURPOSE

1.1 Purpose. The County agrees, by and through its Sheriff, to provide law enforcement and support services, as hereafter defined per Articles II and III herein, within and for the corporate limits of the City.

1.2 Municipal Authority. The City hereby confers municipal police authority on the County's employees who will provide Law Enforcement Services.

ARTICLE 2 - LAW ENFORCEMENT SERVICES

2.1 Law Enforcement Services. Such services shall encompass the duties and functions of the type within the jurisdiction of and customarily rendered by the Sheriff of the County and the Police Chief of the City under the laws of the State of Washington.

2.2 Such services shall include the enforcement of statutes of the State of Washington and the municipal ordinances of the City, as are enforced by the Sheriff within unincorporated territory of the County and the Police Chief of the City.

2.3 Such Services shall include the designation of a Chief Executive Law Enforcement Officer, or Police Chief of the City pursuant to RCW 35A.12.020, effective January 1, 2022. The Sheriff or his/her designee will be the assigned Police Chief, consistent with the laws of the State of Washington.

2.4 Such services shall include a minimum of **6.33 full time employee (FTE's)** deputies, including one (1) supervisor, assigned and scheduled to the City of Chelan. Said personnel will provide 24 hour patrol within the City 7 days a week. The City shall have the opportunity to interview candidates for Supervisor and make recommendations for selection. The City may also make recommendations to Sheriff for retention and/or removal of Supervisor. All final decisions fall under the authority of the Sheriff.

2.5 Such services shall include Marine Patrol on Lake Chelan, within the city limits of Chelan, with emphasis during the tourist season between Memorial Day weekend and Labor Day weekend.

2.6 Such services shall also include: support services defined in Article III below; property/records management and retention in relationship to public safety and enforcement issues.

2.7 Such services shall include a minimum of 208 hours annually of foot/bicycle patrol in the downtown core area.

2.8 Such services, as a goal, shall strive to meet a five and half (5 1/2) minute average response time to emergency calls. It is agreed upon to evaluate this goal annually, to determine the actual effectiveness of average response time in relation to the number of Sheriff FTE's.

2.9 The added .33 FTE shall be equal to one full-time deputy during the summer months.

ARTICLE 3 - OTHER SERVICES

3.1 Support services will consist of:

A. Investigation services by the detectives division, investigating such crimes as major crimes (felony), drug offenses, fraud and such reports as missing persons, vice and major collisions. These detectives are supported by the patrol function as well as the crime scene analysis, crime laboratory, polygraph, identification and evidence control.

B. Special Operations services such as canine, SWAT, search and rescue, bomb disposal, aviation, marine, dive, and narcotics.

C. Emergency operations and home land security not covered by separate agreement.

3.2 Administrative services include planning and statistics, crime analysis, subpoena control, training, weapons permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations and other services provided by other county departments in support of the Chelan County Sheriff.

3.3 Dispatch communications services shall be provided by RiverCom. RiverCom services are provided through Interlocal agreement with Chelan County. The City of Chelan shall pay its share of RiverCom costs based upon calls for service within the city limits of Chelan.

ARTICLE 4 - PERSONNEL

4.1 The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain in the County.

4.2 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof,

and not to establish an agency relationship, every County Deputy and employee engaged in performing any such service and function shall be deemed to be an officer of said City while performing service for said City, which service is within the scope of this Agreement and is a municipal function.

4.3 The level, degree and type of city services and the number of positions assigned to those services shall be determined by the Sheriff or his/her designee, after consultation with the City. In the event of an emergency as determined by the Sheriff which results in the staffing level being less than described in this agreement, the County will make every effort to minimize the impact to staffing levels within the City. While the Sheriff controls the employees, standard of performance, discipline, and all other aspects of performance of the employees assigned to provide Law Enforcement Services, the City may submit comments thereon to the Sheriff.

ARTICLE 5 - EQUIPMENT

5.1 The County shall furnish and supply all necessary equipment, communication facilities and vehicles and supplies necessary to maintain the level of service to be rendered hereunder, and shall pay all salaries and employee benefits and other costs in connection therewith.

5.2 Computers. The county will provide mobile data computers to assigned Deputies. The computers will assist the Deputies with computer aided dispatching and records management.

5.3 Special supplies. The City will supply at its own cost and expense any special supplies, stationary, notices, forms, and like where such must be issued in the name of the City.

5.4 The County shall provide an emergency communications frequency 155.370 (LERN). This frequency is to be used for emergency situations only. The County will maintain control of this frequency.

5.5 The City shall furnish office and storage space pursuant to separate lease, the term of which shall be the same as this agreement for law enforcement services.

ARTICLE 6 - COMPENSATION

6.1 The City shall pay to the County the following amounts for said police protection and law enforcement services and support services to be paid in quarterly installments, each installment payable in advance on or before the thirtieth day of each quarter. Said payment shall be credited in full as revenue to the Sheriff's department in the Chelan County budget. Costs are determined by number of FTE's.

6.1.1	Year 2022	Basic Services	\$ 1,316,482
6.1.2	Year 2023	Basic Services	\$ 1,370,326
6.1.3	Year 2024	Basic Services	\$ 1,426,372
6.1.4	Year 2025	Basic Services	\$ 1,484,711

6.2 The City shall pay to the County for dispatch services those amounts required by RiverCom for services provided within the City limits. RiverCom Costs will be determined annually prior to the beginning of each year. The City shall pay quarterly installments, each installment payable in advance on or before the fifteenth day of each quarter.

6.2.1	Year 2022	\$ ____TBD____
6.2.2	Year 2023	\$ ____TBD____
6.2.3	Year 2024	\$ ____TBD____
6.2.4	Year 2025	\$ ____TBD____

6.3 Discretionary Overtime. The City shall also pay to the County those overtime expenses for regular deputies (excluding reserves and/or volunteers) incurred by the County for the following, to-wit:

- (a) Deputies municipal court appearances and/or district court appearances resulting from offenses committed

within the corporate limits of the City, to a maximum of \$5,000.

(b) Planned, advertised special events created by the City that require additional Sheriff's Office personnel assigned to the City, after notice to the Sheriff.

ARTICLE 7 - REPORTING

7.1 Such services shall include a regular report of public safety issues within the City and region. Separate reporting districts consisting of incorporated and unincorporated areas will be maintained to enable accurate data collection on law enforcement services provided and call for service activity.

7.2 A representative of the Sheriff's Office shall make a report to the City Council either monthly or quarterly as requested by the City. The report shall include the following as it pertains to operations in the City of the preceding month or quarter.

- (a). Calls for service;
- (b). Violations, title 46;
- (c). Field Interviews;
- (d). Total number of hours spent by deputies and reserve deputies patrolling within the City limits;
- (e). Total number of hours spent on foot patrol in the City's downtown core;
- (f). Total number of hours spent on bike patrol within the City limits;
- (g). Total number of training hours of assigned personnel;
- (h). Number of felony/misdemeanor crimes committed within the City.
- (i). Total number of hours spent on marine patrol within the City limits.

7.3 In addition to the information included in the above stated reports to the City Council, the Sheriff's Office shall provide the following information related to crime within the City on an annual basis for the purpose of measuring the effectiveness for crime control services:

(a). Prevention of crime: Number of reported crimes within the City by type of crime (including categories to represent property crimes and crimes against person).

(b). Apprehension of offenders: Percentage of reported crimes which are ultimately "cleared," whether by arrest, recovery of stolen property or other "exception".

7.4 The county will notify the City of a significant unusual occurrence within or which, in the opinion of the Sheriff, may affect the City, in a timely manner. The order of contact will be the City Administrator, Mayor, Mayor Pro-tem.

ARTICLE 8 - PLANNING

8.1 The County and City will develop a multi-year police services plan. The plan will document the long-term vision of the county and City for police services within the City; to include departmental missions and goals. With an ability to identify strategic goals for accomplishing the vision; the plan will be action oriented with a strong emphasis on achieving practical outcomes. The plan will outline the goals and operational objectives of the future of police services within the City. It will be the goal to guide the City and County into a continual program of improvement. The plan will address activities based on, but not limited to, anticipated workloads, population trends, staffing levels, community needs, capital improvement and equipment needs. This direction should provide the members of the police services of the County and City a set of expectations and issues to guide their activities toward common goals and objectives. The content of this plan will be evaluated on a continual basis to insure that our objectives parallel with trends observed in the City, County, State and Nation.

ARTICLE 9 - AGREEMENT ADMINISTRATION AND TERMINATION

9.1 Unless sooner terminated as provided for herein, this Agreement shall take effect on the first day of January, 2022 at 12:00 a.m. and shall terminate at midnight on the 31st day of December, 2025.

9.2 This Agreement may be terminated by either Party for any reason upon twelve (12) month's advance written notice given to the other Party; provided no termination shall be effective until December 31st of any year following twelve months

after the notice of termination is given. For example, if notice of termination is provided on August 1, 2022, the Agreement shall not terminate until December 31, 2023. If notice of termination is provided on January 1, 2022, then the Agreement shall terminate effective December 31, 2022.

