

CHELAN CITY COUNCIL
AGENDA

1. CALL TO ORDER
2. ROLL CALL
Cooney__McCardle__Allen__Isenhardt__Dobbs__Harper__Morehouse__Steele__
3. AGENDA CHANGES
4. CITIZEN COMMENTS
Items not on the agenda. Time limited per the Mayor.
5. MINUTES
 - A. Approve Minutes of the April 26, 2016 Regular City Council Meeting (Gallucci) 3 - 6
[Draft April 26, 2016 Minutes](#)
6. CONSENT AGENDA
 - A. May 10, 2016 Claim & Payroll Warrants Approval (Allen)
 - B. Northwest Property Exchange, LLC Utility Extension Agreement 7 - 16
[Agenda Bill 2016-028](#)
[Exhibit 1 - Utility Extension Agreement](#)
[Exhibit 2 - Location Map](#)
7. SPECIAL PRESENTATIONS
 - A. None
8. PUBLIC HEARINGS
 - A. Tourist Mixed Use Drive Thru Addition Text Amendment (Gildroy) 17 - 32
[Agenda Bill 2016-023](#)
[Exhibit 1 - PC Action Sheet](#)
 - B. Non-Conforming Single Family Residence Text Amendment (Gildroy) 33 - 37
[Agenda Bill 2016-024](#)
[Exhibit 1 - PC Action Sheet](#)
 - C. Revised Livestock Ordinance (Gildroy) 38 - 54
[Agenda Bill 08-033B](#)
[Exhibit 1 - PC Action Sheet](#)
[Exhibit 2 - PC Recommendation](#)
[Exhibit 3 - Simplified Livestock Revision](#)
[Exhibit 4 - City of Wenatchee Livestock Code](#)
[Exhibit 5 - Public Comment](#)
9. ORDINANCES, RESOLUTIONS, OTHER ITEMS
 - A. Lakeshore RV Park WiFi Agreement (Sargeant) 55 - 65
[Agenda Bill 2016-025](#)
[Exhibit 1 - Professional Services Agreement](#)
[Exhibit 2 - LocalTel Quote](#)
 - B. SR 150 Sewer Pipeline Improvements Bid Award (Van Epps) 66 - 71

[Agenda Bill 2016-026](#)

[Exhibit 1 - Bid Tabulations](#)

[Exhibit 2 - Gray & Osborne Recommendation Letter](#)

C. Chelan Fruit Utility Extension Agreement (Van Epps) 72 - 81

[Agenda Bill 2016-027](#)

[Exhibit 1 - Utility Extension Agreement](#)

[Exhibit 2 - Location Map](#)

10. MAYOR AND COUNCIL COMMENTS

11. CITY ADMINISTRATOR & STAFF REPORTS

12. RECESS

A. Airport Board Meeting

82 - 83

[Airport Board](#)

13. EXECUTIVE SESSION

14. ADJOURNMENT

"Worldly wisdom teaches that is better for reputation to fail conventionally than to succeed unconventionally."

John Maynard Keynes

City of Chelan Vision Statement

"A welcoming community dedicated to a thriving year round economy and the preservation of Lake Chelan."

MINUTES OF THE APRIL 26, 2016 COUNCIL MEETING
City Hall, 135 East Johnson Avenue, Chelan, Washington

1. CALL TO ORDER

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

2. ELECTED OFFICIALS PRESENT: Mayor Cooney, Councilmembers Allen, Dobbs, Harper, Isenhardt, McCardle, Morehouse and Steele.

STAFF PRESENT: City Administrator Schmidt, City Attorney Batjer, Assistant City Attorney Galbraith, City Clerk Gallucci, Parks, Recreation & Community Services Director Sargeant Planning Director Gildroy, Public Works Director Van Epps, and Development Program Manager Deanne Reynolds,

3. AGENDA CHANGES

- A. None

4. CITIZEN COMMENTS

- A. John Anderson, Chelan, introduced Brian and Amanda Winn who purchased the Lakeside School. He also thanked Council for their support while Chelan Valley Hope worked to purchase the Bradley Street Building. He thanked Councilmember Harper for him giving the first check to the campaign and thanked various other people for their work and support.
- B. Diane Wayne, Chelan, purchased the Whaley Mansion. She shared the changes she has made to the mansion and shared her future plans. She invited everyone to an open house on April 29, 2016.

5. MINUTES

Ms. McCardle moved to approve the minutes as follows. Second by Mr. Steele. Motion passed unanimously.

- A. Minutes of the April 12, 2016 Regular City Council Meeting
B. Minutes of the April 19, 2016 Special City Council Work Session

6. CONSENT AGENDA

Mr. Steele moved to approve the consent agenda follows. Second by Mr. Morehouse. Motion passed unanimously.

- A. April 26, 2016 Claim Warrants No. 86746 to 86829 totaling \$537,289.17 including voided Warrant No. 86827 which was replaced with 86830 for the same amount to a different vendor and Payroll Warrants No. 47668 – 47754 totaling \$170,708.53.

7. SPECIAL PRESENTATIONS

- A. LAKE CHELAN WATERSHED PRESENTATION: Mike Kaputa, Director, Chelan County Natural Resources Department, distributed a handout and gave a presentation regarding water rights and the water quality of Lake Chelan.

No action required.

8. PUBLIC HEARINGS

- A. None.

9. ORDINANCES, RESOLUTIONS, AND OTHER ITEMS

- A. LAKE CHELAN LEASING COMPANY AGREEMENT ADDENDUM: Ms. Sargent informed Council this was for the Lake Chelan Leasing Company to utilize an extra twenty feet of dock during the summer months. The concession fee was increased to \$1,025 annually.

Ms. McCardle moved to authorize the Mayor to enter into the Shoreline Watercraft Concession Agreement Addendum with Lake Chelan Leasing Company for 2016-2018 with the fee amount increased to \$1025, annually. Second by Mr. Steele. Motion passed unanimously.

- B. LAKE CHELAN SAILING ASSOCIATION AGREEMENT: This item was removed from the agenda.

- C. MOSAIC PLANNING PROFESSIONAL SERVICES AGREEMENT: Mr. Gildroy stated Ms. Strieby would be updating the Housing Component for the Growth Management Act.

Ms. McCardle moved to authorize the Mayor to sign the Mosaic Planning Studio Professional Services Agreement. Second by Ms. Allen. Motion passed unanimously.

- D. LOOKOUT WINERY DISTRICT PLANNED DEVELOPMENT ADOPTING ORDINANCE: Mr. Galbraith reviewed the proposed ordinance adopting the Development Agreement between the City and The Lookout.

Ms. Allen moved to adopt Ordinance No. 2016-1508 as prepared by the City Attorney approving the Winery District Planned Development District and the Development Agreement between the City and Chelan Lookout LLP. Second by Mr. Steele. Motion passed unanimously.

10. MAYOR AND COUNCIL COMMENTS

Ms. Allen

- Asked Mr. Schmidt for an update on the water running alongside the road.
- Expressed concern regarding a piece of floating pier at Crystal View Estates and asked what could be done. The HOA for Crystal View Estates will be contacted.

Mr. Dobbs

- Stated Mr. Phil Long is also amazing.
- Sent Councilmembers a letter earlier in the morning regarding the Woodin Avenue Bridge and had some suggested signage he would like placed by the bridge.

Mr. Harper

- Mr. Kaputa is a big asset. He knows how to work with the agencies and he applauds him for his work.

Ms. Isenhardt

- The litter pick up was great and they picked up a lot of litter and she asked if anyone noticed how clean Chelan is.
- Is on the PUD Substation Task Force and said the power station is between Chelan and Manson. The electric lines are at 85% capacity so PUD has to build a new substation or start rationing.
- Thanked Ms. Sargeant for helping her come up with an ad for the HWY 97 brochure.

Ms. McCardle

- Passed.

Mr. Morehouse

- Thanked Mr. Kaputa.
- Attended the Chelan Valley Hope coronation. He could feel the very positive energy that exists there.

Mr. Steele

- Passed.

Mr. Cooney

- Attended the Mainstreet Program Conference at Campbell's Resort. It is a great program and they had their conference in Chelan to support the city after the fires of last year.
- Attended Mayor's Conference hosted by Congressman Reichert.
- Asked Council to give some thought as to the best way to handle the vacation rental issues. Nice to see a letter from a homeowner being willing to address Council's concerns.
- Will be in Wenatchee tomorrow for AWC's Mayor's Forum.

11. CITY ADMINISTRATOR/STAFF REPORTS

Mr. Schmidt

- May 9, 2016 is the AWC Small City Connector in Oroville. Let the Clerk know if you want to go.
- The Chamber will be hosting Rio Tinto.
- The Mayor is working on brush removal.

- Attended an emergency response coordination meeting.

Mr. Gildroy

- Passed.

Mr. Van Epps

- East Woodin Avenue Sidewalk Project is progressing. They are looking at the process of how to blend the sidewalk with adjoining properties.

Ms. Sargeant

- Gave kudos to Jane Farris for the work on the ad.
- Planning a ground breaking ceremony for the new Parks Administration building the week of May 16th, 2016. It will be strictly ceremonial.
- The Parks Department will be holding an Arbor Day Celebration at Don Morse Park.

12. RECESS

The City Council meeting was recessed at 7:14 p.m. to allow the Mayor and Councilmembers to participate in the Airport Board Meeting. The Council meeting reconvened at 7:15 p.m. following adjournment of the Airport Board Meeting.

13. EXECUTIVE SESSION

A. None.

14. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:15 p.m.

DATE APPROVED BY COUNCIL:

Peri Gallucci
City Clerk

Michael Cooney
Mayor

AGENDA BILL NO. 2016-028

BUSINESS OF THE CITY COUNCIL
CHELAN, WASHINGTON

SUBJECT: Northwest Property Exchange,
LLC Utility Extension
Agreement

EXHIBITS
1. Utility Extension Agreement
2. Location Map

FOR AGENDA OF: May 10, 2016

ORIGINATOR: Dwane Van Epps
Public Works Director

Reviewed by Attorney: Yes

EXPENDITURE	AMOUNT	APPROPRIATION	FINANCE
REQUIRED:	BUDGETED:	REQUIRED:	DIRECTOR:

AUTHORITY: CMC 13.34.020 Policy – Utility extension – Inside urban growth area. “It is the policy of the city that city utility services be extended to property outside the city’s corporate boundaries, but within the city’s urban growth area, only if such extension is consistent with sound urban planning, and that such properties ultimately be annexed into the city at a time deemed appropriate by the city”.

***** SUMMARY STATEMENT/ISSUES *****

Northwest Property Exchange, LLC is rebuilding their structures following their loss during the 2015 Chelan Complex Fire. The owner wishes to connect their shop and apple storage facility to the City’s domestic water system. The Chelan Municipal Code requires the owner to execute a utility extension agreement with the City. Prior to receiving such service, the agreement provides for annexation at the City’s discretion.

Public Hearing Legislative Matter Other: _____

Suggested Motion:

I move the City enter into the proposed Utility Extension Agreement with Northwest Property Exchange, LLC consistent with Chapter 13.34.020 of the Chelan Municipal Code.

UTILITY EXTENSION AGREEMENT

(outside City limits / within urban growth area)

THIS UTILITY EXTENSION AGREEMENT is made between the City of Chelan, a municipal corporation (the "City") and below identified owner of real property located outside the City's corporate limits (the "Owner").

RECITALS

A. The City owns and operates domestic water and wastewater utility systems (the "Utility Systems") and provides services therefrom (the "Utility Services") to its residents;

B. The Owner owns ~~and resides on~~ real property described in *Exhibit A* (the "Service Property");

INITIAL
[Signature]

D. The Service Property is located outside the City's corporate limits, and within the designated urban growth area for the City.

E. The Owner desires the City provide Utility Services to the Service Property;

F. The Owner has petitioned the City to be connected to the Utility Systems, and the City's Council has approved such connection pursuant to CMC 13.34; and

G. The City and the Owner are required to enter into this Utility Extension Agreement, pursuant to CMC 13.34.

AGREEMENTS

1. Incorporation of Recitals. The Recitals are incorporated herein by this reference and are binding commitments and representations.

2. Provision of Utility Services to the Service Property. The City shall permit the connection of the Service Property to the Utility Systems and shall provide Utility Services to the Service Property.

3. Use of Sewer Services. Pursuant to CMC 13.34.060, the Owner shall not use the Service Property in a manner which shall cause the Service Property to generate wastewater in an amount in excess of that typically generated by a ~~single-family residence.~~

INITIAL
[Signature]
CA STORAGE FACILITY

4. Policies, Rules and Regulations. The provisions and requirements pertaining to the City's Utility Systems, as they currently exist, and may hereafter be amended, including without limitation the provisions of Title 13 of the Chelan Municipal Code, the Sections 2 and 3 of the Chelan Development Standards, and the Chelan Rate Resolution are incorporated into this Agreement by reference (the "Utility Standards"), and the Owner shall comply with the Utility Standards. To the extent the provisions of this Utility Extension Agreement are inconsistent with the provisions of the Utility Standards, the provisions of the Utility Standards shall govern.

5. Commencement / Continuation of Annexation Procedure. Upon the circumstances providing for the Service Property to become eligible for or subject to annexation to the City, and at the request of the City, the Owners shall commence a petition to annex the Service Property to the Service Property, shall continue to exercise their best efforts to secure the annexation of the Service Property into the City, and / or shall not object to the Service Property being joined into an annexation of other property to the City. To effectuate the covenants of this section, the Owners appoints the City as the Owner's agent for such annexation process.

6. CMC 13.34 Provisions. Pursuant to CMC 13.34.060,

a. Agreement to Run with the Service Property. This Utility Extension Agreement shall be recorded with the Chelan County Auditor's office, and shall constitute a covenant running with the Property. All covenants and provisions of the Utility Extension Agreement shall bind the Owner and all other persons subsequently acquiring any right, title or interest in or to the Property.

b. Warranty of Title. The Owner warrants that they are the fee owners of the Service Property, and are authorized to enter into the Utility Extension Agreement.

c. Costs of Design, Engineering and Construction of Connection. The Owner shall pay all costs of design, engineering, review, construction and inspection of the connection of the Service Property to the Utility System, which shall be accomplished to City standards and conform to plans approved by the Public Works Director.

d. Capacity Commitment Payments. The Owner shall pay for the City's reservation of sewer and/or water capacity, which is calculated as a percentage of the connection fee for the utility service. Such payments shall be made under the payment schedule determined by the City.

e. Easements and Permits. The Owner shall secure and obtain at the Owner's sole cost and expense, all permits, easements and licenses necessary to provide for the connection of the Service Property to the Utility System.

f. Dedication of Capital Facilities. The Owner shall dedicate all capital facilities constructed as part of the connection to the Utility System, at no cost to the City, upon the completion of construction, approval and acceptance by the City.

g. Connection Charges. The Owner shall pay the connection charges set by the City as a condition of connection to the Utility System.

h. Agreement Not to Protest Annexation; Limited Power of Attorney. In the event the City requires the Service Property to be annexed into the City, the Owner shall not object to the annexation of the Property to the City, and the Owner shall execute a petition for annexation of the Property when requested to do so by the City. Alternatively, the Owner appoints the City, through its duly appointed Public Works Director or Director of Community Development, as its limited attorney in fact, to execute a petition for annexation, or a waiver of objection to such annexation, on behalf of the Owner.

i. Development of Service Property to Conform to Codes and Standards. The Owner shall comply with all requirements of the City's comprehensive land use plan, zoning and building Codes and the City's Development standards when developing or redeveloping the Property.

j. Termination of Non-Compliance. In addition to all other remedies available to the City for the Owner's non-compliance with the terms of this Utility Extension Agreement, the City shall have the ability to disconnect the Service Property from the Utility System, and for that purpose may at any time enter upon the Service Property.

