

## CITY COUNCIL AGENDA

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

2. AGENDA CHANGES

3. CITIZEN COMMENTS

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

4. MINUTES

- A. Approve December 9, 2025 Minutes of the Regular City Council Meeting (Deputy City Clerk Couch)

Suggested Motion: I move to approve the Minutes.

5. CONSENT AGENDA

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

- A. Council Committee Liaison Assignments (City Clerk Gallucci)
- B. Clean Vessel Act Grant Application (Interim Parks and Recreation Director Cooper)

Suggested Motion: I move to approve the Consent Agenda.

6. SPECIAL PRESENTATIONS

- A. None

7. PUBLIC HEARINGS

- A. None

8. MOTION CONSIDERATIONS

- A. Resolution No. 2026-1474 Reaffirming the Wellness Incentive Program (HR/Communications Director Coltman)

Suggested Motion: I move to adopt Resolution No. 2026-1474.

- B. Resolution No. 2026-1475 DLL Finance LLC Lease Agreement and the Golf Cars Etc. Professional Services Agreement for Golf Carts (Interim Parks and Recreation Director Cooper)

Suggested Motion: I adopt Resolution No. 2026-1475 and authorize the Mayor to finalize and execute the Golf Cars Etc. Professional Services Agreement for Golf Carts.

- C. Washington State Department of Commerce Funding Agreement for a Grant Acceptance for the East Chelan Reservoir Engineering and Construction Management Services (Public Works Director Youngren)

Suggested Motion: I move to authorize the Mayor to finalize and execute the Washington State Department of Commerce Funding Agreement for a Grant Acceptance for the East Chelan Reservoir Engineering and Construction Management Services.

- D. Seasonal Onsite RV License Agreement at the Lake Chelan Airport (City Administrator McAloon)

Suggested Motion: I authorize the Mayor to finalize and execute the Seasonal Onsite RV License Agreement at the Lake Chelan Airport in the form approved by the City Attorney.

## 9. ADMINISTRATIVE REPORTS

- A. Eastern Cascade Vending dba Eastern Cascade Distributing 2026 - 2028 Beverage Agreement (Interim Parks and Recreation Director Cooper)
- B. Comprehensive Plan Docket Update (Community Development Director Ajax)
- C. Golf Course Study Selection Process (Interim Parks and Recreation Director Cooper)
- D. Varela Engineering & Management Professional Services Agreement for the East Chelan Reservoir Engineering Services (Public Works Director Youngren)
- E. RH2 Engineering Inc. Task Authorization No. XX for the Design of the Farnham and Webster Pedestrian Improvements Project (Public Works Director Youngren)

## 10. INFORMATIONAL ITEMS

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

- A. Tentative Advanced Agenda (City Administrator McAloon)
- B. Council Committie Liaison Reports (Mayor McCardle)
- C. Contract Tracking Report (City Clerk Gallucci)
- D. Lake Chelan Chamber of Commerce Financial Report - December 2025 (Finance Director Evans)

## 11. CITY ADMINISTRATOR AND DEPARTMENT REPORTS

## 12. MAYOR AND COUNCIL COMMENTS

## 13. RECESS - LAKE CHELAN AIRPORT BOARD

- A. The January 13, 2026 Lake Chelan Airport Board meeting has been cancelled.

## 14. EXECUTIVE SESSION

A. None

## 15. ADJOURNMENT

### **Our Vision**

Chelan is a rural lakeside community surrounded by pristine natural beauty where generations of visitors and residents enjoy an exceptional quality of life.

### **Our Guiding Principles & Outcomes**

Visionary & Strategic - A city that is forward-thinking, collaborative, and fiscally responsible.

Thriving & Connected - A vibrant, well-planned city where residents have a sense of home.

Healthy & Sustainable - A flourishing city that supports an active community.

Accessible & Welcoming - A safe city where everyone can find community.

The next meeting will be a City Council Regular Meeting on Tuesday, January 27, 2026, beginning at 5:15 p.m. in Council Chambers, 135 E. Johnson Avenue, Chelan, Washington.

A City Council meeting packet is available for review on the City's Website: City of Chelan under Government - City Council.



**CITY OF CHELAN**  
**City Council Meeting - December 9, 2025**

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Mayor:**

Erin McCardle

**Councilmembers:**

Augustin Benegas

Brad Chitty

Shari Dietrich (via Zoom)

Mark Ericks (via Zoom)

Jon Higgins

Tim Hollingsworth

Terry Sanders

**Staff Present:**

Interim City Administrator Chad Coltman

City Attorney Quentin Batjer

City Clerk Peri Gallucci

Deputy City Clerk Cailey Couch

Community Development Director John Ajax

Finance Director Jackie Tupling

Incoming Finance Director Heidi Evans

Interim Parks & Recreation Director Audrey Cooper

Public Works Director Jake Youngren

Public Works City Engineer Travis Denham

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

A. The meeting was called to order at 5:15 p.m.

2. RECESS - AIRPORT BOARD MEETING

A. The City Council meeting recessed at 5:15 p.m. to allow the Mayor and Councilmembers to participate in the Airport Board meeting. The Council meeting reconvened at 5:19 p.m. following the adjournment of the Airport Board Meeting.

3. AGENDA CHANGES

A. None.

4. CITIZEN COMMENTS

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

A. LeeAnne Weathersby, Resident of Chelan, thanked the City for their continued support on behalf of the Okanogan County Transportation & Nutrition.

5. MINUTES

A. November 12, 2025 Minutes of the Special City Council Meeting

B. November 25, 2025 Minutes of the Regular City Council Meeting

C. December 2, 2025 Minutes of the City Council Workshop

**Motion to approve the Minutes.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Higgins.



***Motion passed unanimously.***

6. CONSENT AGENDA

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

- A. December 9, 2025 Accounts Payable Checks No. 211934 - 211998 totaling \$1,441,463.26 VOID Check No. 211705 Duplicate Payment \$(40.00) and Merchant Fees totaling \$10,560.21 & Payroll Checks No. 103157 - 103167 Direct Deposit and EFT's totaling \$422,656.55
- B. Authorization to Pay Year-End Expenditures
- C. Resolution No. 2025-1473 Reappoint Vicki Carr to the Housing Authority Board
- D. Confirm Mayor's Reappointment of Vicki Heimark to Position No. 2 on the Planning Commission
- E. Confirm Mayor's Appointment of Brad Nelson to Position No. 2 on the Parks and Recreation Advisory Board
- F. Confirm Mayor's Reappointment of Linda Reister to Position No. 3 on the Parks and Recreation Advisory Board
- G. Confirm Mayor's Appointment of Matt Engstrom to Position No. 4 on the Parks and Recreation Advisory Board
- H. Confirm Mayor's Reappointment of Todd Higley to Position No. 5 on the Parks and Recreation Advisory Board
- I. Resolution No. 2025-1471 Delegated Authority Policy
- J. Resolution No. 2025-1472 Donation of Big Belly Trash Cans

**Motion to approve the Consent Agenda.**

Moved by Councilmember Chitty, seconded by Councilmember Hollingsworth.

***Motion passed unanimously.***

7. SPECIAL PRESENTATIONS

- A. Councilmember Dietrich Proclamation  
Mayor McCardle proclaimed December 9, 2025 as the day to celebrate and recognize Councilmember Dietrich.
- B. Chelan Douglas Transportation Council (CDTC) Northshore Pathway  
Jeff Wilkins presented the Chelan-Douglas Pathways Master Plan – Project Corridor Executive Summary for the Chelan to Manson route. The presentation highlighted various segments of the proposed pathway, emphasizing both opportunities and constraints along the route. Mr. Wilkins outlined the key goals used to evaluate the pathway: user experience, connectivity, cost, feasibility, and accessibility. He also discussed survey results and the next steps, which include phased implementation, plans for long-term maintenance, and strategies to securing funding.

8. PUBLIC HEARINGS

- A. None.

9. MOTION CONSIDERATIONS

- A. Resolution No. 2025-1470 2025 Lake Chelan Airport Budget Amendment No. 1  
Incoming Finance Director Evans stated the proposed Budget Amendment No. 1, noting that no further changes had been made and offered Council an opportunity to review and ask questions.

**Motion to adopt Resolution No. 2025-1470.**

Moved by Councilmember Chitty, seconded by Councilmember Sanders.

***Motion passed unanimously.***

- B. Resolution No. 2025-1469 2026 Lake Chelan Airport Budget Adoption  
Incoming Finance Director Evans stated the proposed 2026 Budget, noting that no further changes had been made and offered Council an opportunity to review and ask questions.

**Motion to adopt Resolution No. 2025-1469.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Higgins.

***Motion passed unanimously.***

- C. Ordinance No. 2025-1648 2025 Budget Amendment No. 3  
Incoming Finance Director Evans presented the proposed Budget Amendment No. 3, noting one correction: Line Item 101-000-000-542-30-11-00 for Roadway Wages was initially presented as \$2,800 in the proposed amendment's numerical line, but the note section listed the correct amount. This has now been updated to reflect the accurate figure of \$28,000.

**Motion to adopt Ordinance No. 2025-1648.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Benegas.

***Motion passed unanimously.***

- D. Ordinance No. 2025-1649 2026 City Budget Adoption  
Incoming Finance Director Evans presented the 2026 City Budget for adoption.

**Motion to adopt Ordinance No. 2025-1649.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Ericks.

***Passed 6-0, Councilmember Chitty recuse himself***

- E. City Administrator Employment Agreement  
Incoming Finance Director Evans presented the employment agreement for Laura McAloon who has been appointed to serve as the next City Administrator, with an anticipated start date of January 2, 2026. The terms were negotiated collaboratively by the City, GMP Consultants, Mayor McCardle, and Laura McAloon.

**Motion to authorize the Mayor to finalize and execute the City Administrator Employment Agreement.**

Moved by Councilmember Higgins, seconded by Councilmember Hollingsworth.

***Motion passed unanimously.***

- F. Chelan Douglas Regional Port Authority Interlocal Agreement for Municipal Airport Support & Operations

Interim City Administrator Coltman presented the updated Interlocal Agreement (ILA), which clarifies the shared roles and responsibilities for supporting and operating the Lake Chelan Municipal Airport. Under this agreement, the City will assume full day-to-day management of the Airport, while the Port remains a strategic

and financial partner.

**Motion to finalize and execute the Chelan Douglas Regional Port Authority Interlocal Agreement for Municipal Airport Support & Operations.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Benegas.

***Motion passed unanimously.***

G. Mack Restaurants, Inc. First Amendment & Extension to the Ground Lease (Lakeview Drive-In)

City Attorney Batjer reported that the amended lease will be effective from January 1, 2026, through December 31, 2035. The rent will follow a stepped schedule from 2026 to 2030, based on the 2025 fair-market appraisal. In 2030, a new appraisal will determine the rent for 2031, and for 2032–2035, the rent will either remain flat or adjust according to the Consumer Price Index, subject to a modest cap.

**Motion to authorize the Mayor to finalize and execute the Mack Restaurants, Inc. First Amendment & Extension to the Ground Lease.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Higgins.

***Motion passed unanimously.***

H. Mack Restaurants, Inc. First Amendment & Extension to Food Service Concession Agreement for the Lakeview Drive-In Outpost at Don Morse Park

City Attorney Batjer shared the amendment maintains the gross-receipts percentage at 5%, introduces annual CPI-U adjustments to the base concession fee and utility charge starting in 2027, and updates operational provisions such as employee parking and approval of outdoor furnishings. It also includes a cross-default clause linked to the Lakeview ground lease and continues to function as a license rather than a leasehold interest.

**Motion to authorize the Mayor to finalize and execute the Mack Restaurants, Inc. First Amendment & Extension to Food Service Concession Agreement for the Lakeview Drive-In Outpost at Don Morse Park.**

Moved by Councilmember Sanders, seconded by Councilmember Hollingsworth.

***Motion passed unanimously.***

I. Chelan County Public Utility District (PUD) Amendment No. 4. of the Permit for Recreational Fields

Interim City Administrator Coltman shared the City and the Chelan County PUD have a longstanding Recreational Use Permit for the City's operation of the ball fields at Chelan Gorge Park. Originally executed in 1996 and amended in 2002, 2004, and 2015, the current permit is set to expire on December 31, 2025. Amendment No. 4 extends the permit term by one year, establishing a new expiration date of December 31, 2026. All other terms and conditions remain unchanged, including maintenance obligations and indemnification requirements.

**Motion to authorize the Mayor to finalize and execute the Chelan County Public Utility District (PUD) Amendment No. 4. of the Permit for Recreational Fields.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Benegas.

***Motion passed unanimously.***

J. Transportation Improvement Board (TIB) Grant Agreement for the Farnham and Webster Pedestrian Improvements Project

Public Works Director Youngren shared in August 2025, the City submitted a Transportation Improvement Board grant application for the Farnham and Webster Pedestrian Improvements project. On November 21, 2025, the City was notified that the project was selected for funding in the requested amount of \$317,261. To receive the grant funds, a Grant Agreement must now be signed.

**Motion to authorize the Mayor to finalize and execute the Transportation Improvement Board (TIB) Grant Agreement for the Farnham and Webster Pedestrian Improvements Project.**

Moved by Councilmember Benegas, seconded by Councilmember Chitty.

***Motion passed unanimously.***

K. Selland Construction Inc. Change Order No. 1 for the 2025 Downtown Water and Sewer Replacement Project

Public Works Director Youngren shared the 2025 Downtown Water and Sewer Replacement project, completed by Selland Construction LLC, involved several additions, deductions, and minor changes that are documented in a reconciling change order. Notable changes included an increase in the sales tax rate from 8.4% to 8.7%, adjustments to contract quantities based on actual materials installed, the addition of side sewer connections at the owner's request, and a reduction in water service resulting in a credit to the City. Overall, these modifications led to a net increase of \$66,562.40 in the contract price.

**Motion to authorize the Mayor to finalize and execute the Selland Construction Inc. Change Order No. 1 for the 2025 Downtown Water and Sewer Replacement Project.**

Moved by Councilmember Hollingsworth, seconded by Councilmember Chitty.

***Motion passed unanimously.***

ADMINISTRATIVE REPORTS

A. None

INFORMATIONAL ITEMS

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

INTERIM CITY ADMINISTRATOR AND DEPARTMENT REPORTS

A. Interim City Administrator Coltman

- Shared the Community Benefit Grant application is now open. For more information and details on how to apply, please visit the website.

B. City Attorney Batjer

- None.

C. City Clerk Gallucci

- None.

D. Finance Direction Tupling

- Shared the Audit Entrance meeting will be held on Thursday, December 11, 2025, if any Councilmembers would like to attend, please let the City Clerk know, so it can be properly noticed.
- She shared that this is her final City Council meeting as Finance Director. However, she will remain available as needed through the end of June 2026 to

assist with various reporting tasks.

E. Interim Parks and Recreation Director Cooper

- Provided an update on the renovations happening at Lakeside Park.

F. Public Works Director Youngren

- Provided an update on the Chelan Recycle Center and noted a contractor agreement will be presented to Council in January.

MAYOR AND COUNCIL COMMENTS

A. Mayor McCardle

- Thanked City staff and Councilmember for building and passing the 2026 budget.
- Acknowledged Finance Director Tupling's last City Council meeting.
- Recognized Councilmember Dietrich for her service on City Council.
- Provided a recap of her response to the Mountain Barge Service driveway approach.
- Wished everyone a Merry Christmas.

B. Councilmember Benegas

- Reflected on his second City Council meeting, expressing appreciation for community members' involvement and their efforts to make a positive impact.

C. Councilmember Chitty

- Thanked City Staff and Councilmembers for their time and effort while working on the 2026 budget.
- Recognized Councilmember Dietrich for her service on City Council.
- Acknowledged Finance Director Tupling's last City Council meeting.
- Wished everyone a Happy Holidays and Merry Christmas.

D. Councilmember Ericks

- Thanked City Staff and Councilmembers for their time and effort while working on the 2026 budget.

E. Councilmember Dietrich

- Reflected on her four (4) years of service as Councilmember.

F. Councilmember Hollingsworth

- Recognized Councilmember Dietrich for her service on City Council.
- Provided a recap to the tour he had taken at the Chelan Hydro Dam, put on by Ruby 'U'.
- Invited fellow Councilmembers to the Chelan Valley Housing Trust annual meeting on Monday, December 15, 2025, beginning at 5 p.m. at The Landing.

G. Councilmember Higgins

- Shared a quote, acknowledged Office of the City Clerk.
- Shared a quote, acknowledged Public Works team.
- Thanked City staff for their dedication and contributions.
- Expressed appreciation for fellow Councilmembers and Mayor McCardle.
- Extended gratitude to Councilmember Dietrich for her service to the City.

H. Councilmember Sanders

- Thanked Jeff Wilkins for the Northshore Pathway presentation.
- Acknowledged LeeAnn Weathersby citizen comments, noting he wishes to see continued funding for the Okanogan County Transportation & Nutrition organization.
- Recognized Councilmember Dietrich for her service on City Council.

14. EXECUTIVE SESSION

- A. At 7:11 p.m. Mayor McCardle stated there would be an Executive Session regarding RCW42.30.110(1)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency with no action for five (5) minutes starting at 7:15 and to last until 7:20 p.m. Council Chambers were cleared, and the Executive Session began. At 7:20 p.m. the Executive Session ended, and the City Council meeting resumed.

15. ADJOURNMENT

- A. Final Comments/Motion to Adjourn

**Motion to adjourn.**

Moved by Councilmember Chitty, seconded by Councilmember Sanders.

***Motion passed unanimously.***

**The meeting was adjourned at 7:20 p.m.**

**Date  
Approved:**

January 13, 2026

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**Cailey Couch  
Deputy City Clerk**

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**Erin McCardle  
Mayor**



## CHELAN CITY COUNCIL

### PLEASE SIGN IN BELOW ONLY TO ADDRESS ITEMS **NOT** ON THE AGENDA

You do NOT need to sign in to attend the meeting.

A person addressing the council shall limit their remarks to three (3) minutes and no speaker may convey or donate his/her time for speaking to another speaker. Citizen comments are not an opportunity for dialogue with councilmembers. Councilmembers shall not engage with the commenter but rather listen and observe decorum. If a councilmember seeks additional information about a citizen's comment, he/she may direct the City Administrator to follow up.

**NOTICE to all participants: pursuant to State law, RCW 42.17A.555, campaigning for any ballot measure or candidate in City Hall and/or during any portion of the council meeting, including the audience comment portion of the meeting, is PROHIBITED.**

| NAME<br>PLEASE PRINT<br>CLEARLY | CITY OF<br>RESIDENCE | E-MAIL ADDRESS OR<br>PHONE NUMBER | TOPIC TO BE<br>ADDRESSED |
|---------------------------------|----------------------|-----------------------------------|--------------------------|
| LeeAnne Weathersby              | Chelan               | leedhw2@gmail                     |                          |
|                                 |                      |                                   |                          |
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DATE: December 09, 2025



# City of Chelan

2026-001A

CITY COUNCIL

January 13, 2026

Subject/Title: Council Committee Liaison Assignments (City Clerk Gallucci)  
Department: Administration  
Staff Contact: Peri Gallucci  
Guiding Principles: Thriving & Connected  
Initiatives: Increase Community Engagement  
Reviewed By: City Administrator

## GOVERNING LEGISLATION

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

## PREVIOUS ACTION TAKEN

Council discussed the Council Committee Liaison Assignments during the January 6, 2026 Workshop.

## OVERVIEW

Each year the council committee liaison assignments are brought forward for Council to select the committees and boards on which they would like to serve.

## FINANCIAL IMPLICATIONS

None.

## ATTACHMENTS

1. 2026 Council Committee Liaison Assignments

## SUGGESTED MOTION

Suggested Motion: I move to adopt the 2026 Council Committee Liaison Assignments, as



presented.