9.3 Termination Transition Plan: Upon the provision of a written notice of termination, the parties shall establish a written plan for orderly transition of law enforcement services from the county to the City, or the City's designee. Said plan shall address all issues related to the transition of law enforcement services including without limitation, personnel, conveyance of capital equipment, workload and assignment of transition tasks. Upon termination, all equipment shall remain the property of the party that purchased it unless an express agreement to purchase and transfer ownership is reached between the parties. Each party shall bear its own cost in developing said plan.

9.4 Notice. The contract personnel for each party hereto, for notices required hereunder, audits, inspections and enforcement of this Agreement are designated as follows:

Chelan County Sheriff, or designee
401 Washington Street Level 1
Wenatchee, WA 98801

City of Chelan Mayor, or designee
135 E. Johnson Ave.
Chelan, WA 98816

9.5 Automatic Renewal: Subject to the termination provisions herein, if no new express agreement is reached before the end of the term, this Agreement shall automatically renew for successive one-year periods, on substantially the same terms and conditions as contained herein, except that the annual costs due and owing by City stated in Subsections 6.1 and 6.3(a) and shall automatically increase by 5% for each year of automatic extension.

ARTICLE 10 - INDEMNIFICATION.

10.1 The County shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents from and against any loss or claim for damages of any nature whatsoever, arising out of the provision of the law enforcement services and support services provided pursuant to the provisions of this agreement, except to the extent such damages are caused by the negligent or willful act or omission of the City, its elected or appointed officials, officers, employees, agents, or a third party. Nothing herein shall be deemed to constitute a waiver by the County of its immunity pursuant to Title 51 RCW.

11.2 The City shall indemnify, defend and hold harmless the County, its officers, agents, appointed and elected officials and employees, from any loss or claim for damages of any nature whatsoever, arising out of any negligent or willful act or omission of the City, its elected or appointed officials, officers, agents, or employees.

ARTICLE 11 - AGREEMENT OVERSIGHT

11.1 The City and County may agree to establish an oversight committee consisting of the following or their respective designees: the Sheriff, a County Commissioner, the City's Mayor and a City Councilperson.

11.2 If established, at the request of the Mayor or the Sheriff, the Committee may meet at least annually to ensure the parties of this agreement comply with the provisions set forth by the agreement, including administration of the agreement and management of the services provided.

11.3 In addition the committee shall review personnel, training and standards and may make recommendations to the County and City for improvement or recognition.

11.4 If there is an operational problem or agreement dispute the committee may review and attempt to resolve the problem or dispute. If the committee is unable to resolve the problem or dispute, this agreement shall be construed in accordance with the laws of the State of Washington.

11.5 The Oversight Committee is responsible for proposing amendments to this agreement, which could then be agreed by the City and County legislative bodies.

ARTICLE 12 - DISPUTES

12.1 Dispute Resolution Process: In case of a dispute over the performance or meaning of the provisions of this Agreement which has not been resolved through discussion between the Parties, said dispute shall be submitted to a Dispute Resolution Board consisting of three individuals; one appointed by each party and the third selected by the two initial members. Said board shall decide matters by majority vote. If either Party is not satisfied with the result, it may utilize any other remedy to which it may be entitled at law or in equity.

ARTICLE 13 – LEASE

13.1 The County shall lease that portion of City Hall, as depicted in Exhibit ___, and formerly used by the City's police department (approximately 1200 square feet). The terms and conditions of said lease shall include the following:

13.2 Rent: The annual rent for the police department shall be as follows:

Yr 1	\$12,610
Yr 2	\$13,126
Yr 3	\$13,663
Yr 4	\$14,222

The City will invoice the County for payment of rent due on a quarterly basis.

13.3 Telephone: The County will provide a telephone in the foyer of the Sheriff's Office (leased space), which connects directly to the Deputy on Duty or RiverCom Dispatch.

13.4 Utilities: The County shall provide for all utility services to the Sheriff's Office (leased space).

13.5 Repair and Maintenance: The County shall commit no waste of the Sheriff's Office (leased space) and shall, at its own expense, maintain the Sheriff's Office, together with any and all property and equipment installed by the County, in good condition and repair, with such repairs being made timely, normal wear and tear

excepted. The City shall remain solely responsible for building structure maintenance; i.e.: the roof, foundation, etc. and shall maintain its insurance coverage for the entire building.

ARTICLE 14 - PAYMENT AND INSURANCE

14.1 Invoicing by the County. The County shall provide separate invoices to the City by the first day of January, April, July, and October for the Base Service Fee and Rivercom dispatch costs based upon calls for service within the city limits of Chelan for the first, second, third and fourth quarter, respectively, and for the Discretionary Overtime Fee for the second, third, fourth and first quarters, respectively. Such invoice shall also reflect appropriate credits for payments to be made by the County to the City for each such quarter, as set out in other sections of this Agreement.

14.2 Payment. City shall pay the Service Fee invoiced by the County on or before the thirtieth day of January, April, July and October, respectively.

14.3 Overdue Payments. If any portion of the Service Fee is not paid by the City when due, the unpaid balance shall bear interest thereon from the date such payment was due to the date of receipt of payment at the rate of twelve percent (12%) per annum.

14.4 Insurance City. The City shall maintain at all times during the term of this Agreement a general liability insurance policy, or other comparable coverage, with a self-insured retention of no more than \$500,000, and a policy limit of no less than \$2,000,000.

14.5 Insurance County. The County shall maintain at all times during the term of this Agreement a general liability insurance policy, or other comparable coverage, with a self-insured retention of no more than \$500,000 and a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 aggregate limits. An insurance certificate or equivalent evidencing the required coverage shall be furnished to the City upon request.

ARTICLE 15 - MISCELLANEOUS

15.1 Entire Agreement. This Agreement represents the entire and integrated

Agreement between the City and the County and supersedes all prior negotiations, representations or agreements, either written or oral.

15.2 Waiver of Breach. The waiver by either Party of the breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party.

15.3 Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

15.4 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in Chelan County Superior Court.

15.5 Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

15.6 Non-discrimination. The County and City certify that they are Equal Opportunity Employers. The County has developed and implemented affirmative action programs in accordance with the guidelines in revised order 4 of the United States Department of Labor. If required, the City will develop and implement affirmative action programs that meet the applicable federal standards.

15.7 Attorney's Fees and Costs. Each Party shall bear its own attorney's fees and costs in the resolution of a dispute or litigation.

15.8 A copy of this Agreement shall be filed with the Chelan County Auditor's Office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the City of Chelan by Resolution duly appointed by its Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Chelan by Agreement of its Board of County Commissioners has caused these present to be subscribed by said Board of County Commissioners and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first above written.

CITY OF CHELAN

By: _____
Mayor

ATTEST: _____

Clerk

CHELAN COUNTY BOARD OF COMMISSIONERS

Chairman

Commissioner

Commissioner

ATTEST:

By: _____

Clerk of the Board



APPROVED:

Chelan County Sheriff



CITY OF CHELAN

CITY COUNCIL

13 Aug 2024

Subject/Title: Americans with Disabilities Act (ADA) Transition Plan Update
Department: Public Works
Staff Contact: Jake Youngren
Reviewed By: City Administrator
Finance Director

GOVERNING LEGISLATION

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

PREVIOUS COUNCIL ACTION TAKEN

On January 24, 2023 Council approved RH2 Engineering, Inc Task Authorization No. 14 for the Americans with Disabilities Act (ADA) Transition Plan.

OVERVIEW

The Americans with Disabilities act (ADA) of 1990 requires municipalities to complete an ADA Transition plan in accordance with Title II, Part 35, Subpart D. The City utilized RH2 Engineering, Inc. and their subconsultant, Transpo Group USA, Inc. (Transpo) to complete the ADA transition plan.

With the completion of the ADA Transition Plan, the City will increase eligibility for transportation related grant funding opportunities.

Staff will discuss this in further detail during the meeting.

FINANCIAL IMPLICATIONS

None.

ATTACHMENTS

1. None

SUGGESTED MOTION

Suggested Motion: None.



CITY OF CHELAN

CITY COUNCIL

13 Aug 2024

Subject/Title: Chelan Valley Housing Trust (CVHT) Memorandum of Understanding for the Anderson Road Sewer Infrastructure 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

On May 24, 2022, the City and the Chelan Valley Housing Trust executed a Memorandum of Understanding delineating the roles and responsibilities of each party related to the 30% design effort to be provided by the City's engineering consultant. A Public Hearing for the Community Development Block Grant for the Anderson Road Project was held on April 27, 2021. Council approved the MOU with the Chelan Valley Housing Trust for the Community Development Block Grant on May 25, 2021. On November 14, 2021 a Chelan Valley Housing Trust Update was provided to Council. On July 12, 2022 Council approved Task Authorization No. 15 with RH2 Engineering for design services for the Anderson Road Infrastructure Project.