5. Miscellaneous.

a. Governing Law. This Utility Extension Agreement is executed and delivered and shall be governed by and construed in accordance with the laws of the State of Washington, with all actions to occur in Chelan County, Washington.

b. Binding Effect. The Agreements and covenants contained in this Utility Extension Agreement shall be binding on the parties, and their legal representatives, heirs, successors and assigns and shall run with and bind the Service Property. This Utility Extension Agreement shall not be amended or modified except by the mutual consent of the parties hereto expressed in writing. This Utility Extension Agreement shall be recorded in the office of the Auditor of Chelan County, Washington.

c. Specific Enforcement. The parties specifically covenant the obligations of the parties may be subject to the remedy of specific enforcement by the Chelan County Superior Court.

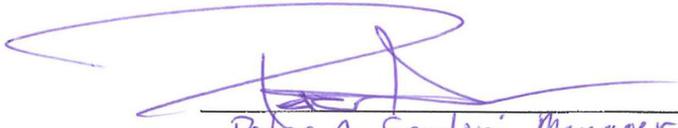
d. Attorneys Fees. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Utility Extension Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any of the terms of this Utility Extension Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the court.

e. Notice. Any notices, except service of process and notice of improper discharge or emergency which may be given personally, telephonically, by e-mail or facsimile, shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the Service Address and the City's office of Public Works.

CITY OF CHELAN

By _____
Mike Cooney, Mayor

OWNER
North West Property Exchange, LLC
Without recourse


Peter A. Spadoni, Manager

State of Washington
County of Chelan

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Chelan, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____.

Signature _____
_____, Notary

Public

My Appointment Expires _____

State of Washington
County of Chelan

of Northwest Property Exchange LLC I certify that I know or have satisfactory evidence that Peter A. Spadoni *as Manager* and _____ are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be ~~their~~ *his* free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 5th day of May, 2016

Signature *Evan McCauley*
Evan McCauley, Notary

Public

My Appointment Expires 1-25-2020

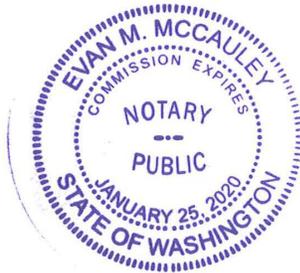


Exhibit A to Utility Extension Agreement

Legal Description

(SEE ATTACHED)

Exhibit A
Real Property

Parcel A

PARCEL B AS DESCRIBED AND DELINEATED ON BOUNDARY LINE ADJUSTMENT NO.
2015-143, CHELAN COUNTY, WASHINGTON, RECORDED JULY 16, 2015 UNDER
AUDITOR'S FILE NO. 2421636.
APN 272319140210

Parcel B

~~PARCEL C AS DESCRIBED AND DELINEATED ON BOUNDARY LINE ADJUSTMENT NO.
2015-143 CHELAN COUNTY, WASHINGTON RECORDED JULY 16, 2015 UNDER AUDITOR'S
FILE NO. 2421636.
APN 272319140200~~

Parcel C

PARCEL D AS DESCRIBED AND DELINEATED ON BOUNDARY LINE ADJUSTMENT
NO. 2015-143, CHELAN COUNTY, WASHINGTON, RECORDED JULY 16, 2015, UNDER
AUDITOR'S FILE NO. 2421636.
APN 272319140153

Chelan County GIS map

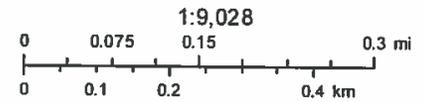
AGENDA BILL NO. 2016-028
Exhibit 2



May 10, 2016

Roads

- | | | | | | |
|--|-------------------|--|--------------------|--|----------------------|
| | County/City Roads | | Private Roads | | Parcels |
| | County Roads | | Condo Common Areas | | |
| | City Roads | | Highways | | |
| | | | | | |
| | | | | | Parcel Number Labels |



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and

AGENDA BILL NO. 2016-023

BUSINESS OF THE CITY COUNCIL
CHELAN, WASHINGTON

SUBJECT: Tourist Mixed Use Drive Thru
Addition Text Amendment
Public Hearing

EXHIBITS
1. PC Action Sheet with Proposal

FOR AGENDA OF: May 10, 2016

ORIGINATOR: Craig Gildroy
Planning Director

Reviewed by Attorney: No

EXPENDITURE REQUIRED:	AMOUNT BUDGETED:	APPROPRIATION REQUIRED:	FINANCE DIRECTOR:
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AUTHORITY: RCW 36.70A.130 Comprehensive plans — Review procedures and schedules — Amendments. (2)(a) Each county and city shall establish and broadly disseminate to the public a public participation program consistent with RCW 36.70A.035 and 36.70A.140 that identifies procedures and schedules whereby updates, proposed amendments, or revisions of the comprehensive plan are considered by the governing body of the county or city no more frequently than once every year

***** SUMMARY STATEMENT/ISSUES *****

The Downtown Land Development code initially proposed the bowling alley property as Downtown Mixed Use zoning which permitted drive through. The Tourist Mixed Use zoning district was introduced at the end of the planning process and was applied for the bowling alley. Drive through was overlooked and the bowling alley was unaware of the revision. Since then, Chelan Lanes has been working on a proposal which includes a drive through. This proposed text amendment proposes to allow drive through as a permitted use within the Tourist Mixed Use zoning district.

Planning Commission recommends approval.

Public Hearing Legislative Matter Other: _____

Suggested Motion:

I move to approve the Tourist Mixed Use Drive Through text amendment as presented and recommended by Planning Commission and instruct staff to prepare the adopting ordinance.

**CITY OF CHELAN
PLANNING AND BUILDING DEPARTMENT**

PC Action

DATE: May 10, 2016
TO: City Council
FROM: City of Chelan Planning and Building
Department

SUBJECT: TMU Drive Through
Zoning Text Amendment – TA2016-01



SUMMARY

The proposal is to allow drive through as a permitted use within the Tourist Mixed Use Zoning District

PLANNING COMMISSION ACTION

On April 20, 2016, The City of Chelan Planning Commission motioned:

<i>Motion: to recommend to City Council to approve drive through as a permitted use within the Tourist Mixed Use zoning district</i>
Motion by: Commissioner Dietrich
Motion seconded by: Commissioner Hollingsworth
Vote: Motion carries

Planning Commission Discussion:

Commissioner Griffith expressed concerns about the Tourist Mixed Use area on Trow. The left turn from SR97A is poor and if the corner lots are allowed a drive through is a concern. Staff indicated that commercial access or driveways must be 150 feet from the intersection and the drive through must provide 84 feet of staking lane on site in order to not have vehicles within the public right of way. Staff indicated that the zoning of this area will be reviewed with this year's Comprehensive Plan update. Staff will be contacting property owners and will hold a workshop to determine if the Tourist Mixed Use zoning district is appropriate. All properties within this area are currently single family residential.

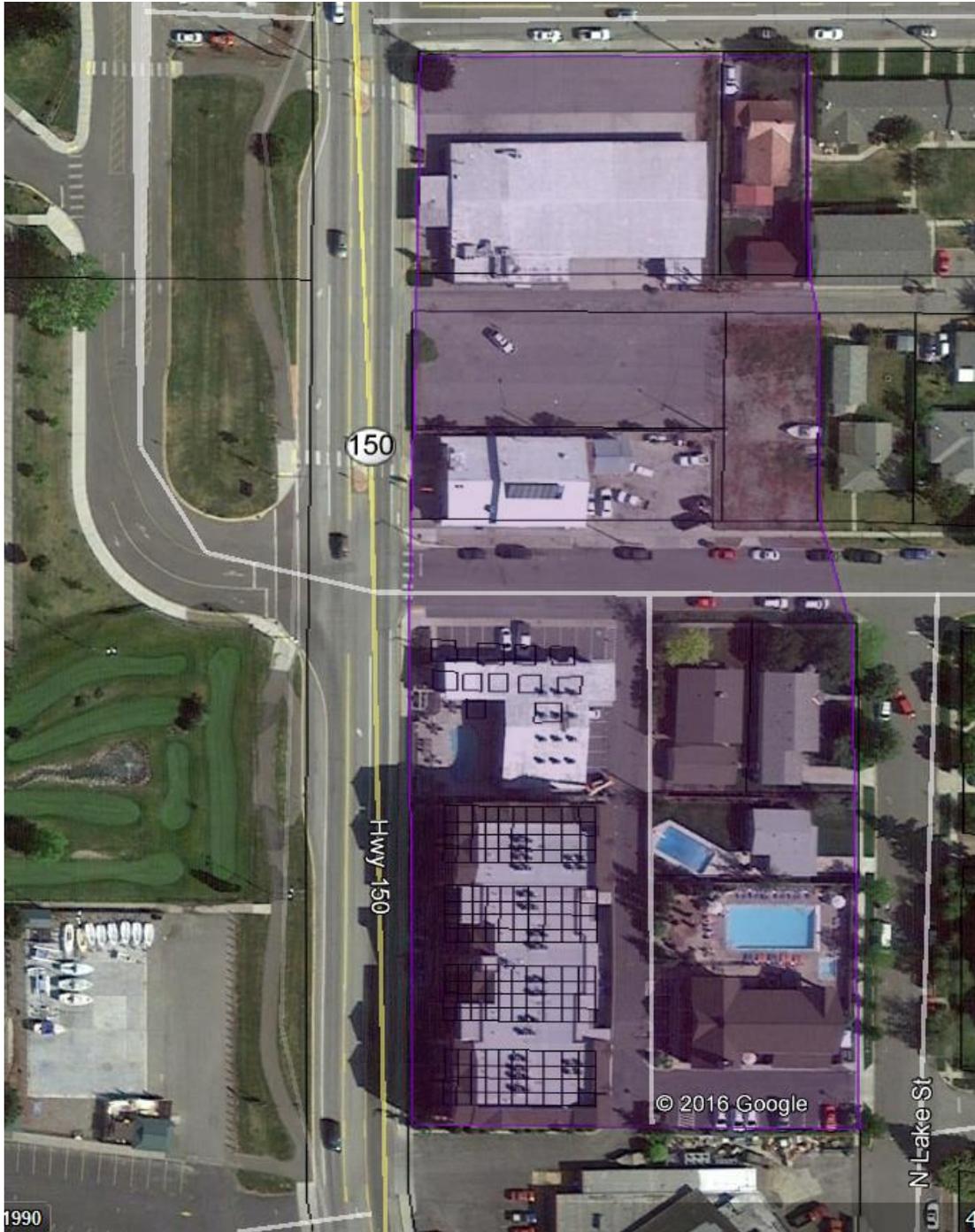
Planning Commission expressed support for Chelan Lanes proposed drive through within the Tourist Mixed Use zoning district. The drive through foot note standards were discussed. These standards were put into place to address drive through on the 100 and 200 blocks of Woodin Avenue and are appropriate for that area but are not applicable within the Tourist Mixed Use areas.

ANALYSIS

In 2010, the Downtown Master Plan and Land Development Code was adopted. This created the Tourist Mixed Use zoning district. Through the drafting of the plan, the Tourist Mixed Use zoning district was added to accommodate short term rental accommodations such as the Lake House. These areas were initially proposed as Downtown Mixed Use zoning district which allows drive through as a permitted use. With the change to Tourist Mixed Use, drive through was not identified as a permitted Use.

Chelan Lanes is within one of the areas initially proposed as Downtown Mixed Use. The City worked with them to allow drive through within this zoning district. It was overlooked to allow drive through within the Tourist Mixed Use zoning district which was eventually applied to the area. Chelan Lanes is developing plans which include a drive through and were unaware that the use was not approved with the Tourist Mixed Use zoning District.

There are four Tourist Mixed Use areas as shown in the below maps:



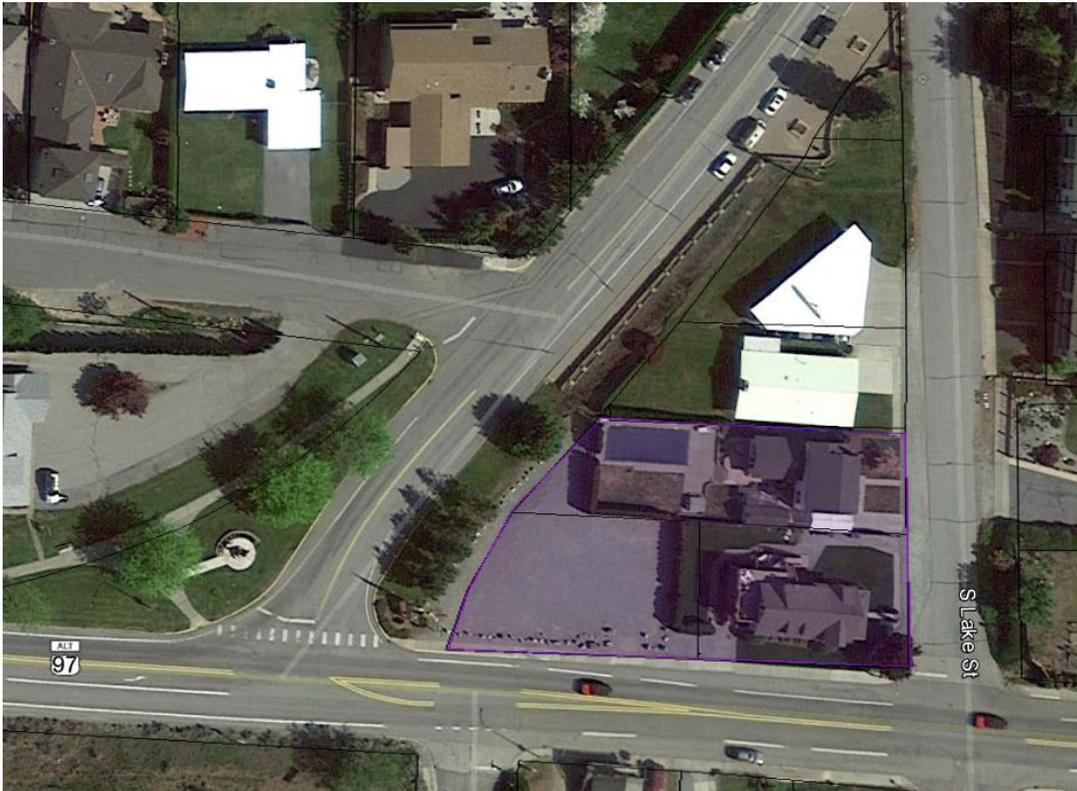
TMU Area 1- Lake House to Bowling Alley on SR150



TMU Area 2- E. Trow



TMU Area 3- Okanogan (Campbell's property)



TMU Area 4- Webster and Lake Street

The Downtown Mixed Use zoning district permits drive through subject to the following:

Commercial uses providing drive-through service are permitted under the following conditions:

- (a) Subject use is not permitted on a designated pedestrian/retail storefront street per Figure 2.
- (b) Proposal utilizes an existing building (constructed as of November 23, 2010).
- (c) No new driveways are proposed.
- (d) The use and proposed design minimizes pedestrian and vehicular safety impacts as determined by the city.