## 2026 MAYOR & CITY COUNCIL LIAISON ASSIGNMENTS AND MEETING SCHEDULE

| Committee Name                               | Assigned Councilmember                                                                              | Committee Contact Information                                 | Meeting Time & Location                                                                                                  | Report Needed Y/N |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-------------------|
| City Council                                 | Mayor & Council                                                                                     | Peri Gallucci (509) 682-8019<br>perig@cityofchelan.gov        | 2nd & 4th Tuesday, 5:15 p.m.<br>Chelan City Hall, Council Chambers                                                       | No                |
| City Council Workshop                        | Mayor & Council                                                                                     | Peri Gallucci (509) 682-8019<br>perig@cityofchelan.gov        | 1st Tuesday, 5:15 p.m.<br>Chelan City Hall, Council Chambers                                                             | No                |
| Cascadia Conservation District               | 1. Shane Collins<br>2. Augustin Benegas                                                             | Ryan Williams (509) 306-3407<br>ryanw@cascadiacd.org          | 3rd Friday, 1:30 p.m. (Zoom Available)<br>1350 McKittrick St. Suite B, Wenatchee                                         | Yes               |
| Chelan County Commissioners                  | Mayor & City Administrator                                                                          | Anabel Torres (509) 667-6220<br>Anabel.torres@co.Chelan.wa.us | Monday & Tuesday, 9:00 a.m. - 2:00 p.m.<br>Chelan County Administration Building<br>400 Douglas St. Suite 201, Wenatchee | No                |
| Chelan County Fire District 7                | Jon Higgins                                                                                         | Russ Jones (509) 860-3616<br>rjones@cfr7.org                  | 3rd Wednesday, 3:00 p.m. (Zoom Available)<br>Chelan Fire and Rescue Station #71<br>232 E. Wapato Ave. Chelan             | Yes               |
| Chelan County Sheriff's Office Meeting       | Mark Ericks<br>(Jan-April)<br>Jon Higgins<br>(May - Aug)<br>Terry Sanders<br>(Sept - Dec)           | Rob Huddleston<br>rob.huddleston@co.chelan.wa.us              | Dates & Times TBD                                                                                                        | Yes               |
| Chelan Valley Housing Trust                  | Jon Higgins                                                                                         | Scott Meyers (509) 860-9108<br>scott@chelanvalleyhousing.org  | 3rd Monday, 6:00 p.m.<br>123 E. Johnson Ave, Suite 1, Chelan                                                             | Yes               |
| Chelan Douglas Regional Port Authority Board | Tim Hollingsworth                                                                                   | Brooke Lammert (509) 884-4700<br>brooke@cdrpa.org             | 2nd & 4th Tuesday, 9:00 a.m.<br>Confluence Technology Center,<br>285 Technology Center Way, Wenatchee                    | Yes               |
| Chelan Douglas Transportation Council        | Mayor                                                                                               | Chad Daggett (509) 663-9059 chad@chelan-douglas.org           | 2nd Thursday, 9:00 a.m. - 11:00 a.m.<br>Confluence Technology Center<br>285 Technology Way, Wenatchee                    | Yes               |
| Historic Downtown Chelan Association         | Mark Ericks<br>(Jan, Mar, May, July, Sept, Nov)<br>Brad Chitty<br>(Feb, Apr, June, Aug, Oct, Dec)   | Aimee Sheridan (509) 682-4322<br>aimee@histroicchelan.org     | 3rd Wednesday, 9:00 a.m. 10:00 a.m.<br>Chamber of Commerce, 216 E. Woodin Ave.                                           | Yes               |
| Lake Chelan Chamber of Commerce Board        | Mark Ericks<br>(Feb, Apr, June, Aug, Oct, Dec)<br>Terry Sanders<br>(Jan, Mar, May, July, Sept, Nov) | Ruby Garcia (509) 682-3503<br>ruby@lakechelan.com             | 3rd Tuesday, 5:00 p.m.<br>Lake Chelan Chamber of Commerce<br>216 E Woodin Ave, Chelan                                    | Yes               |

## 2025 MAYOR & CITY COUNCIL LIAISON ASSIGNMENTS AND MEETING SCHEDULE

| Committee Name                                                 | Assigned Councilmember              | Committee Contact Information                                      | Meeting Time & Location                                                                                                                                                 | Report Needed Y/N |
|----------------------------------------------------------------|-------------------------------------|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Lake Chelan School District                                    | Jon Higgins                         | Brad Wilson (509) 682-3515<br>wilsonb@chelanschools.org            | 4th Monday, 6:00 p.m.<br>School District Building, 309 E. Johnson Ave, Chelan                                                                                           | Yes               |
| Lake Chelan Water Shed Planning Unit                           | Tim Hollingsworth                   | Lisa Dowling (509) 667-6682<br>lisa.dowling@co.chelan.wa.us        | Quarterly 2nd Wednesday, 1:00 - 3:30 p.m.<br>(Meeting Dates: 3/13/24, 6/12/24, 9/11/24, 12/11/24) Chelan Fire Hall - District 7 Fire Station, 232 E. Wapato Ave, Chelan | Yes               |
| Legislative Committee                                          | Mark Ericks                         | Erin McCardle (509) 682-1071<br>mayor@cityofchelan.gov             | Date & Time TBD<br>Chelan City Hall, 135 E. Johnson Ave                                                                                                                 | Yes               |
| LEOFF Retirement Board #1                                      | Mark Ericks                         | Rosa Barragan (509) 667-6804<br>Rosalinda.Barragan@co.chelan.wa.us | Last Monday, 12:00 p.m. Noon,<br>County Commissioner's Office, Wenatchee                                                                                                | No                |
| Link Transit Board Meetings                                    | Mayor                               | Selina Banko (509) 664-7608<br>boardclerk@linktransit.com          | 3rd Tuesday, 3:00 p.m.<br>Columbia Station, 3rd floor Conference Room, 300 South Columbia St, Wenatchee                                                                 | Yes               |
| Manson Community Council                                       | Augustin Benegas                    | communitycouncilmanson@gmail.com                                   | 3rd Tuesday, 6:00 p.m.<br>Manson Park & Recreation<br>142 Pedoi St, Manson WA 98831                                                                                     | Yes               |
| Our Valley Our Future - Chelan Douglas Housing Solutions Group | Tim Hollingsworth                   | Steve Maher (509) 630-2090<br>info@ourvalleyourfuture.org          | 2nd Tuesday, 8:30 a.m. - 9:30 a.m.<br>On Zoom                                                                                                                           | Yes               |
| Parks and Recreation Advisory Board                            | 1. Shane Collins<br>2. Brad Chitty  | Audrey Cooper (509) 682-8039<br>audreyc@cityofchelan.gov           | 3rd Thursday, 5:15 p.m.<br>Parks and Recreation Admin Building 619 W. Manson Hwy, Chelan                                                                                | Yes               |
| Planning Commission                                            | 1. Brad Chitty<br>Tim Hollingsworth | 2. John Ajax (509) 682-8005<br>johna@cityofchelan.gov              | 3rd Wednesday, 5:15 p.m.<br>Chelan City Hall, Council Chambers                                                                                                          | Yes               |
| Regional Public Facilities District                            | Tim Hollingsworth                   | Cindy Herdt (509) 888-8090<br>cherdt@towntoyotacenter.com          | 4th Thursday, 12:00 p.m. Noon,<br>Town Toyota Center Crunch Pak Meeting Room<br>1300 Walla Walla Ave, Wenatchee                                                         | Yes               |
| Solid Waste Council                                            | Augustin Benegas                    | Kris Perry (509) 667-6415<br>kristoffer.perry@co.chelan.wa.us      | Quarterly 1st Monday 4:00 p.m. (Zoom Available)<br>Chelan County Public Works Building 316 Washington St. Ste. 402, Wenatchee                                           | Yes               |
| Tri-Commission Meeting                                         | Mayor                               | Rebekah Neumann (509) 661-4212<br>Rebekah.Neumann@chelanpud.org    | Date TBD Tuesday 1:00 p.m. - 3:00 p.m.<br>Confluence Technology Center, 285 Technology Center Way, Wenatchee                                                            | Yes               |

## MAYOR & COUNCILMEMBER CONTRACT INFORMATION

| Name                        | Email Address                                                                |
|-----------------------------|------------------------------------------------------------------------------|
| Mayor McCardle              | <a href="mailto:mayor@cityofchelan.gov">mayor@cityofchelan.gov</a>           |
| Councilmember Sanders       | <a href="mailto:terrys@cityofchelan.gov">terrys@cityofchelan.gov</a>         |
| Councilmember Benegas       | <a href="mailto:augustineb@cityofchelan.gov">augustineb@cityofchelan.gov</a> |
| Councilmember Chitty        | <a href="mailto:bradc@cityofchelan.gov">bradc@cityofchelan.gov</a>           |
| Councilmember Higgins       | <a href="mailto:johnh@cityofchelan.gov">johnh@cityofchelan.gov</a>           |
| Councilmember Ericks        | <a href="mailto:marke@cityofchelan.gov">marke@cityofchelan.gov</a>           |
| Councilmember Hollingsworth | <a href="mailto:timh@cityofchelan.gov">timh@cityofchelan.gov</a>             |
| Councilmember Collins       | <a href="mailto:shanec@cityofchelan.gov">shanec@cityofchelan.gov</a>         |



# City of Chelan

2026-002

CITY COUNCIL

January 13, 2026

Subject/Title: Clean Vessel Act Grant Application (Interim Parks and Recreation Director Cooper)

Suggested Motion: I move to approve the Consent Agenda.

Department: Parks and Recreation

Staff Contact: Audrey Cooper

Guiding Principles: Visionary & Strategic

Initiatives: Establish a Long-Range Economic Strategy

Reviewed By:

## GOVERNING LEGISLATION

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

## PREVIOUS ACTION TAKEN

This item was previously discussed during the January 06, 2026 Council Workshop.

## OVERVIEW

Lakeshore Marina is one of six (6) locations on Lake Chelan with a public Marine Sewage Disposal (pumpout) facility. These facilities help prevent the discharge of human waste into the lake and require routine maintenance and periodic replacement of components to function properly and remain compliant. The pumpout facility at Lakeshore Marina is provided at no cost during staffed hours at the marina. It serves as an important public amenity for the recreational boating community while also protecting Lake Chelan's water quality.

The City has previously been awarded a Clean Vessel Act (CVA) Operations and Maintenance grant for the Marine Pumpout Station at Lakeshore Marina, which expires

December 31, 2026. Applications for the next five-year Operations and Maintenance grant cycle are due January 16, 2026.

The CVA grant program, administered through the Washington State Parks Boating Program, reimburses up to 75 percent of eligible operational and maintenance expenses, including staff time, for the upkeep and operation of marine pumpout facilities. If awarded, this grant would allow the City to be reimbursed up to \$12,000 per year for operational and maintenance costs of the Lakeshore Marina pumpout station.

Approval of the agenda bill authorizes City staff to submit the CVA grant application to secure funding for the ongoing operations and maintenance of the marine pumpout station at Lakeshore Marina. If the grant is awarded, City Council will have a future opportunity to review and approve entering into the grant agreement.

#### FINANCIAL IMPLICATIONS

25% match by the City for operations and maintenance of the pumpout station, which is built into the Marina budget.

#### ATTACHMENTS

None

#### SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the application for the Clean Vessel Act grant.



# City of Chelan

2014-017F

CITY COUNCIL

January 13, 2026

Subject/Title: Resolution No. 2026-1474 Reaffirming the Wellness Incentive Program (HR/Communications Director Coltman)

Suggested Motion: I move to adopt Resolution No. 2026-1474.

Department: Administration

Staff Contact: Chad Coltman

Guiding Principles: Healthy & Sustainable

Initiatives: Enhance Youth and Family Well-being

Reviewed By: City Administrator, Finance Director

## GOVERNING LEGISLATION

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

## PREVIOUS ACTION TAKEN

Previously amended January of 2025.

## OVERVIEW

Each year, City Council reaffirms the Wellness Program, known as Live Well Chelan, and the positive impact it has on our employee's health and wellbeing. Live Well Chelan, supports and motivates employees to pursue an exceptional quality of life through education, events and programs that promote and incentivize physical, financial, social-emotional, and professional health and wellbeing. Based on employee feedback gathered annually, the Live Well Lead Team carefully crafts the program details and calendar of events to promote the goals of the wellness program and encourage employee involvement. This year's program guide is attached to the resolution.

A successful wellness program earns the City the designation as an AWC Well City, which

saves the City and employees 2% on medical premiums.

#### FINANCIAL IMPLICATIONS

The City uses some of the savings from premiums to cover the cost of funding the Live Well program. Anticipated costs associated with the Live Well program are encumbered in the 2026 budget.

#### ATTACHMENTS

1. Resolution No. 2026-1474

#### SUGGESTED MOTION

Suggested Motion: I move to adopt Resolution No. 2026-1474.



**RESOLUTION NO. 2026-1474**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON, AMENDING RESOLUTION NO. 2025-1448, ON JANUARY 14, 2025 REAFFIRMING THE CITY EMPLOYEE LIVE WELL CHELAN WELLNESS INCENTIVE PROGRAM**

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**WHEREAS**, the City of Chelan Wellness Program was originally established in 1991 and reaffirmed by the City Council by Resolution No. 2025-1448 on January 14, 2025, and

**WHEREAS**, the City Council of the City of Chelan recognizes that employee health is related to lifestyle decisions and many illnesses and injuries can be prevented by positive individual health practices, and

**WHEREAS**, The City of Chelan encourages employees to keep physically fit and active with a wellness workout incentive. Studies show that physically fit and active employees are more alert, productive, healthy and generally happier than the less active employees. Physically fit employees have less frequent visits to the doctor and generally help to reduce medical premiums, and

**WHEREAS**, the established City Employee Wellness Incentive Program is aimed at encouraging employees to participate in activities like jogging, bicycling, weightlifting and rowing in an established program or facility which may require paying a fee. The Wellness Committee recommends that the full Council adopt by resolution allowing reimbursement of employees up to \$50.00 per month for exercising with an established program or facility.

**WHEREAS**, the City intends to utilize reasonable and budgeted incentives to foster employee engagement in the wellness program, including but not limited to meals at wellness events, City parking passes to encourage the use of public parks, and gift cards or wellness-related items to be raffled or awarded to staff for their participation.

**WHEREAS**, participation by over half of the employee population qualifies the City for the Association of Washington Cities (AWC) WellCity status, which provides a 3% premium discount that reduces health insurance costs for both the City of Chelan and its employees.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Chelan, hereby expresses its support of the City of Chelan Live Well Chelan Wellness Incentive Program as outlined in the Live Well 2026 Program Guide 'Exhibit A'.

**ADOPTED** by the City Council of the City of Chelan and approved by its Mayor this \_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED:

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Erin McCardle, Mayor

ATTEST/AUTHENTICATED:

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Peri Gallucci, City Clerk

APPROVED:

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Quentin D. Batjer, City Attorney

# Live Well Chelan



“

Wellbeing is about the combination of our love for what we do each day, the quality of our relationships, the security of our finances, the vibrancy of our physical health, and the pride we take in what we have contributed to our communities. Most importantly, it's about how these five elements interact.

-AUTHOR TOM RATH

# vision

*Chelan is a rural lakeside community surrounded by pristine natural beauty where generations of visitors and residents enjoy an exceptional quality of life.*

The Wellness program for the City of Chelan, known as Live Well Chelan, supports and motivates employees to pursue an exceptional quality of life through education, events and programs that promote and incentivize physical, financial, social-emotional, and professional health and wellbeing.

# values

A successful workplace wellness program is built on principles that prioritize accessibility, inclusivity, and simplicity, ensuring that every employee can participate with ease and enthusiasm. By focusing on meaningful and measurable benefits, these initiatives aim to improve physical, mental, and professional wellbeing while fostering a sense of connection and enjoyment. Here, we outline the core values—Accessible, Inclusive, Simple, Effective, and Fun—that form the foundation of a holistic and impactful approach to employee wellness.

- ★ **Accessible** - We ensure that all wellness programs, resources, and activities are available to every employee, empowering everyone to pursue personal wellness goals without barriers.
- ★ **Inclusive** - Our program welcomes and values the unique needs, backgrounds, and preferences of all employees, creating a supportive environment where everyone feels encouraged to participate.
- ★ **Simple** - We design wellness initiatives that are easy to understand and incorporate into daily life, removing complexity so employees can focus on what matters most to them.
- ★ **Effective** - Our wellness offerings are carefully crafted to deliver real, measurable benefits, helping employees achieve tangible improvements in physical, mental, and professional wellbeing.
- ★ **Fun** - We make wellness engaging and enjoyable, incorporating activities and events that bring joy and energy, fostering a sense of community and excitement around health and wellness.

# The Goal

Earn **120 Wellness Points** in a calendar year to earn a **Wellness Day Off** in the following year. Employees earn points by completing activities outlined in the [Live Well Point Guide](#) and reporting them quarterly using the [Live Well Worksheet](#).

The success of our wellness program is guided by executive support and employee engagement to ensure its impact and effectiveness. First, gaining strong support from the City Council, Executives, and Directors is pivotal, as their endorsement sets the tone for a City culture that prioritizes employee wellbeing.

Second, achieving at least 50% staff participation rate highlights our commitment to engaging a significant portion of the workforce in wellness initiatives, fostering widespread involvement and community.

Lastly, ensuring 100% staff awareness guarantees that every employee is informed about the program's offerings and benefits, empowering them to take full advantage of resources designed to enhance their overall wellbeing.

## Additional Live Well Perks

Earn a \$50 Gift Card each quarter for staying active with monthly Wellness Workout Challenge.

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Get up to a \$50 per month reimbursement for fitness related memberships and subscriptions.

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Check-out wellness equipment from City Hall to use during or after your workday.

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Gain access to the Castlight App with rewards and digital resources for your well-being.

---

Receive monthly wellness emails with tips and tricks for better living

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# Live Well Points

Earn points by doing things that promote a holistic, healthy lifestyle. These might be things that you already do, or new things you try as you work towards 120 points in a calendar year.

submit your  
Live Well  
worksheet!



*Report your activities quarterly  
using the Live Well Worksheet!  
Turn in your worksheet the first  
week of each new quarter*



1

## Annual Point Earners

Earn points for the things you do each year to promote wellness in your life, like going to the dentist or maxing out your retirement match. Complete these Wellness Activities each year on your own to and report them on your Live Well Worksheet.

3

## Annual Events Earners

Throughout the year we'll have a number of guided events, workshops, group activities and initiatives that will give you more opportunities to earn up points towards your wellness day off. Participate and you'll be on your way to your 120 points.

2

## Monthly Point Earners

Each month you'll have the opportunity to earn additional points on your own by engaging in ongoing activities that keep your body moving, your mind sharp and your community supported.

4

## Live Well Worksheet

Each quarter you'll self-report the points you earned using the Live Well Worksheet. You'll indicate all the activities you participated in, and it will calculate your points for that quarter and submit them to the Wellness Team for review.

# Live Well Point Guide

| Annual Point Earners                            | Live Well Points Earned |
|-------------------------------------------------|-------------------------|
| Complete the Castlight Health Assessment        | 12 POINTS               |
| Get an Annual Physical with Your Doctor         | 6 POINTS                |
| Get a Flu Shot                                  | 3 POINTS                |
| Get a Hearing Test                              | 3 POINTS                |
| Get a Preventative Dental Visit (up to 2x/year) | 3 POINTS EACH           |
| Max Out Your City Match to Retirement Benefit   | 6 POINTS                |
| Get an Annual Eye Exam                          | 3 POINTS                |
| Review your DRS Account Online                  | 1 POINT                 |

| Monthly Point Earners                                      | Live Well Points Earned |
|------------------------------------------------------------|-------------------------|
| Volunteer in your Community (up to 3 hours)                | 1 POINT/HOUR            |
| Complete Professional Development (up to 3 hours)          | 1 POINT/HOUR            |
| Submit your Wellness Reimbursement                         | 3 POINTS                |
| Qualify for a Gift Card on your Wellness Workout Challenge | 3 POINTS                |
| Check Out a Wellness Item for Hour of Use (up to 3 hours)  | 1 POINT/HOUR            |
| Complete a Puzzle Each Week                                | 1 POINT FOR 4 PUZZLES   |

| Scheduled Activities                                          | Live Well Points Earned |
|---------------------------------------------------------------|-------------------------|
| January - Employee Engagement Survey                          | 6 POINTS                |
| February - Wenatchee Wild Game (Feb. 28 @ 6pm vs. Kelowna)    | 6 POINTS                |
| March - Money Management Lunch & Learn (Mar. 18 @ 12pm)       | 6 POINTS                |
| April - Healthy Salads Staff Meeting (Apr. 15 @ 10am)         | 6 POINTS FOR COOKING    |
| May - Lakeside Trail Team Walks (Dates by Department)         | 6 POINTS                |
| June - Summer Kick-off Lunch (June 17 @ 12pm)                 | 6 POINTS                |
| July - The Chelan H2-Go Challenge                             | 6 POINTS                |
| August - Better Relationships Lunch & Learn (Aug. 19 @ 12pm)  | 6 POINTS                |
| September - Hope Drive (Human & Pet Food)                     | 6 POINTS                |
| October - Benefits Fair (Oct. 6) & CPR Training (Oct. 5 & 12) | 6 POINTS                |
| November - Souper Wednesday Staff Meeting (Nov. 18 @ 12pm)    | 6 POINTS FOR COOKING    |
| December - Winter Warmth Drive (Blankets & Coats)             | 6 POINTS                |

# Weekly Puzzlers

Looking for a fun way to sharpen your focus and give your brain a boost? As part of supporting your total health through Live Well Chelan, we encourage you to explore the benefits of mental workouts! Engaging with online puzzles and word games isn't just entertaining – it's a fantastic way to enhance problem-solving skills, improve memory, and keep your mind active. Check out our curated list below for popular and accessible games perfect for a quick daily challenge or a longer strategic session.

## **Wordle**

Daily 5-letter word guessing game (6 tries).

<https://www.nytimes.com/games/wordle/index.html>

## **Connections**

Find groups of 4 items with a common theme.

<https://www.nytimes.com/games/connections>

## **NYT Mini Crossword**

Quick daily crossword puzzle (5x5 grid).

<https://www.nytimes.com/crosswords/game/mini>

## **Strands**

Daily themed word search puzzle.

<https://www.nytimes.com/games/strands>

## **Waffle Game**

Rearrange letters on a grid to form words.

<https://wafflegame.net/>

## **Merriam-Webster Games**

Variety of word games & quizzes from the dictionary publisher.

<https://www.merriam-webster.com/games>

## **Washington Post Games**

Offers some free daily puzzles like the Universal Crossword.

<https://www.washingtonpost.com/crossword-puzzles-games/>

## **Sudoku.com**

Wide range of Sudoku puzzles and variations.

<https://sudoku.com/>

## **Logic Grid Puzzles**

Solve deductive reasoning puzzles using clues.

<https://logic.puzzlebaron.com/>

Complete a  
puzzle each  
week to  
earn 1 Live  
Well Point  
per month!



# Additional Perks

## Wellness Workout Challenge

Keep your body moving for 12 hours each month and earn a quarterly \$50 Amazon Gift Card as a reward. Each month you complete your Wellness Workout Challenge, you'll also earn 3 points toward your Wellness Day. Track your workout time and record it in your Live Well Worksheet each quarter to redeem.

Here are some things you can do to keep moving!