OVERVIEW

The Chelan Valley Housing Trust (CVHT) is undertaking a housing development project on Anderson Road that requires the construction and enhancement of sewer infrastructure. The City had originally allocated ARPA funds (American Rescue Plan Act) to complete this sewer project, however, after careful consideration of immediate community needs, the City has decided to reallocate the ARPA funding to support the design and construction of the Washington Street

Booster Pump Station. The shift in funding aims to address urgent water supply issues and will have an immediate positive impact to existing and future customers. Although funding for the Anderson Road sewer project will be reallocated, the City wishes to demonstrate their continued support for the Anderson Road sewer project in the form of a Memorandum of Understanding (MOU) between CVHT and the City. The proposed MOU generally includes the following provisions:

City Commitments

The City agrees to:

- **Secure Grant Funding:** Actively pursue and apply for relevant federal, state, and other grant opportunities to fund the sewer infrastructure project.
- **Budget for Financial Match:** Allocate and approve the necessary budget to meet the financial match requirements of the grant funding applications. Match will not exceed \$200,000.
- **Provide Technical Support:** Offer technical assistance and expertise during the grant application process and throughout the project implementation phase.
- **Facilitate Permitting and Approvals:** Facilitate the permitting and approval processes necessary for the timely commencement and completion of the sewer infrastructure project.

CVHT Commitments

The Housing Trust agrees to:

- **Collaborate with the City:** Work closely with City officials to provide necessary project details, timelines, and documentation required for grant applications and budget allocations.
- **Secure Land Use:** Obtain all necessary land use approvals for the housing project without undue delay from the date of this MOU.
- **Reporting:** Provide regular progress reports to the City, detailing the status of the housing project, and any issues or changes that may arise.

Mutual Understandings

- **Communication:** Both parties commit to maintaining open and frequent communication to ensure the successful progression of the project.
- **Modification of Agreement:** Any amendments or modifications to this MOU must be mutually agreed upon in writing by both parties.
- **Duration:** This MOU will remain in effect until the completion of the sewer infrastructure project or until terminated by either party with 30 days written notice.

Refer to the attached MOU for additional details.

FINANCIAL IMPLICATIONS

\$200,000 budget commitment for grant match if successful. Would be incorporated into adopted City Budget beginning in 2025.

ATTACHMENTS

1. Chelan Valley Housing Trust (CVHT) Memorandum of Understanding for the Anderson Road Sewer Infrastructure Project

SUGGESTED MOTION

Suggested Motion: None.

Memo of Understanding (MOU)

Between the City of Chelan and Chelan Valley Housing Trust

This non-binding Memo of Understanding will serve to document the general agreement between Chelan Valley Housing Trust (CVHT) and the City of Chelan (City) regarding the completion of planning, engineering, and construction related to sewer infrastructure to serve Anderson Road in Chelan Washington.

The CVHT and City (henceforth known as “the parties”) agree to the following:

1. Background

The Housing Trust is undertaking a housing development project that requires the construction and enhancement of sewer infrastructure to support current and future residents. Recognizing the critical nature of this infrastructure, the City agrees to collaborate with the Housing Trust to help secure the necessary funding and resources.

2. City’s Commitments

The City agrees to:

- **Secure Grant Funding:** Actively pursue and apply for relevant federal, state, and other grant opportunities to fund the sewer infrastructure project.
- **Budget for Financial Match:** Allocate and approve the necessary budget to meet the financial match requirements of the grant funding applications. Match will not exceed \$200,000.
- **Provide Technical Support:** Offer technical assistance and expertise during the grant application process and throughout the project implementation phase.
- **Facilitate Permitting and Approvals:** Facilitate the permitting and approval processes necessary for the timely commencement and completion of the sewer infrastructure project.

3. Housing Trust’s Commitments

The Housing Trust agrees to:

- **Collaborate with the City:** Work closely with City officials to provide necessary project details, timelines, and documentation required for grant applications and budget allocations.
- **Secure Land Use:** Obtain all necessary land use approvals for the housing project without undue delay from the date of this MOU.
- **Reporting:** Provide regular progress reports to the City, detailing the status of the housing project, and any issues or changes that may arise.

4. Mutual Understandings

- **Communication:** Both parties commit to maintaining open and frequent communication to ensure the successful progression of the project.
- **Modification of Agreement:** Any amendments or modifications to this MOU must be mutually agreed upon in writing by both parties.

- **Duration:** This MOU will remain in effect until the completion of the sewer infrastructure project or until terminated by either party with 30 days written notice.

5. Signatories

This MOU is agreed upon and signed by the duly authorized representatives of the Housing Trust and the City.

For City of Chelan

_____	_____
Erin McCardle, Mayor	date

For CVHT

_____	_____
Scott Meyers, CVHT Executive Director	date



CITY OF CHELAN

CITY COUNCIL

13 Aug 2024

Subject/Title: RH2 Engineering, Inc. Task Authorization No. 15-2024 for the Design of the Washington Street Booster Pump Station

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

The Washington Street Booster Pump Station Project is needed to increase the pump station's ability to meet the maximum daily demand of the pressure zone it serves. This project is partially funded in the City's 2024-2029 Capital Improvement Program with the design effort scheduled for 2024. City staff has requested RH2 Engineering, Inc. to design this project. The proposed scope of work includes the following tasks:

Task 1 –Preliminary Design Report

Objective: Prepare a report documenting the size and configuration of the BPS upgrades and the process for accomplishing the project.

Approach:

1. Review and document the method for sizing capacity upgrades for the BPS. Perform one (1) site visit to take initial measurements and review existing equipment. Prepare an overall project design criteria checklist for City

- review.
2. Perform hydraulic analysis using the WaterCAD model of the City's system to evaluate pump sizing and control system methods. Select pumps based on anticipated demands.
 3. Develop a method to provide water supply to the pressure zone during construction.
 4. Prepare conceptual electrical and control designs. Evaluate the existing spacing to determine what new equipment can be accommodated.
 5. Prepare a conceptual BPS plan (in 2D) showing conceptual placement of equipment within the existing building. Prepare a preliminary site plan (in 2D) showing the location of the existing BPS, source of power, and routing of existing and proposed pipelines and electrical conduits. Perform one (1) site visit to review key dimensions and layout.
 6. Update the preliminary OPCC.
 7. Prepare a Predesign Technical Memorandum and submit to the City for review. The report will reference the 2021 Capacity Analysis and 2024 WSP Amendment for the analysis and will document final decisions made.
 8. Finalize the report based on City comments.

Task 2 - Booster Pump Station Design

Objective: Prepare design plans and specifications for the proposed BPS.

Approach:

1. Prepare 60% mechanical, site, electrical and control plans.
2. Prepare cost estimate.
3. Incorporate city review comments of 60% plans and cost estimate.
4. Prepare 90% technical specifications and front-end bidding documents.
5. Perform in-house QA/QC plan review.
6. Submit 90% plans and specs to city.
7. Incorporate city review comments of 90% plans and specs.
8. Submit bid-ready plans and specifications to DOH for review.
9. Perform project management.

Task 3: Services During Bidding

Objective: Assist the City during the bidding and construction contracting phase. It is assumed that the City will advertise the project and be the main point of contact for bidders.

Approach:

1. Prepare the advertisement for bid.
2. Respond to contractor questions during the bidding period.
3. Issue up to one (1) addenda, if necessary, to clarify, revise, or change construction plans or specifications.
4. Prepare bid tabulation.
5. Review the lowest bidder information, contact up to five (5) references, and provide a recommendation of award letter to the City.
6. Provide three (3) half-size hard copies of plans and specifications for use during construction.

Refer to the attached Task Authorization for further details.

FINANCIAL IMPLICATIONS

Not to exceed \$119,541. Although adequate funds budgeted in the City's adopted 2024 Water Capital budget (\$300,000), it is proposed that this project will be funded by American Rescue Plan Act (ARPA) after a reallocation is completed.

ATTACHMENTS

1. RH2 Engineering, Inc. Task Authorization No. 15-2024 for the Design of the Washington Street Booster Pump Station

SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the RH2 Engineering, Inc. Task Authorization No. 15-2024 for the Design of the Washington Street Booster Pump Station.

Task Authorization No. 15
City of Chelan
General Engineering Services
Washington Booster Pump Station Improvements
August 2024
RH2 Project No. CHE 0240005.15

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 Washington Booster Pump Stations (BPS) Improvements. 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 2020 *Water System Plan Technical Memorandum* written by RH2 Engineering, Inc., (RH2) identified the Washington BPS as nearing capacity and in need of improvement. In 2021, RH2 completed a capacity analysis for the City of Chelan's (City) Washington Street Pressure Zone to support the rezoning of up to 30 acres of the Apple Blossom Center Planned Development District as multi-family residential. This technical memorandum provided a more detailed analysis of the Washington Street Pressure Zone and recommended upgrades to the Washington BPS. In 2022, a preliminary Engineer's estimate of probable construction costs (OPCC) for the upgrades was prepared by RH2 for the developer.