Within the Tourist Mixed Use zoning district, above condition (a) does not apply as there are no designated pedestrian/retail storefront streets. This street type is within the downtown core, mostly the 100 & 200 block of Woodin Avenue, and is therefore unnecessary. The next condition requires an existing building. The Tourist Mixed Use zoning district is encouraging new uses which may require new construction or conversion from single family residential to commercial. Most properties have a current driveway cut as required by condition (c); however site circulation and drive-through requirements may lead to a new driveway cut. The fourth condition to minimize conflicts with pedestrian and vehicles is appropriate and will be part of any building permit review. Staff has modified the proposal to not require these conditions within the Tourist Mixed Use zoning district as the address the downtown core.

Public notice for the public hearing has been provided for in accordance with Title 19 with the public hearing notice published in the Lake Chelan Mirror on October 28th and November 4th. No written public comments have been received.

The proposal requires environmental review (SEPA). After Planning Commission's public hearing, the City expects to issue a determination of non-significance on the non-project application. Specific projects may require their own environmental review.

ATTACHMENTS

1. TMU Drive Through Text Amendment Proposal

17.14.020 Regulating plan – Land use districts and site orientation standards.

A. Purpose. This section establishes land use districts and street type designations together with standards for each district and street type to guide the development of downtown Chelan properties consistent with the vision of the downtown master plan.

B. Regulating Map. The regulating map (Figure 2) designates the locations for five downtown land use districts, indicates applicable height limits, and designates the locations of four different street types.

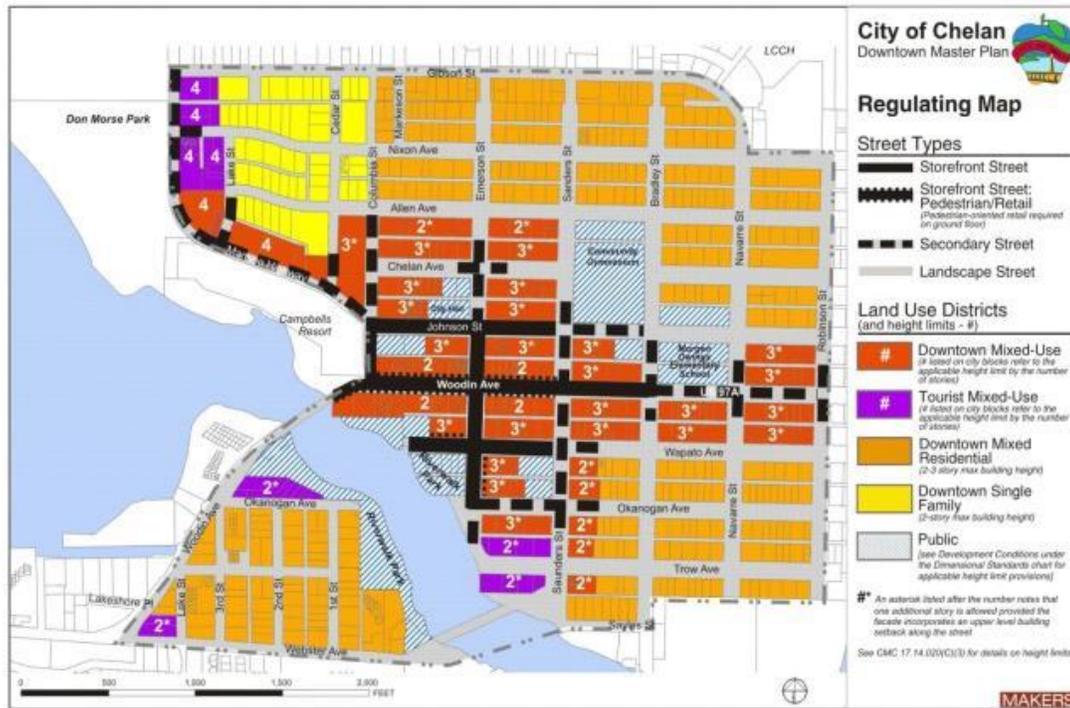


Figure 2. Regulating Map.

C. Overlay District Uses and Dimensional Standards.

1. Land Use Districts Defined.

- a. Downtown Mixed-Use (DMU). The purpose of the DMU district is to provide for a pedestrian-oriented mix of commercial, mixed-uses, and residential uses.
- b. Tourist Mixed-Use (TMU). The purpose of the TMU district is to provide for residential uses and tourist-oriented uses in a pedestrian-friendly setting.
- c. Downtown Mixed Residential (DMR). The purpose of the DMR district is to provide for a mix of residential uses that build on the established historical development patterns within the downtown area.
- d. Downtown Single-Family (DSF). The purpose of the DSF district is to maintain the established single-family character of these areas.

The Chelan Municipal Code is current through Ordinance 1504, passed December 10, 2015.

Chelan Municipal Code

e. Public. The purpose of the public district is to provide for public uses within the downtown planning area.

2. Permitted Uses.

a. Interpretation of Permitted Use Table (Table 1).

i. If no symbol appears in the box at the intersection of the column and the row, the use is not allowed in that district, except for certain temporary uses.

ii. If the letter “P” appears in the box at the intersection of the column and the row, the use is allowed in that district subject to the review procedures specified in Title 19 and the general requirements of the code.

iii. If the letter “C” appears in the box at the intersection of the column and the row, the use is allowed subject to the conditional use review procedures specified in Title 19, the conditional use standards in Chapter 17.56, and the general requirements of the code.

iv. If a number appears in the box at the intersection of the column and the row, the use is subject to the specific conditions indicated in the development condition with the corresponding number immediately following the land use table.

v. The director shall determine whether a proposed land use not specifically listed in a land use table is allowed in a district. The director’s determination shall be based on whether or not permitting the proposed use in a particular district is consistent with the purposes of this title and the district’s purpose as set forth above, by considering the following factors:

(A) The physical characteristics of the use and its supporting structures, including but not limited to scale, traffic and other impacts, and hours of operation;

(B) Whether or not the use complements or is compatible with other uses permitted in the district; and

(C) The use is similar to a permitted use, as listed in the use table.

b. Permitted Use Table.

Table 1. Permitted use table.

	Land Use Districts				
	DMU	TMU	DMR	DSF	Public
RESIDENTIAL USES					
Dwelling, single-family		P	P	P	
Dwelling, two-family (Duplex)		P	P	P ₅	
Dwelling, three-family (Triplex)		P	P		
Cottage housing			P		
Townhouse	P ₇	P	P		
Dwelling, multi-family	P ₇	P	P		
Fractional ownership condominiums and seasonal rentals	P ₇	P			
Accessory dwelling unit (ADU)	P ₇	P	P	P	

The Chelan Municipal Code is current through Ordinance 1504, passed December 10, 2015.

Chelan Municipal Code

	Land Use Districts				
	DMU	TMU	DMR	DSF	Public
Senior assisted living facility or nursing home	P ₇	P	P		
Family day care homes ₁	P ₇	P	P	P	
Mini day care centers ₃	P ₇	P	P	P	
Day care centers	P ₇	P	P ₃	P ₃	
Home occupation	P	P	P _{2,3}	P _{2,3}	
Bed and breakfast	P ₇	P	C ₃	C ₃	
Hotel/motel, condotel, and other transient accommodations	P	P			
COMMERCIAL USES					
Retail, small scale (< 2,000 sf building footprint)	P ₁₀	P ₁₀			P ₆
Retail, medium scale (2,000 – 20,000 sf building footprint)	P _{10,13}				
Retail, large scale (20,001 – 50,000 sf building footprint)	C				
Retail, regional (> 50,000 sf floor area)					
Restaurants, bars, and brewpubs ₃	P ₁₀	P ₁₀			P ₆
Professional office	P ₈	P			
Real estate office	P ₁₄	P			
Banks	P				
Personal service establishments	P	P ₁₁			P ₆
General services establishments	P				
Gasoline station and auto service ₃	P ₇				
Mini-storage and warehouse facility					
Commercial use providing drive-through service	P ₁₅	P			
General industrial ₄	P _{7,12}				
Heavy industrial					
Marijuana retail outlet	C	C			
SPECIAL USES					
Parks and playgrounds including park buildings	C	C	C	C	P
Community recreational facility	C	C	C	C	P
Conference center	P ₈				
Private sports club	P ₈	P			
Government office/structure ₃	P	C	C	C	P
Medical clinic/office, sanitarium ₃	P ₇		C		
Hospital ₃	C		C		C

The Chelan Municipal Code is current through Ordinance 1504, passed December 10, 2015.

Chelan Municipal Code

	Land Use Districts				
	DMU	TMU	DMR	DSF	Public
Mortuary	P ₇		C		
Veterinary clinic or hospital ₃	P ₇				
Church ₃	P	C	C	C	P
Places of public or private assembly (including theaters)	P				P
School	C ₇	C	C	C	P
Museum	P	P			P
Boat launching facilities, marinas and similar facilities	P	P			P
Parking lot or structure	P ₇	P	P ₃		P
Public utility facility ₉	C	C	C	C	C

Table 1 development conditions:

- (1) Family day care homes, subject to licensing requirements of the Washington State Department of Social and Health Services and fire code requirements as set forth in Chapter 212-54 WAC.
- (2) Home occupations that involve no customers or other business-related visitors to the home business, no signs or other outward appearance that a business exists in the home, no delivery trucks, and no more than one individual residing within the home who is active in the home occupation business; provided, that if the director is given satisfactory proof of a physical disability of the individual wishing to engage in a home business or occupation, a volunteer or employee may assist in the home occupation. In addition, the home occupation must comply with the conditions for home occupation set forth in Section 17.56.060 and the fees for a home occupation permit as established by resolution of the city council must be paid.
- (3) Subject use is permitted under applicable conditions set forth in Chapter 17.56.
- (4) General industrial uses are permitted provided there are no anticipated external impacts and limited truck traffic as determined by the director.
- (5) Two-family dwelling units are allowed in the DSF district on corner lots provided there is no more than one dwelling unit entry, driveway, and garage facing each street.
- (6) Commercial leases and concessions as authorized by the public entity that is the owner of the land.
- (7) Except for lobbies or similar entrances, the subject use is prohibited within thirty feet of the sidewalk on the ground floor of designated storefront streets.
- (8) Except for lobbies or similar entrances, the subject use is prohibited within thirty feet of the sidewalk on the ground floor of "pedestrian/retail" designated storefront streets.
- (9) Specified conditions with respect to emissions of light, glare, smoke, odor, dust, particulate matters, and vibrations, community design, and hours of operation may be prescribed to ensure compatibility with surrounding uses and other applicable state and federal standards. Conditions may include required use/building enclosures, compatible architectural design, setbacks, and landscaping/screening techniques.
- (10) Restaurants, bars, and liquor stores shall not be located on sites directly across from the DMR or the DSF districts.
- (11) Subject use is limited to two thousand square feet in building footprint.
- (12) Subject use is limited to five thousand square feet in building footprint.
- (13) Single use retail uses adjacent to Woodin Avenue, where designated as a pedestrian/retail storefront street per Figure 2, are limited to a ten-thousand-square-foot building footprint.
- (14) Real estate offices shall be limited to two hundred fifty lineal feet of street frontage along the portion of Woodin Avenue that is designated as pedestrian/retail storefront street per Figure 2.
- (15) Commercial uses providing drive-through service are permitted under the following conditions:
 - (a) Subject use is not permitted on a designated pedestrian/retail storefront street per Figure 2.
 - (b) Proposal utilizes an existing building (constructed as of November 23, 2010).
 - (c) No new driveways are proposed.
 - (d) The use and proposed design minimizes pedestrian and vehicular safety impacts as determined by the city.

c. Accessory Uses and Structures.

- i. Attached or freestanding private garage, carport or combination thereof not to exceed fifty percent of the floor area of principal residential structures, including basement area; provided, that all single-family residences, regardless of size, shall be allowed a minimum size private garage or carport of nine hundred sixty square feet. A garage larger than the standards set out herein shall be allowed as a conditional use. For other standards related to garages associated with residential uses, see Section 17.14.030 for multi-family structures and Section 17.14.050 for single-family, duplexes, triplexes, accessory dwelling units, and townhouses.

The Chelan Municipal Code is current through Ordinance 1504, passed December 10, 2015.

ii. Other accessory buildings collectively shall be no greater than twenty-five percent of the floor area of principal residential structures, excluding the basement area, not to exceed six hundred square feet; provided, that regardless of size of the principal structure, other accessory buildings collectively may be at least three hundred square feet.

iii. Not more than one each of a house trailer or truck, or two boats, may be stored in the rear yard area of any one zoning lot.

iv. Fences.

(A) Front yard and between a street and any building: forty-two inches maximum height. On corner lots, fences shall be limited to thirty-six inches in height for a distance of fifteen feet from the intersection of the property lines abutting the street and to forty-two inches for the remainder of the front yard facing on those streets.

Where two adjoining properties have front yards of differing depths, any fence built along the side yard between the two properties shall not exceed a height of forty-two inches adjacent to the front yard of either dwelling.

Front yard fence height may be increased to a maximum of four feet in those instances where a “family day care home, mini day care center and day care centers” have been established in accordance with the provisions of Section 17.56.080;

(B) Side yard: six feet maximum height;

(C) Rear yard: six feet maximum height; and

(D) Where there is a difference in grade between two adjoining properties, the base line for the fence height shall be the median of the difference between the grades of the two properties.

v. Covered Patios.

(A) A freestanding covered patio must meet the standards of this section. If the covered patio is attached to a dwelling, it is to be considered as a part of that dwelling;

(B) Height limit: ten feet; provided, however, that a fireplace flue may extend beyond the maximum height limit to a height of not over thirteen feet; and

(C) Area of limit must not exceed provisions of Section 17.16.020.

vi. Swimming Pools. All swimming pools must be located behind the front yard setback line and the yard or area around them must be enclosed by a fence of not less than five feet in height. At least a five-foot setback from all side and rear property lines must be maintained.

vii. Temporary Construction Buildings, Travel Trailers, and Recreational Vehicles. Temporary structures or vehicles for storage of tools and equipment, or for supervisory offices, may be permitted for construction projects; provided, that such structures/vehicles are:

(A) Allowed only during periods of active construction;

(B) The owner shall obtain a permit from the city after the purchasing of a building permit. The permit shall be prominently displayed on such vehicle so as to be visible on the abutting street;

(C) All such vehicles shall have operable self-contained sanitary facilities or be connected to the city sewer system; and

(D) Removed within thirty days of project completion or cessation of work.

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3. Dimensional Standards. If a subscript number appears in the box at the intersection of the column and the row, developments are subject to the development condition with the corresponding number immediately following the dimensional standard table.

Table 2. Dimensional standards table.