- X Country Skiing
- Rowing
- Soccer
- Stair Climbing
- Jump Rope
- Hiking
- Weight Training
- HIIT Workout
- Yoga
- Walking
- Bowling
- Skating
- Baseball
- Skiing
- Jogging
- Tennis
- Pickleball
- Judo/Karate
- Football
- Volleyball
- Skating
- Golf
- Lap Swimming
- Running
- Cycling
- Basketball
- Racquetball
- Surfing
- Cardio Machines
- And whatever else might keep you moving!

## Fitness Membership Reimbursement

Stay in shape with a monthly program and get reimbursed for up to \$50/month on the cost of the program. Qualifying expenses such as:

- Gym Membership
- Yoga Studio Membership
- Apple Fitness +
- Peloton
- Online Fitness Programs

submit your  
reimbursement  
request!



## Castlight App

Castlight is a tool that helps you get the most out of your health plan and wellbeing benefits. You can use Castlight to find doctors and care, track your health spending, get recommendations to help you reach your health goals, and earn rewards for healthy activities. Create an account with your City of Chelan email address.

download the  
Castlight App!



## City of Chelan Parking Pass

Complete the Employee Engagement Survey in January to earn yourself a free City of Chelan Parking Pass. You'll be able to enjoy our parks and outdoor amenities without having to pay for parking! Get outside and get active in our beautiful city, free of charge!



# Frequently Asked Questions

## Why should I participate in Live Well Chelan?

Not only does participating in the Wellness program make you feel better, but it also saves you and the City of Chelan money! When we qualify as an AWC eWell City, we save 2% off our medical insurance premiums, which lowers our cost and your cost for coverage each year! That saves the City and you almost \$30,000!

## What happens if I miss a scheduled event because I'm out of the office?

Unfortunately we don't have a way for you to make up events that you've missed. But don't worry, there are lots of other opportunities to earn points for your Wellness Day off.

## How do I know how many points I have towards my day off?

When you complete your quarterly Live Well Worksheet it will give you a summary of how many points you earned in that quarter. Keep track each quarter so you know how you're progressing, or just email the Wellness Team to find out where you're at! Our team can be reached at [livewell@cityofchelan.us](mailto:livewell@cityofchelan.us).

## Do I have to upload any supporting proof of my activities?

We hope that you won't lie to us, so we trust that if you say you did something, you really did something. The only thing we'll need from you is a record of your expense for the Fitness Membership Reimbursement.

## What if I got hired on later in the year? How do I make up points I missed?

Employees who start during the year would receive a Wellness Day if they completed a prorated equivalent of Wellness Points. For example, if an employee's employment starts in July, and he or she would need to complete at least 60 points in the remainder of the year to be awarded the Wellness Day in the following year.

## What if I don't take my Wellness Day off in the year it was awarded?

You'll receive 8 hours in your Wellness Day payroll "bank" to use in the year following the completion of the 120 points. The hours will not roll over to the next year and should be used in full before the year is over. The day off must be taken in the 8-hour increment (i.e. no partial days off).

## What if I have more questions about the Wellness Program?

If you've got any questions about Live Well, just shoot an email to [livewell@cityofchelan.us](mailto:livewell@cityofchelan.us) and a member of our team will follow-up. Or, you're welcome to call the HR office at 509-682-8049 to talk to a real person.

## Get in touch!

☎ 509-682-8049

✉ [livewell@cityofchelan.gov](mailto:livewell@cityofchelan.gov)

🖱 [cityofchelan.gov/livewell](http://cityofchelan.gov/livewell)



# City of Chelan

2026-008

CITY COUNCIL

January 13, 2026

**Subject/Title:** Resolution No. 2026-1475 DLL Finance LLC Lease Agreement and the Golf Cars Etc. Professional Services Agreement for Golf Carts (Interim Parks and Recreation Director Cooper)

**Suggested Motion:** I adopt Resolution No. 2026-1475 and authorize the Mayor to finalize and execute the Golf Cars Etc. Professional Services Agreement for Golf Carts.

**Department:** Parks and Recreation

**Staff Contact:** Audrey Cooper

**Guiding Principles:** Healthy & Sustainable

**Initiatives:** Modernize Resource

**Reviewed By:** City Administrator, City Attorney, Finance Director

## GOVERNING LEGISLATION

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

## PREVIOUS ACTION TAKEN

This item was previously discussed during the January 06, 2026 Council Workshop.

## OVERVIEW

### Background

The Lake Chelan Golf Course has leased their rental golf cart fleet for many years, with the current fleet lease scheduled through May 2026. The existing fleet, acquired in 2021, has reached a point in its lifecycle where maintenance costs are increasing and downtime related to unplanned service has risen over the past year. Based upon the condition of the current fleet and anticipated maintenance required to begin the 2026 season with the existing carts, staff recommend returning to the current fleet early and procuring a new

cart fleet for the start of the 2026 golf season.

With the current lease ending in May, transition to a new fleet would occur mid-season. A mid-season transition presents operational challenges that the Parks Department is seeking to avoid by completing the fleet change during the off-season. An off-season transition ensures continuity of operations and provides a reliable cart fleet at the start of the 2026 golf season.

### **Selection Process**

Golf Cars Etc., a supplier of Club Car brand carts, was selected through Sourcewell, a government cooperative purchasing organization in which the City participates. Sourcewell conducts a competitive solicitation process, allowing the City to utilize pre-negotiated pricing and terms. Golf Cars Etc. will provide delivery of the carts, offer warranty, and maintenance support. Financing is held through DLL Financial Solutions Partner, a preferred financing partner for Golf Cars Etc.

### **Term & Carts**

The cart order contains 72 Club Car Tempo gas-powered carts. To finance the fleet, staff recommend entering into a lease agreement with DLL Financial Services. This financing approach is consistent with prior golf cart leases and allows the City to spread costs evenly over the lease term. A 60-month Fair Market Value lease has been negotiated which provides manageable monthly payments and appropriate duration to avoid major maintenance on the carts. At the conclusion of the lease, the City will have the option to purchase the carts at their fair market depreciated value or return them to the vendor.

The carts are equipped with a fuel gauge and hour meter, improving operational efficiency by allowing staff to monitor fuel levels, track usage, schedule regular service intervals, and ensure uniform usage across the fleet.

### **Rates**

A winter delivery of the new fleet secured a reduced lease rate, lowering the annual lease cost by approximately \$5,100. Property tax for the cart lease is estimated to be \$2,760 in 2026. The payoff amount for the existing lease is \$20,550, which allows for the early return of the current fleet. The proposed lease cost is higher than the previous lease, which was anticipated given the acquisition of a new, higher-quality cart fleet and current market pricing. By securing the lower lease rate, the City will save approximately \$25,000 across the duration of the lease term.

## **FINANCIAL IMPLICATIONS**

The 2026 adopted budget includes \$80,000 for the golf cart fleet lease. In 2026, the combination of the one-time lease payoff and new lease payments will total \$91,691.74. This budget overage of \$11,691.74 will be offset through a reduction in other golf course

expenditures on the 2026 Budget Amendment No. 1. Future years of the lease will be \$71,900.08, below the \$80,000 budgeted in 2026.

#### ATTACHMENTS

1. Resolution No. 2026-1475 DLL Finance LLC Lease Agreement
2. Golf Cars Etc. Professional Services Agreement for Golf Carts

#### SUGGESTED MOTION

Suggested Motion: I adopt Resolution No. 2026-1474 and authorize the Mayor to finalize and execute the Golf Cars Etc. Professional Services Agreement for Golf Carts.

## RESOLUTION NO. 2026-1475

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON, AUTHORIZING THE EXECUTION OF A MUNICIPAL EQUIPMENT LEASE WITH DLL FINANCE LLC FOR GOLF CARTS FOR THE LAKE CHELAN MUNICIPAL GOLF COURSE, AND AUTHORIZING RELATED DOCUMENTS.**

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**WHEREAS**, the City of Chelan, Washington (the “City”) operates the Lake Chelan Municipal Golf Course and requires golf carts to support the City’s municipal golf operations; and

**WHEREAS**, the City has determined that the acquisition and use of golf carts is essential to the City’s functions and services and the City expects to make immediate use of substantially all of the equipment upon delivery and acceptance;

**WHEREAS**, the City desires to enter into a municipal equipment lease with DLL Finance LLC (“DLL”) to lease certain golf carts and related equipment supplied by Golf Cars Etc. (the “Equipment”) under a Lease Agreement (Golf Equipment–Municipal Entities) and related documents (collectively, the “Lease Documents”);

**WHEREAS**, the Lease Agreement is structured so that lease payments constitute a current expense of the City and do not constitute a general obligation debt, and the City’s payment obligations are subject to lawful appropriation of funds;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHELAN, WASHINGTON, AS FOLLOWS:**

**Section 1. Authorization of Lease and Related Documents.** The City Council hereby authorizes the City to enter into the municipal equipment lease transaction with DLL for the Equipment, on substantially the terms presented to the City Council, and authorizes execution and delivery of the following documents, together with any additional schedules, exhibits, certificates, or forms required by DLL for the transaction (collectively, the “Lease Documents”):

- 1) Lease Agreement (Golf Equipment – Municipal Entities);
- 2) Equipment Schedule;
- 3) Maintenance Agreement (Golf Cars);
- 4) Lease Agreement Supplement – Property Tax Acknowledgment;
- 5) Delivery and Acceptance Certificate;
- 6) Customer Agreement to Provide Physical Damage Insurance;
- 7) Authorization for Automatic Payments (ACH Debit) and Paperless Invoicing (optional).

**Section 2. Authorized Signatory.** The City Council hereby authorizes the Mayor, and/or the City Administrator (each an “Authorized Signatory”) to execute and deliver the Lease Documents on behalf of the City, and to take all actions and execute all certificates and documents necessary or convenient to carry out the intent of this Resolution.

**Section 3. Non-Appropriation; No Debt.** The City Council finds and declares that:

- 1) The Lease Agreement provides that payments constitute a current expense payable from legally available funds and do not constitute a mandatory payment obligation in any fiscal year beyond the City’s current fiscal year;
- 2) The Lease Agreement includes a non-appropriation mechanism consistent with municipal leasing;
- 3) The Lease Agreement does not constitute an indebtedness of the City within any constitutional or statutory limitation.

**Section 4. Essential Use; Public Purpose.** The City Council finds that the Equipment is essential to the City’s municipal golf operations and will be used for a proper public purpose and in the performance of governmental and/or proprietary functions of the City.

**Section 5. Insurance and Taxes.** The City Council acknowledges that the Lease Documents require the City to provide physical damage insurance and to pay taxes and fees associated with the Equipment as described in the Lease Documents (including property tax reimbursement where applicable).

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF CHELAN**, at a regular meeting thereof, this \_\_\_\_ day of \_\_\_\_\_, 2026.

ADOPTED:

ATTEST:

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

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

APPROVED:

By: \_\_\_\_\_

Quentin Batjer, City Attorney



12/22/2025

CITY OF CHELAN, WA  
PO BOX 1669  
CHELAN, WA 98816

I have enclosed the Lease documentation for the equipment being supplied by GOLF CARS ETC. After having the documents signed, please fax or email them back to me at 515-334-7897 or [golf@dllgroup.com](mailto:golf@dllgroup.com).

Please have an **Authorized Signor** (*CFO, COO, Mayor, Commissioner, Executive Director, Council President, City/County Manager, City/County Administrator*) sign and date the following:

- **Lease Agreement**
- **Maintenance Agreement**
- **Property Tax Acknowledgment**
- **Authorization Agreement for Automatic Withdrawals (ACH) (OPTIONAL)**
- **Delivery and Acceptance Certificate**
  - May be completed via fax, if equipment has not been delivered at time of document signing
- **Agreement to Provide Physical Damage Insurance**

If you have any questions, please feel free to contact me at 1-800-873-2474. Thank you for your business.

Sincerely,

Kevin Rosa  
Account Manager – Golf, Turf & Recreational Products



# LEASE AGREEMENT (Golf Equipment – Municipal Entities)

|                                            |                         |
|--------------------------------------------|-------------------------|
| Lessee's Budget Year Ends in the Month of: | Lease Agreement Number: |
|--------------------------------------------|-------------------------|

**TO OUR VALUED CUSTOMER:** This Lease Agreement (this "Lease") has been written in "Plain English." The words "You" and "Your" are used in this Lease to mean the Lessee identified below. The words "We," "Us" and "Our" are used in this Lease to mean the Lessor who is DLL Finance LLC, 8001 Birchwood Court, P.O. Box 2000, Johnston, IA 50131 and any of our affiliates, subsidiaries, successors and assigns.

|               |                                     |                |             |              |
|---------------|-------------------------------------|----------------|-------------|--------------|
| <b>LESSEE</b> | Full Legal Name: CITY OF CHELAN, WA |                |             |              |
|               | Mailing Address<br>PO BOX 1669      | City<br>CHELAN | State<br>WA | Zip<br>98816 |

|                 |          |                                           |
|-----------------|----------|-------------------------------------------|
| <b>SUPPLIER</b> | Name:    | GOLF CARS ETC                             |
|                 | Address: | 14902 EAST SPRAGUE AVE, SPOKANE, WA 99216 |
|                 | Phone:   | 509-924-4946                              |

| TERM AND LEASE PAYMENT SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                              |                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| You agree to the following terms:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                              |                                                                                                                                      |
| <b>TERM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                              |                                                                                                                                      |
| <b>The Initial Term ("Term") shall be 61 months from the Commencement Date.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Commencing on:</b> <input type="checkbox"/> OR <input checked="" type="checkbox"/> the 1st day of the month immediately following Borrower's signature on the Delivery and Acceptance Certificate and Lender's receipt thereof (the "Commencement Date"). |                                                                                                                                      |
| <b>PAYMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                              |                                                                                                                                      |
| The aggregate sum due under this Lease includes lease payments and other amounts required to be paid under this Lease (each payment shall be referred to as a "Payment" and collectively as "the Payments") and shall be payable as follows:                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                              |                                                                                                                                      |
| The lease payment shall be as follows (the "Lease Payment"):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                              |                                                                                                                                      |
| The first scheduled payment will be due on: <input type="checkbox"/> OR <input checked="" type="checkbox"/> the 1st day of the month following the Commencement Date.                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                              |                                                                                                                                      |
| Each payment thereafter will be due:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                              |                                                                                                                                      |
| <input checked="" type="checkbox"/> on the 1st day of the month or <input type="checkbox"/> as indicated below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                              |                                                                                                                                      |
| Number of Payments:<br><br>60                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Payment Amount:<br><br>\$5,808.34                                                                                                                                                                                                                            | Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly; or<br><br>On the following day(s) |
| Use tax per Payment (estimated):<br><br>\$0.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Total Payment Amount with Sales/ Use Taxes (estimated):</b><br><br>\$5,808.34                                                                                                                                                                             |                                                                                                                                      |
| Security Deposit:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                              |                                                                                                                                      |
| TAXES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                              |                                                                                                                                      |
| Sales/use tax has been estimated above to provide an approximation of the taxes and total Payment amount. The actual sales and use tax may vary and may be, depending on state law, collected at the time this Lease is entered into or added to each Payment on the terms of this Lease. <b>Property tax will be billed annually and is due on invoice.</b> If the use tax payment box above is empty or indicates \$0, we anticipate receiving a valid exemption certificate. If such certificate is not received, Sales or use tax may be billed to you and/or added to the Payments. |                                                                                                                                                                                                                                                              |                                                                                                                                      |

**PAYMENTS.** You agree to make all Payments due under this Lease to Us at P.O. Box 14535, Des Moines, IA 50306 or at such other address as We may designate from time to time. Your Payments shall constitute a current expense and do not constitute a mandatory payment obligation of You in any fiscal year beyond Your current fiscal year. Your obligations hereunder shall not be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of Your general credit, tax revenues, funds, or moneys.

**INSURANCE & TAXES.** You are required to provide and maintain insurance related to the Equipment (defined below) and other items described in this Lease and to pay any property, use, sales, excise, and other taxes related to this Lease or any Equipment and to pay all license and registration fees assessed against this Lease or any Equipment. You agree to furnish Us with satisfactory evidence of Your tax exemption.

**DELINQUENT PAYMENTS AND RETURNED CHECK CHARGE.** Each Payment past due more than 10 days shall be subject to a late charge accrued at a rate equal to 1.75% per month from the due date until paid or \$1, whichever is greater, but in no event shall any late charge exceed the maximum amount allowed by law. If any check or payment is returned or rejected for insufficient funds or any other reason, You shall pay to Us a fee of \$25.00 or such other amount established by Us from time to time not to exceed the maximum amount permitted under applicable law. In Our discretion, such amount shall be paid on demand or added to the next Payment and You agree to pay such increased Payment amount.

## TERMS AND CONDITIONS

**1. Lease.** We agree to lease to You and you agree to lease from Us, the equipment listed on the Equipment Schedule attached hereto and incorporated herein by reference, including all replacement parts, repairs, additions and accessories (the "Equipment") on the terms and conditions of this Lease and all exhibits, schedules and amendments hereto.

**2. Term.** Provided this Lease has been accepted and executed by both parties, this Lease shall become effective upon the Commencement Date and shall remain effective for an original term (the "Original Term") ending at the end of Your budget year in effect on the Commencement Date and shall be continued by You for additional one-year terms (each, a "Renewal Term") coinciding with Your budget year up to the total number of months indicated above as the Full Lease Term; *provided, however*, that at the end of the Original Term and at the end of each Renewal Term, You shall be deemed to have

continued this Lease for the next Renewal Term unless You shall have terminated this Lease pursuant to Section 3. Payments under this Lease shall be due as set forth on the Payment Schedule until the balance of the Payments and any additional Payments or expenses chargeable to You are paid in full. Payment amounts and other amounts required to be paid under this Lease shall be referred to in this lease as "Payments." Unless otherwise indicated in the Payment schedule provided above, the first Payment under this Lease is due when this Lease is signed by You and the remaining Payments will be due on the first day of each subsequent month through the expiration of the Term. You agree to pay Us the amount of all search fees, filing fees and administration fees specified in this Lease at the time this Lease is executed and, in any event, upon demand by Us, and to reimburse Us for the amount of all search and filing fees incurred by Us in connection with this Lease upon demand by Us. EXCEPT AS PROVIDED IN SECTION

3, THIS LEASE IS NON-CANCELABLE AND YOUR OBLIGATION TO PAY IN FULL THE PAYMENTS AND ANY OTHER AMOUNT DUE HEREUNDER IS ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND IS NOT SUBJECT TO AND SHALL NOT BE AFFECTED BY ANY ABATEMENT, SET-OFF, DISPUTE, CLAIM, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST ANY SUPPLIER, DEALER, VENDOR OR MANUFACTURER OF THE EQUIPMENT OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, ALL OF WHICH YOU HEREBY EXPRESSLY WAIVE AS AGAINST US. YOU AGREE NOT TO ASSERT AGAINST US ANY CLAIMS OR DEFENSES YOU MAY HAVE WITH RESPECT TO ANY EQUIPMENT. In no case shall We be liable for any special, incidental or consequential damages based upon any legal theory, including, but not limited to, loss of profits, loss of use of the Equipment, the claims of third parties or damage to the Equipment.

**3. Non-Appropriation of Funds.** Notwithstanding anything to the contrary contained herein, You warrant that You have funds available to pay all Payments that are to be paid hereunder through the end of Your current appropriation period. If Your legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and You do not otherwise have funds available to lawfully pay the Payments (a "Non Appropriation Event"), You may, subject to the conditions herein and upon prior written notice to Us (the "Non-Appropriation Notice"), effective the later of (a) 60 days after such Non-Appropriation Notice, or (b) the end of Your then-current appropriation period (the "Non-Appropriation Date"), terminate this Lease and be released of Your obligation to make all Payments coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Section, You shall (a) provide with the Non-Appropriation Notice a sworn affidavit of a responsible official that a Non-Appropriation Event has occurred and that You have attempted to obtain funding, in good faith, from all available funding sources, but those efforts have failed to obtain funding for the Payments, (b) return the Equipment on or before the Non-Appropriation Date to Us or a location designated by Us, in the condition required by, and in accordance with the return provisions of, this Lease, at Your expense, and (c) pay Us all sums payable to Us under this Lease up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, We shall retain all sums paid hereunder or under the Lease, including the security deposit, if any, specified in this Lease. Termination pursuant to this Section shall not constitute a Default under this Lease; provided that the Parties agree that this Section is not intended to permit You to terminate this Lease at will or for convenience.

**4. Delivery and Acceptance; DISCLAIMER OF WARRANTIES.** You agree to accept each item of Equipment in its as-is condition when delivered and, if requested by Us, to execute the Delivery and Acceptance Certificate supplied by Us as evidence thereof. **YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You also agree that neither the manufacturer nor the supplier of the Equipment is an agent of Ours. If the Equipment is covered by a manufacturer's warranty, such warranty shall be extended to You if automatically assignable. You agree that there shall be no abatement of any Payment obligation because of unavailability of the Equipment during periods of its warranted or non-warranted repair. You agree to hold Us harmless from specific performance of this Lease and from damages, if, for any reason, the supplier, manufacturer, vendor or any other party fails to deliver, or delays in delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. You agree that any delay in delivery of or defect in the Equipment shall not affect the validity of this Lease or the obligation to make Payments hereunder. Your execution of a Delivery and Acceptance Certificate in the form attached hereto shall conclusively establish that the Equipment covered thereby is acceptable to You for all purposes of this Lease.