The City has requested that RH2 provide engineering services to design improvements for the Washington BPS facility with the goal of increasing capacity. Preliminary sizing was included in the 2024 Water System Plan (WSP) Amendment currently in review.

RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City, the developer, or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information. Deliverables will be submitted in electronic PDF format unless otherwise noted.

Scope of Work

Task 1 – Preliminary Design Report

Objective: Prepare a report documenting the size and configuration of the BPS upgrades and the process for accomplishing the project.

Approach:

- 1.1 Review and document the method for sizing capacity upgrades for the BPS. Perform one (1) site visit to take initial measurements and review existing equipment. Prepare an overall project design criteria checklist for City review.
- 1.2 Perform hydraulic analysis using the WaterCAD model of the City's system to evaluate pump sizing and control system methods. Select pumps based on anticipated demands. *The*

hydraulic model currently in RH2's possession will be used for this subtask. Assumptions will be made based on known operating conditions, but the model has not been calibrated by RH2.

- 1.3 Develop a method to provide water supply to the pressure zone during construction.
- 1.4 Prepare conceptual electrical and control designs. Evaluate the existing spacing to determine what new equipment can be accommodated.
- 1.5 Prepare a conceptual BPS plan (in 2D) showing conceptual placement of equipment within the existing building. Prepare a preliminary site plan (in 2D) showing the location of the existing BPS, source of power, and routing of existing and proposed pipelines and electrical conduits. Perform one (1) site visit to review key dimensions and layout. *Plans will be 11- by 17-inch and incorporated into the Predesign Technical Memorandum.*
- 1.6 Update the preliminary OPCC.
- 1.7 Prepare a Predesign Technical Memorandum and submit to the City for review. The report will reference the 2021 Capacity Analysis and 2024 WSP Amendment for the analysis and will document final decisions made.
- 1.8 Finalize the report based on City comments.

Assumptions:

- *The existing BPS building will not need to be expanded and will not require any exterior improvements.*
- *A State Environmental Policy Act Checklist will not be required.*
- *No Cultural Resources Report will be required.*

Provided by the City:

- Attendance at two (2) site visits.
- Predesign Technical Memorandum review.
- Measurements of existing facilities, if requested by RH2.

RH2 Deliverables:

- Predesign Technical Memorandum and OPCC.
- Attendance at two (2) site visits.

Task 2 – BPS Design

Objective: Prepare design plans and specifications for the proposed BPS.

Approach:

- 2.1 Prepare 60-percent mechanical plans.
- 2.2 Prepare 60-percent site plans including water mains and equipment.

- 2.3 Prepare 60-percent electrical and control plans. *Preliminary plans will be limited to equipment footprint and height requirements.* Determine electrical service size and contact Public Utility District No. 1 of Chelan County for service requirements and costs.
- 2.4 Update the OPCC.
- 2.5 Submit 60-percent plans to the City for review. Attend a virtual review meeting with the City.
- 2.6 Incorporate 60-percent City review comments and prepare 90-percent design plans.
- 2.7 Prepare 90-percent technical specifications using RH2's standard technical specifications. Prepare front-end bidding documents for review.
- 2.8 Perform in-house senior quality assurance and quality control (QA/QC) plan review.
- 2.9 Submit 90-percent plans and specifications to the City for review. Attend a virtual review meeting.
- 2.10 Incorporate 90-percent City review comments and prepare bid-ready plans and specifications.
- 2.11 Submit bid-ready plans and specifications to the Washington State Department of Health (DOH) for review.
- 2.12 Perform project management, including invoice reviews, budget tracking, updating the project schedule, and maintaining project records.

Assumptions:

- *The Fee Estimate assumes a packaged pump station with fixed-speed pumps and motor control panel will be used.*
- *RH2 will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*
- *Elements of this Task will be supported by RH2's subsidiary, Control Systems NW LLC via intercompany services agreement.*

Provided by the City:

- Timely review comments at 60- and 90-percent design.

RH2 Deliverables:

- 60- percent plan sets.
- 90-percent plan sets.
- 90-percent technical specifications.
- OPCC at 60- and 90-percent, and bid-ready design.
- Bid-ready half-size plans and technical specifications.

Task 3 – Services During Bidding

Objective: Assist the City with the bidding process.

Approach:

- 3.1 Assist the City with the advertisement for bids, as requested.
- 3.2 Respond directly to contractor or supplier questions during the bidding period.
- 3.3 Prepare one (1) addendum, if requested, to clarify, revise, or change construction plans, specifications, or project conditions during the bidding process.
- 3.4 Attend bid opening with the City and prepare bid tabulation.
- 3.5 Review the lowest bidder information, contact up to five (5) references, and provide a construction contract award recommendation letter to the City.
- 3.6 Provide three (3) half-size hard copies of plans and specifications for construction contracts.

Assumptions:

- *The City will pay for advertising and legal fees directly. The City will coordinate construction contract award and execution.*
- *The project will be bid electronically.*

Provided by the City:

- Payment of all production and advertisement fees.
- Attendance at bid opening.

RH2 Deliverables:

- Responses to contractor or supplier questions via phone or email.
- One (1) addendum, if requested.
- Attendance at bid opening.
- Bid tabulation.
- Recommendation of award letter.
- Electronic (PDF) and three (3) hard copies of plan sets and bidding documents.

Subconsultants

CSNW.

Schedule

RH2 is prepared to begin this Scope of Work upon notice to proceed. The City would like to bid the project in early November and award at the first City Council meeting in December 2024 to meet funding requirements.

City of Chelan
General Engineering Services

Task Authorization No. 15
Washington Booster Pump Station Improvements

Fee for Services

The fee for services shall be on a time and expense basis and shall not exceed \$119,541 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



8/6/2024

Signature

Date

Signature

Date

Paul R. Cross, Executive Vice President
Print Name/Title

Print Name/Title

EXHIBIT A
Fee Estimate
Task Authorization No. 15
City of Chelan
General Engineering Services
Washington Booster Pump Station Evaluation
Aug-24

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Preliminary Design Report	116	\$ 24,948	\$ 1,297	\$ 26,245
Task 2	BPS Design	361	\$ 72,736	\$ 6,328	\$ 79,064
Task 3	Services During Bidding	64	\$ 13,138	\$ 1,094	\$ 14,232
PROJECT TOTAL		541	\$ 110,822	\$ 8,719	\$ 119,541



CITY OF CHELAN

CITY COUNCIL

13 Aug 2024

Subject/Title: Rudnick and Sons, LLC., Change Order No. 1 for the Bradley Street and Johnson Avenue Intersection 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

On July 9, 2024 Council approved the Rudnick and Sons, LLC., Bid Award & Contractor Agreement for the Bradley Street and Johnson Avenue Intersection Improvements.

OVERVIEW

The Bradley and Johnson Intersection Improvements project has been executed and awarded to Rudnick and Sons, LLC. There was an inconsistency within the bid sheets that has led to the need for a change order reconciling bid item no. six (6) for the pedestrian crossing system and increasing the construction cost from \$110,505 to \$124,505.

FINANCIAL IMPLICATIONS

This project is funded with a 90% grant from the Washington State Transportation Improvement Board (TIB). TIB has agreed to increase their contribution. As a result, the additional impact to the City's street capital budget is \$1,400.

ATTACHMENTS

1. Rudnick and Sons, LLC., Change Order No. 1 for the Bradley Street and Johnson Avenue Intersection Improvements Project
- waiting on corrected attachment, it says POW and not Rudnick

SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the Rudnick and Sons, LLC., Change Order No. 1 for the Bradley Street and Johnson Avenue Intersection Improvements Project.



RH2 ENGINEERING, INC
300 Simon St SE Suite 5
East Wenatchee, WA 98802
PH 509.886.2900

CHANGE ORDER NO. 1

PROJECT: Bradley and Johnson Intersection Improvements
DATE OF ISSUANCE: 07/25/24
OWNER: City of Chelan **BID ITEMS:** 6
CONTRACTOR: Rudnick and Sons **ENGINEER:** RH2 Engineering, Inc.

You are directed to make the following changes in the Contract Documents

Description: The Bradley and Johnson proposal sheet incorrectly listed the unit of measurement for bid item 6, Pedestrian Crossing System as "each" instead of "lump sum" as the specifications called out. Because the proposal takes precedent over the specifications, the bidder was directed to bid the item per each. The bid received was \$14,000 which is in line with what one pole would be estimated at. This discrepancy would not change the low bidder. This change order modifies the item to a lump sum payment for the system which would include two poles, one for each side of the road, and the lump sum price will now be \$28,000.