	Land Use Districts				
	DMU	TMU	DMR	DSF	Public
DEVELOPMENT INTENSITY					
Minimum lot area	1	1	1	6,000 sf	NA
Minimum lot width at building line	1	1	1	60'	NA
Minimum lot depth	1	1	1	90'	NA
Maximum building height	2 – 4 stories ₂	2 – 4 stories ₂	2 – 3 stories ₃	2 stories ₄	2 – 4 stories ₅
Maximum land coverage for all buildings	NA	NA	NA	30%	NA
BUILDING PLACEMENT					
Front yard ₆	0 – 15' min.	0 – 15' min.	15' min. ₇	25' min. ₇	8
Side yard	0 – 5' min. ₁₃	0 – 5' min. ₁₃	0' min. ₉ 5' min. ₁₂	5' min.	10
Rear yard	0' min.	0' min.	20' min. ₁₁	20' min. ₁₁	10

Table 2 development conditions:

- (1) Applicants shall successfully demonstrate to the city how lot sizes and shapes are sufficient to accommodate permitted uses.
- (2) See Table 3 and Figure 3 for the maximum number of stories for applicable city blocks in the DMU and TMU districts. The table below sets forth the maximum building height in feet per the maximum designated number of stories, plus any special conditions that apply.
- (3) The maximum building height in the DMR district is two stories or thirty-five feet, whichever is less, except that a third floor is allowed under the following conditions:
 - i. The third floor shall be set back horizontally from the front facade by at least five feet, regardless of the facade setback. Covered porches that extend at least six feet in front of the facade and cover an area at least forty-eight square feet shall qualify as the front facade for the purposes of this standard; and
 - ii. The maximum width of the third floor visible from the street shall be sixty feet; or
 - iii. The third floor must be a partial floor under a gable roof (see Figure 4 for clarification).
- (4) The maximum height in the DSF district shall be two stories or thirty feet, whichever is less.
- (5) The height limit in the public district shall be the same as the adjacent land use district. Where the site is adjacent to more than one land use district, the height limit of the district closest to the proposed building shall apply.
- (6) See subsection D of this section, Site Orientation Standards, for front yard setback standards.
- (7) Covered porches may project into the front yard by up to six feet.
- (8) Front yard setback requirements in the public district shall be the same as the district located across the street. Where the public district occupies land on both sides of the street, front yard setback provisions of the nearest other land use district shall apply as determined by the director.
- (9) No internal side yard setbacks are required for two- or three-family dwellings, townhouses or multi-family dwellings, or for subdivisions where zero lot line homes are proposed. See Figure 5 for examples.
- (10) For public district sites adjacent to DMU district properties, there is no minimum side or rear yard setback requirement. For public district sites adjacent to all other districts, the minimum side and rear yards shall be the same as those in the adjacent district.
- (11) For lots with alleys, garages, detached accessory dwelling units, and other accessory buildings may be placed up to alley easement or property line.
- (12) One foot of additional setback is required for each foot of building height over twenty-five feet. See Figure 6 for an example.
- (13) No setbacks are required for window-less fire walls, otherwise the minimum building setback is five feet.

Chelan Municipal Code

Table 3. Maximum building height in the DMU and TMU districts.

Maximum no. of stories as indicated in Figure 3	Maximum height in feet	Special conditions/exceptions
2	25'	A 3rd floor is not permitted. For additions to existing buildings (as of November 9, 2010), the maximum height is 30 feet. Existing buildings over 30 feet in height may be rebuilt to existing height in the event of fire or natural disaster provided documentation on building height is provided, as determined by the director.
2*	35'	A 3rd floor is permitted under the following conditions: a) The upper floor or floors shall be set back horizontally from the facade by at least 5 feet, regardless of the facade setback. Covered porches that extend at least 6 feet in front of the facade and cover an area at least 48 square feet shall qualify as the front facade for the purposes of this standard; or b) The 3rd floor must be a partial floor, as defined, under a gabled or hipped roof. See Figure 3 for clarification.
3	40'	A 4th floor is not permitted.
3*	45'	A 4th floor is permitted under the following conditions: a) The 4th floor shall be set back horizontally from the facade by at least 5 feet, regardless of the facade setback; or b) The 4th floor must be a partial floor, as defined, under a gabled or hipped roof.
4	50'	A 5th floor is not permitted.



The Chelan Municipal Code is current through Ordinance 1504, passed December 10, 2015.

AGENDA BILL NO. 2016-024

BUSINESS OF THE CITY COUNCIL
CHELAN, WASHINGTON

SUBJECT: Non-Conforming Single Family
Residence Text Amendment
Public Hearing

EXHIBITS
1. PC Action Sheet with Proposal

FOR AGENDA OF: May 10, 2016

ORIGINATOR: Craig Gildroy
Planning Director

Reviewed by Attorney: No

EXPENDITURE REQUIRED:	AMOUNT BUDGETED:	APPROPRIATION REQUIRED:	FINANCE DIRECTOR:
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AUTHORITY: RCW 36.70A.130 Comprehensive plans — Review procedures and schedules — Amendments. (2)(a) Each county and city shall establish and broadly disseminate to the public a public participation program consistent with RCW 36.70A.035 and 36.70A.140 that identifies procedures and schedules whereby updates, proposed amendments, or revisions of the comprehensive plan are considered by the governing body of the county or city no more frequently than once every year

***** SUMMARY STATEMENT/ISSUES *****

The Comprehensive Plan, a 20 year planning document, identifies areas for future commercial growth. The Downtown Mixed Use (DMU) zoning district was adopted in 2010 and does not permit single family residential as does the Warehouse Industrial (W/I) zoning district. Property owners selling their property have contacted the Planning Department that potential buyers are unable to obtain mortgage as the single family residence may not be rebuilt if destroyed by more than 50%. This proposed text amendment would allow the residence to be rebuilt within the DMU and W/I zoning districts while maintain the Comprehensive Plan commercial goals.

Public Hearing Legislative Matter Other: _____

Suggested Motion:

I move to approve the Non-Conforming Single Family Residence Text Amendment as presented and recommended by Planning Commission and instruct staff to prepare the adopting ordinance.

**CITY OF CHELAN
PLANNING AND BUILDING DEPARTMENT**

PC Action

DATE: May 10, 2016
TO: City Council
FROM: City of Chelan Planning and Building
Department



SUBJECT: Non-Conforming Single Family Revision
Zoning Text Amendment – TA2016-02

SUMMARY

The proposal is to all non-conforming single family residential to be rebuilt if destroyed within the Downtown Mixed Use and Warehouse Industrial zoning districts

PLANNING COMMISSION ACTION

On September 19, 2015, The City of Chelan Planning Commission motioned:

<i>Motion:</i> To recommend to City Council approval of the non-conforming single family residential revisions as presented.
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Motion by: Commissioner Hollingsworth

Motion seconded by: Commissioner Griffith

Vote: Motion carries

Planning Commission Discussion:

Planning Commission held a workshop on March 16th and requested the term to be longer to allow single family within the Warehouse Industrial (WI) and Downtown Mixed Use (DMU) the ability to rebuild if destroyed by more than 50%. As the Comprehensive Plan is a 20 year plan, commercial demand is low and extending the non-conforming time limit to 10 years will allow the City to review the Downtown Mixed Use areas for trends and community needs.

ANALYSIS

In 2010, the Downtown Master Plan was adopted with a long range plan for the downtown area. It plans for residential in close proximity to downtown. This is to encourage higher residential density close to the commercial area. In addition, the Downtown Master Plan planned for the future commercial growth of the downtown

The Downtown Master Plan is implemented by the Downtown Land Development Code of the zoning code. In order for the Downtown Master Plan to realized, the Downtown Mixed Use zone allows for multi-family and commercial. It does not permit low density single family residential. Today there is not a high demand for commercial but the City desires to retain this zoning district for future commercial and higher residential growth. If the City permitted outright single family residential, the Downtown Master Plan goals may not be attained.

The planning department has responded to property owners who are concerned that they may not rebuild their home if it is destroyed by more than 50%. Some property owners may have or are having a difficult time selling their home as mortgage companies may not provide a loan if the home may not be rebuilt.

The same circumstances apply within the Warehouse Industrial area. The County has a resolution that restricts this zoning district to not allow residential uses as a condition of the area becoming part of the City's Urban Growth Area.

The proposal is to revise Title 17.68 Non-Conforming Uses to allow single family residential to be rebuilt if destroyed by more than 50%. The revision would sunset in 10 years as the City's Comprehensive Plan's goals should be realized. At that time, the City may want to reevaluate the Downtown Master Plan's goals.

The proposal requires environmental review (SEPA). After Planning Commission's public hearing, the City expects to issue a determination of non-significance on the non-project application. Specific projects may require their own environmental review.

ATTACHMENTS

1. CMC 17.38 Non-Conforming Uses revision

Chapter 17.68
NONCONFORMING USES

Sections:

- 17.68.010 Conformity required when.
- 17.68.020 Changing to conforming use.
- 17.68.030 Changing to nonconforming use prohibited.
- 17.68.040 Destruction – Rebuild or repair.
- 17.68.050 Extension – Maintenance.
- 17.68.060 Nonconforming buildings.

17.68.010 Conformity required when.

The lawful use of any land, premises or building existing at the time of passage of this title, although the use does not conform to the provisions thereof, may be continued; but if said nonconforming use ceases for a period of six months, or in the case of churches existing prior to June 2008 ceases for a period of eighteen months, any further use of such premises shall be in conformity with the provisions of this title. (Ord. 1364 § 1, 2008; Ord. 314 § 17A(1), 1962).

17.68.020 Changing to conforming use.

A nonconforming use shall not be changed to any other use unless changed to a conforming use. (Ord. 314 § 17A(2), 1962).

17.68.030 Changing to nonconforming use prohibited.

A nonconforming use if changed to a conforming use may not thereafter be changed back to a nonconforming use. (Ord. 314 § 17A(3), 1962).

17.68.040 Destruction – Rebuild or repair.

If a nonconforming use is destroyed by fire or other causes, to the extent that fifty percent of the total floor area exclusive of basement is unusable, it shall not be rebuilt, except in conformity to this title. (Ord. 314 § 17A(4), 1962).

Existing single family residential built prior to January 1, 2011 which have been destroyed by more than 50% of the total floor areas exclusive of basement within the Downtown Mixed Use and the Warehouse Industrial zoning districts may be rebuilt within the same building footprint provided that a building permit application is deemed complete prior to January 1, 2026.

17.68.050 Extension – Maintenance.

A nonconforming use of a structure shall not be extended. The extension of a nonconforming use to any other portion of the building which was arranged or designed for such nonconforming use shall not be deemed the extension of a nonconforming use. A structure containing a nonconforming use may be maintained in conformance with the standards of the city building code. (Ord. 314 § 17A(5), 1962).

17.68.060 Nonconforming buildings.

In cases of nonconforming buildings which contain conforming uses, the administrator of this title shall have within the framework of conditions established below the authority to allow an addition or extension to a nonconforming building when said addition or extension would be no less conforming as to setback distances than the existing structure, and provided that the nonconforming addition shall be no longer in lineal feet along the nonconforming setback than fifty percent of the lineal length of the existing nonconformity. The authority to grant permission for the addition or extension of a nonconforming building shall be authorized provided the addition or extension of this nonconforming building is not in conflict with the comprehensive plan of development or character of the area in which the nonconforming building is located. (Ord. 314 § 17B, 1962).

AGENDA BILL NO. 08-033B

BUSINESS OF THE CITY COUNCIL
CHELAN, WASHINGTON

SUBJECT: Revised Livestock Ordinance
Public Hearing

FOR AGENDA OF: May 10, 2016

ORIGINATOR: Craig Gildroy
Planning Director

Reviewed by Attorney: Yes

EXHIBITS

1. Planning Commission Action Sheet
2. Planning Commission Recommended Livestock Revision
3. Simplified Livestock Revision
4. City of Wenatchee Livestock Code
5. Public Comment

EXPENDITURE	AMOUNT	APPROPRIATION	FINANCE
REQUIRED:	BUDGETED:	REQUIRED:	DIRECTOR:

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

***** SUMMARY STATEMENT/ISSUES *****

Planning staff was requested to bring forward the 2012 Livestock revisions to allow chickens on lots less than one acre. The 2012 Livestock revisions were drafted to address 2012 public comments. City Council did not approve the livestock revisions in 2012. Planning Commission reviewed the proposal and is recommending approval; however the commission also requested that FFA high school advisor review the Planning Commission recommendation for any necessary revisions.

The 2012 livestock revision permits "small livestock" on less than one acre. Small livestock with this proposal includes all types of small animals. The request to move the 2012 Livestock provision forward was meant to address chickens only. The Simplified Livestock revision only permits rabbits and chickens (no roosters) on lots less than one acre.

Public Hearing Legislative Matter Other: _____

Suggested Motion:

I move to approve the “Simplified Livestock revisions” as presented and instruct staff to prepare the adopting ordinance

**CITY OF CHELAN
PLANNING AND BUILDING DEPARTMENT**

PC Action

DATE: May 10, 2016
TO: City Council
FROM: City of Chelan Planning and Building
Department



SUBJECT: Non-Conforming Livestock Provisions – Zoning
Text Amendment- TA2016-04

SUMMARY

The proposal is to allow certain livestock on less than one acre.

PLANNING COMMISSION ACTION

On April 20, 2015, The City of Chelan Planning Commission motioned:

<i>Motion: to recommend City Council approve the Livestock revision except to remove the section on religious slaughtering and to allow swine</i>
Motion by: Commissioner Hollingsworth
Motion seconded by: Commissioner Dietrich
Vote: Motion carries

Planning Commission Discussion:

Planning Commission is in support of the livestock provisions but as City Council did not approve the revisions in 2012, they wanted to have more direction from City Council. Discussion included the code should allow students to participate in FFA programs including swine. The livestock code allowing large livestock on more than one acre is acceptable. The discussion focused on small lots.

Councilmember Isenhardt addressed the commission and stated that Chelan is a small town and residents should be allowed to grow their own food. Sustainability, health, education and FFA or 4H are all reasons to allow livestock. Chelan is characterized by agriculture

The commission focused on FFA and wanted to encourage City Council to approve the livestock provisions and suggested the Rod Cool, FFA advisor, be contacted for potential revising the proposal.

ANALYSIS

In 2012, this text amendment to allow livestock on less than one acres was not approved by City Council. The main concern was smell followed by noise. Councilmember Isenhardt requested the Planning Department bring back the proposal to Planning Commission.

The proposal allows livestock within all zoning districts. Currently a conditional use permit is required for large livestock within the Single Family and Tourist Accommodation zoning districts. Large livestock will still be prohibited on less than one acre.

The proposed livestock provisions were revised to clearly show what livestock are prohibited including roosters, swim, commercial livestock and stallions & bulls.

Small livestock such a chickens, would be allowed on less than one acre; however the number would be capped at six for all types of small livestock (example: 4 chickens and 2 ducks or 6 chickens and 0 ducks). A well ventilated, enclosed structures is required and shall be set back 10 feet from any property line if more than four small livestock are kept or five foot setback for less than four. No setback is proposed for the small livestock only for the structure.