**5. Use, Maintenance and Return of Equipment.** You agree that all Equipment is to be used for commercial purposes and that the Equipment will not be moved outside of the contiguous forty-eight states of the United States and to notify Us of each change in the place where the Equipment is located or used not more than twenty (20) days following each change in location. You further agree as follows: (a) to operate the Equipment in a careful manner; (b) to maintain the Equipment in good repair and repair any damage thereto; (c) restrict the Equipment's use to experienced and competent operators employed by You; (d) to use the Equipment only in the conduct of Your business; (e) properly house and store the Equipment when not in use; (f) not to rent or sub-lease the Equipment without Our prior written consent except as described in Section 17; (g) to not allow any lien, encumbrance or security interest (other than as created pursuant to this Lease, if any) attach to any Equipment; (h) to comply with all laws and regulations relating to the possession, operation and use of the Equipment; and (i) to pay all license and registration fees and all sales, use, excise, property and all other federal, state and local taxes assessable against this Lease and/or any Equipment, including without limitation, its use or operation and to reimburse Us, upon demand, as additional rent, the amount of any such taxes or costs paid by Us. Upon the expiration or termination of the Lease, You agree to make the Equipment available for pick up by Us at Your cost and expense and in the same condition as when delivered, ordinary wear and tear excepted, free of any lien, encumbrance or security interest claimed by any person. You will not in any event subject the Equipment to any abrasive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation) without Our prior written consent. You shall notify Us of any change in the state of Your location (as such term is defined in the Uniform Commercial Code) not more than twenty (20) days following each change. In addition to all other amounts payable hereunder, You hereby agree to pay to Us, upon demand, all charges for the late return of any Equipment, all charges incurred by Us to repair any excessive wear and tear to any Equipment (including but not limited to repair or replacement of engine, drive train, glass, metal work and trim, rips, tears, tires in an unsafe condition and any other unsafe or abnormal condition of the Equipment), plus an amount equal to the Rate Per Excess Hour multiplied by any units of use of any Equipment in excess of the Hours of Use During Lease Term shown on the Lease. You agree to be responsible for and to pay the entire cost of all necessary maintenance and repair of the Equipment. In maintaining and repairing any Equipment, You shall conform to the recommended practices and procedures of the manufacturer of the Equipment, and shall not, without Our approval, effect any modification or alteration of or to any Equipment. You shall comply with any mandatory or recommended product recalls issued by the manufacturer. All replacement parts and improvements incorporated into

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any Equipment shall become Our property. Should this Lease be terminated prior to the expiration of the Term, the applicable Hours of Use During Lease Term will be prorated by multiplying this unit total by the actual lease term in months divided by the Term in months and the Rate Per Excess Hour will apply to all units of use in excess of this prorated unit total. We may, at any reasonable time, access the premises where the Equipment is located so that We may inspect the Equipment's existence, location, installation, condition and/or maintenance.

**6. Risk of Use, Damage and Destruction.** You assume all risk arising from the possession and operation of the Equipment and agree to defend and indemnify Us and hold Us harmless from all claims, demands, damages and losses, including reasonable attorneys' fees and expenses, arising therefrom. In the event of the theft, destruction or other total loss with respect to any item of Equipment (each item of Equipment singularly referred to herein as the "machine") during the Term or any extension thereof, You shall provide Us prompt written notice. In the event of damage thereto from any cause which in Our judgment cannot be economically repaired, or in the event of the loss of the machine, its theft, or removal from Your possession by the operation of law or otherwise, then, but only with respect to that machine, this Lease shall terminate and You shall immediately pay to Us, only with respect to that machine, the sum of all past due and future Payments for the then-current Term and interest thereon, Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, plus the residual value associated with such machine, all as indicated in Our books and records. In the event the Lease covers two or more items of equipment, the Payment allocation shall be based on the pro-rata relationship of the Minimum Equipment Insurance Amount Required, as shown in this Lease, to the total Payments. The Payments due under this Lease on the remaining items of equipment following such termination shall be reduced by the unpaid balance of the Payments allocable to the lost piece of equipment as set forth above. The amount of any insurance proceeds received by Us because of such destruction or event, and the amount received by Us upon the disposition of the machine should it be recovered, shall be deducted (i) first, from the residual value of such machine as indicated in Our books and records (the "Residual Value"), and (ii) second, from the Payments, any excess amount over the Residual Value. In the event of damage to any machine, which damage in Our judgment can be economically repaired, then this Lease shall not be terminated with respect to the machine, but rather the machine shall be restored to its original condition by You, at Your expense. We shall apply the amount of any insurance proceeds received by Us because of such damage first to the repair of the machine and any excess amount of insurance proceeds shall be credited to the Payments.

**7. Insurance.** You shall purchase and maintain, at Your expense: (a) standard all risk type property damage insurance (covering theft, destruction and/or damage) for the Equipment's full replacement value and in no event less than the Minimum Equipment Insurance Amount Required (as indicated on the Equipment Schedule) with a maximum deductible equal to the greater of \$500.00 or five percent (5.0%) of the adjusted loss; (b) liability insurance in an amount of at least one million dollars (\$1,000,000) (five million dollars (\$5,000,000) if the Equipment or any single machine is deemed a "motor vehicle" under applicable law in the state where You are located) that protects You and Us against the risk of personal injury and physical damage (to property other than the Equipment itself) arising out of or resulting from or because of the operation of the Equipment; and (c) workers' compensation coverage as required by the laws of the state in which You are located. All insurance required herein must be in a form and from an insurer satisfactory to Us and You shall keep such insurance in effect during the Full Lease Term. Evidence of all such insurance shall be provided to Us and such insurance shall provide Us with 10 days advance notice of modification or cancellation and name Us as loss payee. If such insurance is modified, cancelled or allowed to lapse, We may (but shall not be obligated to) purchase or otherwise provide such insurance from an insurer of Our choice, which may be an affiliate of Ours. The costs, limits, terms, conditions and coverage of such replacement insurance, if any, may vary from any previous coverage. We may add the costs of acquiring and maintaining such insurance and Our fees for Our services in placing and maintaining such insurance (collectively "Insurance Charge") to the Payments and You agree to pay such amount, together with interest thereon at a rate per month of 1.75% from the date such insurance was purchased or provided by Us until paid. You agree that such Insurance Charge and additional amounts and the interest thereon shall, as specified by Us, either be paid on demand or be added to the Payments and You promise to pay the resulting increase in the Payments and agree that We may make a profit. We shall have no responsibility to You for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which You may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Us. Nothing in this Lease will create an insurance relationship of any type between Us and/or any person or party. **Insurance coverage for personal liability or physical damage caused to the property of others is not provided.**

**8. UCC Filings; Article 2A Provisions; Finance Lease Status.** We are the owner of and will hold title to the Equipment under this Lease. Although the Equipment may become attached to real estate, it is and will remain personal property and will not become a fixture. If this Lease is deemed to be a security agreement, You grant us a security interest in the Equipment, whether categorized as inventory, goods or otherwise, under the Uniform Commercial Code ("UCC"), as collateral to secure payment of all of Your present and future obligations owed to Us including without limitation, Your Payments and We shall be entitled to all rights of a secured party under the applicable UCC with respect thereto. You authorize Us to prepare and file against You a financing statement describing the Equipment. You hereby authorize, ratify and approve any financing statement covering Equipment filed by Us on or prior to the date hereof. The parties intend this Lease to be a true lease and the filing of a financing statement shall not be construed as evidence to the contrary. You agree Article 2A- Leases of the UCC applies to this Lease, and this Lease will be considered a "Finance Lease" as that term is defined in Article 2A. By signing this Lease, You acknowledge and agree that the Supplier identified in the Lease is the supplier (as that term is defined in Article 2A of the UCC) of the Equipment and that You have been informed that You are entitled to the promises and warranties provided by the manufacturer, dealer, vendor or other person supplying the Equipment in connection with the contract by which We acquired the Equipment (the "Supply Contract") and that You may contact the manufacturer, supplier, dealer or vendor of the Equipment for a description of any rights or warranties that You may be entitled to under the Supply Contract. With respect to this Lease, TO THE

EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY UCC ARTICLE 2A, including without limitation, Section 2A-508 through 2A-522 of the UCC. You also represent that all trade-in property is free and clear of all security interests, liens and encumbrances.

**9. Assignment / Sub-Lease.** You may not assign this Lease or any of Your rights hereunder, nor may You sell, transfer, sublease, rent or lend any Equipment or permit it to be used by anyone other than Your employees without Our prior written consent except as described in section 18. We may assign this Lease without notice or consent and the assignee shall succeed to all of Our rights. Any such assignee shall have all of Our rights, remedies, powers and privileges under this Lease, but shall have none of Our obligations.

**10. Default.** Each of the following is a "Default" under this Lease: (a) You fail to pay any Payment or any other payment obligation when due under this Lease; (b) You do not perform any of Your other obligations under this Lease or in any other agreement with Us or with any of Our affiliates; (c) any representation or warranty made by You proves to be incorrect in any material respect when made; (d) You become insolvent, or are generally unable to pay Your debts when due, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, You seek appointment of a receiver, custodian or other similar official for You or for Your assets, or You commence or have commenced against You any action for relief under any bankruptcy, insolvency or reorganization laws; (e) You sell all or substantially all of Your assets or property, (f) You shall or shall attempt to abandon, remove, sell, encumber, rent or sublet any item of Equipment except as described in section 18; (g) You shall suffer a material adverse change in Your financial condition or operations; (h) You shall cause or suffer to exist any sale or transfer of any interest which would result in a change in majority ownership of You; (i) You shall amalgamate, merge or consolidate with another entity without Our consent; (j) any guarantor of Your obligations under this Lease dies, does not perform such guarantor's obligations under the guaranty, or becomes subject to one of the events listed in clause (d), (e), (f), (g), (h) or (i) above; or (k) any letter of credit required under this Lease is breached, canceled, accelerated, terminated or not renewed for any reason.

**11. Remedies.** In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, We may, at Our option: (a) cancel or terminate this Lease or any or all other agreements that We have entered into with You; (b) declare the entire unpaid balance of all Payments immediately due and payable without notice or demand and require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) all past due and future Payments and interest thereon for the then-current Term, (ii) Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, and (iii) the Residual Value of the Equipment; (c) require You to deliver the Equipment to Us; (d) peacefully repossess the Equipment without court order and You will not make any claims against Us or our agents for damages or trespass or any other reason; (e) appoint a receiver/manager; (f) charge You interest on all monies due to Us at the rate of 1.75% per month from the due date thereof until paid but in no event more than the maximum rate permitted by law; (g) advise any or all account parties and any of Your renters, lessees and borrowers of the Equipment to make all rental, lease and loan payments to Us and/or direct them to return the Equipment to Us upon the expiration of the rental, lease or loan term; and (h) exercise any other right or remedy available at law or in equity. **You agree to pay all of Our costs and expenses, including, without limitation, reasonable attorney's fees and expenses and collection agency fees and expenses, of enforcing Our rights against You, for the recovery or repossession of Equipment and in the collection of Your obligations to Us under this Lease.** If We take possession of any Equipment, We may sell, re-lease or otherwise dispose of it with or without notice, at a public or private sale, on Your premises or elsewhere and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) (i) first, to the Residual Value; (ii) second, to Payments, Taxes, fees and charges that would have become due in the course of the Full Lease Term; and (iii) to the amounts that You owe Us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that remain due after We have applied such net proceeds. If You fail to deliver the Equipment upon demand by Us or fail to return the Equipment in a timely manner, as determined by Us, upon the termination or expiration of this Lease or upon Default and We do not recover the Equipment, then You shall be additionally liable to Us for the fair market value of the Equipment at the time of termination or expiration of this Lease or at the time of Default, whichever is earlier. The remedies provided by this Lease in favor of Us shall not be deemed exclusive, but shall be cumulative and in addition to all other remedies in Our favor existing at law or equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on Our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default shall not be a waiver of any other or subsequent default. Our recovery hereunder shall not exceed the maximum recovery permitted by law.

**12. Renewal.** Unless this Lease is earlier terminated pursuant to Section 3, You must give Us at least 60 (but not more than 180 unless waived by Us in Our sole discretion) days written notice before the end of the Full Lease Term that You will return the Equipment to Us. Until You give Us such written notice: **(a) the Lease will automatically renew on a month-to-month basis (each a "Renewal Month Term") until You provide Us 60 days prior written notice that You will return the Equipment to Us (in which case the Lease will renew for two additional Renewal Month Terms),** each Renewal Month Term will commence immediately upon the expiration of the then current term and (b) the terms of the Lease, including without limitation the amount of the Payment, will continue to apply and (c) Your security deposit, if any, will continue to be held to secure Your performance during the Renewal Month Term.

**13. Indemnification.** You are responsible for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees and expenses, (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, operation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or (c) this Lease (and any supplements and amendments hereof). To the maximum extent permitted by applicable law, You agree to reimburse Us for and, if We request, to defend Us against any Claims. This indemnification will continue even after the termination of this Lease or full payment of all obligations owed by You hereunder.

**14. Representations, Warranties and Covenants.** You represent, warrant and covenant as follows: (a) You are a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the state in which You are  
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located; (b) You are authorized under the constitution and laws of said state to enter into this Lease and the transaction contemplated hereby and to perform all of Your obligations hereunder; (c) You have been duly authorized to execute and deliver this Lease by proper action and approval of Your governing body at a meeting duly called, regularly convened and attended throughout by requisite majority of the members thereof or by other appropriate official approval; (d) this Lease constitutes Your legal, valid and binding obligation enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Default exists at the Commencement Date; (f) You have in accordance with the requirements of lawfully budgeted and appropriated sufficient funds for the current fiscal year to make the Payments scheduled to come due during the Original Term and to meet Your other obligations for the Original Term and such funds have not been extended for other purposes; (g) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a corporate and body politic; (h) You have complied with such public bidding requirements as may be applicable to this Lease and Your acquisition of the Equipment hereunder; (i) there is no action suit, proceeding inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting You or this Lease, nor to the best of Your knowledge is there any basis therefore wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect Your financial condition or properties; (j) You have obtained all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Lease or in connection with the performance of Your obligations hereunder; (k) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which the You are or are to be a party will not violate any judgment, order, law or regulation applicable to You or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any of Your assets or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which You are a party or by which You or Your assets maybe be bound, except as herein provided; (l) the Equipment described in this Lease is essential to Your function or to the services You provide to Your citizens, You have an immediate need for, and expect to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future and the Equipment will be used by You only for the purpose of performing one or more of Your governmental or proprietary functions consistent with the permissible scope of Your authority and will not be used in the trade or business of any other entity or person; (m) You have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement. Your representations, warranties and covenants shall survive beyond the Full Lease Term and the termination of this Lease.

**15. Choice of Law and Jurisdiction; Waiver of Jury Trial.** The law of the state of Your address shown on the front page hereof shall govern all matters relating to this Lease. This Lease shall not be enforceable by You until signed by Us in our Johnston, Iowa offices. **To the extent permitted by applicable law, You also waive Your right to a trial by jury.**

**16. Waivers.** You acknowledge receipt of an executed copy of this Lease. Where permitted by law, You waive Your right to receive a copy of any financing statement, financing change statement, verification statement or other similar instrument filed or issued at any time in respect of this Lease or any amendment hereof. To the extent permitted by law, You, being fully aware of the rights and benefits afforded to You by statute, hereby waive the benefits of all provisions of any applicable statute, including, without limitation, any statute relating to leases, conditional sales, or regulatory credit, and of any regulations made thereunder in any and all states of the United States, which would, in any manner, affect, restrict or limit Our rights hereunder. You also waive and assign to Us the right of any statutory exemption from execution or otherwise and further waive any rights to demand security for costs in the event of litigation.

**17. TAX TREATMENTS AND INDEMNIFICATION.** Unless otherwise provided, this Lease is entered into on the assumption that We are the owner of the Equipment for income tax purposes and are entitled to certain federal and state tax benefits available to an owner of the equipment (collectively "Tax Benefits"), including without limitation, accelerated cost recovery deductions and deductions for interest incurred by the Lessor to finance the purchase of the Equipment, available under the Internal Revenue Code of 1986, as amended (the "Code"). You represent, warrant, and covenant to Us that (a) the Equipment will be used for a governmental or proprietary purpose; (b) You are a tax-exempt entity (as defined in Section 168(h) of the Code); (c) You will use all Equipment solely within the United States; and (d) You will take no position inconsistent with the assumption that We are the owner of the Equipment for any tax purposes. You and Us contemplate that the Equipment will be exempt from all Taxes. If, however, because of any of Your acts or omissions or any party acting through You, or the breach or inaccuracy of any representation, warranty or covenant made by You, We reasonably determine that we cannot claim, are not allowed to claim, or that we may lose or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Lease (a "Tax Loss"), then You will, promptly upon demand, pay to Us an amount sufficient to provide Us the same after-tax rate of return and aggregate after-tax cash flow through the end of the term of such Lease then in effect that We would have realized but for such Tax Loss.

You will be responsible for as and when due and shall indemnify and hold Us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above, (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Payments or receipts with respect to this Lease. If You do not pay any of the Taxes, We have the right, but not the obligation, to pay them on Your behalf. You will not, however, be obligated to pay any taxes on or measured by Our net income. You authorize Us to add to the amount of each Payment any Taxes that may be imposed on or measured by such Payment. We do not have to contest any Taxes, fines or penalties. We will file all personal property,

use or other Tax returns as required by law under this Lease. In such case, You will pay to Us on demand, as an additional Payment, the amount of the personal property tax We are required to pay. You agree to reimburse Us with the next Payment for any Taxes We pay, plus a fee to Us for collecting and administering any Taxes and remitting them to the appropriate authorities on which we may make a profit and interest thereon at the highest legal rate allowed, from the date due until fully paid. If You do not pay this reimbursement with the next Payment You agree to pay Us interest on those amounts at the highest legal rate allowed from the due date until paid in full. **We make no recommendation, representation or warranty as to the treatment of this Lease for tax or accounting purposes.** You acknowledge that You have consulted with Your tax and accounting advisors concerning the appropriate tax and accounting treatment of this Lease and have not relied on advice from Us; and You hold Us harmless for any adverse consequences resulting from Your tax and accounting treatment of this Lease.

**18. Golf Cars.** If the Equipment includes golf cars, with respect to the golf cars only, notwithstanding the limitations in Section 5, 9 and 10 You may rent the golf cars on a daily or per-round basis to Your patrons, in the ordinary course of Your business. To the extent You complete an exemption certificate relative to personal property taxes on the golf cars, You agree to indemnify Us from and against any Claims related to the failure to pay personal property taxes based on such representation and You agree that you are responsible for remitting any and all required sales, use or other tax required as a result of the rental of the golf cars to patrons.

**19. Financial and Credit Information; Communication Methods.** You authorize Us to obtain credit bureau reports and make other credit inquiries that We determine are necessary and agree that without further notice We may use or request additional credit bureau reports to update Our information so long as You have any outstanding indebtedness or obligations owed to Us. You further agree to provide Us, promptly after request therefor by Us, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning You that We determine are necessary. Providing Your email address and/or telephone number in Your credit application or otherwise is Your acknowledgment that We may retain Your email address and/or telephone number for further communication with You. You agree to allow Us to conduct business with You using email or by calling You, regardless of the purpose of Our communication, which may include, without limitation, collections and notices under Your agreements with Us. We reserve the right to use the method of communication We deem best in interacting with You.

**20. Facsimile.** This Lease may be executed by a party and transmitted by facsimile or electronic mail. You agree that a copy of this Lease bearing Your signature which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. You further agree not to object to the admissibility of such copy into evidence under the business records to the hearsay rule or the best evidence rule or otherwise and expressly waive any right to do so. The original or a facsimile or electronic copy of this Lease which bears both a signature of Us and You and Our original signature shall be deemed the execution original of this Lease for the purposes of taking possession of this Lease for all other purposes.

**21. Miscellaneous.** You agree the terms and conditions contained in this Lease constitute the final agreement between You and Us and is the exclusive expression of our agreement regarding the lease of the Equipment. All earlier and contemporaneous negotiations and agreements between You and Us on the matters contained herein are expressly merged into and superseded by this Lease. Any modification or addition to the

terms of this Lease must be in a written agreement identified as an amendment and signed by Us. **You agree, however, We are authorized, without notice to You, to insert in this Lease and/or the Equipment Schedule any serial number, model numbers and/or make of any item of Equipment, correct any errors in such information reflected in this Lease and/or the Equipment Schedule and correct any other patent errors or omissions in the description of any item of Equipment reflected in the Equipment Schedule, to supply information missing from this Lease or the Equipment Schedule and to correct any obvious errors in this Lease or in the Equipment Schedule.** Without limiting the foregoing, You agree we may insert the date and Number of this Lease after Your execution of the Lease. If We delay or fail to enforce any of Our rights under this Lease, We will still be entitled to enforce those rights at a later time and such rights shall not be waived. Any waiver by Us of any breach or default will not constitute a waiver by Us of any additional or subsequent breach of default nor shall it be a waiver of any of Our rights. Any waiver of a remedy, term or condition or change to the terms and conditions of this Lease must be in writing and signed by Us. All notices shall be given in writing by the party sending the notice and shall be effective when (a) deposited in the U.S. mail, with first class postage prepaid, or (b) sent by overnight courier of national reputation, in either case, addressed to the party receiving the notice at the address shown on the front of this Lease (or to any other address specified by that party in writing). All of Our rights and indemnities will survive the termination of this Lease. Our rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing during the Term of this Lease, shall survive and be enforceable by Us and Our successors and assignees. Payments received may be applied at Our discretion to obligations hereunder or to any other indebtedness owed by You to Us despite directions, if any, appearing on the remittance or communicated to Us otherwise, and to late charges first and then to the amount owing. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any or all of Your obligations under this Lease, We have the right, but not the obligation, to take any action or pay any amounts We believe are necessary to protect Our interest. You agree to reimburse Us immediately upon Our demand for any such amounts We pay. In the event any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the parties hereto agree such provision shall be ineffective and the remaining provisions of this Lease shall remain in full force if the essential provisions of this Lease for each party remain valid, legal, and enforceable. Any provision of this Lease which is, for any reason, unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. This Lease and Equipment Schedule shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You shall promptly execute and deliver to Us such further documents and take such further action as We may request to more effectively carry out the intent and purpose of this Lease and the Equipment Schedule. Words importing the singular include the plural and vice versa and words importing gender include all genders. If more than one lessee has signed this Lease, each of You agree Your liability is joint and several. Restrictive or similar endorsements contained on or provided in connection with any Payment You make shall not be binding on Us. Time is of the essence under this Lease.