Supporting Documents: Proposal sheets

Original Contract Price with WSST:	Original Contract Time:
\$110,505.00	15 days
Previous Approved Change Order(s):	Net Change Approved from Previous Change Orders:
0	0 days
Total of Previous Change Orders with WSST:	Contract Time Prior to the Change Order:
\$110,505.00	15 days
Change Order(s) approved this Form:	Net Increase (Decrease) of this Change Order:
Change Order No. 1	0
Total of Change Order(s) Approved this Form:	Contract Time with All Approved Change Orders:
\$14,000.00	15 days
Contract Price with all Approved Change Orders including WSST:	
\$124,505.00	

RECOMMENDED:	APPROVED:	APPROVED:
By <u>Angi Waligorski</u> RH2 Engineering	By <u>[Signature]</u> Contractor	By _____ Owner (City of Chelan)

By signing this form, the Owner and the Contractor agree to release all claims to additional work or credit or delays, occurring prior to the Date of Issuance, which have not been identified in this Change Order form.

Schedule of Prices

Item	Description	Units	Quantity	Unit Price	Total Price
1.	MOBILIZATION	L.S.	1	= \$ <u>6,000.00</u>	= \$ <u>6,000.00</u>
2.	CRUSHED SURFACING TOP COURSE	TON	40	= \$ <u>260.00</u>	= \$ <u>10,400.00</u>
3.	COMMERCIAL ASPHALT	TON	15	= \$ <u>600.00</u>	= \$ <u>9000.00</u>
4.	INLET PROTECTION	EA.	1	= \$ <u>85.00</u>	= \$ <u>85.00</u>
5.	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	150	= \$ <u>80.00</u>	= \$ <u>12,000.00</u>
6.	PEDESTRIAN CROSSING SYSTEM	EA.	1	= \$ <u>14,000.00</u>	= \$ <u>14,000.00</u>
7.	RELOCATE PEDESTRIAN CROSSING SYSTEM	EA.	1	= \$ <u>6500.00</u>	= \$ <u>6500.00</u>
8.	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1	= \$ <u>3,200.00</u>	= \$ <u>3,200.00</u>
9.	ROADWAY SURVEYING	L.S.	1	= \$ <u>5,200.00</u>	= \$ <u>5,200.00</u>
10.	DETECTABLE WARNING SURFACE	S.F.	96	= \$ <u>60.00</u>	= \$ <u>5760.00</u>
11.	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A	EA.	4	= \$ <u>4000.00</u>	= \$ <u>16000.00</u>

12.	CEMENT CONC. SIDEWALK	S.Y.	155	= \$ <u>112.00</u>	= \$ <u>17,360.00</u>
13.	ROADSIDE CLEANUP	DOL	5000	= \$ <u>1</u>	= \$ <u>5,000</u>
TOTAL BID					= \$ <u>110,505.00</u>



CITY OF CHELAN

CITY COUNCIL

13 Aug 2024

Subject/Title: RH2 Engineering, Inc. Task Authorization No. 22-2023
Amendment No. 1 for Additional SCADA Programming
Services

Department: Public Works

Staff Contact: Jake Youngren

Reviewed By: City Administrator
Finance Director

GOVERNING LEGISLATION

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

PREVIOUS COUNCIL ACTION TAKEN

Council approved Task Authorization No. 12 for Wastewater Treatment Plant Improvements Design on March 22, 2022. On October 25, 2022 Council approved Resolution No. 2022-1409. Council authorized the RH2 Engineering, Inc. Wastewater Treatment Plant Service During Bidding and Construction Task Authorization No. 22-2023 on May 23, 2023. Council awarded the bid to KRCI on June 12, 2023. On March 12, 2024 Council approved KRCI Change Order No. 1 for the Wastewater Treatment Plant Improvements Phase I. On June 25, 2024 Council approved the KRCI Change Order No. 2 for the Wastewater Treatment Plant Improvements Phase I.

OVERVIEW

The City hired RH2 Engineering, Inc. (RH2) to provide construction management services during the Wastewater Treatment Plant (WWTP) Improvements Project. The active construction of the project is complete, however, additional control system improvements to ensure the new system is more robust and flexible have been identified by RH2. The additional improvements will provide more efficient remote monitoring and operation of the system and allows for simpler integration of new or different processes to the WWTP in the future.

FINANCIAL IMPLICATIONS

The Amendment No. 1 for Task Authorization No. 22-2023, for the additional Supervisory Control and Data Acquisition (SCADA) programming services totals \$35,502.

This project was budgeted in the 2023 Capital Budget. Adequate funds available in the Sewer Capital Budget.

ATTACHMENTS

1. RH2 Engineering, Inc. Task Authorization No. 22-2023 Amendment No. 1 for Additional SCADA Programming Services

SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute RH2 Engineering, Inc. Task Authorization No. 22-2023 Amendment No. 1 for Additional SCADA Programming Services.

City of Chelan
Contract Amendment No. 1
Task Authorization No. 22
General Engineering Services
Wastewater Treatment Plant Improvements
Additional SCADA Programming Services
RH2 Project No. CHE 0230001.22

In accordance with our Professional Services Agreement for General Engineering Services, Task Authorization No. 22 for Wastewater Treatment Plant Improvements Services During Bidding and Construction, dated May 24, 2023, this is an authorization to revise the project Scope of Work as described below. The work will be performed and invoiced using the terms and conditions listed in the original agreement, plus previous amendments.


Reference attached Exhibit A – Scope of Work, Exhibit B – Fee Estimate, and Exhibit C – 2024 Schedule of Rates and Charges that include CSNW Control Specialist rates.

The engineering fee authorization will increase by \$35,502 for a total authorization amount of \$310,542.

Please sign this authorization in the space provided below and return to RH2 Engineering, Inc., by mail at the address below, or by email to esmith@rh2.com.

RH2 Engineering, Inc.

City of Chelan



Signature

Signature

Richard L. Ballard, Director

Print Name/Title

Print Name/Title

7/18/2024

Date

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

Date

City of Chelan, 50 Chelan Falls Highway, Chelan, WA 98816

EXHIBIT A
Scope of Work
Amendment No. 1
Task Authorization No. 22
City of Chelan
General Engineering Services
Wastewater Treatment Plant Improvements
Additional SCADA Programming Services
 July 2024

Background

The City of Chelan (City) requested that RH2 Engineering, Inc., (RH2) provide design documents for the Wastewater Treatment Plant (WWTP) Improvements project completed under the 2022 General Engineering Services agreement, Task Authorization (TA) No. 12. RH2 also provided bidding, construction contract administration and programming services under the 2023 General Engineering Services agreement, TA No. 22.

As part of TA No. 22, RH2 completed programming to replace the original WWTP telemetry system programming, as well as the original operator interface screens. RH2 originally estimated this work as a replacement of the existing system with a new system of similar functionality and complexity. However, as part of this work, RH2 identified the need to provide additional control system improvements to ensure that the new system is more robust and flexible than the original system. This requires additional programming to improve operator interface functionality with improved trending, summary information, control capability, and reporting. The intent is to provide a new control system that allows for more efficient remote monitoring and operation of the system and allows for simpler integration of new or different processes to the WWTP in the future. This task authorization amends TA No. 22 to provide these additional supervisory control and data acquisition (SCADA) programming services.

Task 7 – Additional Programming Services

Objective: Provide additional programming services.

Approach:

7.1 Provide additional programming services to improve operator interface functionality.

Assumptions:

- *This Scope of Work may be supported by RH2's subsidiary, Control Systems NW LLC, via an intercompany services agreement without notice.*

Project Schedule

RH2 will commence with the work upon written authorization from the City and will complete the work by December 31, 2024.

EXHIBIT B
Fee Estimate
Amendment No. 1
Task Authorization No. 22
City of Chelan
General Engineering Services
Wastewater Treatment Plant Improvements
Additional SCADA Programming Services
Jul-24

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Additional Programming Services	149	\$ 33,788	\$ 1,714	\$ 35,502
PROJECT TOTAL		149	\$ 33,788	\$ 1,714	\$ 35,502

EXHIBIT C RH2 ENGINEERING, INC. 2024 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$166	\$/hr
Professional II	\$182	\$/hr
Professional III	\$202	\$/hr
Professional IV	\$223	\$/hr
Professional V	\$237	\$/hr
Professional VI	\$256	\$/hr
Professional VII	\$274	\$/hr
Professional VIII	\$285	\$/hr
Professional IX	\$303	\$/hr
Technician I	\$129	\$/hr
Technician II	\$142	\$/hr
Technician III	\$160	\$/hr
Technician IV	\$174	\$/hr
Technician V	\$191	\$/hr
Technician VI	\$209	\$/hr
Technician VII	\$227	\$/hr
Technician VIII	\$237	\$/hr
Control Specialist I	\$167	\$/hr
Control Specialist II	\$183	\$/hr
Control Specialist III	\$203	\$/hr
Control Specialist IV	\$224	\$/hr
Control Specialist V	\$237	\$/hr
Control Specialist VI	\$256	\$/hr
Control Specialist VII	\$270	\$/hr
Control Specialist VIII	\$281	\$/hr
Control Specialist IX	\$281	\$/hr
Control Technician I	\$129	\$/hr
Control Technician II	\$142	\$/hr
Control Technician III	\$160	\$/hr
Control Technician IV	\$174	\$/hr
Control Technician V	\$191	\$/hr
Control Technician VI	\$209	\$/hr
Control Technician VII	\$227	\$/hr
Control Technician VIII	\$237	\$/hr
Administrative I	\$86	\$/hr
Administrative II	\$101	\$/hr
Administrative III	\$118	\$/hr
Administrative IV	\$141	\$/hr
Administrative V	\$166	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.6700	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	



CITY OF CHELAN

CITY COUNCIL

13 Aug 2024

Subject/Title: InScope Capital Improvement Program Subscription
Services Agreement for Planning & Management
Software

Department: Administration

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

In order to improve project management effectiveness, the Public Works Department desires to procure a subscription-based project management system. The program will help staff track costs, deadlines, milestones, and schedule for design and construction of capital projects. The program will likely also be used for cost tracking of developer driven projects during the design review process and tracking staff time and resources for reviews and inspections.