The proposal requires environmental review (SEPA). After Planning Commission's public hearing, the City expects to issue a determination of non-significance on the non-project application. Specific projects may require their own environmental review.

ATTACHMENTS

1. CMC 17.04.065 Proposed Revision to Livestock Provisions
2. Current CMC 17.04.065 Livestock and Poultry revised to allow chickens on less than one acre
3. City of Wenatchee's current livestock provisions

Livestock regulation amendments

The following amendments are recommended in conjunction with amendments to Chapter 17.04.065:

1. Move definitions from Chapter 6.05 to Title 19
2. Remove 6.05.140.H (It is unlawful...To own or keep any livestock/poultry/farm animals within the city, which includes but may not be limited to horses, ponies, mules, cows, sheep, goats, chickens, ducks, geese, rabbits, or swine.)
3. Change allowed uses in relevant zones (Title 17)
4. Add to/amend definitions in Title 19

Chapter 19.10
General Provisions
December 6, 2011 DRAFT

The following additions and changes to definitions in Chapter 19.10 are proposed in conjunction with amendments to Chapter 17.04.065, Livestock. Proposed additions are underlined. Proposed deletions have been ~~struck through~~.

19.10.040 Definitions. – Add to Title 19

- ~~1.~~ “Accessory structure building” means a subordinate structure, the use of which is incidental to the main use of the main building on the same lot.
- ~~2.1.~~ “Barn” means a building for housing livestock, which may also be used for storing feed, bedding, tack, *et cetera*.
- ~~3.2.~~ “Household pets” means small animals that are kept within a dwelling unit.
- ~~4.~~ “Large stock animal” means a horse, pony, mule, dairy cow, steer, sheep, goat, llama, alpaca, ostrich, emu, or other large animal domesticated by humans to live in a tame condition or fenced pasture, excluding any young under six months of age ~~or swine, excluding any young under three months of age.~~
- ~~3.~~ “Livestock” means large stock animals and small stock animals. This definition does not include household pets.
- ~~5.4.~~ “Open View”, for the purpose of the livestock ordinance provisions, means an area generally visible to view by any public citizen and includes, but is not limited to, any property owned by a public entity, any public right-of-way, any doorways, entrances to buildings or dwellings or the grounds enclosing those portions of private property visible from any lawful vantage point.

~~6.5. "Pasture" means land set aside for grazing, and shall not include that portion of a site used for residential purposes.~~

~~7.6. "Rooster" means a male chicken over four months old.~~

~~8.7. "Small stock animal" means a rabbit, guinea pig, ferret, or similar type animal over the age of three months; or a chicken, duck, goose, or similar domestic fowl over the age of three months; or a pig or lamb in its first year of life.~~

~~9. "Structure" means that which is built or constructed. This definition includes an edifice or building of any kind or any piece of work artificially built up or completed of parts joined together in some definite manner, including pens, runs, coops, or other enclosures for the keeping of animals, but not including residential fences, retaining walls of equal to or less than four feet in height, rockeries and similar improvements of a minor character.~~

Chapter 17.04.065
Livestock and Poultry
December 6, 2011 DRAFT

A. Intent. This section is intended to provide for the keeping of livestock under conditions that will prevent trespass; control noise and odor; ensure adequate living conditions for livestock; reduce the impact of livestock on the environment, particularly with regard to their impacts on water quality; preserve compatibility among neighboring properties; and support development at urban densities.

B. General provisions.

1. Keeping of livestock for personal use is permitted where allowed by this section, subject to the following criteria:
 - a. Livestock keeping is subject to all applicable City and State regulations, including Chapter 6.05 CMC (Animal Control), Chapter 8.26 CMC (Nuisances), and Chapter 14.10 CMC (Critical Areas) and to applicable health district regulations.
 - b. Livestock keeping shall not cause excessive noise that will tend to disturb the peace, quiet, and comfort of persons within the neighborhood in which the livestock are kept.
 - c. Adequate measures shall be taken to properly dispose of animal wastes.
 - d. Said use may be revoked when found that continuing the use will endanger public health, safety, or welfare, as determined by the Administrator.

~~2. Keeping of livestock for any commercial use is prohibited.~~
The following are prohibited:

~~December 6, 2011~~ ~~March 14, 2012~~ ~~April 20, 2012~~

2016 DRAFT

~~a.~~ Commercial slaughter houses, rendering plants, manure composting, and feed lots for cattle, swine chickens, other livestock or poultry.

~~b.~~ Keeping of livestock for any commercial use.

~~c.~~ Swine.

~~e-d.~~ Intact male horse or intact male cattle.

~~3.~~ Commercial slaughter houses, rendering plants, manure composting, and feed lots for cattle, swine, chickens, other livestock or poultry shall not be permitted.

~~4.~~ No person shall kill butcher or slaughter any animal or fowl in open view within the city.

~~i.~~ Exception for Injured or Vicious Animals. Nothing in this section shall prohibit a person from dispatching or ~~destroying~~ injured or vicious animals or fowl by any humane method, as defined by RCW 16.50 as now or hereafter amended;

~~ii.~~ Exception for Religious Acts. Nothing in this section shall prohibit, abridge or in any way hinder the ritual slaughter of animals or fowl.

~~2-5.~~ Violation of the provisions of this section shall constitute a nuisance, and shall be subject to the enforcement provisions of Chapter ~~8.26 CMC~~ 6.05.

C. Large stock animals.

1. Large stock animals for personal use are ~~permitted as a conditional use appurtenant to single family residences in R-1 and T-A in all~~ zoning districts, with the following provisions:

~~a.~~ If the area adjacent to and within 300 feet of the site on which livestock keeping is proposed is more than 50 percent urban in nature (four or more units per acre average, or characterized by commercial/retail businesses), then keeping large stock animals will not be permitted.

~~b-a.~~ Large stock animals will not be allowed in existing and proposed subdivisions having an average lot size of less than one acre. Livestock legally in residence prior to the date of adoption of the ordinance codified in this section are allowed to remain ~~and~~ continue as long as they do not constitute a nuisance.

~~e-b.~~ In case of any future division of property, all provisions of this section shall apply to each individual lot or parcel, including the original parcel of record.

~~December 6, 2011~~ ~~March 14, 2012~~ ~~April 20, 2013~~

2016 DRAFT

~~e.c.~~ Development of a farm management plan that incorporates best management practices for grazing and pasture management, manure management, watering and feeding area management, and shoreline management shall be encouraged.

2. Pastures.

a. Pasture must be provided as follows, with additional young animals not included in determining the minimum pasture area:

- i. One-half acre for each horse, pony, mule, cow, llama, alpaca or other similar size animal, over and above the minimum residential lot area; and
- ii. One-third acre for each ostrich, emu, or other similar size bird, over and above the minimum residential lot area; and
- iii. One-quarter acre for each sheep, goat or other similar size animal, over and above the minimum residential lot area; and

~~iv. One acre for each swine, over and above the minimum residential lot area.~~

b. All pastures must be securely fenced.

c. Pastures shall be maintained with a permanent, uniform vegetative top cover and shall be kept free of noxious weeds. Vegetative cover shall be maintained in a healthy, growing condition during the growing season.

3. ~~No more than three swine are permitted appurtenant to any single family residence.~~

4. Barns.

a. Large stock animals shall be provided with adequate barns constructed to protect the animals against varying weather conditions.

b. Barns shall be kept in a good order and shall not be deemed unsightly from any public right-of-way, as determined by the Administrator.

c. Barns or other accessory structures used for the purposes of housing or keeping large stock animals shall be located a minimum of fifty feet from any property line. Existing barns, as of April 30, 2012, shall be governed by Chapter 17.68 Non-conforming Uses, or one hundred feet from any off-premises residential dwelling, whichever distance is greater.

5. Manure storage.

~~December 6, 2011~~ ~~March 14, 2012~~ ~~April 20, 2014~~

2016 DRAFT

- a. Accumulations of animal waste may not be stored closer than one hundred feet from any property line and/or any wells. ~~Waste from swine shall be prohibited within two hundred feet of any domestic or irrigation well.~~
- b. Manure storage areas shall be managed as follows:
 - i. Surface flows and roof runoff shall be diverted away from manure storage areas.
 - ii. All manure stockpiled within 200 feet of any stream or wetland shall be covered during the winter months (October 15th to April 15th) in a manner that excludes precipitation and allows free flow of air to minimize fire danger.
 - iii. Manure piles shall not be closer than 50 feet from any wetland edge, the ordinary high water mark of any stream, or any ditch to which the topography would generally direct runoff from the manure, nor in any stream buffer.
 - iv. Manure piles shall not be closer than 200 feet from Lake Chelan.
6. Pastures, barns, and manure storage areas must be so situated as to prevent any chance of groundwater or surface water contamination, or any other threat to public health.
7. No barn, pasture, or manure storage area shall occupy any portion of a front yard.

D. Small stock animals.

1. Small stock animals for personal use are permitted appurtenant to single family residences and duplex residences in all zoning districts.
 - a. On lots less than one acre in size, the number of small stock animals shall not exceed ~~four-six~~ in any combination.
 - b. On lots of one acre or more in size, the number of small stock animals shall not exceed 12 in any combination, provided, that in case of any future division of property, all provisions of this section shall apply to each individual lot or parcel, including the original parcel of record.
2. The keeping of roosters ~~or peafowl~~ is prohibited.
3. Small stock animals shall be kept in well-ventilated, enclosed structures constructed to protect the animals against varying weather conditions and predators.
4. Accessory structures used for housing or keeping small stock animals.

~~December 6, 2011~~ ~~March 14, 2012~~ ~~April 20, 2015~~

2016 DRAFT

- a. On any site on which four or fewer small stock animals are kept, all such structures shall be set back a minimum distance of 5 (five) feet from any side property line. No setback is required from rear property lines or alleys.
- b. On any site on which more than four small stock animals are kept, all such structures shall be located a minimum of 10 feet from any property line and 25 feet from any off-premises residential dwelling.
- c. No such structure shall occupy any portion of a front yard.
- d. All such structures shall be kept in a good working condition and shall not be deemed unsightly from any public right-of-way, as determined by the Administrator.

Formatted: Normal

~~December 6, 2011~~ ~~March 14, 2012~~ ~~April 20, 2016~~

2016 DRAFT

Simplified Livestock Revisions

The current Municipal Code livestock provisions are in black.
Proposed revisions are in red and underlined.

19.10.040 Definitions

“Small stock animal” means up to four rabbits or chickens in any combination over the age of three months; roosters are prohibited.

17.04.065 Livestock and poultry.

1. Small livestock are permitted on less than an acre and shall be housed within an enclosed structure that is setback ten (10) feet from side yard property lines and are prohibited within the front yard setback area. No setback is required from the rear property line or an alley.

2. Livestock and poultry are permitted, provided the property ownership is at least one contiguous acre in size, and the following criteria are met:

A. The minimum pasture area maintained for each animal shall be as listed below, with additional young animals not included in determining the minimum pasture area:

1. One-half acre per each horse, pony, mule, cow, llama, alpaca and/or other similar size animal, with additional such animals under the age of one year not included;
2. One-quarter acre per each sheep, goat or other similar size animal, with additional such animals under the age of one year not included;
3. Twelve poultry per acre. Poultry may include any combination of chickens, ducks, geese, or similar type animals, with additional such animals under the age of three months not included. The keeping of roosters is prohibited;
4. Twelve small mammals per acre. Small mammals may include any combination of rabbits, guinea pigs, ferrets, or similar type animals, with additional such animals under the age of three months not included;
5. One acre per each swine. When located within an urban growth area no more than three swine are permitted per property ownership, with additional swine under the age of three months not included.

B. The property shall be maintained in a clean, sanitary condition so as to be free from offensive odors, fly breeding, dust, and general nuisances and shall be in compliance with health district regulations.

C. Adequate measures shall be taken to properly dispose of animal wastes. Accumulations of animal waste shall be prohibited from being stored closer than one hundred feet from any property line and/or any wells. Waste from swine shall be prohibited within two hundred feet of any domestic or irrigation well.

D. Barns, shelters, or other buildings or structures for the keeping or feeding of such animals shall be located a minimum of fifty feet from any property line or one hundred feet from any off-premises residential dwelling, whichever distance is greater.

E. Pastures are defined as that area which is enclosed within a perimeter fence, and shall not include that portion of the property used for residential purposes. Pastures shall be maintained with a permanent, uniform, vegetative top cover and shall be kept free of noxious weeds. The perimeter fence shall be designed, constructed and maintained sufficiently to keep the animals within the fenced area.

Chelan Municipal Code

F. Any future division of property must comply with the minimum standards above. The minimum pasture area and condition requirements must be met by each additional individual lot or parcel, including the original parcel of record, in order to maintain livestock or poultry on the property.

G. Potentially dangerous wild animals, as defined in RCW 16.30.010, are prohibited.

H. Commercial slaughter houses, rendering plants, manure composting, and feed lots for cattle, swine, chickens, other livestock or poultry shall not be permitted.

I. Violations of this section shall constitute a nuisance, and shall be enforced according to the uniform procedures set out in Chapter 2.80. (Ord. 1502 § 4 (Exh. O), 2015; Ord. 1361 § 1, 2008).

The Chelan Municipal Code is current through Ordinance 1507, passed February 25, 2016.

10.48.110 Farm animals.

It is the intent of this section to allow an opportunity for 4H, FFA, and similar program projects as well as personal pets of a farm nature. It is not intended for commercial operations. All farm animals where allowed by the WCC shall meet the following standards unless otherwise regulated within this code:

- (1) Four small farm animals (noncommercial) shall be allowed per legal lot of record. Lots that are one contiguous half acre in size or greater shall be allowed no more than 12 small farm animals per acre. All small farm animals kept outside shall be cooped or kept in hutches or pens or similar enclosures.
- (2) Large farm animals (noncommercial) shall be allowed if the property ownership is at least one contiguous half acre in size or greater at a ratio of one animal per 10,000 square feet of maintained pasture area.
- (3) No swine, peacocks, roosters or other male poultry shall be permitted.
- (4) The property shall be maintained in a clean, sanitary condition so as to be free from offensive odors, fly breeding, dust and general nuisances and shall be in compliance with health district regulations.
- (5) Adequate measures shall be taken to properly dispose of animal wastes.
- (6) Barns, pens, shelters or other structures for the keeping or feeding of large or small farm animals shall be located no closer than 10 feet from any adjoining property in addition to meeting other applicable standards as set forth in the underlying zoning district for accessory structures.
- (7) "Pasture" is defined as that area which is enclosed within a perimeter fence, and shall not include that portion of the property used for the residential structure(s) and required front yard building setbacks. Pasture areas shall be maintained with a permanent uniform top cover of vegetation.
- (8) A fence or other structure, adequate to contain the animal(s), shall be maintained at all times.
- (9) Beekeeping.
 - (a) All colonies shall be registered with the Washington State Department of Agriculture in accordance with Chapter 15.60 RCW. The terms "apiary," "colony," and "hive" as used in this section shall have the meanings set forth in RCW 15.60.005.
 - (b) No more than six hives may be located on a lot.
 - (c) No hive may exceed 20 cubic feet in volume.
 - (d) No hive shall be located closer than three feet from any property line.
 - (e) No hive shall be located closer than 10 feet from a public sidewalk or 25 feet from a primary structure on an abutting lot.
 - (f) Hives brought in temporarily for commercial agricultural/orchard operations are exempt from the requirements of this section.
 - (g) Bees living in buildings or any other space (except in movable frame hives), or abandoned colonies shall constitute a public nuisance and shall be abated as set forth in this section.
 - (h) Noncompliance with the provisions of this section shall be abated in conformance with WCC Title 16, Code Enforcement.
 - (i) Hives or colonies of bees shall be kept in a manner in which they are inaccessible to the general public and so that bee movements to and from the hive do not interfere with the ordinary movements of persons on adjacent properties or the public right-of-way.
 - (j) Hive, Apiary Management Requirements.