BY SIGNING THIS AGREEMENT: (I) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS AGREEMENT (II) YOU AGREE THAT THIS IS A NET LEASE, THAT YOU CANNOT TERMINATE OR CANCEL, THAT YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE ANY SUCH PAYMENTS FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH, (III) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (IV) YOU CONFIRM THAT YOU HAVE DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE AND (V) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF YOUR ADDRESS ON THE FRONT PAGE HEREOF AND YOU EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date set forth on the first page of this Lease.

|                     |                                                                 |                     |                                                                  |
|---------------------|-----------------------------------------------------------------|---------------------|------------------------------------------------------------------|
| LESSEE<br>SIGNATURE | CITY OF CHELAN, WA                                              | LESSOR<br>SIGNATURE | DLL Finance LLC,<br>At: 8001 Birchwood Court, Johnston, IA 50131 |
|                     | Lessee                                                          |                     |                                                                  |
|                     | Authorized Signature                                            |                     | Authorized Signature                                             |
|                     | Print Name                      Title                      Date |                     | Print Name & Title                      Date                     |

**Equipment Schedule**

|  | New/<br>Used | Make and Model of Equipment           | Serial<br>Number | Minimum<br>Equipment<br>Insurance Amount<br>Required | Hours at<br>delivery | Hours during<br>Lease Term | Rate per<br>Excess<br>Hour |
|--|--------------|---------------------------------------|------------------|------------------------------------------------------|----------------------|----------------------------|----------------------------|
|  | N            | CLUB CAR TEMPOG GAS GOLF CAR (QTY 72) |                  | \$450,632.88                                         | N/A                  | N/A                        | N/A                        |

Note: Although the Equipment listed above may be described as “New”, that description does not mean it was necessarily manufactured in the current year.

I have reviewed and acknowledge and agree that the Equipment description above is accurate and complete.

|                     |                      |       |      |
|---------------------|----------------------|-------|------|
| LESSEE<br>SIGNATURE | CITY OF CHELAN, WA   |       |      |
|                     | Lessee               |       |      |
|                     | Authorized Signature |       |      |
|                     | Print Name           | Title | Date |



# MAINTENANCE AGREEMENT (Golf Cars)

|                |                    |                         |
|----------------|--------------------|-------------------------|
| Lease Case ID: | FA-535620          | Lessor: DLL FINANCE LLC |
| Lessee:        | CITY OF CHELAN, WA |                         |
| Date:          | 12/22/2025         |                         |

This Maintenance Agreement (the "Agreement") relates to all Equipment, as defined in the Lease agreement between Lessee and DLL FINANCE LLC as further identified above (the "Lease Agreement") and each Lease entered into pursuant to the Lease Agreement. All capitalized terms shall have the meanings ascribed to them in the Lease Agreement. Lessee agrees as follows with respect to each item of Equipment which is required to be returned:

**1. RETURN OF EQUIPMENT.** Notwithstanding anything to the contrary contained in the Lease Agreement and/or the Lease and in addition to the terms and conditions contained therein and herein, Lessee shall, at Lessee's sole cost and expense, return all, but not less than all, of the Equipment described in each Lease to Lessor, or its designee immediately upon the expiration of the Term of the Lease pursuant to the terms and conditions contained in the Lease and with respect to each item of Equipment, as applicable, the following must be true:

- (A) All safety equipment must be in place and meet applicable federal, state and other governmental standards.
- (B) All windscreens, covers and guards must be in place with no sheet metal, plastic, or cowling damage.
- (C) All parts, pieces, components and optional equipment must be present, installed and operational. All accessories that accompanied the units and/or were subject to the Lease, including without limitation battery chargers, GPS equipment, diagnostic and tuning equipment shall be returned in proper order. Upon request of Lessor, all maintenance records and manuals related to the Equipment shall be provided by Lessee to Lessor.
- (D) All motors shall operate smoothly without overheating and shall have good bearings and bushings.
- (E) All electronic controls shall operate per manufacturer's specifications. Controls which bypass normal operations shall be repaired at Lessee's expense.
- (F) All electrical systems shall be able to provide electrical output as specified by the manufacturer.
- (G) All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries should hold a charge and provide adequate power to operate the equipment.
- (H) All Equipment shall have serviceable brakes and tires (retaining proper air pressure, and without repair patches) and the wheels shall not be dented and/or bent.
- (I) All oil and grease seals must contain lubrication in the manufacturers designed reservoir.
- (J) All Equipment must have a relatively clean appearance.
- (K) All Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operating/maintenance manual furnished with each item of equipment.
- (L) All Equipment shall be free from structural damages and/or bent frames.
- (M) All Equipment attachments, if any, must be in good condition.

**2. RETURN PERFORMANCE.** Each item of Equipment must be able to complete the following tests:

- (A) Operate normally in forward and reverse directions through all the speed ranges or gears.
- (B) Steer normally both right and left in both forward and reverse.
- (C) Have all functions and controls work in normal manner.
- (D) Be able to stop with its service brakes in a safe distance in both forward and reverse.
- (E) Operates without leaking any fluids.
- (F) Perform its designed functions in a satisfactory manner.

Notwithstanding the above, if the total cost of the repairs for all items of Equipment subject to a Lease is less than \$100, Lessor will not bill Lessee.

**3 REPAIRS / REQUIRED PURCHASE.** If, in the Lessor's sole judgment, any item of Equipment is damaged or does not meet the standards set forth above, or if Lessee fails to discharge its obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, at Lessor's election, (a) the amount which Lessor determines will be necessary to return the Equipment to its required condition and/or to replace missing, damaged or non-performing items or equipment, or (b) Payments due and to become due under the terms of the Lease, Taxes, fees and charges due and to become due under the terms of the Lease, plus the residual value as indicated in Lessor's books and records associated with such item of Equipment.

**4. MISCELLANEOUS.** Lessee agrees that a copy of this Agreement bearing a signature of Lessee which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document.

|               |                                                                                     |       |      |               |                                                                                     |       |      |
|---------------|-------------------------------------------------------------------------------------|-------|------|---------------|-------------------------------------------------------------------------------------|-------|------|
| <b>LESSEE</b> | CITY OF CHELAN, WA                                                                  |       |      | <b>LESSOR</b> | Accepted by DLL FINANCE LLC in Johnston, Iowa                                       |       |      |
|               | Signature                                                                           |       |      |               | Signature                                                                           |       |      |
|               |  |       |      |               |  |       |      |
|               | Print Name                                                                          | Title | Date |               | Print Name                                                                          | Title | Date |

**LEASE AGREEMENT SUPPLEMENT –  
PROPERTY TAX ACKNOWLEDGEMENT**

|                          |                                            |
|--------------------------|--------------------------------------------|
| Name of Lessee:          | CITY OF CHELAN, WA (the “ <b>Lessee</b> ”) |
| Date of Lease Agreement: | 12/22/2025 (the “ <b>Lease</b> ”)          |

In order to induce DLL Finance LLC (“Lessor”) to enter into the Lease pursuant to which the Equipment will be leased to Lessee, the undersigned represents the following:

- The Lessee acknowledges and understands that Lessor will file all personal property tax returns and Lessee shall reimburse Lessor for property taxes related to the Equipment.
- Property taxes will be billed annually to Lessee and are due on invoice. Lessee acknowledges that property taxes may be billed to Lessee after the Term of the Lease.
- If Lessee does not pay property taxes, Lessor has the right, but not the obligation, to pay them on Lessee’s behalf and add to the amount of such taxes to the Lease Payments.

All capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement. Lessee agrees that Lessor’s emphasis of the provisions of the Agreement contained herein are for the convenience of the Lessee and shall not minimize or waive any remaining provisions of the Agreement, all of which remain in full force and effect. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments are entitled to rely on this acknowledgement. Lessee’s facsimile signature shall be considered binding as an original.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

|                             |                                                                                                                                  |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>LESSEE<br/>SIGNATURE</b> | CITY OF CHELAN, WA                                                                                                               |
|                             | Lessee                                                                                                                           |
|                             | Authorized Signature                                                                                                             |
|                             | <div style="text-align: center;">  </div>     |
|                             | <div style="display: flex; justify-content: space-between;"> <span>Print Name</span> <span>Title</span> <span>Date</span> </div> |



## AUTHORIZATION FOR AUTOMATIC PAYMENTS (ACH DEBIT) AND PAPERLESS INVOICING

Please follow the simple instructions in this form to set up Automatic Payment, Paperless Invoicing, or both. Ensure you complete both the "Automatic Withdrawal" and "Paperless Invoicing" sections to take advantage of both time-saving features. Please call Customer Service at (800) 355-5024 if you have any questions.

**You can fill out and submit this form online by visiting <https://www.myaccountdata.com/en/dllgroup/Home>**

### Contract Number (If Known): \_\_\_\_\_

Customer Name: CITY OF CHELAN, WA  
 Customer Address: PO BOX 1669, CHELAN, WA 98816  
 Customer Phone Number: 509-682-8036

### Automatic Payments

Bank Account Holder(s): \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Address/Branch Location: \_\_\_\_\_

ABA Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Re-enter Account Number: \_\_\_\_\_

Sample Check:

Your information

Pay to the order of

|                 |                |           |
|-----------------|----------------|-----------|
|                 |                | Dollars   |
| 987456123       | 00012345678    | 1234      |
| ABA Routing No. | Bank Acct. No. | Check No. |

This is a ☐ checking account\* ☐ savings account\*\*

*\*If a Checking account is identified above, please send a copy of a voided check.*

*\*\*If a Savings account is identified above, please send your bank's routing number and your savings account number on bank letterhead.*

**Authorization:** By signing below, I (we) hereby authorize DLL FINANCE LLC ("Originator") (whether acting alone or through its servicer or any agent on its behalf) to initiate withdrawals from my (our) account provided above for any and all amounts then due under my agreements with Originator in the frequency (i.e., monthly, quarterly, etc.) as specified in my (our) agreements with Originator. I (we) understand that if a fee for insufficient funds or returned payment is assessed against me, Originator may collect such fee via electronic fund transfer in an amount equal to the lesser of \$40 or the maximum amount allowed by law. I (we) understand paper invoices may be discontinued. In addition to other applicable law, I (we) acknowledge that the Nacha Operating Rules shall apply to this authorization. This authorization will remain in full force and effect until the agreements are paid in full or this authorization is canceled by written notice from me (or either of us) to Originator.

Bank Account Holder

Signature: 

Print Name: 

Print Title (if applicable): 

Date: 

Bank Account Holder

Signature: 

Print Name: 

Print Title (if applicable): 

Date: 

### Paperless Invoicing

Customer Email Address for invoice delivery: \_\_\_\_\_

DLL FINANCE LLC will automatically enroll you in paperless invoicing using the email address indicated above, which was provided at the time of your application. If you need to update or correct your email address, please use the space below to make the necessary changes. By not opting out of paperless invoicing, you acknowledge and agree that DLL FINANCE LLC will send electronic communications to your email address, which will contain a link to a website where you may access your invoices and related documents. This process will remain in effect until you choose to opt out. Should you wish to opt out of paperless invoicing and receive paper invoices by mail, please indicate your preference by checking the box below. You may also opt out at any time during the agreement period by logging into your account, by calling 800-355-5024 or submitting a written request via email at [postbookingrequests@dllgroup.com](mailto:postbookingrequests@dllgroup.com)

Customer Email Address for invoice delivery (if incorrect above): \_\_\_\_\_

By checking this box, I hereby elect to opt out of paperless invoicing ☐



**Did you sign next to the red arrows?**

Please send this completed and signed form to our Customer Service team by mail, email or fax to:

| Mail:                                            | Email:                                                                                 | Questions? Call us: |
|--------------------------------------------------|----------------------------------------------------------------------------------------|---------------------|
| P.O. BOX 2000<br>ATTN: ITR<br>JOHNSTON, IA 50131 | <a href="mailto:postbookingrequests@dllgroup.com">postbookingrequests@dllgroup.com</a> | (800) 355-5024      |



# DLL FINANCE LLC

## DELIVERY AND ACCEPTANCE CERTIFICATE

TO: DLL FINANCE LLC

RE: CONTRACT NO. \_\_\_\_\_ WITH CASE ID FA-535620 ("THE "CONTRACT")

The undersigned ("Customer") hereby certifies that Customer has financed all items described below ("Equipment") pursuant to the Contract and further certifies that:

- (i) the Equipment has been delivered to and has been received by Customer;
- (ii) all installation or other work necessary prior to the use thereof has been completed;
- (iii) all Equipment has been examined by Customer, is in good operating order and condition, and is in all respects satisfactory to Customer;
- (iv) the Equipment is accepted by Customer for all purposes under the Contract; and
- (v) a facsimile or electronic signature of this Delivery and Acceptance Certificate may be treated as an original.

| New or Used | Make, Model Number(s), and Description  | Serial Number(s) |
|-------------|-----------------------------------------|------------------|
| NEW         | CLUB CAR, TEMPOG, GAS GOLF CAR (QTY 72) |                  |

|          |                                                                                                   |                                                                                              |                                                                                               |
|----------|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| CUSTOMER | CITY OF CHELAN, WA                                                                                |                                                                                              |                                                                                               |
|          | <br>Signature  |                                                                                              |                                                                                               |
|          | <br>Print Name | <br>Title | <br>Date |

Please return signed copy via email at [golf@dllgroup.com](mailto:golf@dllgroup.com) or fax to: (515) 334-7897

**DLL FINANCE LLC**  
**CUSTOMER AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE**

Date: 01/01/2026

Customer's Name CITY OF CHELAN, WA

Address 135 E JOHNSON AVE City CHELAN State WA ZIP 98816-9000

RE: Agreement dated 01/01/2026 with DLL FINANCE LLC

as Assignee, Lender, or Lessor (the "Lender").

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the equipment listed in the Agreement set forth above, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc. The minimum amount of coverage required by Lender is \$450,632.88.

|          |        | <u>EQUIPMENT</u>      |               |
|----------|--------|-----------------------|---------------|
| Make     | Model  | Description           | Serial Number |
| CLUB CAR | TEMPOG | GAS GOLF CAR (QTY 72) |               |

I affirm that I will be providing my own physical damage insurance coverage through the BELOW LISTED INSURANCE AGENT.

TO DEBTOR'S INSURANCE AGENT

I hereby instruct you to add DLL FINANCE LLC as a payee through a Lender's Loss Payable Clause or similar clause which provides that any acts of the Customer will not void the policy as to the Loss Payee.

To my existing policy number \_\_\_\_\_ with \_\_\_\_\_  
which now provides the coverage required.

Lender must be given written notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the customer, or any other person, shall not invalidate the insurance to Lender.

**PLEASE FORWARD A COPY OF THE POLICY, ENDORSEMENT, OR CERTIFICATE EVIDENCING COVERAGE TO DLL FINANCE LLC via email at [DSMinsurance@DLLgroup.com](mailto:DSMinsurance@DLLgroup.com) OR call (800) 863 3660.**

**PLEASE ATTACH A COPY OF THIS NOTICE TO THE PROOF OF INSURANCE.**

**ACKNOWLEDGEMENT OF CUSTOMER:** I acknowledge that copies of this document sent to Lender are for informational purposes only. I am responsible for notifying my agent of my obligation to obtain physical damage insurance.

I understand I am responsible for insurance coverage for personal liability or property damage caused to others.

**\*PLEASE BE SURE TO COMPLETE THE INFORMATION BELOW\***

 \_\_\_\_\_  
Insurance Agency/Agent's Name

 \_\_\_\_\_  
Agent's E-Mail Address

 \_\_\_\_\_  
Mailing Address / PO Box

 \_\_\_\_\_  \_\_\_\_\_  
Agent's Phone Number Agent's Fax Number

 \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  
City State Zip Code

This lease agreement is coded as sales and use tax exempt. Please provide a copy of your current Washington Reseller Permit with the signed lease documentation. An example of the Reseller Permit is provided below for your convenience. We greatly appreciate your business, please contact us with any questions.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <br>STATE OF<br>WASHINGTON                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>RESELLER PERMIT</b><br>Washington State Department of Revenue<br>PO Box 47476 - Olympia, WA 98504-7476 - 1-800-647-7706 |
| <b>Issued to:</b><br>600 600 600<br>John Doe<br>John Doe Inc.<br>1234 Nowhere Rd<br>Anywhere, WA 99999                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Permit Number:</b> A14 8694 13<br><b>Effective Date:</b> 01-01-2010<br><b>Expiration Date:</b> 12-31-2013               |
| <b>Business Activities:</b><br>Miscellaneous Wholesale                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                            |
| <b>This permit can be used to purchase:</b> <ul style="list-style-type: none"><li>• Merchandise and inventory for resale without intervening use</li><li>• Ingredients, components, or chemicals used in processing new articles of tangible personal property produced for sale</li><li>• Feed, seed, seedlings, fertilizer, and spray materials by a farmer</li><li>• Materials and contract labor for retail/wholesale construction</li><li>• Items for dual purposes (see Purchases for Dual Purposes on back)</li></ul> |                                                                                                                            |
| <b>This permit cannot be used to purchase:</b> <ul style="list-style-type: none"><li>• Items for personal or household use</li><li>• Promotional items or gifts</li><li>• Items used in your business that are not resold, such as office supplies, equipment, tools, and equipment rentals</li><li>• Materials and contract labor for public road construction or U.S. government contracting (see Definitions on back)</li><li>• Materials and contract labor for speculative building</li></ul>                           |                                                                                                                            |
| <b>This permit is no longer valid if the business is closed.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                            |
| <b>The business named on this permit acknowledges:</b> <ul style="list-style-type: none"><li>• It is solely responsible for all purchases made under this permit</li><li>• <b>Misuse of the permit:</b><ul style="list-style-type: none"><li>— Subjects the business to a penalty of 50 percent of the tax due, in addition to the tax, interest, and penalties imposed (RCW 82.32.291)</li><li>— May result in this permit being revoked</li></ul></li></ul>                                                                |                                                                                                                            |
| <b>Notes (optional):</b><br>_____<br>_____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                            |
| <b>Important:</b> The Department of Revenue may use information from sellers to verify all purchases made with this permit were qualified.                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                            |

Reseller: Keep this original permit on file. Provide copies to sellers from which you make purchases.

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made in duplicate by and between the CITY OF CHELAN, a Washington municipal corporation (the "CITY") and Golf Cars Etc., a Golf Cart Fleet Vendor (the "SERVICE PROVIDER").

WHEREAS, the CITY desires to complete the Golf Cart Fleet Lease (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.
  - 1.1 The SERVICE PROVIDER shall furnish the fleet of golf carts described on the date specified as detailed in Exhibit "A"
2. Term. This Agreement is effective upon execution by the Mayor. The "Commencement Date" of Services and the lease term described in Exhibit A will be the Acceptance Date (defined below). Unless sooner terminated in accordance with this Agreement, the term of this Agreement will continue for sixty (60) months after the Acceptance Date (the "Term").
  - 2.1 Delivery; Acceptance Date. The SERVICE PROVIDER shall deliver the golf cart fleet and related items described in Exhibit A (the "Carts") in accordance with Exhibit A. Following delivery, the CITY will have ten (10) business days to inspect and test the Carts for conformity with Exhibit A (the "Inspection Period"). The CITY will issue written notice of acceptance when the Carts conform to Exhibit A (the "Acceptance," and the date of Acceptance is the "Acceptance Date"). If the CITY identifies nonconformities during the Inspection Period, the CITY will provide written notice describing the nonconformities, and the SERVICE PROVIDER shall promptly cure and re-tender the Carts for inspection. The Carts will not be deemed accepted until the CITY issues written Acceptance.
  - 2.2 No Early Start. For avoidance of doubt: (a) the Term will not begin, and (b) the CITY will have no obligation to authorize, commence, or make payments attributable to the

lease term described in Exhibit A, until the Acceptance Date occurs (subject to the separate financing documents to be provided by the financing company).

2.3 *Acceptance Date* means the date the CITY provides written confirmation that the golf cart fleet and related items described in Exhibit A have been delivered and accepted after inspection.

3. Compensation and Method of Payment.

3.1 Compensation. Pricing for the Carts is as set forth in Exhibit A. The parties anticipate that the City's payments may be made through a separate financing arrangement (currently anticipated to be through DLL Financial) under separate lease documents. Nothing in this Agreement modifies or replaces the financing company's lease documents, and nothing in the lease documents will modify the SERVICE PROVIDER's delivery, conformity, cure, and acceptance obligations under this 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. Billing and Payment provisions are described in **Exhibit "A"**.

4. Information. The SERVICE PROVIDER shall furnish to the CITY within a reasonable time such statements, records, reports, data, and information as the CITY may request pertaining to the Services and the Project.

5. Independent Contractor Relationship.

5.1 The parties intend that an independent contractor relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved by the Services. The implementation of Services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of the Services.

5.2 In the performance of the Services the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the Services, however, the results of the Services be approved by the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory performances of the Services. Notwithstanding, the CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee(s), agent(s) or subcontractor(s) from providing Services or otherwise being involved with the Project.