The attached Subscription Service Agreement with InScope documents the following:

- The Services
- Accounts
- Subscriptions
- License to Use
- Links to Other Websites
- Acceptable Use

- Copyright Protection and Intellectual Property
- User Data
- Cancellation
- Termination
- Refund Policy
- Copyright
- Disclaimer of Warranties
- Indemnification
- Limitation of Liability
- Governing Law
- Changes

See the attached Subscription Service Agreement for more details.

FINANCIAL IMPLICATIONS

The subscription costs \$2,500 annually. The costs will be paid for by and divided evenly through the water, sewer, and streets operating budgets.

The implementation fee will be based on a time and material basis at a rate of \$150/hour. Implementation is not to exceed 10 hours (\$1,500).

ATTACHMENTS

1. InScope Capital Improvement Program Subscription Services Agreement for Planning & Management Software

SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the InScope Capital Improvement Program Subscription Services Agreement for Planning & Management Software.



CAPITAL IMPROVEMENT PROGRAM (CIP) PLANNING & MANAGEMENT SOFTWARE

Prepared exclusively for:

The City of Chelan Washington



InScope

**16253 Swingley Ridge Road
Suite 100
Chesterfield, MO 63017
(314) 368-3335**

June 2024



Travis Denham, PE
City Engineer
50 Chelan Falls Hwy.
Chelan, WA 98816

June 8, 2024

RE: Agreement for Capital Improvement Program (CIP) Planning & Management System

Dear Travis,

Thank you for your interest in the InScope Capital Improvement Program (CIP) Planning & Management System to support the City of Chelan. InScope is a SaaS platform created specifically for capital owner-agencies like your city and created by career capital program and project management professionals. We know you love what you do, we love what you do, and we love to help you do it better. We have an outstanding team and are here to support the success of the City of Chelan every step of the way.

Please review this agreement and if you have any questions or would like additional information, please do not hesitate to call us at 636-312-4480 or email kevin@getinscope.com. We look forward to hearing from you soon.

Best regards,

A handwritten signature in blue ink that reads "Kevin Corwin".

Kevin Corwin, PE, PLS, PMP
Co-Founder

A handwritten signature in blue ink that reads "Mark Meyer".

Mark Meyer, PE, CFM
Co-Founder

About InScope



InScope was started in 2020 by two civil engineers whose careers are dedicated to Capital Program & Project Management: Kevin Corwin, PE, PLS, PMP and Mark Meyer, PE, CFM. Kevin has spent his career developing and implementing systems for capital program owner-agencies to control their entire capital programs and project life-cycles, from inception through construction closeout

and on to operation and maintenance. Whether as consultant or city engineer, Kevin has worked with over 50 capital program owner/agencies, across 500+ capital projects at an estimated value over \$5 Billion. Mark is a civil engineer dedicated to local and federal government projects. Mark's early career was spent working for a medium-size regional firm, then for a massive global firm. But in 2000, Mark founded Intuition & Logic Engineering, Inc., his own civil engineering firm specializing in stormwater and natural resources. Mark has dedicated his career to serving the needs of his client communities as an extension of staff with a keen understanding on the highest and best use of public dollars.

Mark and Kevin developed InScope to be a fully scalable Software-as-a-Service (SaaS) platform that makes program and project management fast and easy. InScope seamlessly merges the fundamentals of project management: scopes, finances, schedules, resources and more within one platform as never before.

- **OPTIMIZE – Strategically Optimize your CIP**

- Using InScope's Scorecard tool, you can build custom Project Scorecards that quantify and reflect the benefits unique to your community. Quantified benefit data is essential to determining CIPs that reflect your community's strategy for success. And scorecards may be integrated with any other modeling system (including GIS) to completely automate the scoring process.
- Enter your annual budget amount and InScope evaluates all possible configurations of the timing, costs, and benefits of your project plans to find the optimum CIP budget that provides the greatest benefit in the shortest time within your budget constraints. If priorities, constraints and/or project conditions change, easily update your models and optimize again!

- **BUDGET – Build CIP Budgets with ease**

- The InScope Budgets workspace makes building out your multi-year CIP a breeze. In one screen, you can see all project cost needs planned by any number of departments/programs. Testing or making budget decisions is as simple as working in a spreadsheet. And you can allocate budgets by their funding sources, all within one screen.
- And because the needs are always greater than the money available, use the InScope Optimization analysis to guide your CIP preparation. As we like to say at InScope, "Costs are determined BY projects, but Budgets are determined FOR projects." Once the CIP is set, project managers know the constraints they must live within as they manage their projects. And InScope reporting gives you the outputs you need to finalize those intrepid and official budget and CIP documents.

- **FUND – Leverage Multi-Funding Management**

- Capital project budgeting and funding has become more complex with various grant programs, financing options and public-private collaborations. With InScope you can easily manage all funding sources and allocate them across budgets and projects any way you want.

- InScope elegantly resolves multi-funding allocation by allowing fund allocations to individual project elements – like editing a percentage or dollar allocation in a spreadsheet. And because time and cost are entirely interlinked, you can easily comprehend and manage the utilization of funding sources over time.
- **PLAN – Project Planning that’s EASY, FAST, and INTUITIVE!**
 - Programs, Projects, Scopes, Costs, Schedules, Budgets and more ... are all in a simplified grid experience like your spreadsheets. InScope is not clunky or confusing – it’s a simple tool your project management team can REALLY use to spend less time managing work and more time doing work.
 - A core goal of InScope is to get the information you need with minimal “clicks”, rather than buried in options, menus, and screens. InScope groups data in expandable and collapsable views called “Sockets”, similar to spreadsheets. With InScope Sockets, you can drill into the detail in one click, and never leave the screen!
- **DELIVER – Assure CIP delivery like never before**
 - Once you determine the right mix of CIP projects, you want to assure they’re done on-time, done on-budget, and done right. What gets measured gets done and InScope’s simple yet powerful project management tools keep your teams engaged and proactive. In one screen, you can monitor and control scope, time, cost and quality progress as well as instantly filter to the right mix of program and/or project data.
 - Use InScope Estimates & Contracts to manage every consultant, contractor, or vendor on your project. Use the InScope Project Status Report for routine Scrum & review meetings to keep your project teams on the same page. Use InScope Workloads to not only understand who’s doing what but know for certain everything can get done without overload or delays. And the InScope team can work with you to provide or enable any custom BI report, dashboard or integration you may need.

Our vision is to make CIP planning & management easier, better, more transparent and more defensible.

InScope Subscription Services Agreement

THIS AGREEMENT is entered into between the City of Chelan, Washington located at 135 E Johnson Avenue, Chelan, WA 98816, its successors and assigns, hereinafter called AGENCY and Project Data, LLC, a Missouri Corporation d/b/a InScope, its successors and assigns, hereinafter called InScope.

a. Subscription Fee

Unlimited users and unlimited projects are included in the 30-day trial period and the annual subscription fee.

There is no subscription fee during the 30-day trial period. Once the trial period is complete, the first InScope annual subscription fee will be invoiced upon execution of this InScope Subscription Services Agreement and due within 30 days.* The first annual subscription fee will be prorated against the nearest number of whole months remaining until the AGENCY's Selected Renewal Date (presumed to be the first day of the AGENCY's fiscal year unless otherwise set by the AGENCY) divided by 12 months. Subsequent annual subscription renewal fees will be invoiced at the beginning of the AGENCY's Selected Renewal Date and due within 30 days.* The AGENCY may choose a new Selected Renewal Date once per subscription period.

For the program(s) defined and managed within the InScope System settings, InScope's annual subscription fee is \$2,500 for the following workspaces:

- Projects (Overview)
 - Project Management
- Workloads
- Timesheets
- Expenses
- Vendors
- System

This price is for a system maximum annual budget or cost total of all programs and projects up to \$10,000,000.

*A monthly late fee of 1.5% of the total invoice amount will be charged on all overdue payments.

b. Implementation Fees

InScope is easy to set up, use and maintain and therefore strives to make implementation simple and straightforward. The AGENCY may choose none or one of the four options below to support its implementation and adoption of InScope by initialing the box to the left. InScope implementation fee(s) will be invoiced as indicated by the selected option below.