- (i) Colonies shall be maintained in movable-frame hives at all times;
- (ii) A consistent source of water shall be provided at the apiary;
- (iii) A flyway barrier at least six feet in height shall shield any part of a property line that is within 25 feet of a hive. The flyway barrier shall consist of a wall, fence, dense vegetation or a combination thereof and it shall be positioned to transect both legs of a triangle extending from an apex at the hive to each end point of the part of the property line to be shielded.
- (iv) Property owners are required to self-register with the city of Wenatchee community and economic development department prior to hives being located on a site. Self-registration shall include a signed acknowledgement on a form provided by the city of Wenatchee that the beekeeper will comply with the provisions of this section. (Ord. 2015-36 § 1 (Exh. C); Ord. 2011-18 § 7; Ord. 2010-03 § 1 (Exh. A); Ord. 2007-34 § 2 (Exh. A))

AGENDA ITEM NO. 08-033B
Exhibit 5
Wally Marshall
330 W. Highland Ave
Chelan, WA

Chelan City Council

I was born on a large egg farm in Pacific City, Washington. To bring their children into the family farm, at a young age, my dad gave me my first pet, a baby chick, named Dabbed Egg.

My mamay (mother-in-law) from the Philippines has always raised chickens & eaten fresh eggs. It would please her to revert to the simple life of raising her own. Please make up happy by approving the ordinance

Thank you
Wally Marshall
ROSENA MARSHALL
MYRNA CONSTANCIO

Chelan's proposed Backyard Chicken ordinance – FAQ – Wendy Isenhardt

How many chickens are allowed per household? Four (4) hens

Are roosters allowed? Roosters are prohibited, period, the end. No roosters!

Don't hens need roosters to lay eggs? No---hens lay eggs whether roosters are around or not. Without roosters, the eggs are sterile. Which is good!

What about odor?

Clean chicken coops and clean bedding materials don't smell bad. Bad smells indicate inhumane conditions, subject to fines and forfeiture by the **Humane Society**, or improper disposal of waste, prohibited by **nuisance and land use ordinances**.

Will Chelan look different after backyard chickens are allowed?

No---Backyard chicken houses and runs are fully enclosed and set back a minimum of **10 feet** from side property lines and prohibited from front yards.

Who enforces the backyard chickens ordinance?

Our existing contract with the Humane Society includes responding to complaints about loose animals and inhumane treatment. Chelan code enforcement officers respond to property complaints. Our Administrator can revoke the right to raise small stock animals on the property.

Backyard chickens have been legal in Wenatchee and East Wenatchee since 2012. What have they experienced?

David Gerlach, Wenatchee Planning Department code enforcement officer, reports 10 complaints average per year---“*Roosters, which have never been allowed, Hispanic fighting roosters,*” and, “*too many chickens*”. Gerlach reminds owners he can confiscate the roosters/extra chickens if he finds them there in a week. “*That's all it takes.*”

The Wenatchee Valley Humane Society reports few chicken complaints since 2012, primarily “*chickens on the loose.*” Considering our relative populations, Chelan might have one or two, if any, complaints per year.

Where do people learn how to raise backyard chickens?

The Internet---backyardchickens.org---is a good start.

Better yourself with sustainable chicken practices

Imagine there is something you can do that will improve the quality of the food you eat, decrease packaging, decrease your carbon footprint, improve your independence, and for little or no net cost.

Imagine, then, the chicken.

Raising hens is legal in most cities and counties, with reasonable restrictions. Having a few hens is fun, with rather incredible benefits:

- ◆ You can feed them many of your table scraps, decreasing feed costs and decreasing what you send to the landfill
 - ◆ You control the quality of the food you eat by controlling what your hens eat
 - ◆ Packaging is greatly reduced as is the petroleum required to transport store-bought eggs
 - ◆ Composted chicken manure is a great fertilizer. Grow some vegetables to eat, then give the table scraps to your chickens
 - ◆ You control the hens' living conditions
 - ◆ In times of crisis, they are a reliable source of food.
- In addition, raising chickens is fun. They require little attention — only a few minutes a day. They are great animals to have when raising children, teaching responsibility and nature. Financially, if you are careful, the net cost can be very low, even free.

Community Connections

Sharing news, expertise and insight



Dave Bartholomew
Simply Living

Spring is the perfect time of year to start your flock of chickens. There are numerous sources of chicks and supplies in our area. If you want to learn more about the basics, Simply Living Farm is hosting a free workshop on raising chickens on Tuesday, March 8 at 6:30 p.m. in downtown Leavenworth.

In 1918 the US Department of Agriculture had an advertising campaign encouraging families to have a small flock of chickens in their backyard. The advice is at least as valuable today as it was then.

Dave Bartholomew and his wife Nancy live near Leavenworth and own Simply Living Farm — a shop that provides goods for a sustainable life — in downtown Leavenworth. He also is a business advisor, author of two books and a speaker at universities, organizations and companies.

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AGENDA BILL NO. 2016-025

BUSINESS OF THE CITY COUNCIL
CHELAN, WASHINGTON

SUBJECT: Lakeshore RV Park WiFi Agreement

FOR AGENDA OF: May 10, 2016

ORIGINATOR: Paul Schmidt
City Administrator

Reviewed by Attorney: Yes

EXHIBITS

1. Proposed Professional Services Agreement
2. LocalTel Quote

EXPENDITURE	AMOUNT	APPROPRIATION	FINANCE
REQUIRED:	BUDGETED: \$20,000	REQUIRED:	DIRECTOR:

AUTHORITY: 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..."

***** SUMMARY STATEMENT/ISSUES *****

For a number of years, it has been a want to provide WiFi service throughout our entire RV park. So for the 2016 Capital budget, it was proposed to start with a phase-in approach of \$20,000. In discussing this approach, LocalTel recommended installing the entire WiFi system now and pay for the remaining portion next year. The entire WiFi installation is \$31,138.66, but LocalTel will only charge \$20,000 for 2016.

Once installed, the WiFi system will provide approximately 25 GBs of bandwidth throughout the RV Park, will require a password to access and will be restricted to only appropriate sites. The monthly cost for the WiFi service is \$450 and is not a direct cost to the RV customer.

Public Hearing Legislative Matter Other: _____

Suggested Motion:

I move to authorize the Mayor to enter into the Professional Services Agreement with LocalTel for installation of WiFi at the Lakeshore RV Park.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made in duplicate by and between the CITY OF CHELAN, a Washington municipal corporation (the "CITY") and Local-Tel, a private corporation (the "SERVICE PROVIDER").

WHEREAS, the CITY desires to complete the Lakeshore RV Park WiFi Installation (the "Project") which requires specialized skills and other supportive capabilities which the CITY is not able to provide; and

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

NOW, THEREFORE, the parties agree as follows:

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

Commencement Date: May 4, 2016
Completion Date: June 17, 2016

3. Compensation and Method of Payment.
 - 3.1 Compensation. The City shall pay the SERVICE PROVIDER in accordance with the quoted agreement, (*See Exhibit "B"*). Expenses for these professional services are outlined and defined in the quoted agreement.
 - 3.2 Billing and Payment. No payment shall be made for any Service rendered by the SERVICE PROVIDER except for Services and expenses identified in this Agreement. The SERVICE PROVIDER will transmit invoices to the City as set out in *Exhibit "B"*. All invoices shall list the actual time (days and/or hours) and dates during which the Services were performed and the compensation shall be determined using the rates set out in *Exhibit "B"*. Payment for the amount stated on the invoice shall be due in accordance with the agreement set out in *Exhibit "B"*.

4. Information. The SERVICE PROVIDER shall furnish to the CITY within a reasonable time such statements, records, reports, data, and information as the CITY may request pertaining to the Services and the Project.
5. Independent Contractor Relationship.
 - 5.1 The parties intend that an independent contractor relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved by the Services. The implementation of Services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of the Services.
 - 5.2 In the performance of the Services the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the Services, however, the results of the Services be approved by the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory performances of the Services. Notwithstanding, the CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee(s), agent(s) or subcontractor(s) from providing Services or otherwise being involved with the Project.
6. Hold Harmless/Indemnification.
 - 6.1 Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
 - 6.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6.3 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

7. Insurance. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services by the SERVICE PROVIDER, its agents, representatives, or employees.

7.1 Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) per accident.. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, with limits no less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate. The CITY shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the CITY.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession, with limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.

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

- a. The SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.

- b. The SERVICE PROVIDER'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
- 7.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 7.4 Verification of Coverage. SERVICE PROVIDER shall furnish the CITY with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the SERVICE PROVIDER before commencement of the Services.
- 8. Ownership of Property.
 - 8.1 City's Property. All property furnished by the CITY for the use of the SERVICE PROVIDER shall remain the property of the CITY.
 - 8.2 Instruments of Service. All documents, including drawings and specifications, prepared by the SERVICE PROVIDER pursuant to this Agreement are the instruments of service with respect to the Services and shall be owned by the City upon payment of the SERVICE PROVIDER fee by the City. The SERVICE PROVIDER shall provide the City with reproducible copies of all documents, drawings, specifications, and other work products constituting the instruments of service. The instruments of service are not intended nor represented by the SERVICE PROVIDER to be suitable for reuse by the City or others on extensions of the services provided for the Services, or any other project. Any reuse without written verification or adaptation by the City will be at the City's sole risk and without liability or legal exposure to the SERVICE PROVIDER, and the City shall indemnify and hold the SERVICE PROVIDER harmless from all claims, damages; losses, and expenses including attorney's fees arising out of or resulting therefrom.
- 9. Compliance with Laws.
 - 9.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
 - 9.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.
- 10. Nondiscrimination. Because The CITY is an equal opportunity employer:

- 10.1 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
 - 10.2 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.
 - 10.3 Assignment. If any assignment or subcontracting has been authorized by the CITY, the assignment or subcontract shall include appropriate safeguards against discrimination.
11. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
 - 11.1 By signing the agreement below, the SERVICE PROVIDER certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 11.1(b) of this certification; and
- d. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

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

12. Assignment/subcontracting.

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

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

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

13. Maintenance and Inspection of Records.

13.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

13.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access

and right to examine any of said materials at all reasonable times during said period.

14. Termination.

14.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by giving thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the CITY shall pay the SERVICE PROVIDER for all Services provided under this Agreement through the date of termination.

14.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such failure or noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default and the date of the termination. The SERVICE PROVIDER will only be paid for Services performed in accordance with this Agreement through the date of termination.

15. Notice. Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

16. Attorneys Fees and Costs. In any dispute arising from the terms or performance of this Agreement, whether a lawsuit commences, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including an appeal.

17. Jurisdiction and Venue.

17.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and shall be governed by laws of the State of Washington, both as to interpretation and performance.

17.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Chelan County, Washington.

18. Severability. If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Agreement.

19. Entire Agreement. This Agreement, including the Exhibits attached, is the complete and exclusion expression of the agreement between them and shall bind their successors and

assigns. Any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any provision of this Agreement shall constitute a material breach of contract and be cause for termination. The parties recognize time is of the essence in the performance of this Agreement. The forgiveness or waiver of the nonperformance of any provision of this Agreement does not constitute a waiver of any subsequent nonperformance by a party.

CITY:

SERVICE PROVIDER:

CITY OF CHELAN
PO Box 1669
Chelan, WA 98816

Mike Cooney, Mayor

Local Tel _____

_____, 2016

_____, 2016

Attest:

Peri Gallucci, City Clerk

LocalTel Communications

QUOTATION

CHELAN CITY OF
P.O. BOX 1669

Quote #: 4L238323
Consultant: DJP

CHELAN, WA 98816
Bus: (509) 682-4037
Fax: (509) 682-8009

Date: 03-09-16
Expiration: 04-08-16

Part No.	Qty	Description	Unit	Price
.		CUSTOMER ACCESS	.00	.00
ENV-UAPACOUT	3	Ubiquiti Outdoor UniFi AP DUAL BAND 802.11ac	599.95	1799.85
ENV-UAPOUTDO	3	Ubiquiti 2.4GHz 2x2 MIMO Outdoor UAP with DUA	299.95	899.85
ENV-AMO2G13	3	Ubiquiti AirMax 2GHz 13dBi 2x2 DualPol MIMO O	369.95	1109.85
ENV-AMO5G10	3	Ubiquiti AIRMAX Omni 5GHz 13dBi Omni-directio	229.95	689.85
ENV-TGHCABLE	750	Ubiquiti TOUHCable CARRIER - industrial grad	1.50	1125.00
ENV-IEUTCCON	12	Ubiquiti TC-Con-100 SHEILDED ENDS Connector f	1.50	18.00
ENV-NPRFMNT-	3	Baird Non-penetrating Mount for peaked roof;	549.95	1649.85
ENV-TS8POE	3	Ubiquiti ToughSwitch GB PRO 8Port 24V - 48V v	349.95	1049.85
.		BACKHAUL	.00	.00
ENV-NBM5AC50	6	Ubiquiti M5 NanoBeam POWERBEAM 5GHz AC 500mm	229.95	1379.70
ENV-AF24US	2	UBIQUITI AIRFIBER-24GHz WIRELESS PTP LINK, UN	2199.95	4399.90
ENV-NPRFMNT-	1	Baird Non-penetrating Mount for peaked roof;	549.95	549.95
ENV-UBAM	6	J-POLE/ UB-AM Airmax Universal Antenna Mount	30.95	185.70
ENV-TGHCABLE	250	Ubiquiti TOUHCable CARRIER - industrial grad	1.50	375.00
ENV-IEUTCCON	16	Ubiquiti TC-Con-100 SHEILDED ENDS Connector f	1.50	24.00
DVSS-PC6003	2	3' CAT6 PATCH CABLE	4.75	9.50
ENV-TS8POE	1	Ubiquiti ToughSwitch GB PRO 8Port 24V - 48V v	349.95	349.95
CLND-MUNK	1	iss400type	1800.00	1800.00
CLND-TINSTL	168	INSTALLATION CHARGES	86.00	14448.00
.	-168	Labor discount	8.00	-1344.00
.	-1	10% equipment discount	1741.00	-1741.00
.		All Service bundle	.00	.00

Comments :

City of Chelan Parks Project
New adjusted pricing.
All services discount applied. :)

Subtotal: 28778.80
Sales Tax: 2359.86
Total: 31138.66

Authorized Signature : _____ PO Number : _____
I have reviewed & approved purchase of the above products/services

341 GRANT ROAD - EAST WENATCHEE, WA 98802
COMPUTER DIVISION (509) 884-0611 (800) 992-2112 FAX (509) 888-4455
TELEPHONE DIVISION (509) 662-3283 (800) 544-0566 FAX (509) 888-4455

AGENDA BILL NO. 2016-026

BUSINESS OF THE CITY COUNCIL
CHELAN, WASHINGTON

SUBJECT: SR150 Sewer Pipeline
Improvements Bid Award

FOR AGENDA OF: May 10, 2016

ORIGINATOR: Dwane Van Epps
Public Works Director

Reviewed by Attorney: No

EXHIBITS

1. SR150 Sewer Pipeline Improvements Bid Tabulation
2. Gray & Osborne Recommendation Letter

EXPENDITURE	AMOUNT	APPROPRIATION	FINANCE
REQUIRED:	BUDGETED:	REQUIRED:	DIRECTOR:

AUTHORITY: 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..."