6. Hold Harmless/Indemnification.

- 6.1 SERVICE PROVIDER shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the SERVICE PROVIDER in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.
- 6.2 However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the SERVICE PROVIDER and the CITY, its officers, officials, employees, and volunteers, the SERVICE PROVIDER's liability, including the duty and cost to defend, hereunder shall be only to the extent of the SERVICE PROVIDER's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the SERVICE PROVIDER's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- 6.3 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

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

- 7.1 Minimum Scope of Insurance The SERVICE PROVIDER shall obtain insurance of the types and coverage described below:
  - a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
  - b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the public entity using an addition insured endorsement at least as broad as ISO endorsement form CG 20 26.

- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Consultant's profession.

7.2 Minimum Amounts of Insurance The SERVICE PROVIDER shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

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

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

## 9. Compliance with Laws.

9.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

- 9.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.
10. Nondiscrimination. Because The CITY is an equal opportunity employer:
  - 10.1 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
  - 10.2 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.
  - 10.3 Assignment. If any assignment or subcontracting has been authorized by the CITY, the assignment or subcontract shall include appropriate safeguards against discrimination.
11. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
  - 11.1 By signing the agreement below, the SERVICE PROVIDER certifies to the best of its knowledge and belief, that it and its principals:



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

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

12. Assignment/subcontracting.

- 12.1 The SERVICE PROVIDER shall not assign its performance of the Services or any portion of this Agreement without the CITY's prior written consent of not less than thirty (30) days. The CITY reserves the right to reject without cause any such assignment.
- 12.2 Any assignment shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- 12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Maintenance and Inspection of Records.

- 13.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times

to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

- 13.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

14. Termination.

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

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

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

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

17. Jurisdiction and Venue.

- 17.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and shall be governed by laws of the State of Washington, both as to interpretation and performance.
- 17.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Chelan County, Washington.

18. Severability. If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Agreement.
19. Entire Agreement. This Agreement, including the Exhibits attached, is the complete and exclusion expression of the agreement between them and shall bind their successors and assigns. Any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any provision of this Agreement shall constitute a material breach of contract and be cause for termination. The parties recognize time is of the essence in the performance of this Agreement. The forgiveness or waiver of the nonperformance of any provision of this Agreement does not constitute a waiver of any subsequent nonperformance by a party.

CITY:

SERVICE PROVIDER:

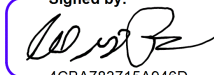
CITY OF CHELAN  
PO Box 1669  
Chelan, WA 98816

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

\_\_\_\_\_  
Date

Attest:

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

Signed by:  
  
4CBA783715A946D

\_\_\_\_\_  
William Renz President

\_\_\_\_\_  
1/10/2026

**EXHIBIT A**  
Quote Summary



**EXHIBIT B**  
Club Car Limited Warranty

## LIMITED WARRANTY

### WARRANTY

Club Car, LLC ("Club Car") hereby warrants to the original purchaser or lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from Club Car or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by Club Car, its Authorized Dealers or Distributors, or a service agency approved by Club Car. For repairs made by qualified technicians other than Club Car's factory technicians or an Authorized Dealer or Distributor, Club Car will provide only the replacement parts or components.

If the warranty registration form is not completed and returned to Club Car at the time of the original retail sale, the Purchaser must provide proof of date of purchase with any warranty claim.

### WARRANTY TIMEFRAME

| ITEM                     | SUB-ITEMS                                                                                                                                               | COVERAGE         |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| VEHICLE MAINFRAME        | Not applicable                                                                                                                                          | Limited Lifetime |
| SUSPENSION               | Steering gearbox, steering column, shocks, and leaf springs                                                                                             | 4 years          |
| POWERTRAIN               | Engine, transaxle, torque converter (drive and driven)                                                                                                  | 5 years          |
| GASOLINE SYSTEMS         | Air intake system, exhaust system, and starter generator                                                                                                | 3 years          |
| PEDAL GROUP              | Pedal group mechanical assembly, brake cluster assemblies, and brake cables                                                                             | 4 years          |
| SEATS                    | Seat bottom, seat back, and armrests                                                                                                                    | 4 years          |
| CANOPY SYSTEM            | Canopy, rear canopy supports, drainage system, and structural accessory module (SAM)                                                                    | 4 years          |
| BODY GROUP               | Beauty panels and front/rear underbody                                                                                                                  | 3 years          |
| ALL REMAINING COMPONENTS | Solenoid, limit switches, voltage regulator, F&R switch, and options and accessories supplied by Club Car, including components not specified otherwise | 2 years          |

### EXCLUSIONS

Excluded from any Club Car warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories,



installation of parts or accessories that are not original equipment including Club Car approved or non-approved GPS systems, non-approved alteration, and acts of God. Also excluded from any Club Car warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as engine mounts, bed floor lining, mats, pads, spark plugs, light bulbs, brake pads, belts, brushes, solenoids, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

The provisions of this limited warranty shall not apply to failure due to the following conditions:

- Batteries
  - Improper charging of a vehicle due to the use of a battery charger model not approved by Club Car for use with the vehicle.
  - Use of any accessories that do not draw power off the complete system voltage.
  - Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
  - A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
  - A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle operator's manual (the number of operational chargers must equal the number of operational vehicles), or use of an unapproved algorithm.
- Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the operator's manual.
- Damages caused by improper installation of the component.
- Failed semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of Club Car.
- Damaged charger AC and DC cord set with plug, which is a wear item and subject to user abuse.
- Use of gasoline containing more than 10 percent ethanol.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, Club Car does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the operator's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

## VOIDING OF WARRANTY

This and any other warranty shall be void if the vehicle or component is damaged, involved in an accident, abused or used in an unintended manner or shows indications that it has been altered in any way, including, but not limited to, modification of the speed governor, braking system, steering, transaxle, or other operating systems of the car to cause it to perform outside club car specifications. The warranty is likewise void if the vehicle shows indications that reasonable or necessary maintenance as outlined in the operator's manual and maintenance and service manual was not performed at the time and in the manner specified in such manuals.





**SOLE REMEDY**

Club Car's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at Club Car's option, of the vehicle or component thereof that Club Car deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. Club Car reserves the right to test and recharge any component returned for adjustment. If Club Car elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of Club Car.

**DISCLAIMER**

This limited warranty is exclusive. Club Car makes no other warranty of any kind, expressed or implied. Any implied warranties of merchantability or fitness for a particular purpose are hereby disclaimed by Club Car and excluded from this warranty. The Purchaser and Club Car expressly agree that the sole remedy of the replacement or repair of the defective vehicle or component thereof is the sole remedy of the Purchaser. Club Car makes no other representation or warranty of any kind, and no representative, employee, distributor or dealer of Club Car has the authority to make or imply any representation, promise or agreement, which in any way varies the terms of this warranty.

In the event that another pre-printed warranty document, certificate or both offered by or through Club Car at the time of sale of this vehicle (each an "Additional Warranty Document") is deemed to conflict with the limitations or exclusions contained herein, the limitations and exclusions contained herein shall continue to apply to both this limited warranty statement and, to the maximum extent permitted by law, to each Additional Warranty Document.

**NO CONSEQUENTIAL DAMAGES**

In no event shall Club Car be liable for any incidental or consequential damages including, but not limited to, loss related to property other than the vehicle, loss of use, loss of time, inconvenience, or any other economic loss.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

**HOW TO MAKE A WARRANTY CLAIM**

To make a warranty claim under this limited warranty, you must present the vehicle or defective component with evidence of proof of purchase date and number of amp hours (if applicable) to an authorized Club Car dealer.

For warranty-related communication, contact:

E-mail

cci\_warrantyadministration@clubcar.com

Postal Service

Club Car, LLC  
Attention: Warranty Services  
4125 Washington Rd.  
Evans, Georgia 30809  
United States Of America





# City of Chelan

2026-009

CITY COUNCIL

January 13, 2026

**Subject/Title:** Washington State Department of Commerce Funding Agreement for a Grant Acceptance for the East Chelan Reservoir Engineering and Construction Management Services (Public Works Director Youngren)

**Suggested Motion:** I move to authorize the Mayor to finalize and execute the Washington State Department of Commerce Funding Agreement for a Grant Acceptance for the East Chelan Reservoir Engineering and Construction Management Services.

**Department:** Public Works

**Staff Contact:** Jake Youngren

**Guiding Principles:** Accessible & Welcoming

**Initiatives:** Modernize Resource

**Reviewed By:** City Administrator, Finance Director

## GOVERNING LEGISLATION

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

## PREVIOUS ACTION TAKEN

None.

## OVERVIEW

The City has prioritized water system improvements to support current demands and future growth, increase reliability and resiliency, and improve operating pressures. State appropriation money has been secured to fund design efforts for the East Chelan Reservoir project. The grant awarded to the City is managed through the Washington State Department of Commerce. The funding agreement with the Department of Commerce is attached and consists of a fact sheet, special and general terms and conditions. The

agreement is consistent with previously executed agreements between the City and the Department of Commerce (i.e. Airport Waterline Funding Agreement).

See the attached agreement for additional details.

#### FINANCIAL IMPLICATIONS

The agreement totals \$2,950,000 of revenue for the City's water capital budget.

#### ATTACHMENTS

1. Washington State Department of Commerce Funding Agreement for a Grant Acceptance for the East Chelan Reservoir Engineering and Construction Management

#### SUGGESTED MOTION

Suggested Motion: I move to authorize the Mayor to finalize and execute the Washington State Department of Commerce Funding Agreement for a Grant Acceptance for the East Chelan Reservoir Engineering and Construction Management Services.



**Grant to**

City of Chelan

through

The Local Community Projects Program

**For**

Water Resilience and Efficiency Project - City of Chelan

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# FACE SHEET

**Grant Agreement Number:** 26-96647-322

**Project Name:** Water Resilience and Efficiency Project - City of Chelan

## Washington State Department of Commerce Local Government Division Local Community Projects

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>1. GRANTEE</b><br>City of Chelan<br>PO Box 1669<br>Chelan, Washington 98816-1669                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | <b>2. GRANTEE Doing Business As (optional)</b><br>N/A                                                                                                                                                                                            |  |
| <b>3. GRANTEE Representative</b><br>Rox Hoskins<br>Capital Project Manager<br>(509) 682-8085<br>rhoskins@cityofchelan.us                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <b>4. COMMERCE Representative</b><br>Stephanie Hohnhorst<br>Program Manager<br>(564) 233-1609<br>stephanie.hohnhorst@commerce.wa.gov                                                                                                             |  |
| <b>5. Grant Amount</b><br>\$2,950,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <b>6. Funding Source</b><br>Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/><br>Other: <input type="checkbox"/> N/A: <input type="checkbox"/>                                                                        |  |
| <b>7. Start Date</b><br>Upon Final Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <b>8. End Date</b><br>June 30, 2027, if funds are not reappropriated; June 30, 2029, contingent on reappropriation.                                                                                                                              |  |
| <b>9. Award Method</b><br>Direct: <input checked="" type="checkbox"/> Competitive: <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | <b>NOFO/RFX #</b><br>N/A                                                                                                                                                                                                                         |  |
| <b>10. Tax ID #</b><br>91-6001411                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | <b>11. SWV #</b><br>SWV0019428-00                                                                                                                                                                                                                |  |
| <b>12. UBI #</b><br>042-000-300                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | <b>13. UEI #</b><br>N/A                                                                                                                                                                                                                          |  |
| <b>14. Grant Agreement Purpose</b><br>The purpose of this performance-based Grant Agreement is to provide funding for Water Resilience and Efficiency Project - City of Chelan, a legislatively approved project that furthers the goals and objectives of engineering and design of the overall project and acquisition of rights-of-way as described in Attachment A – Scope of Work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                  |  |
| COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work, Attachment B – Project Budget, Attachment C – Certification of Availability of Funds to Complete the Project, Attachment D – Certification of the Payment and Reporting of Prevailing Wages, Attachment E – Certification of LEED, application as submitted for grant funding, applicable Local Community Projects Program Notice of Funding Availability, and applicable Local Community Projects Program Guidelines (as they may be revised from time to time). |  |                                                                                                                                                                                                                                                  |  |
| <b>FOR GRANTEE</b><br><br>_____<br>Erin McCardle,<br>Mayor<br><br>_____<br>Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | <b>FOR COMMERCE</b><br><br>_____<br>Mark K. Barkley, Assistant Director<br>Local Government Division<br><br>_____<br>Date<br><br><b>TEMPLATE APPROVED AS TO FORM ONLY</b><br><br><u>Lisa Koperski, Assistant Attorney General, on 07/23/2025</u> |  |



## **SPECIAL TERMS AND CONDITIONS**

### **GENERAL GRANT STATE FUNDS**

THIS GRANT AGREEMENT, entered into by and between City of Chelan, a Local Government, and WASHINGTON STATE DEPARTMENT OF COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2025, Chapter 414, Section 1027 made an appropriation to support the 2026 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, certain direct appropriations are provided for in the enabling legislation; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction and equipment, or rehabilitation activities of the Project.

GRANTEE and COMMERCE are individually a "party" and, collectively, the "parties."

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

#### **1. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

#### **2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$2,950,000.00 for the capital costs necessary for or incidental to the performance of work as set forth in Attachment A (Scope of Work).

#### **3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

- A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE demonstrating and certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:
- i. Eligible Project expenditures prior to the execution of this Grant Agreement.
  - ii. Cash dedicated to the Project.
  - iii. Funds available through a letter of credit or other binding loan commitment(s).
  - iv. Pledges from foundations or corporations.

- v. Pledges from individual donors.
- vi. The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii. In-kind contributions, subject to COMMERCE's approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources and shall make such records available for COMMERCE's review upon reasonable request.

#### 4. **STATE PUBLIC WORKS**

For work done at the cost of the State, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the state and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the [Washington State Department of Labor & Industries Public Works Projects website](#) for more information.

#### 5. **SITE CONTROL**

GRANTEE who receives grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of 10 years after the later of: (1) final grant payment; or (2) the date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEE must provide written evidence of continuing site control as may be requested by COMMERCE.

#### 6. **DOCUMENTATION AND SECURITY**

The provisions of this Section shall apply to capital projects performed by nonprofit organizations, for-profit organizations, and public benefit corporations that involve the expenditure of over \$250,000 in state funds. The provisions may also apply to Tribes and local governments, depending on the location of the Project. Additionally, COMMERCE reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this Section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this Section.

A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.

B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of 10 years following the later of: (1) final payment of state funds to the GRANTEE under this Grant Agreement; or (2) the date when:

- i. the facility improved or acquired with grant funds; or
- ii. a distinct phase of the Project

is made useable to the public for the purpose intended by the Washington State Legislature (the Commitment Period). Upon satisfaction of the Commitment Period and all other Grant Agreement

terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant. If the Project will be partially funded by a loan and the term of said loan is less than the Commitment Period as defined in Special Terms and Conditions Section 6(B), COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this Grant Agreement for at least the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.
- F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

**7. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or a current property tax statement.
- B. GRANTEE purchases of real property from a related or subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

**8. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement and as authorized by the Legislature, for work associated with the Project expenditures. Reimbursable costs are determined by the Scope of Work, Attachment A. Generally, costs within the following cost categories are considered capital expenditures:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - i. Site preparation and improvements;
  - ii. Permits and fees;
  - iii. Labor and materials;
  - iv. Taxes on Project goods and services;
  - v. Capitalized equipment;
  - vi. Information technology infrastructure; and

vii. Landscaping.

**E. Other costs authorized through the legislation.**

For Direct Appropriations, COMMERCE may also consider reimbursing for work performed prior to Grant Agreement execution but will not consider reimbursing for work performed prior to the capital budget effective date unless the Project's scope of work as approved by the legislature includes such work.

For competitively-awarded projects, COMMERCE may also consider reimbursing for work performed prior to Grant Agreement execution, but in no situation will reimburse for work performed prior to the date specified in the program guidelines applicable at the time of Grant Agreement execution.

All work requesting reimbursement must fall into eligible expenditures. Please see the most recent version of the program guidelines for a complete list of eligible costs.

**9. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for up to 100% of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of COMMERCE's disbursement of payment, and before any subsequent reimbursement request is made. Proof of payment must be provided at the time the final grant reimbursement is requested.

A voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or as soon as possible after the end of the State biennium but in no case later than [15] calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 14 (Reappropriation).

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another contract or grant agreement, GRANTEE must clearly identify such contracts or grant agreements in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received.

In the event that the Grant Agreement is executed or the award amount in Special Terms and Conditions Section 2 (Compensation) is expended before construction completion of the Project, as identified in Attachment A (Scope of Work), the GRANTEE agrees to continue providing complete Project updates to their COMMERCE Representative quarterly or upon request.

COMMERCE will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for COMMERCE not more

often than monthly. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by COMMERCE within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when comparable evidence of Project completion is submitted by GRANTEE. COMMERCE will hold back grant funds and shall not disburse such funds to the GRANTEE until the GRANTEE submits to COMMERCE a copy of the issued Certificate of Occupancy or other COMMERCE-approved evidence of completion. The evidence of completion must be submitted with GRANTEE's final request for reimbursement.

#### **10. CLOSEOUT CERTIFICATION**

COMMERCE shall complete and send a Grant Closeout Correspondence when:

- A.** All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or
- B.** When final payment is made and GRANTEE has certified that the Project will be completed, and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

The GRANTEE shall respond to confirm receipt of the Grant Closeout Correspondence when there are grant funds remaining at closeout that will be de-obligated.

Notwithstanding anything in A. or B. above, the right of COMMERCE to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or termination of this Grant Agreement.

COMMERCE reserves the right to request additional information related to the Project.

#### **11. INSURANCE**

##### **A. Insurance Requirements for Reimbursable Activities**

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 11(B) below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages, or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

##### **B. Additional Insurance Requirements During the Term of the Grant Agreement**

- i.** The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:
  - a. Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B).

- b. Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

1. Loss or damage by fire and such other risks;
2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

- c. Professional Liability, Errors, and Omissions Insurance.** If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

- d. Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:
1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.
  2. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.
  3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.
  4. Fidelity Insurance for Organizations with No Employees.  
Notwithstanding Special Term and Condition 11(B)(4), the requirement for fidelity insurance described in that term is hereby waived as long as the GRANTEE does not have any employees (including, but not limited to, volunteers, work-study placements, and interns).

- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name “the State of Washington Department of Commerce, its agents, officers, and employees” as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days’ advance notice of any insurance cancellation or modification.
- iii. The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days’ advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall provide copies of insurance instruments or certifications, at COMMERCE’s request and until six (6) months after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE’s request unless otherwise agreed to by the parties.

**iv. GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor’s annual instructions for financial reporting. GRANTEE’s participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE’s self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

**12. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Special Terms and Conditions
- 3) General Terms and Conditions
- 4) Attachment A – Scope of Work
- 5) Attachment B – Project Budget
- 6) Attachment C – Certification of the Availability of Funds to Complete the Project
- 7) Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- 8) Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

- 9) Application as submitted by the GRANTEE for funding
- 10) Notice of Funding Availability

Program Guidelines, as revised. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will post notice on its website <https://www.commerce.wa.gov/building-infrastructure/capital-facilities/> drawing attention to the sections of the Guidelines that have been revised.

### **13. REDUCTION IN FUNDS**

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised funding limitations. The parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

### **14. REAPPROPRIATION**

- A. The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

### **15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; **provided, however, that** COMMERCE may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

### **16. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved using state funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section; **provided, however, that** any such sale shall be subject to prior review and approval by COMMERCE and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund or state building construction account, as determined solely by COMMERCE, pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation



bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 34 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

#### **17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A.** The GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B.** In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund or state building construction account, as determined solely by COMMERCE, pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 34 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

#### **18. MODIFICATION TO THE PROJECT BUDGET**

- A.** Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, its discretion, make modifications to Grant Amounts associated with line item(s) in Attachment B (Project Budget) that will not increase the Grant Amounts associated with line item(s) by more than 20%.
- B.** The GRANTEE shall notify COMMERCE in writing by email when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the Grant Amounts associated with line item(s) by more than 20%. Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 20% threshold increase described above.
- C.** Any such budget modification or modifications as described above shall require the written approval of COMMERCE by email, and such written approval shall amend the Project Budget. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.
- D.** Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 2 (Compensation) of this Grant Agreement.

#### **19. SIGNAGE, MARKERS AND PUBLICATIONS**

- A. Taxpayers of Washington State as participant in funding Project**  
If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.
- B. Ensure coordinated Climate Commitment Act branding.**  
If Climate Commitment Act funding is involved in this Grant Agreement, then the following provisions apply to GRANTEE and its subgrantees/subcontractors including, without limitation, any and all contractors, subgrantees/subcontractors, service providers, and others who assist GRANTEE in implementing the Project in order to strengthen public awareness of how CCA funding is used and to ensure consistent branding and funding acknowledgments:

- i. Funding source acknowledgement. - The GRANTEE must display or circulate in any and all communications including, without limitation, on websites and in announcements, press releases, and publications used for media-related activities, publicity, and public outreach that: "This project is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov)."
- ii. Include the "Climate Commitment Act" logo at [climate.wa.gov/brandtoolkit](http://climate.wa.gov/brandtoolkit), consistent with the branding guidelines posted at [climate.wa.gov/brandtoolkit](http://climate.wa.gov/brandtoolkit) for:
  - a. any Project website or webpage that includes logos from other funding partners; and/or
  - b. any Project media or public information materials that include logos from other funding partners; and/or
  - c. On-site signage, to the extent possible. By way of example only, this means that for consumer-related projects or programs, a decal may be placed on front of installed heat pump or a logo printed on a delivery tag.
- iii. The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with Section 19(B).