- ☐ Custom = \$1,500 and includes:
- Up to 10 hours of On-Call Coaching & Support of User Adoption and System Embedment
 - Invoiced monthly as hourly services are completed at a rate of \$150/hour and due within 30 days.*

*A monthly late fee of 1.5% of the total invoice amount will be charged on all overdue payments.

c. InScope Security FAQs

- **How does InScope handle security for logins and management of users?**
 - The first login is created when the account is created. This is an Application Administrator.
 - All other users are created by the Application Administrator and assigned a role in the application.
 - Each role can be customized by the Application Administrator for permissions to each function (create, read, update, delete).
 - Application Administrator(s) also control deactivating user access (history for the user is retained).
- **How does InScope handle security for data that is stored within the software?**
 - The data is stored in the cloud within a Microsoft Azure SQL database with full Microsoft security encryption.
 - The database has a separate firewall to prevent access by anyone other than the system administrator or the application itself.
 - A replicated database specific to any tenant can be established if requested and paid for separately.
- **Does InScope provide any form of audit trail for user changes?**
 - The application stores the date/time and the user of when the record is created, when the record is updated and when the record is deleted.
 - In addition there is a system log of every update transaction.
- **Does InScope plan to meet any of the GDPR requirements?**
 - Not at this time. We plan to only sell domestically at this time but naturally as business needs or opportunities arise, we may eventually expand and need to meet GDPR requirements.
- **Is our data kept separate and isolated from other entity's data?**
 - The data is stored in the same database, but is filtered at a base security level by the tenant id (client id).
 - A replicated database specific to any tenant can be established if requested and paid for separately.
- **Does InScope allow anything to be uploaded, such as documents?**
 - There are areas within the application where documents and/or images can be uploaded as supporting information. This is stored separate from the database in Azure's BLOB Storage (Binary Large Object) and linked to a specific row in the database.
- **Does InScope lease infrastructure or does it host on InScope owned equipment? If leased, what security levels have been established in SLA's with those providers.**
 - Because we're an entirely cloud-based platform, we lease from Microsoft Azure Cloud services and have security levels and backups as established within Azure. Total backups are performed once a week and differential backups are performed once every 12 hours.

d. Terms and Conditions of Service

Definitions

“Project Data LLC”, “Project Data”, “InScope”, “Company”, “we”, “our”, or “us” – refers to Project Data, LLC dba InScope.

“Service”, or “Services” – refers to any and all websites, applications and digital products provided by InScope.

“You”, “Your”, “Account Owner”, or “Customer” – refers to the people (users) or organizations (firms, companies) that have created an account with our service.

Acceptance of Terms

By accessing or using the InScope software, services, or website, you agree to be bound by these Terms and Conditions ("Terms"). These Terms govern your use of the Service provided by InScope.

The Services

The Services provides a collection of electronic software tools and resources for organizations and individuals, including program and project management, databases, calculations, automations, and workflows for managing activities surrounding capital program management, project management and contract management functions, among others. This suite of software tools and resources is known as “InScope”.

By subscribing or using any of the Services you agree to be bound by these Terms. If you are using the Services on behalf of an organization, you are agreeing to these Terms for that organization and that you have the authority to bind that organization to these Terms (in which event, "you" and "your" will refer to that organization) unless that organization has a separate agreement in effect with us, in which event the terms of that contract will govern your use of the Service. You may use the Services only in compliance with these Terms and only if you have the power to enter into a contract with InScope and are not barred under any applicable laws from doing so.

InScope is continually improving our Services and we reserve the right, at our sole discretion, to make changes, updates, or enhancements to the Service at any time. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

Accounts

When you create an account with us, you must provide information that is accurate, complete, and current at all times. Failure to do so may result in termination of your account on our Service.

You are responsible for maintaining the confidentiality of any system credentials including usernames, passwords associated with any account that you use to access the Services and for any activities or actions under your password. InScope will not be responsible for any breaches of security due to your failure to do so. If you believe that the security of your account has been compromised in any way, you must notify InScope immediately by emailing us at support@getinscope.com.

The Account Owner is responsible for all information and data posted to the platform along with all interactivities that occurs within the account. That includes all information posted by Agents.

Subscriptions

Payments for subscription to the services will be set with monthly recurring or annual options and will automatically be renewed unless otherwise cancelled by you or InScope under our Termination Policy.

If payments are not received, your account may be suspended. Service will not be allowed until full payment is received, and your account is current. If the account has been inactive for six months, it will be subject to cancellation.

All fees are exclusive of taxes or duties imposed by taxing authorities. You are responsible for payment of taxes or duties.

License to Use

InScope grants you a revocable, non-exclusive, non-transferable, limited license to access and use the Service strictly in accordance with these Terms.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by InScope. InScope assumes no responsibility for the content, privacy policies, or practices of any third-party sites or services.

Acceptable Use

You are prohibited from using the Service to engage in illegal activities, infringe upon any intellectual property rights, transmit harmful code, or otherwise interfere with or disrupt the Service.

This is an Agreement for Services. You are not granted a software license by this Agreement. You will not attempt to reverse engineer, decompile, or attempt to view or capture the source code or underlying structure. You shall not use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, data mining tools, or the like) to "scrape" or download data from any web pages or applications contained within the Website and underlying applications and databases.

Copyright Protection and Intellectual Property

The Service, including all material and content therein, is the property of InScope and is protected by copyright and intellectual property laws. You agree to follow all copyright and proprietary notices and not to alter or use such material in any way not expressly permitted by these Terms.

User Data

Data that was provided by you such as lists, users, employees, projects, offices, budgets, vendors, timesheets, expenses, contracts, programs, funds, files and any other account-specific data is your data and is not restricted in

any way by the Terms. Data that was not provided by you, and is provided through the website and software, is only to be used in conjunction with Services, and may not be downloaded for use on any other website or for any other purpose.

You agree that InScope may collect and use data derived from the Service. Data about any users and their access and use of the Services, will be anonymized, aggregated, or otherwise de-identified such that the data cannot reasonably identify a particular user. De-identified data will have all direct and indirect personal identifiers removed, including but not limited to name, ID numbers, date of birth, demographic information, location information, and company. InScope may use such de-identified data as well as all other data to operate, analyze, improve, or market our Services.

InScope reserves the right to temporarily disable your account if your usage significantly exceeds the average usage of other customers of the Services. In that event InScope will notify the account owner before taking any action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.

Cancellation

You may cancel your Account at any time through your Manage Subscription page. Account owners are responsible for properly cancelling their account. You can find instructions on how to cancel your account within your account profile section. For help cancelling your account, you can reach out to our Support Team at support@getinscope.com. Cancellation of a Monthly Paid Account or Annual Paid Account will be effective at the end of the current month and/or annual subscription.

All information and data will be inaccessible from our Services immediately upon cancellation. Within a 120-day period of cancellation, all account details and information will be permanently deleted from the InScope platform and our backups. This means that data will not be able to be recovered once it is permanently deleted.

Termination

InScope reserves the right to terminate or suspend your account and access to our Service immediately, without prior notice or liability, for any reason whatsoever, including breach these Terms, with or without notice. Upon termination, your right to use the Service will immediately cease.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

InScope reserves the right to terminate and delete your account including all activity and data if you haven't renewed your subscription for Services for 3 consecutive months. InScope will provide you with notice via the email address associated with your Account Owner before we do so.

InScope reserves the right to terminate or suspend any account and refuse current and future use of our Services at any time for any reason. Suspension means that the Account Owner will not have access to our services and data. Termination will result in the deletion of the account and forfeiture from your data within the account.

Refund Policy

Annual subscription amounts due are payable in the currency set forth in the applicable invoice and are non-cancelable and non-refundable unless otherwise provided in these Terms or negotiated by a customer-specific agreement.

Copyright

All content posted on the InScope platform must comply with U.S. copyright law.

InScope claims no intellectual property rights over the material you provide to the InScope platform. All materials uploaded remain yours.

You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, visual design elements, APIs, database, or any other portion of InScope's "code" without express written permission from InScope. You must request permission to use InScope's logo or any Service logos for promotional purposes. Please contact us for requests to use logos. InScope reserves the right to rescind this permission without notice for any reason.

You shall not modify or otherwise configure another website so as to falsely imply that it is associated with the InScope platform or Service.

Disclaimer of Warranties

InScope provides the services "As Is", "As Available", and with "All Faults". To the full extent permissible by applicable law, InScope disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, and the accuracy of the data. InScope will not be liable for damages of any kind arising from the use of the site or services, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages. By using the services, you agree that your use of the site and services are at your sole risk.

Indemnification

Customer hereby agrees to indemnify and hold harmless InScope and its partners or affiliates and the respective directors, officers, employees, contractors, and agents of each against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing.

Limitation of Liability

InScope shall not be liable for any indirect, incidental, special, consequential, or punitive damages resulting from your use of the Service.

To the fullest extent permitted by law, in no event shall InScope, its affiliates, contractors, or partners be liable for: (A) Any direct, special, incidental, punitive, exemplary or consequential damages, or (B) any loss of use, data, business, or profits, regardless of legal theory.