***** SUMMARY STATEMENT/ISSUES *****

Bids were solicited for sewer line improvements on SR150 (Manson Hwy) consisting of approximately 7000 lineal feet of slip-lining inside the old north shore force main collector on SR150 between Rocky Point and Eldorado Way, and also replacing approximately 400 lineal feet of that same force main in SR150 just east of Eldorado Way.

Hurst Construction of Wenatchee submitted the lowest bid for the work, with a bid amount of \$636,383.71.

Gray and Osborne, the City's consultant for this project, and Public Works recommend awarding this project to Hurst Construction for their bid amount of \$636,383.71.

Public Hearing Legislative Matter Other: _____

Suggested Motion:

I move to authorize the Mayor to sign the contract with Hurst Construction for the SR150 Sewer Pipeline Improvements for the bid amount of \$636,383.71 and authorize an additional \$70,000 in expenditures for contingency.

BIDDER	ENGINEER'S ESTIMATE	HURST CONSTRUCTION	TRICO COMPANIES, LLC	POW CONTRACTING	PIPKIN CONSTRUCTION	SHOEMAKER EXCAVATION
BIDDER ADDRESS		1737 North Wenatchee Ave Wenatchee, WA 98801 058,747-00	15066 Josh Wilson Rd Burlington, WA 98233 249,615-00	1100 E. Columbia St, Ste B5 Pasco, WA 99301 945,92-00	4801 Contractors Dr. East Wenatchee, WA 98802 879,334-00	33004 S. Gerald's Rd. Kennewick, WA 99337 962,541-01
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.		HURSTCL962DE	TRICOCL886Q8	POWCO**037R4	PIPKIC*066JA	SHOEME1987LJ
WASHINGTON STATE CONTRACTOR'S REG. NUMBER		5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND
BID BOND OR OTHER GOOD FAITH TOKEN						

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Schedule A: Slipline, Rocky PT to LS NO. 11														
1	Minor Changes	1	CALC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Survey	1	LS	\$5,000.00	\$5,000.00	\$3,235.00	\$3,235.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$4,500.00	\$4,500.00	\$5,532.00
3	Mobilization, Cleanup, and Demobilization	1	LS	\$55,000.00	\$55,000.00	\$76,000.00	\$76,000.00	\$54,000.00	\$54,000.00	\$44,000.00	\$44,000.00	\$57,300.00	\$57,300.00	\$44,510.00
4	Project Temporary Traffic Control	1	LS	\$30,000.00	\$30,000.00	\$36,400.00	\$36,400.00	\$45,000.00	\$45,000.00	\$20,000.00	\$20,000.00	\$70,000.00	\$70,000.00	\$58,200.00
5	Removal of Structure or Obstruction	1	LS	\$5,000.00	\$5,000.00	\$3,600.00	\$3,600.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$4,000.00	\$4,000.00	\$15,918.00
6	Controlled Density Fill	100	CY	\$100.00	\$10,000.00	\$120.00	\$12,000.00	\$120.00	\$12,000.00	\$150.00	\$15,000.00	\$150.00	\$15,000.00	\$12,900.00
7	Locate Existing Utilities	1	LS	\$3,000.00	\$3,000.00	\$9,700.00	\$9,700.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00	\$3,850.00
8	Crushed Surfacing Top Course	220	TN	\$25.00	\$5,500.00	\$30.00	\$6,600.00	\$22.00	\$4,840.00	\$22.00	\$4,840.00	\$30.50	\$6,710.00	\$49.00
9	HMA Cl. 1/2" PG 64-28	150	TN	\$100.00	\$15,000.00	\$247.00	\$37,050.00	\$200.00	\$30,000.00	\$150.00	\$22,500.00	\$190.00	\$28,500.00	\$220.00
10	Temporary Asphalt	80	TN	\$125.00	\$10,000.00	\$291.00	\$23,280.00	\$100.00	\$8,000.00	\$125.00	\$10,000.00	\$165.00	\$13,200.00	\$129.00
11	Trench Excavation Safety Systems	1	LS	\$10,000.00	\$10,000.00	\$2,650.00	\$2,650.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$14,000.00	\$14,000.00	\$4,850.00
12	Bank Run Gravel for Trench Backfill	1,010	TN	\$25.00	\$25,250.00	\$11.00	\$11,110.00	\$17.00	\$17,170.00	\$22.00	\$22,220.00	\$10.50	\$10,605.00	\$43.00
13	Air-Vac Release Assembly	4	EA	\$4,500.00	\$18,000.00	\$7,660.00	\$30,640.00	\$12,000.00	\$48,000.00	\$3,500.00	\$14,000.00	\$7,800.00	\$31,200.00	\$12,090.00
14	Side Sewer Re-Connection	24	EA	\$1,500.00	\$36,000.00	\$3,100.00	\$74,400.00	\$3,800.00	\$91,200.00	\$1,500.00	\$36,000.00	\$7,000.00	\$168,000.00	\$2,836.00
15	Side Sewer Stub	4	EA	\$1,500.00	\$6,000.00	\$2,400.00	\$9,600.00	\$3,400.00	\$13,600.00	\$350.00	\$1,400.00	\$3,700.00	\$14,800.00	\$4,427.00
16	Service Connection	20	EA	\$500.00	\$10,000.00	\$975.00	\$19,500.00	\$550.00	\$11,000.00	\$1,400.00	\$28,000.00	\$2,500.00	\$50,000.00	\$3,206.00
17	Service Pipe	100	LF	\$5.00	\$500.00	\$31.00	\$3,100.00	\$5.00	\$500.00	\$40.00	\$4,000.00	\$4.00	\$400.00	\$15.00
18	Sewer Cleanout	2	EA	\$5,000.00	\$10,000.00	\$4,800.00	\$9,600.00	\$7,000.00	\$14,000.00	\$750.00	\$1,500.00	\$6,100.00	\$12,200.00	\$6,751.00
19	Temporary Sewage Pumping	1	LS	\$20,000.00	\$20,000.00	\$39,000.00	\$39,000.00	\$8,000.00	\$8,000.00	\$112,200.00	\$112,200.00	\$85,750.00	\$85,750.00	\$83,291.00
20	HDPE Slipline Pipe, 4-Inch Diameter	7,800	LF	\$45.00	\$351,000.00	\$11.50	\$89,700.00	\$17.00	\$132,600.00	\$22.50	\$175,500.00	\$11.50	\$89,700.00	\$18.00
21	Flushing Station Connection	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$7,500.00	\$7,500.00	\$3,400.00	\$3,400.00	\$8,480.00
22	Future Lift Station Connection	1	LS	\$5,000.00	\$5,000.00	\$2,700.00	\$2,700.00	\$8,000.00	\$8,000.00	\$5,250.00	\$5,250.00	\$5,300.00	\$5,300.00	\$7,726.00
23	Lift Station No. 11 Connection	1	LS	\$5,000.00	\$5,000.00	\$2,870.00	\$2,870.00	\$8,000.00	\$8,000.00	\$7,500.00	\$7,500.00	\$3,300.00	\$3,300.00	\$7,958.00
24	Erosion/Water Pollution Control	1	LS	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$4,850.00
25	Seeding, Fertilizing, and Mulching	40	SY	\$30.00	\$1,200.00	\$10.00	\$400.00	\$9.00	\$360.00	\$15.00	\$600.00	\$10.00	\$400.00	\$90.00
26	Extruded Curb	40	LF	\$25.00	\$1,000.00	\$42.00	\$1,680.00	\$20.00	\$800.00	\$60.00	\$2,400.00	\$40.00	\$1,600.00	\$50.00
27	Paint Line	500	LF	\$2.00	\$1,000.00	\$1.28	\$640.00	\$2.00	\$1,000.00	\$3.00	\$1,500.00	\$5.00	\$2,500.00	\$7.50
28	Project Documentation	1	LS	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00	\$1,500.00
Subtotal, Schedule A:				\$655,950.00		\$520,855.00		\$565,070.00		\$611,410.00		\$713,365.00		\$735,459.00
Sales Tax @ 8.2%				\$53,787.90		\$42,710.11		\$46,335.74		\$50,135.62		\$58,495.93		\$60,307.64
TOTAL CONSTRUCTION COST				\$709,737.90		\$563,565.11		\$611,405.74		\$661,545.62		\$771,860.93		\$795,766.64

CITY OF CHELAN, CHELAN COUNTY, WA
SEWER PIPELINE IMPROVEMENTS
G&O #15035

DATE:5/4/16
DRAWN:tf
CHECKED:AM
APPROVED:AM

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS
SEATTLE, OLYMPIA, YAKIMA, VANCOUVER, WENATCHEE & ARLINGTON, WA

BIDDER	ENGINEER'S ESTIMATE	HURST CONSTRUCTION	TRICO COMPANIES, LLC	POW CONTRACTING	PIPKIN CONSTRUCTION	SHOEMAKER EXCAVATION
BIDDER ADDRESS		1737 North Wenatchee Ave Wenatchee, WA 98801	15066 Josh Wilson Rd Burlington, WA 98233	1100 E. Columbia St, Ste B5 Pasco, WA 99301	4801 Contractors Dr. East Wenatchee, WA 98802	33004 S. Gerald's Rd. Kennewick, WA 99337
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.		058,747-00	249,615-00	945,92-00	879,334-00	962,541-01
WASHINGTON STATE CONTRACTOR'S REG. NUMBER		HURSTCL962DE	TRICOCL886Q8	POWCO**037R4	PIPKIC*066JA	SHOEME1987LJ
BID BOND OR OTHER GOOD FAITH TOKEN		5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Schedule B: 8-inch Gravity Sewer Line Replacement														
1	Mobilization, Cleanup, and Demobilization	1 LS	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00	\$3,000.00	\$3,000.00	\$2,400.00	\$2,400.00	\$1,300.00	\$1,300.00	\$3,713.00	\$3,713.00
2	Project Temporary Traffic Control	1 LS	\$6,000.00	\$6,000.00	\$7,300.00	\$7,300.00	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$5,750.00	\$5,750.00	\$1,940.00	\$1,940.00
3	Removal of Structure or Obstruction	1 LS	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$2,700.00	\$2,700.00	\$970.00	\$970.00
4	Controlled Density Fill	10 CY	\$100.00	\$1,000.00	\$190.00	\$1,900.00	\$120.00	\$1,200.00	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$129.00	\$1,290.00
5	Locate Existing Utilities	1 LS	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$700.00	\$700.00	\$485.00	\$485.00
6	Crushed Surfacing Top Course	50 TN	\$30.00	\$1,500.00	\$53.00	\$2,650.00	\$22.00	\$1,100.00	\$50.00	\$2,500.00	\$30.50	\$1,525.00	\$49.00	\$2,450.00
7	HMA Cl. 1/2" PG 64-28	40 TN	\$125.00	\$5,000.00	\$208.00	\$8,320.00	\$200.00	\$8,000.00	\$150.00	\$6,000.00	\$195.00	\$7,800.00	\$220.00	\$8,800.00
8	Temporary Asphalt	20 TN	\$125.00	\$2,500.00	\$1.00	\$20.00	\$110.00	\$2,200.00	\$150.00	\$3,000.00	\$165.00	\$3,300.00	\$196.00	\$3,920.00
9	Manhole, 48-in Diam	1 EA	\$4,250.00	\$4,250.00	\$3,900.00	\$3,900.00	\$3,800.00	\$3,800.00	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00	\$6,302.00	\$6,302.00
10	Connect to Existing Manhole	1 EA	\$2,000.00	\$2,000.00	\$2,620.00	\$2,620.00	\$3,000.00	\$3,000.00	\$650.00	\$650.00	\$2,000.00	\$2,000.00	\$2,700.00	\$2,700.00
11	Trench Excavation Safety Systems	1 LS	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
12	Bank Run Gravel for Trench Backfill	95 TN	\$25.00	\$2,375.00	\$16.00	\$1,520.00	\$17.00	\$1,615.00	\$25.00	\$2,375.00	\$10.50	\$997.50	\$43.00	\$4,085.00
13	PVC Sanitary Sewer Pipe, 8 In. Diameter	380 LF	\$110.00	\$41,800.00	\$36.50	\$13,870.00	\$49.00	\$18,620.00	\$25.00	\$9,500.00	\$34.00	\$12,920.00	\$37.50	\$14,250.00
14	Temporary Sewage Pumping	1 LS	\$2,500.00	\$2,500.00	\$10,100.00	\$10,100.00	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$6,100.00	\$6,100.00	\$2,500.00	\$2,500.00
15	Erosion/Water Pollution Control	1 LS	\$500.00	\$500.00	\$200.00	\$200.00	\$300.00	\$300.00	\$500.00	\$500.00	\$50.00	\$50.00	\$500.00	\$500.00
16	Seeding, Fertilizing, and Mulching	50 SY	\$30.00	\$1,500.00	\$10.00	\$500.00	\$9.00	\$450.00	\$40.00	\$2,000.00	\$10.00	\$500.00	\$90.00	\$4,500.00
17	Paint Line	200 LF	\$2.00	\$400.00	\$2.00	\$400.00	\$2.00	\$400.00	\$3.00	\$600.00	\$5.00	\$1,000.00	\$7.50	\$1,500.00
18	Project Documentation	1 LS	\$500.00	\$500.00	\$300.00	\$300.00	\$100.00	\$100.00	\$1,500.00	\$1,500.00	\$200.00	\$200.00	\$500.00	\$500.00
Subtotal Schedule B:				\$82,825.00		\$67,300.00		\$53,285.00		\$49,775.00		\$55,342.50		\$60,905.00
Sales Tax @ 8.2%				\$6,791.65		\$5,518.60		\$4,369.37		\$4,081.55		\$4,538.09		\$4,994.21
TOTAL CONSTRUCTION COST				\$89,616.65		\$72,818.60		\$57,654.37		\$53,856.55		\$59,880.59		\$65,899.21
Subtotal Schedule A and B:				\$738,775.00		\$588,155.00		\$618,355.00		\$661,185.00		\$768,707.50		\$796,364.00
Sales Tax @ 8.2%				\$60,579.55		\$48,228.71		\$50,705.11		\$54,217.17		\$63,034.02		\$65,301.85
TOTAL CONSTRUCTION COST SCHEDULE A AND B:				\$799,354.55		\$636,383.71		\$669,060.11		\$715,402.17		\$831,741.52		\$861,665.85

Sealed bids were opened at the City of Chelan, 135 East Johnson Avenue, Chelan, Washington 98816 on Tuesday, May 3, 2016, at 2:00 p.m. (local time).