## **20. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

**21. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement, accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

**22. FRAUD AND OTHER LOSS REPORTING**

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

**23. PUBLIC RECORDS ACT**

Notwithstanding General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

**24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK**

General Terms and Conditions Section 16 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

**25. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 47 (Treatment of Assets) is superseded by this provision.

## **GENERAL TERMS AND CONDITIONS**

### **GENERAL GRANT STATE FUNDS**

#### **1. DEFINITIONS**

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Claim" shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys' fees and costs.
- C. "COMMERCE" shall mean the Washington State Department of Commerce.
- D. "Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
- E. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the State of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to subgrantees/subcontractors of any tier.

#### **2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

#### **3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by COMMERCE.

#### **4. ALL WRITINGS CONTAINED HEREIN**

This Grant Agreement contains all the terms and conditions agreed upon by the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

#### **5. ALLOWABLE COSTS**

Costs allowable under this Grant Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Agreement Award or Amendment Face Sheet.

**6. AMENDMENTS**

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

**7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35**

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**8. ASSIGNMENT**

Neither this Grant Agreement nor any Claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**9. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorneys' fees and costs.

**10. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEES are required to procure audit services, at the request of COMMERCE, and provide documentation of the audit to COMMERCE based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE at any time during the Commitment Period as defined in Special Terms and Conditions Section 6(B).

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [comacctoffice@commerce.wa.gov](mailto:comacctoffice@commerce.wa.gov) or a hard copy to:

Washington State Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia, WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- i. Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE; and
- ii. Copy of the Management Letter.

If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

**11. BREACHES OF OTHER STATE CONTRACTS**

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and the State of Washington. A breach of any other contract or grant agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant Agreement.

**12. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

**13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this Section includes:

- i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE; and
- ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of

COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within 5 working days of GRANTEE's discovery of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### **14. CONFORMANCE**

If any provision of this Grant Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

#### **15. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

#### **16. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event that the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns

all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

#### **17. DISALLOWED COSTS**

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

#### **18. DISPUTES**

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- i. be in writing;
- ii. state the disputed issues;
- iii. state the relative positions of the parties;
- iv. state the GRANTEE's name, address, and Grant Agreement number; and
- v. be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.



The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

#### **19. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

#### **20. GOVERNING LAW AND VENUE**

This Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### **21. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the State of Washington, COMMERCE, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE'S agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

The GRANTEE'S obligations shall not include such Claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and/or employees. If the Claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents, and/or employees and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

The GRANTEE waives its immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officers, agents, and/or employees.

#### **22. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement are not employees or agents of the State of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the Project will be solely with the GRANTEE.

#### **23. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of RCW 51 (Industrial Insurance). If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

#### **24. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state and federal governments, as now or hereafter amended.

#### **25. LICENSING, ACCREDITATION, AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Grant Agreement.

#### **26. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to enter, alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

#### **27. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, GRANTEE shall participate in local public transportation forums and implement strategies designed to ensure access to services.

#### **28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

- A.** During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant Agreement.
- B.** Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Grant Agreement pursuant to RCW 49.60.530(3).
- C.** Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Grant Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may

terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

## **29. PAY EQUITY**

The GRANTEE agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or
  - ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and/or
  - iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

## **30. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **31. PREVAILING WAGE LAW**

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE’s review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

### **32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant Agreement **provided, however, that** reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

### **33. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE's name is mentioned, or language used from which the connection with the State of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

### **34. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

COMMERCE's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this Grant Agreement.

Repayment by the GRANTEE of funds under this Section shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

### **35. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data, and other evidence relating to this Grant Agreement and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

### **36. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State and current with all required filings.

### **37. RIGHT OF INSPECTION**

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

### **38. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

### **39. SEVERABILITY**

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

### **40. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, and/or subgrantees/subcontractors shall conform in all respects with physical, fire, and other security policies or regulations.

### **41. SUBGRANTING/SUBCONTRACTING**

- A. GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.
- B. GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.
- C. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.
- D. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.
- E. Data Collection - GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant

Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subgrantees/ subcontractors.

- F. The GRANTEE shall maintain written procedures related to subgrantees/subcontractors as well as copies of all subgrants and subcontracts and associated records. For cause, COMMERCE in writing may: (a) require the GRANTEE to amend its procedures for subgrantees/subcontractors as they relate to this Grant Agreement; (b) prohibit the GRANTEE from hiring subgrantees/subcontractors with a particular person or entity; or (c) require the GRANTEE to rescind or amend a subgrant or subcontract.
- G. The GRANTEE is responsible to COMMERCE if the subgrantee/subcontractor fails to comply with any applicable term or condition of this Grant Agreement. The GRANTEE shall appropriately monitor the activities of the subgrantee/subcontractor to assure fiscal conditions of this Grant Agreement. In no event shall the existence of a subgrant or subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties.
- H. Every subgrantee/subcontractor shall include a term that COMMERCE and the State are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant or subcontract.

#### **42. SURVIVAL**

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

#### **43. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, and/or any other taxes, insurance, or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

#### **44. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (Termination for Convenience) if it is

determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

#### **45. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant Agreement, COMMERCE may, by 10 business days written notice, beginning on the second day after written notice is sent, terminate or suspend this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated or suspended, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination or suspension.

#### **46. TERMINATION OR SUSPENSION FOR LOSS OR REDUCTION OF FUNDING**

The Washington State Constitution Article 8 Section 4 and RCW 43.88.130 and RCW 43.88.290 prohibit the expenditure or commitment of state funds in the absence of appropriation. In the event that funding or appropriation is not available at the time the request for reimbursement and supporting documentation are submitted, the issuance of payments will be delayed or suspended until such time as funds or appropriation become available. If funding does not become available within a reasonable time, COMMERCE may terminate the Grant Agreement, by notice to the GRANTEE Representative. Termination shall be effective as of the date of suspension.

If the Grant Agreement amount is not fully drawn down and should the Washington State Legislature fail to enact a budget appropriating funds to fulfill the contractual obligation outlined in this Grant Agreement by midnight of June 30 of each odd-number year, the GRANTEE shall immediately suspend all reimbursable work under this Grant Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled. COMMERCE shall notify the GRANTEE immediately upon the lifting of the suspension.

Further, should there be any loss or suspension of federal funding that supports this Grant Agreement, the Grant Agreement may be immediately suspended by COMMERCE upon notice to the GRANTEE. Should federal funding that supports this Grant Agreement be terminated, this Grant Agreement and all obligations, including payment for work done under this Grant Agreement, will be terminated as of the date of the termination of the federal funding.

Payment for any work done on the Grant Agreement prior to the loss of funding shall be done in accordance with the requirements of the funding source.

#### **47. TERMINATION PROCEDURES**

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the

Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

- 1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- 2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
- 3) Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;
- 4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- 5) Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
- 6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
- 7) Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

#### **48. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement



All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

**49. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

DRAFT

## ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant shall be used by City of Chelan for engineering and design of the overall project and acquisition of rights-of-way for the Water Resilience and Efficiency Project - City of Chelan located at 135 E Johnson Avenue, Chelan, Washington, 98816 (Project).

This Project will include, but not be limited to, delivery of full engineering and design for the reservoir, booster pump station, PRVs, and transmission system, including environmental review, siting analysis, and permit-ready plans. It will also complete the acquisition of the necessary easements to support construction.

This Project will serve as a benefit to the public by serving as a new potable water storage facility to support the City's growing residential and commercial demands. The reservoir will provide additional storage capacity for daily operations, emergency fire flow, and system reliability. Once constructed, it will improve pressure stability within the distribution system, support future development in East Chelan, and enhance overall system resilience by adding redundant storage and modern, maintainable infrastructure.

This Project is anticipated to be completed by June 2027.

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by COMMERCE to be within the scope of the legislative appropriation.

### CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## ATTACHMENT B - PROJECT BUDGET

| <u>Line Item</u>            | <u>Funding Amount</u> |
|-----------------------------|-----------------------|
| Acquisition                 | \$500,000.00          |
| Architecture & Engineering  | \$2,450,000.00        |
| Construction                | \$0.00                |
| Capitalized Equipment       | \$0.00                |
| <b>Total Project Budget</b> | <b>\$2,950,000.00</b> |

### CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT**

| <b>Non-State Funds</b>                 | <b>Amount</b>         |                     |
|----------------------------------------|-----------------------|---------------------|
| None                                   | \$0.00                |                     |
| <b>Total Non-State Funds</b>           | <b>\$0.00</b>         |                     |
| <b>State Funds</b>                     | <b>Amount</b>         |                     |
| State Capital Budget                   | \$2,950,000.00        |                     |
| <b>Total Non-State and State Funds</b> | <b>\$2,950,000.00</b> |                     |
| <b>Holdback:</b>                       | <b>5%</b>             | <b>\$147,500.00</b> |
| <b>Project Reimbursement Rate</b>      | <b>100%</b>           |                     |

**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that Project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for COMMERCE's review upon reasonable request.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

### CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT E - CERTIFICATION OF LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN  
(LEED)**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**NOT APPLICABLE**



# City of Chelan

2026-006

CITY COUNCIL

January 13, 2026

Subject/Title: Seasonal Onsite RV License Agreement at the Lake Chelan Airport  
(City Administrator McAloon)

Suggested Motion: I authorize the Mayor to finalize and execute the Seasonal Onsite RV License Agreement at the Lake Chelan Airport in the form approved by the City Attorney.

Department: Administration

Staff Contact: Laura McAloon

Guiding Principles: Thriving & Connected

Initiatives: Manage Growth  
Modernize Resource

Reviewed By: City Administrator, Finance Director, and City Attorney

## GOVERNING LEGISLATION

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

## PREVIOUS ACTION TAKEN

None.

## OVERVIEW

This Seasonal Onsite RV License Agreement authorizes the Airport Operations Manager to temporarily reside onsite at the Lake Chelan Airport in his personal RV during the winter season, from January 1, 2026 through April 30, 2026.

The purpose of the arrangement is to support winter airport operations by providing enhanced onsite monitoring and response in addition to the employee's regular duties.

The value of the monthly license is \$500.00 which was determined by researching local RV

lot lease prices and applying a reduction based on the limited license value of the agreement. The employee will track the additional hours worked during the winter months and that work will be applied to offset the monthly license fee based on the employee's regular hourly rate. The agreement is explicitly temporary and does not create a lease, tenancy, or residency rights; it functions solely as a limited license and is also contingent upon continued employment in good standing. The City retains full control over the designated RV location on airport property and utility connections. All utilities were existing and available due to the removal of the former residence.

The occupant is responsible for all utilities, wastewater disposal, and maintenance of the RV, and no permanent or semi-permanent connections or improvements to airport infrastructure are permitted without prior City approval. The agreement requires the occupant to maintain personal liability insurance naming the City and Port Authority as additional insureds and includes indemnification provisions to limit City liability. The City may terminate the agreement with 14 days' notice, or immediately for safety concerns, misconduct, loss of employment, or violation of agreement terms, ensuring the City retains flexibility and operational control.

The License attached in the agenda packet is largely final, but may be revised to final form by the City Attorney, therefore staff recommend approval of execution in the form approved by the City Attorney.

#### FINANCIAL IMPLICATIONS

Total anticipated License Fee Collection is \$2,000, however, this is intended to be equally offset with an expense attributable to the amount of additional work performed for the Airport by the Airport Manager.

#### ATTACHMENTS

1. Seasonal Onsite RV License Agreement

#### SUGGESTED MOTION

Suggested Motion: I authorize the Mayor to finalize and execute the Seasonal Onsite RV License Agreement at the Lake Chelan Airport in the form approved by the City Attorney.



## SEASONAL ONSITE RV LICENSE AGREEMENT Lake Chelan Airport

This Seasonal Onsite RV License Agreement (“Agreement”) is entered into by and among City of Chelan, a Washington municipal corporation (“City”), and Paul Lerma, Airport Operations Manager for the Lake Chelan Airport (“Occupant”).

### RECITALS

Whereas, the City operates Lake Chelan Airport (“Airport”); and

Whereas, Occupant is employed by City as Airport Operations Manager; and

Whereas, the City and Port desire to grant Occupant a temporary, revocable license to park and occupy Occupant’s personally owned RV at a designated location on Airport property during the winter season; and

Whereas, the parties intend this Agreement to be a license only, not a lease, and to remain subordinate to Airport operational, safety, and compliance requirements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

### I. EFFECTIVE DATE AND TERM

A. **Effective Date.** This Agreement is not effective unless and until approved by the City Council. Any overnight occupancy or utility connection before the effective date is unauthorized and shall cease immediately upon written notice from the City.

B. **Term.** The term begins ~~December 9~~January 1, 2025~~6~~, and ends April 30, 2026 (“Term”), unless terminated earlier pursuant to Section X. Occupant shall remove the RV and restore the site by the end of the Term unless a written extension is approved by the City Council prior to the expiration date.

C. **Employment Contingency.** This Agreement is contingent upon Occupant's continued employment in good standing with the City. Termination of employment automatically terminates this Agreement.

### II. LICENSED AREA AND NATURE OF INTEREST

A. **Licensed Area.** The licensed location shown on Exhibit A (“Licensed Area”) is non-exclusive and may be relocated by the City as operational needs require, upon reasonable notice.

B. **License Only.** This Agreement grants a revocable license and creates no lease, tenancy, possessory interest, or residency rights. Occupant expressly waives any claim to such rights.

### III. PERMITTED USE

A. **Authorized Use.** Parking and temporary occupancy of one self-contained RV and one personal vehicle for use by Occupant and immediate family members only.

B. **Prohibited Activities.** The following are expressly prohibited:

1. Subletting, assignment, rental, or any fee-for-use arrangement;
2. Occupancy by persons other than Occupant and immediate family without the City's prior written consent;
3. Commercial operations or business enterprises;
4. Any use that interferes with airport operations, safety, security, or maintenance;
5. Unauthorized improvements including grading, pads, skirting, decks, sheds, fencing, or permanent tie-ins;
6. Conduct creating a nuisance, including excessive noise or light pollution; and
7. Illegal drugs or impairment affecting safety or employment obligations.

### IV. LICENSE FEE

A. **Monthly Fee.** Occupant shall pay \$500.00 per month, due on the first day of each month during the Term, by invoice as designated by the City. This fee reflects fair market value considering seasonality, restrictions, and utility responsibilities, supported by documentation in Exhibit B. Occupant may satisfy the monthly License Fee through completion of Exhibit C Winter Protocol services valued at \$500.00/month, subject to documentation and City approval.

B. **Delinquency and Independence.** Any fee unpaid for more than 10 days constitutes material breach. The license fee is independent of Occupant's employment compensation and job duties.

### V. UTILITIES AND WASTEWATER

A. **Utilities.** Occupant is responsible for all utilities (electricity, water, refuse, communications) unless the City expressly agrees otherwise in writing. All connections must use City-approved connection points and comply with applicable codes.

B. **Wastewater.** The RV must remain self-contained for wastewater unless the City provides prior written authorization. No sewer connection is permitted unless Occupant first obtains:

1. written City authorization;
2. all required permits and inspections;
3. payment of all required fees.

C. **Material Breach.** Any unauthorized utility or wastewater connection constitutes material breach and grounds for immediate termination.

## VI. MAINTENANCE AND COMPLIANCE

A. **RV Condition.** The RV must be roadworthy, properly insured, and maintained in safe operating condition.

B. **Safety Requirements.** Occupant shall maintain a working fire extinguisher, functioning smoke and carbon monoxide detectors, and compliance with all fire codes and propane safety requirements.

C. **General Compliance.** Occupant shall comply with all Airport rules, City policies, and applicable federal, state, and local laws.

D. **City Access.** The City may enter the Licensed Area at reasonable times for operational, safety, and compliance purposes, and without notice in emergencies.

## VII. INSURANCE

A. **Required Coverage.** Occupant shall maintain (1) RV liability insurance with minimum limits of \$250,000 per occurrence, and (2) vehicle liability insurance as required by law.

B. **Additional Insureds.** The City and Port of Chelan County shall be named as additional insureds on the RV liability policy.

C. **Proof of Insurance.** Occupant shall provide certificates of insurance before the Effective Date, upon renewal, and upon request.

## VIII. INDEMNIFICATION

A. **Defense and Indemnity.** To the fullest extent permitted by law, Occupant shall defend, indemnify, and hold harmless the City, the Port of Chelan County, and their respective elected officials, officers, employees, agents, volunteers, and representatives (collectively, "Indemnitees") from and against any and all claims, demands, suits, actions, proceedings, losses, damages,

injuries, liabilities, fines, penalties, costs, and expenses (including but not limited to reasonable attorneys' fees, expert witness fees, litigation costs, and costs of investigation, defense, and settlement) of any nature whatsoever, arising out of, resulting from, or in any way connected with:

1. Occupant's use, occupancy, or presence in the Licensed Area;
2. The RV, any vehicle, or any personal property located in or brought onto the Licensed Area;
3. Any acts, errors, omissions, negligence, or willful misconduct of Occupant or any permitted occupant, guest, invitee, or other person present by permission of Occupant;
4. Any injury to or death of any person (including Occupant, family members, and third parties);
5. Any damage to or loss of any property (including the RV and City property);
6. Any environmental contamination, hazardous materials, or pollution arising from Occupant's use;
7. Any violation of laws, regulations, permits, or the terms of this Agreement by Occupant;
8. Any fire, explosion, or other casualty originating from or related to the RV or Licensed Area during Occupant's use; or
9. Any utility connections, wastewater disposal, or infrastructure use by Occupant.

B. **Limitations.** This indemnification does not apply to the extent any claim is caused by the sole negligence or willful misconduct of the Indemnitees. However, in the case of concurrent negligence of Occupant and Indemnitees, the indemnity obligation shall be valid and enforceable to the extent of Occupant's negligence.

C. **Survival.** The obligations under this Section shall survive the expiration or termination of this Agreement with respect to any claims or liabilities arising during the Term.

## IX. COMPLIANCE WITH AIRPORT OBLIGATIONS

This Agreement shall be administered in compliance with all applicable laws and airport grant assurances, including requirements for fair-market compensation for non-aeronautical use of airport property.

## X. TERMINATION

A. **Termination for Convenience.** The City may terminate this Agreement without cause upon 14 days' written notice.

B. **Immediate Termination.** The City may terminate immediately upon written notice for: (1) safety or security concerns; (2) material breach; (3) misconduct; or (4) loss of employment.

C. **Removal and Restoration.** Upon termination or expiration, Occupant shall remove the RV and all personal property within 48 hours (or shorter period if safety requires) and restore the Licensed Area to its prior condition, ordinary wear excepted. Property remaining after the deadline may be treated as abandoned and removed at Occupant's expense.

## XI. GENERAL PROVISIONS

A. **Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire agreement and supersedes all prior negotiations or agreements. Amendments must be in writing and signed by both parties.

B. **No Assignment or Waiver.** Occupant may not assign this Agreement. No waiver is effective unless in writing.

C. **Severability.** If any provision is held invalid, the remaining provisions shall remain in full force.

D. **Governing Law.** This Agreement is governed by the laws of the State of Washington. Venue shall be in Chelan County.

E. **Notices.** All notices shall be in writing and delivered to:

CITY  
City of Chelan  
Attn: City Administrator  
135 East Johnson Avenue  
Chelan, WA 98816

OCCUPANT  
Paul Lerma

**CITY OF CHELAN**

**OCCUPANT**

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

By: \_\_\_\_\_  
Paul Lerma, Airport Operations Manager

Date: \_\_\_\_\_, 2026

Date: \_\_\_\_\_, 2026

## EXHIBIT A

## **Licensed Area**

**EXHIBIT B**  
**Fair Market Value**

Determination

- A. License Fee: \$500 per month;
- B. Term: ~~December 9, 2025~~January 1, 2026 through April 30, 2026.
- C. The City determined \$500/month reflects FMV for the authorized use described in the Agreement, considering the limitations and restrictions set forth below and the comparable information referenced below.

Use & Restrictions

- A. Use: A revocable, non-exclusive, seasonal license to place and occupy one personally owned RV in the Licensed Area.
- B. Restrictions affecting value include:
  - 1. No lease/tenancy/residency rights; City retains operational control.
  - 2. City may relocate the RV location and may terminate on short notice.
  - 3. No improvements or semi-permanent attachments without written approval.
  - 4. Utilities and wastewater management are Occupant's responsibility unless separately authorized in writing.
  - 5. Insurance and indemnity requirements apply.

Comparables

- A. The City reviewed comparable monthly winter RV/pad rates and/or closely analogous local leases and adjusted for the constraints above.
- B. Supporting printouts/screenshots and a brief comparison table are attached hereto and incorporated by reference.

Reviewed by: Heidi Evans, Finance Director  
Date:

## EXHIBIT C Winter Duties

These Winter Duties are in addition to the Airport Operations Manager's normal job duties. They may be used as in-kind consideration toward the monthly License Fee.

### A. Value and Cap

1. Credit value: \$500 per month.
2. Rate: \$40.33 per hour.
3. Monthly Cap: up to 12.5 hours per month (no credit above this without written approval).

### B. Applicability

1. Applies during the Agreement term when winter conditions are active (snow/ice/freezing rain/drifts) or when requested by the City Administrator/Airport Manager (or designee).
2. This is limited, task-based coverage. It does not require 24-hour monitoring.

### C. Duties

1. **Extra Field/Hangar checks.** Up to 3 extra checks per week during active winter conditions, outside normal hours. Each check is a short walk/drive-by focused on runway/taxiway surface condition, obvious hazards/obstructions, and visible lighting/outage issues.
2. **After-hours response when requested.** Acknowledge winter-related calls/texts and, if needed, respond onsite within a reasonable time.
3. **Coordination.** When needed, notify/coordinate with Public Works per City direction and log key times/actions taken.
4. **Log.** Keep a log of date/time, what was checked/done, and any follow-up needed; submit weekly (or after a major storm).