InScope shall not have liability with respect to the services, obligations under this agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages, even if InScope has been advised of the possibility of such damages. In any event, the liability of InScope to the Customer for any reason upon cause of

action shall be limited to the lesser of the amount of \$100 or the amounts paid by the Customer to InScope for the past 12 months of services. This limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence strict liability, misrepresentation, and other torts.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Missouri, United States, without regard to its conflict of law provisions.

InScope's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

InScope reserves the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 business days' notice via email, website and / or blog posts, prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact us at support@getinscope.com.

e. Privacy Policy

Definitions

"Project Data LLC", "Project Data", "InScope", "Company", "we", "our", or "us" – refers to Project Data, LLC dba InScope.

"Service", or "Services" – refers to any and all websites, applications and digital products provided by InScope.

"You", "Your", "Account Owner", or "Customer" – refers to the people (users) or organizations (firms, companies) that have created an account with our service.

Background

Project Data LLC ("us", "we", or "our") dba InScope operates InScope at <https://getinscope.com> (the "Site"). This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Site.

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally identifiable information' (PII) is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

What personal information do we collect from the people that visit our website or app?

When subscribing, ordering, or registering on our site, as appropriate, you may be asked to enter your name, email address, mailing address, credit card information, representative organization information or other details to help you with your experience.

When do we collect information?

We collect information from you when you place an order or enter information on our site.

How do we use your information?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, visit the website, or use certain other site features in the following ways:

- To improve our website to better serve you.
- To deliver InScope services.
- To allow us to better service you in responding to your customer service requests.
- To quickly process your transactions.
- To send periodic emails regarding your order or other products and services.

How do we protect visitor information?

We take multiple security measures to protect your information against unauthorized access by maintaining appropriate physical, electronic, and other procedures to safeguard and secure the information and data stored within InScope. While no computer system is completely secure, we believe the measures we have implemented reduce the likelihood of security problems to a level appropriate to the type of data involved.

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user places an order enters, submits, or accesses their information to maintain the safety of your personal information.

All credit card and other electronic payment transactions are processed through a gateway provider and are not stored or processed on our servers.

Changes to this Privacy Policy

This Privacy Policy is effective as of August 1, 2022 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page. We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy. If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website. Contact Us If you have any questions about this Privacy Policy, please contact us.

Do we use 'cookies'?

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember your settings in the applications. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We use cookies to:

- Understand and save user's preferences for future visits.
- Compile aggregate data about site traffic and site interactions in order to offer better site experiences and tools in the future. We may also use trusted third-party services that track this information on our behalf.
- Within the InScope platform, we may use cookies and other technologies to provide the services for your account and user sessions.

If you disable or turn cookies off, some features and some of our services may not function properly.

Third-party disclosure

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide users with advance notice. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or serving our users, so long as those parties agree to keep this

information confidential. We may also release information when its release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses as outlined in the InScope Terms of Service.

Third-party links

We do not include or offer third-party products or services on our website.

California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy. - See more at:

<http://consumercal.org/california-online-privacy-protection-act-caloppa/#sthash.0FdRbT51.dpuf>

According to CalOPPA we agree to the following:

Users can visit our site anonymously.

This privacy policy will be accessible through a link on our home page or as a minimum on the first significant page after entering our website.

Our Privacy Policy link includes the word 'Privacy' and can easily be found on the page specified above.

Users will be notified of any privacy policy changes on our Privacy Policy Page.

Users are able to change their personal information by logging in to their account.

Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe.

Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

To be in line with Fair Information Practices we will take the following responsive action, should a data breach occur we will notify the users via email within 7 business days.

We also agree to the Individual Redress Principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or government agencies to investigate and/or prosecute non-compliance by data processors.

CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address to:

- Send information, respond to inquiries, and/or other requests or questions including product and service inquiries, and technical support.
- Process orders and to send information and updates pertaining to orders.
- We may also send you additional information related to your product and/or service.

To be in accordance with CANSPAM we agree to the following:

- NOT use false or misleading subjects or email addresses.
- Identify the message as an advertisement in some reasonable way.
- Include the physical address of our business or site headquarters.
- Monitor third-party email marketing services for compliance if one is used.
- Honor opt-out/unsubscribe requests quickly.
- Allow users to unsubscribe by using the link at the bottom of each email.

If at any time you would like to unsubscribe from receiving future emails, you can email us by following the instructions at the bottom of each email and we will promptly remove you from our correspondence. This opt-out does not apply to transactional emails about your account status, replies to your request for information or customer service, and other transactional email communications.

Contacting Us

If there are any questions regarding this privacy policy you may contact us at support@projectdata.com

IN WITNESS WHEREOF, InScope and COUNTY have executed this Agreement. The individuals signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the parties for whom they sign.

InScope

[AGENCY NAME] (AGENCY)

Kevin Corwin

Signature

Name: Kevin Corwin

Title: Principal

8/6/2024

Date:

85-1129646

Fed. Tax I.D. No.

Signature

Name:

Title:

Date:

Fed. Tax I.D. No.

DRAFT

TENTATIVE ADVANCED AGENDA WORKSHEET

For Planning Discussion Purposes Only

as of August 6, 2024

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

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. J-U-B Engineering On-Call Services (Farris)
 - b. HDCA Contribution Agreement for the Main Street Program (Tupling)
 - c. Chelan County Sheriff's Office Marine 2 Patrol Vessel Funding Request (Farris)
6. Administrative Reports
 - a. ARPA Obligation Finalization
 1. Affordable Housing
 2. Boys and Girls Club
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
 - b. Assignment of Airport Lease Agreement Between Richard Kneipp to Matthew C. Kneipp, Lot No. 107, 108 & 109 (Tupling)
 - c. Assignment of Airport Lease Agreement Between Trimberger Living Trust to XXX LLC Lot No. (Tupling)

September 3, 2024 Workshop

1. Lake Chelan Chamber of Commerce Tourism Discussion (Steele/Mayor)
2. Ag Tourism Update (Ajax)
3. PROS Plan Discussion (Horne)
4. Public Works Vehicle Discussion (Youngren)

September 10, 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. STIP Survey Findings
- 7. Informational Items
 - a. Tentative Advanced Agenda
 - b. Council Committee Reports (Various Councilmembers)

September 10, 2024 Airport Board

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

September 24, 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. Our Valley Our Future (OVOF) Update (Maher/Mayor)
- 7. Informational Items
 - a. Tentative Advanced Agenda
 - b. Council Committee Reports (Various Councilmembers)

September 24, 2024 Airport Board

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

October 1, 2024 Workshop

- 1. (T) Budget Workshop
 - a. 2025-2030 Proposed Capital Improvement Program Discussion (Tupling)

October 8, 2024 City Council

- 1. Minutes
- 2. Consent Agenda
 - a. Checks and Payroll
- 3. Special Presentations
 - a.
- 4. Public Hearings
 - a.
- 5. Motion Considerations
 - a. 2024 Budget Amendment (Tupling)

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

October 8, 2024 Airport Board

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

October 10, 2024 Special Meeting - Budget Workshop - Tentative

- 1.

October 15, 2024 Special Meeting - Budget Workshop

- 1. Community Agency Funding Request Presentations

October 22, 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)

October 22, 2024 Airport Board

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

October 22, 2024 TBD Meeting

- 1. Minutes
 - a. July 23, 2024

Upcoming Topics:

Budget Meeting Dates and Action

1. Wednesday, November 6, 2024 – REGULAR Budget Workshop
2. November 12, 2024
 - a. 2025 Property Tax Levy & Other Revenue Sources (T)
 - b. Copies of the Proposed Budget will be available online or in person (T)
3. Thursday, November 14, 2024 – Budget Workshop (T)
4. November 26, 2024
 - a. Ordinance No. 2024-16XX Property Tax Levy
 - b. Public Hearing – 2025 Proposed Final Budget (City Council + LC Airport)
5. December 3, 2024 – Budget Workshop
6. December 10, 2024
 - A. Authorization to Pay Year-End Expenditures (City Council + LC Airport)
 - b. 2024 Budget Amendment (City Council + LC Airport)
 - c. 2025 Budget Adoption (City Council + LC Airport)

December 2024

- a. Appointment of Advisory Board and Commission positions

January 2025

- b. Fuel RFQ – Lake Chelan Airport (Farris)
- c. Amendment STIP (Youngren)

Liaison Committee Report

Name of Meeting: *

Lake Chelan School District

Date of Meeting: *

2024-07-22

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.

2024-25 Budget presentation by Fabi Lara.

Celebrations and year end report by Brad Wilson

Financial report by Fabi

All Action Items approved by the board

Meeting ended with an Executive session (no action taken)

Agenda, 2024-25 budget, year end report, Financial report, and action items attached.

Upload applicable meeting documents here if available:

Max upload is 25MB per file

School board July 22 2024.pdf

14.62MB

Submitted By

Signature *

Jon M. Higgins

Signature Date *

2024-08-09