I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.


ADAM MILLER, P.E.

DATE:5/4/16
DRAWN:tf
CHECKED:AM
APPROVED:AM

CITY OF CHELAN, CHELAN COUNTY, WA
SEWER PIPELINE IMPROVEMENTS
G&O #15035

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS
SEATTLE, OLYMPIA, YAKIMA, VANCOUVER, WENATCHEE & ARLINGTON, WA



May 6, 2016

Mr. Dwane Van Epps
Public Works Director
City of Chelan
PO Box 1669
Chelan, Washington 98816

SUBJECT: REVIEW OF BIDS, SEWER PIPELINE IMPROVEMENTS
CITY OF CHELAN, CHELAN COUNTY, WASHINGTON
G&O #15035

Dear Mr. Van Epps:

On May 3, 2016, the City of Chelan received 5 bids for the Sewer Pipeline Improvements project. The bids ranged from \$636,383.71 to \$861,665.85. The Engineer's Estimate was \$799,354.55. Each proposal was checked for correctness of extensions of the prices per unit and the total price. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

1.	Hurst Construction, LLC (Wenatchee, WA).....	\$636,383.71
2.	Trico Companies, LLC (Burlington, WA).....	\$669,060.11
3.	P.O.W. Contracting, INC (PASCO, WA).....	\$715,402.17
	Engineer's Estimate	\$799,354.55
4.	Pipkin Construction (East Wenatchee, WA)	\$831,741.52
5.	Shoemaker Excavation, INC (Kennewick, WA)	\$861,665.85

The low responsive bidder, Hurst Construction, LLC of Wenatchee, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the low bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the low bidder, Hurst Construction of Wenatchee, Washington has met the responsibility criteria.



Mr. Dwane Van Epps
May 6, 2016
Page 2

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder, Hurst Construction LLC, P.O. Box 990, Wenatchee, WA 98807.

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

Adam J. Miller, P.E.

AJM/tlf
Encl.

AGENDA BILL NO. 2016-027

BUSINESS OF THE CITY COUNCIL
CHELAN, WASHINGTON

SUBJECT: Chelan Fruit Utility Extension Agreement

EXHIBITS

- 1. Utility Extension Agreement
- 2. Location Map

FOR AGENDA OF: May 10, 2016

ORIGINATOR: Dwane Van Epps
Public Works Director

Reviewed by Attorney: Yes

EXPENDITURE REQUIRED:	AMOUNT BUDGETED:	APPROPRIATION REQUIRED:	FINANCE DIRECTOR:
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AUTHORITY: CMC 13.34.020 Policy – Utility extension – Inside urban growth area. “It is the policy of the city that city utility services be extended to property outside the city’s corporate boundaries, but within the city’s urban growth area, only if such extension is consistent with sound urban planning, and that such properties ultimately be annexed into the city at a time deemed appropriate by the city”.

***** SUMMARY STATEMENT/ISSUES *****

Chelan Fruit approached the Mayor in early February to discuss the possibility of connecting to City water and sewer for domestic purposes. Since that time, Mayor Cooney and Staff have met with Chelan Fruit officials and design engineers to negotiate an acceptable agreement for connecting to City utilities that would include eventual annexation, as required by CMC 13.34. The main points of the attached utility extension agreement that has been negotiated are as follows:

- 1. Utility connection charges have been discounted as an incentive for industrial annexations, where the cost discounts can be credited back against the property tax gains.
- 2. Credit for utility extensions might be a policy consideration for future industrial GFC installations.
- 3. Fire protection issues in the industrial areas is an important consideration.

Public Hearing Legislative Matter Other: _____

Suggested Motion:

I move the Mayor sign the proposed Utility Extension Agreement with Chelan Fruit, consistent with Chapter 13.34.020 of the Chelan Municipal Code.

UTILITY EXTENSION AGREEMENT

(outside City limits / within urban growth area)

THIS UTILITY EXTENSION AGREEMENT is made between the City of Chelan, a municipal corporation (the "City") and Trout-Blue Chelan-Magi, Inc., a Washington corporation (the "Owner").

RECITALS

- A. The City owns and operates domestic water and wastewater utility systems (the "Utility Systems") and provides services therefrom (the "Utility Services") to its residents;
- B. The Owner owns the real property described in *Exhibit A* (the "Service Property");
- D. The Service Property is located outside the City's corporate limits and within the City's designated urban growth area;
- E. The Owner desires the City provide Utility Services to the Service Property;
- F. The Owner has petitioned the City to be connected to the Utility Systems, and the City's Council has approved such connection pursuant to CMC 13.34; and
- G. The City and the Owner are required to enter into this Utility Extension Agreement, pursuant to CMC 13.34.

AGREEMENTS

1. Incorporation of Recitals. The Recitals are incorporated into these agreements as binding commitments and representations.

Utility Extension Agreement -1-

2. Provision of Utility Services to the Service Property. The City shall permit the connection of the Service Property to the Utility Systems and shall provide Utility Services to the Service Property.

a. Domestic Water Service. The City will provide domestic water service up to 820 gallons per minute. Domestic water service above this amount will require an engineering analysis before the City can commit to the provision of additional domestic water service.

1) Metering. The Service Property has five (5) individual 5/8 inch water meters providing the equivalent of five ERUs. The City will provide one three (3) inch at Plant #1, one (1) three inch (3) at Plant #2 and an existing 5/8 inch meter will remain at the Owner's Office.

2) Connection Charge. In lieu of connection charges, Owner agrees to pay for installation of approximately 700 lineal feet of 12 inch water main extension on Houser Road, pay for the purchase and installation of the two (2) three (3) inch water meters and all required appurtenances as required by the City. All water main improvements shall be approved and conveyed to the City after installation.

3) Industrial water. The Owner will continue to use an alternative source of water for industrial use, to the extent authorized by the Washington State Department of Health. City agrees to provide emergency fire flow protection services to the Owner in the event the current water purveyor fails or cannot provide emergency fire flow protection to the Owner.

b. Sewer Service.

1) Connection point. The city will provide domestic sewer service up to an amount equal to 25.29 ERU's. At the City's cost, the Service Property will be connected to the City's sewer system, with the location and method of connection determined by the City. The City will accept input from the Owner for the location of the connection.

2) Rates and metering. Rates for sewer service will be based on actual flows from the Service Property, measured by a sewer discharge meter approved by the City and installed by the Owner, at the Owner's cost. It is understood that rates for industrial/commercial sewer service will be negotiated between the Owner and City for future discharge to the City's sewer system. The cost for connection will be based on an ERU prorated basis for commercial/industrial applications.

3. Policies, Rules and Regulations. The provisions and requirements pertaining to the Utility Systems, as they currently exist, and may hereafter be amended, including without limitation the provisions of Title 13 of the Chelan Municipal Code, Sections 2 and 3 of the Chelan Development Standards, and the City's Rate Resolution (the "Utility Standards") are incorporated into this Agreement and the Owner shall comply with the Utility Standards. To the extent the provisions of this Utility Extension Agreement are inconsistent with the provisions of the Utility Standards, the provisions of the Utility Standards shall govern.

4. Rates for Utility Services. Rates for Utility Services to the Subject Property will be established by the City in the City's Rate Resolution. If the Service Property is annexed into the City, the rates for Utility Services shall be the same for Utility Services for users similar to the Subject Property within the City. Otherwise, the Owner acknowledges that the rates for utility services established in the City's Rate Resolution are different if provided outside the City's corporate boundary.

5. Commencement / Continuation of Annexation Procedure. Upon the circumstances providing for the Service Property to become eligible for or subject to annexation to the City, and at the request of the City, the Owners shall commence a petition to annex the Service Property to the Service Property, shall continue to exercise their best efforts to secure the annexation of the Service Property into the City, and/or shall not object to the Service Property being joined into an annexation of other property to the City. To effectuate the covenants of this section, the Owner appoints the City as the Owner's agent for such annexation process. However, City agrees Owner is not required to effectuate annexation proceedings any sooner than October 1, 2016.

6. Acknowledgment of availability of Utility Services. On request, the City will acknowledge that Utility Services are available to the Service Property.

7. Vacation of Howser Road. If the Service Property is annexed into the City, the City will consider the vacation of Howser Road, under the standards for the vacation of streets authorized under RCW 35.79.

8. CMC 13.34 Provisions. Pursuant to CMC 13.34.060:

a. Agreement to Run with the Service Property. This Utility Extension Agreement shall be recorded with the Chelan County Auditor's office and shall constitute a covenant running with the Service Property. All covenants and provisions of the Utility Extension Agreement shall bind the Owner and all other persons subsequently acquiring any right, title or interest in or to the Service Property.

b. Warranty of Title. The Owner warrants it is the fee owner of the Service Property and is authorized to enter into the Utility Extension Agreement.

Utility Extension Agreement -3-

c. Costs of Design, Engineering and Construction of Connection. The Owner shall pay all costs of design, engineering, review, construction and inspection of the connection of the Service Property to the Utility Systems, which shall be accomplished to City standards and conform to plans approved by the Public Works Director.

d. Capacity Commitment Payments. The Owner shall pay for the City's reservation of sewer and/or water capacity, which is calculated as a percentage of the connection fee for the utility service. Such payments shall be made under the payment schedule determined by the City.

e. Easements and Permits. The Owner shall secure and obtain at the Owner's sole cost and expense, all permits, easements and licenses necessary to provide for the connection of the Service Property to the Utility Systems.

f. Dedication of Capital Facilities. The Owner shall dedicate all capital facilities constructed as part of the connections to the Utility Systems, at no cost to the City, upon the completion of construction, approval and acceptance by the City.

g. Connection Charges. The Owner shall pay the connection charges set by the City as a condition of connection to the Utility Systems.

h. Agreement Not to Protest Annexation; Limited Power of Attorney. If the City requires the Service Property to be annexed into the City, the Owner shall not object to the annexation of the Property to the City, and the Owner shall execute a petition for annexation of the Property when requested to do so by the City. Alternatively, the Owner appoints the City, through its duly appointed Public Works Director or Director of Community Development, as its limited attorney in fact, to execute a petition for annexation, or a waiver of objection to such annexation, on behalf of the Owner.

i. Development of Service Property to Conform to Codes and Standards. The Owner shall comply with all requirements of the City's comprehensive land use plan, zoning and building Codes and the City's Development Standards when developing or redeveloping the Property.

j. Termination of Non-Compliance. In addition to all other remedies available to the City for the Owner's non-compliance with the terms of this Utility Extension Agreement, the City may disconnect the Service Property from the Utility Systems, and for that purpose may at any time enter upon the Service Property.

9. Miscellaneous.

a. Governing Law. This Utility Extension Agreement is executed and delivered and shall be governed by and construed in accordance with the laws of the State of Washington, with all actions to occur in Chelan County, Washington.

Utility Extension Agreement -4-

b. Binding Effect. The Agreements and covenants contained in this Utility Extension Agreement shall be binding on the parties, and their legal representatives, heirs, successors and assigns and shall run with and bind the Service Property. This Utility Extension Agreement shall not be amended or modified except by the parties' mutual written consent.

c. Specific Enforcement. The parties agree the parties' obligations are subject to the remedy of specific enforcement.

d. Attorneys Fees. If it is necessary for either party to utilize the services of an attorney to enforce this Utility Extension Agreement, the enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any of the terms of this Utility Extension Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the court.

e. Notice. Any notices, except service of process and notice of improper discharge or emergency which may be given personally, telephonically, by e-mail or facsimile, shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the Service Address and the City's office of Public Works.

CITY OF CHELAN

By _____
Mike Cooney, Mayor

TROUT-BLUE CHELAN-MAGI, INC.

By: _____
Reggie Collins, President

[acknowledgments attached separately]

Utility Extension Agreement -5-

State of Washington
County of Chelan

I certify that I know or have satisfactory evidence that Mike Cooney is the person who appeared before me and acknowledged he signed this instrument, and on oath stated he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Chelan, as the free and voluntary act of the City of Chelan for the uses and purposes mentioned in the instrument.

DATED this ____ day of May, 2016.

Signature _____
_____, Notary Public
My Appointment Expires _____

State of Washington
County of Chelan

I certify that I know or have satisfactory evidence that Reggie Collins is the person who appeared before me and acknowledged he signed this instrument, and on oath stated he was authorized to execute and acknowledged it as the President of Trout-Blue Chelan-Magi, Inc., as the free and voluntary act of Trout-Blue Chelan-Magi, Inc. for the uses and purposes mentioned in the instrument.

DATED this ____ day of May, 2016.

Signature _____
_____, Notary Public
My Appointment Expires _____

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Exhibit A to Utility Extension Agreement

Legal Description

Utility Extension Agreement -7-

Chelan County GIS map

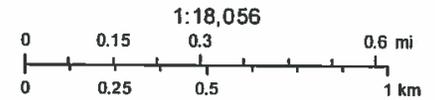
AGENDA BILL NO. 2016-027
Exhibit 2



May 10, 2016

Roads

- | | | | |
|---|---|--|--|
|  County Roads |  County/City Roads |  Private Roads |  Parcels |
|  Unmaintained County Roads |  Highways |  Condo Common Areas |  Parcel Number Labels |
|  City Roads | | | |



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Geomapping, Aerogrid, IGN, IGP, swisstopo, and

LAKE CHELAN AIRPORT BOARD
May 10, 2016

1. Call to Order
2. Agenda Changes
3. Minutes
 - A. Approve Minutes of the April 26, 2016 Airport Board Meeting (Gallucci)
4. Consent Agenda
 - A. Approve May 10, 2016 Claim & Payroll Warrants (Reviewed by Allen)
5. Public Hearings
 - A. None
6. Action Items
 - A. None
7. Airport Manager Comments
8. Adjournment

MINUTES OF THE APRIL 26, 2016
AIRPORT BOARD MEETING
Chelan City Hall, 135 East Johnson Avenue, Chelan, Washington

1. **CALL TO ORDER**

The meeting was called to order at 7:14 p.m.

BOARD MEMBERS PRESENT

Airport Board President Cooney, Members Allen, Harper, Dobbs, Isenhart, McCardle, Morehouse, and Steele, Manager Schmidt and Secretary Gallucci.

2. **AGENDA CHANGES**

A. None.

3. **MINUTES:**

Ms. McCardle moved to approve the minutes as follows. Second by Ray Dobbs. Motion passed unanimously.

A. Minutes of the April 12, 2016 Airport Board Meeting

4. **CONSENT AGENDA**

Mr. Steele moved to approve the consent agenda as follows. Second by Mr. Harper. Motion passed unanimously.

A. April 26, 2016 Claim Warrants No. 6283 to 6294 totaling \$3,149.49 and Payroll Warrants No. 3175 to 3181 totaling \$1,919.37.

5. **PUBLIC HEARINGS.**

A. None.

6. **ACTION ITEMS**

A. None.

7. **AIRPORT MANAGER COMMENTS**

A. None.

8. **ADJOURNMENT**

There being no further business, the meeting adjourned at 7:15 p.m.

Prepared by:

Attested to:

Date approved by Airport Board:

Peri Gallucci
Airport Board Secretary

Michael Cooney
Airport Board President