### D. Reporting

1. Track time spent on Winter Duties in 0.25-hour increments.
2. Monthly credit equals hours x \$, up to \$500/month.
3. Any remaining License Fee after credit is due in cash.

### E. Adjustments

Nothing in this Exhibit requires continuous monitoring, overnight watch, or a requirement that Occupant remain on or near Airport property. If the City needs tighter response times or continuous coverage, the City will address that separately through staffing and payroll practices.

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

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





# City of Chelan

2008-027B

CITY COUNCIL

January 13, 2026

Subject/Title: Eastern Cascade Vending dba Eastern Cascade Distributing 2026 - 2028 Beverage Agreement (Interim Parks and Recreation Director Cooper)

Department: Parks and Recreation

Staff Contact: Audrey Cooper

Guiding Principles: Thriving & Connected

Initiatives: Modernize Resource

Reviewed By: City Administrator, Finance Director, and City Attorney

## GOVERNING LEGISLATION

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

## PREVIOUS ACTION TAKEN

The City has maintained a beverage agreement with Eastern Cascade Distributing since 2008.

## OVERVIEW

The City has maintained a Beverage Agreement with Eastern Cascade Distributing since 2008. This updated agreement designates Eastern Cascade Distributing (ECD) as the exclusive beverage distributor for the drink dispensing machines in City Facilities, with the exclusion of the golf course. Under this agreement, ECD pays the City an annual fee of \$600, remits 20% of their beverage sales, and returns 5% of non-beverage purchases. Although the agreement had lapsed from 2023 to 2025, ECD continued to remit both their percentage of sales and 5% non-beverage rebate during that period. As part of the current contract negotiations, ECD has submitted a lump-sum payment covering the annual fees for 2023-2025. Previous terms of the agreement included reimbursement for an informational kiosk at the RV Park entrance. This reimbursement amount has been

updated to \$3,300 to reflect inflation of product cost from the previous agreement. The department intends to pursue purchase and installation of this kiosk as part of an RV Park signage refresh project. Beginning in 2026, ECD will install card readers with tap-to-pay capability on their vending machines to modernize payment options for customers. Overall, the department has been very satisfied with the service offered by ECD and recommends continuing the longstanding partnership. Updates to this agreement include:

1. Exclusion of golf course facilities due to the current concessionaire agreement granting beverage pourer rights to the concessionaire
2. Updated vending machine locations
3. Increased reimbursement for the RV Park informational kiosk
4. Change the annual remittance payment date from June to January
5. Beverage pricing updated to current market rates, with annual re-evaluation

#### FINANCIAL IMPLICATIONS

Revenue from this agreement is included in the 2026 Budget.

#### ATTACHMENTS

1. Eastern Cascade Distributing 2026-2028 Beverage Agreement

#### SUGGESTED MOTION

None.



## BEVERAGE AGREEMENT 2026-2028

THIS AGREEMENT is made and entered by and between Eastern Cascade Vending, Inc., doing business as Eastern Cascade Distributing (hereinafter referred to as “ECD”) and City of Chelan, a Washington municipal corporation, (hereinafter referred to as “City”).

WHEREAS, City operates certain athletic, recreational and administrative Facilities and has the authority to offer certain exclusive advertising and Beverage availability rights in such facilities, and issued its Request for Proposals for exclusive Beverage services; and

WHEREAS, ECD desires to advertise its Products and desires that it be the exclusive seller and/or distributor of Beverages at the City’s Facilities, and provided a Proposal in response to the City’s Request; and

NOW, THEREFORE, in consideration of the acts and promises contained herein, the parties hereby agree as follows:

### 1. DEFINED TERMS

- a. “Beverages” shall mean all carbonated and non-carbonated nonalcoholic beverages including but not limited to carbonated soft drinks; mixers; flavored and unflavored packaged waters; fruit juices; fruit juice-containing or flavored drinks; fruit punch; isotonic energy and fluid replacement drinks (sometimes referred to as "sport drinks"); tea drinks; and all drink or beverages bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages are made. However, “Beverages” shall not include tap water, coffee or tea beverages brewed on the premises or any unflavored dairy products.
- b. “Products” shall mean Beverages distributed by ECD.
- c. “Competitive Products” shall mean all Beverages which are not purchased directly from the ECD.
- d. “Facilities” shall include vending machines at those locations set out on “Exhibit A,” attached hereto and incorporated herein by reference.

Notwithstanding the foregoing, the City’s golf course property, including the clubhouse, pro shop, restaurant and any other buildings or improvements located thereon (collectively, the “Golf Course Facilities”), are expressly excluded from the definition of Facilities and from the scope of this Agreement. ECD is not granted any exclusive or preferred rights with respect to the Golf Course Facilities under this Agreement. The City shall have no obligation to negotiate with ECD regarding Beverage or vending services at the Golf Course Facilities and may

contract with any other beverage supplier or vending operator for the Golf Course Facilities without breaching this Agreement.

Except for the Golf Course Facilities, all existing and future buildings owned and operated by the City shall be negotiated with ECD individually, with ECD having a right of first refusal with respect to vending and Beverage services at such additional buildings.

- e. “Equipment” shall mean Beverage-dispensing equipment used to dispense products at the Facilities.

2. RESPONSIBILITIES OF ECD. In consideration of the rights granted to ECD in this Agreement, including, but not limited to, exclusive Beverage rights in the Facilities, and the right to advertise its products, ECD shall:

- a. Fund up to \$3,300 to assist in the purchase and installation of an informational kiosk at the RV Park entrance. The City will invoice ECD for the cost of the kiosk. Purchase and installation will be the responsibility of the City.
- b. Pay six hundred and No/100 Dollars (\$600.00) annually (“Annual Payment”) as follows:

| Annual Payment Due | Amount |
|--------------------|--------|
| June 30, 2026      | \$600  |
| June 30, 2027      | \$600  |
| June 30, 2028      | \$600  |

- c. The amounts set forth in (b) shall be collectively referred to herein as “Sponsorship Fees.” Such sponsorship fees shall be deemed earned evenly over the entire Term.
- d. Pay quarterly commissions at the rate of 20% of net vending sales. Commission statements containing vending sales for each vending machine will be provided along with the payment.
- e. Provide annually up to 20 cases of bottled water for City-sponsored events.
- f. Provide all banner activity at no charge to promote all City special events, up to a value of \$750
- g. Pay the City a 5% annual rebate for all wholesale (non-Beverage) purchases made by the City from ECD remitted to the City annually in January.
- h. Furnish and install high quality items of Equipment consisting of vending machines and all related equipment in the locations set out in “Exhibit A” and has been approved by the City prior to placement. The Equipment shall be modern, of

the latest mechanical /electronic technology and be in new or near new condition. All Equipment shall show the ECD's name, local service telephone number for reporting of Equipment malfunctions, the person, or office within ECD responsible for refunds, and regular days of the week for restocking of the Equipment. In addition, for identification purposes, all Equipment shall have serial or ID numbers that are visible and easily located.

- i. Upon installation, ECD shall provide the City's Park and Recreation Director with a list of Equipment by location, indicating capacity, product selection and size, serial numbers, and date of installation.
- j. Operate the Equipment in such a way as to fully comply with all federal, state, and local laws, as well as City policies. Should any federal, state or City ordinance change during the life of the Agreement, ECD shall comply with these changes.
- k. Service the Equipment on a five day-a-week basis, and respond to service calls within 24-hours after notification of need during the period of 7:00 am-5:00 pm on business days. ECD will furnish the City's Parks and Recreation Director with a service number that will allow for service outside the normal servicing times.
- l. Keep all the Equipment in a clean and sanitary condition, including without limitation interiors, exteriors, tops, and areas under the Equipment.
- m. Maintain a physical inventory of Beverages, and a program of inventory control, and keep all Equipment fully stocked so that the public has a complete selection of products at all times. ECD shall make every effort to re-stock Equipment during times that do not conflict with peak usage times of the Facilities. No inventories of Product will be maintained by ECD at any Facilities.
- n. Provide trained, qualified personnel, who are identified by a clearly marked and openly displayed company insignia and/or uniform. All personnel shall carry company issued photo identification and shall present such documents to anyone on request.
- o. Pay the City with quarterly commissions on cash collected (less taxes, deposits and applicable fees) for all full-service vending sales generated at the Facilities ("Commissions"). ECD shall remit commissions at a rate of 20% as follows:
  - i. The Commission shall be payable and due on or before the 30th day of the month following the quarter in which they are earned during the term of this Agreement. A quarterly statement of all full-service vending sales shall accompany the commission payment.
  - ii. ECD shall pay the City commissions on full-service vending sales based on the following initial vend prices:

| <u>Package</u>                  | <u>Initial Vend Price</u> |
|---------------------------------|---------------------------|
| 20 oz. bottles – carbonated     | \$2.25                    |
| 20 oz. bottles – non carbonated | \$2.00                    |

20 oz. bottles – sports drinks      \$2.50

- iii. Pricing will be reviewed annually and will be subject to approval by ECD and the City without affecting any other terms of this agreement.
  - p. Establish and maintain books, records, documents and other evidence and accounting procedures and practices sufficient to accurately reflect the full-service vending sales on which the commission to the City is based. With three (3) days prior notice and during normal business hours at ECD's offices, the City shall be allowed to review ECD's records concerning this Agreement during the term.
  - q. Comply with all federal, state, and local regulations governing the procurement, preparation, storage, transport, handling and serving all items for consumption under this Agreement. In addition, ECD shall keep all necessary licenses and permits required by law and agree to post such permits in a prominent place as may be required by law.
  - r. Pay and indemnify and hold the City harmless from any leasehold tax which may be determined to be owed by the Washington Department of Revenue with regard to the placement of Equipment at the Facilities by ECD and/or the sale of Product through such Equipment.
3. RESPONSIBILITIES OF THE CITY. In consideration of the promises of ECD in this Agreement, the City shall:
- a. Cause the products (including, but not limited to, Pepsi, Diet Pepsi, Mountain Dew, Dr. Pepper, Seven-Up, Aquafina bottled water, Gatorade, Sobe Life Water, Snapple and Dole Bottled Juice) distributed by ECD to be exclusively available at the Facilities, including all concessions and vending machine locations at the Facilities. No Competitive Products shall be made available for sale at the Facilities. For clarity, the exclusivity obligations in this Section 3(a) apply only to the Facilities as defined in Section 1(d) and do not apply to the Golf Course Facilities, whether such Golf Course Facilities are operated directly by the City or by any third-party operator during the Term. Provided, however, this obligation shall not apply to activities occurring by reason of the issuance of a Special Event Permit by the City, such as a parade, concert or athletic event; nor shall this obligation apply to private activities over which the City has no specific authority to control the issuance or consumption of Beverages.
  - b. Cause all menu boards and concessions dispensing Beverages on the premises of the Facilities to carry advertising panels provided by ECD mentioning products, which are clearly visible to the purchasing public.

- c. Use and cause all concessionaires located at the Facilities to use Pepsi trademark cups and carbon dioxide purchased only directly from ECD.
- d. Grant to ECD the exclusive vending rights to the Facilities. City agrees that ECD shall have the right to place and keep on location at least fifteen (15) vending machines, with the option to place or remove other vending machines in mutually agreed upon locations at the Facilities.
- e. Provide existing electrical outlets in the general vicinity of the machines at no charge. In addition, the City will pay for electrical consumption required to operate Equipment installed under the Agreement. If additional infrastructure is required to place Equipment, ECD shall be responsible for all cost incurred for such additional infrastructure, subject to the City's prior approval.

#### 4. EQUIPMENT

- a. Specifications. Equipment shall be quiet and non-disruptive to the activities occurring in City Facilities, and shall be aesthetically acceptable to the City. The City may reject machine signage or logo if deemed objectionable or a distraction to the activities occurring in the vicinity.
  - i. To maximize the potential of each location, equipment shall be of adequate size and capacity to maintain full and uninterrupted service at all times. Equipment shall be capable of holding and dispensing a variety of product. Equipment shall vend either recyclable plastic bottles or recyclable cans; glass containers are not acceptable.
  - ii. Equipment shall be equipped to accept legal U.S tender and shall be equipped with dollar bill validators and payment mechanisms to accept combinations of new coin dollars, dollar bills, nickels, dimes and quarters. In addition, each machine shall have bill change capabilities.
  - iii. To ensure accurate record keeping, all Equipment shall be equipped with non-resettable counters, which indicate unit sales. ECD shall submit starting machine counter numbers to the City's Parks and Recreation Director for each item of Equipment.
  - iv. Equipment provided shall operate on AC-110 volts with three wire, three prong ground type plugs. All machines shall be UL listed and designed, constructed, installed and operated in accordance with city, state and federal codes and regulations for this type of Equipment.
  - v. To reduce electrical cost, the City prefers that the Equipment have a timer control and be equipped with an "energy miser" or equivalent device aimed toward reducing energy consumption.
- b. Title. Title to the Equipment vests with ECD. The City agrees that it will execute any instrument which evidences the City's lack of a property interest in the Equipment, upon request of ECD. The Equipment may not be removed from the Facilities without ECD's written consent, and the City agrees not to encumber the

Equipment in any manner or permit the Equipment to be attached, except as authorized by ECD.

- c. Risk of Loss. ECD assumes all risk and responsibility for any loss, destruction, or damage occurring to the Equipment. In the event of any loss due to theft, fire, accident, disruption of utility services, vandalism, spoilage or other similar causes, the loss shall be borne by ECD. Equipment provided shall be equipped with anti-theft technology.

## 5. TERM AND TERMINATION

- a. The term of this Agreement shall commence as of January 1, 2026 and shall expire on December 31, 2028 ("Term").
- b. The City represents that it has full authority to enter into this Agreement with ECD. Upon expiration or revocation of such authority, ECD may terminate this Agreement, and City shall (i) return the Equipment to ECD, and (ii) pay to ECD, within ten (10) days, a *pro rata* portion of the prepaid sponsorship fees.
- c. Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts, or in any manner interferes with the sale of Beverages at any time during the term of this Agreement or if for any reason the sale of Products declines by more than ten percent (10%) of the prior two (2) years sales, then, as an option but not as its sole remedy, ECD may terminate this agreement and, upon notice of not less than three (3) business days, ECD may remove the Equipment from the Facilities, leaving the area in the Facilities around the Equipment in a clean and orderly condition and the City shall ECD pay to ECD, within ten (10) days, a *pro rata* portion of the prepaid sponsorship fees.
- d. If, in the judgment of the Parks and Recreation Director or his/her designee of the Recreation Department, the quality of service does not meet the requirements of this agreement, or if ECD is in default of any other term of this Agreement, City shall give ECD a written notice specifying the particulars of the unsatisfactory performance.
- e. If ECD fails or refuses to remedy such unsatisfactory performance or default within thirty (30) days after receipt of such notice, the City may terminate this Agreement.

## 6. WARRANTIES AND INDEMNIFICATION

- a. ECD shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act or omission of ECD, its officers, agents and employees while on City of Chelan property or resulting from or claimed by reason of the



provision, or servicing, repair and maintenance of the vending machines and Equipment provided under the terms of this Agreement.

- b. ECD warrants the Beverages, as of the date of a sale to a consumer, are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the “Act”), as amended, including the Food Additives Amendment of 1958 or within the meaning of any state food and drug law, the adulteration and misbranding provisions of which are similar to those of the Act, and not to be articles which may not under the provisions of Section 404 or 505 of the Act be introduced into interstate commerce.
- i. The warranty given in paragraph (a) above will not apply when any of ECD’s Products are shipped or delivered under a label or labeling designed or furnished by City and/or ECD’s Products are manufactured in accordance with City’s written specifications.
  - ii. THE WARRANTY SET FORTH IN PARAGRAPH (a) ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, AND CONSTITUTE THE ONLY WARRANTIES OF ECD WITH RESPECT TO THE ECD’s PRODUCTS.
  - iii. ECD agrees that in the event of complaint, claim or legal action by any person other than the City alleging damage for loss to property, death, illness or injuries, resulting from the use or consumption of any of ECD’s Products, ECD will indemnify, defend and hold the City harmless from any and all liability in connection therewith, and ECD will assume full responsibility and expense of investigation, litigation, judgement, and/or settlement of any such complaint, claim or legal action, on the conditions that ECD is notified promptly (in no event later than thirty days after the first receipt thereof by City) in writing of any such complaint, claim or legal action and is permitted to deal therewith at its own discretion and through its own representatives ECD.
  - iv. This agreement sets forth the sole and exclusive remedy for City against ECD with respect to the sale of ECD’s Products, and is the complete agreement between the parties with respect to the subject matter thereof. ECD shall not be liable to City whether in contract or in tort or on any other legal theory for any indirect, incidental, special or consequential damages, any lost revenues, profits or business opportunities, or for any other loss or cost of a similar type of City or any customer of City or of any person who may have become injured by ECD’s Products purchased from the ESD through equipment located at the City’s facilities. Provided, however, ECD has agreed to indemnify and hold the City harmless with regard to the actions of its employees, etc. and the supply, maintenance and repair of equipment, as well as to supply ESD Product, which shall not be affected by this agreement.

7. INSURANCE AND LIMITS

- a. ECD shall maintain in full force and effect during the term of this agreement comprehensive general liability insurance written on an occurrence basis with a company admitted to do business in the State of Washington providing insurance coverage for ECD and the City for any and all covered claims for damages that may result from any act or omission on the part of ECD pursuant to this agreement and any liability to the City ECD may have as a result of the hold harmless agreement set forth in section (6) herein.
- b. Said policy shall provide coverage of not less than two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate for personal injury and Two Million Dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate for property damage. Said comprehensive general liability policy shall name the City as an additional insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required herein shall be delivered to the City within fifteen (15) days of the execution of this agreement.

8. RELATIONSHIP OF THE PARTIES

Nothing in this agreement shall be considered to create the relationship of partnership, agency or employer and employee between the parties. The ECD is a concessionaire or licensee of the City, and all sales of product authorized by this Agreement not made by another concessionaire of the City are sales by the ECD, and not the City.

9. NO ASSIGNMENT

- a. Neither this Agreement nor any rights or privileges hereunder shall be assigned without the consent of the City Council of the City of Chelan and ECD. Any such assignment shall not relieve either party of any of its obligations under the terms of this Agreement.
- b. It is understood that consent to any assignment need not be given by either party. In the event consent to assignment is given, either party shall have the right to modify the terms and conditions of this Agreement.

10. ATTORNEY FEES

In the event it is necessary for City or ECD to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorneys' fees. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorneys' fees as determined by the court.

11. INTERPRETIVE PROVISIONS

- a. Notices. Any notices to be given hereunder by either party may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated as of the effective day of mailing, if prepaid. All notices shall be sent to the following address, unless actual notice in writing of a different address for notices is received by the other party:

Eastern Cascade Vending, Inc., doing business as  
Eastern Cascade Distributing (ECD)  
410 Peters Street East  
Wenatchee, WA 98801  
Attention: Weinstein Beverage General Manager

City of Chelan  
P.O. Box 1669  
Chelan, WA 98816  
Attention: Parks and Recreation Director

- b. The terms and conditions of this Agreement shall be binding on the parties hereto, their heirs, successors, administrators, and assigns and shall be construed in accordance with the laws of the State of Washington. Venue for any action arising out of this agreement shall be Chelan County, Washington.
- c. The waiver by the City of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.
- d. The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
- e. No alteration, changes or amendments of this Agreement will be binding upon either party unless the same are written and executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2026.

WEINSTEIN BEVERAGE COMPANY  
AND EASTERN CASCADE DISTRIBUTING

CITY OF CHELAN

By \_\_\_\_\_

By \_\_\_\_\_

Mayor Erin McCardle

Printed Name: \_\_\_\_\_

Date:

Title: \_\_\_\_\_

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

**EXHIBIT “A”**  
**Vending, Beverage Cooler and Fountain Machine Locations**

(1) six 20oz Bottle Vendors:

- (3) RV Park
- (1) Putting Course
- (1) Marina
- (1) Lakeside Park

(1) Combo Snack & Bottle Vendor:  
(1) City Hall

For the avoidance of doubt, no vending machines or Equipment located at or serving the Golf Course Facilities are included in this Exhibit A



# City of Chelan

2026-003

CITY COUNCIL

January 13, 2026

Subject/Title: Comprehensive Plan Docket Update (Community Development Director Ajax)  
Department: Community Development  
Staff Contact: John Ajax  
Guiding Principles: Visionary & Strategic  
Initiatives: Manage Growth  
Reviewed By:

## GOVERNING LEGISLATION

RCW 36.70A.070(6) Comprehensive plans - Mandatory elements. "The comprehensive plan of a county or city that is required or chooses to plan under RCW 36.70A.040 shall consist of a map or maps, and descriptive text covering objectives, principles, and standards used to develop the comprehensive plan...(6) A transportation element that implements, and is consistent with, the land use element."

## PREVIOUS ACTION TAKEN

None.

## OVERVIEW

At the December 17, 2025 regular meeting, the Planning Commission recommended the 2026 Comprehensive Plan Docket - Public Proposal to the City Council.

Submitted on October 31, 2025, by M2 Consulting, PLLC, on behalf of the South Chelan Property Owners Group, this petition proposes amendments to the Transportation Element of the City of Chelan's Comprehensive Plan to facilitate development on approximately 1,000 acres south of US-97A. The proposal includes the following:

- Designation of a new arterial collector roadway, the South Chelan Access Corridor, extending southward from the Peterson Place/US-97A intersection to provide multimodal access (vehicular, pedestrian, and bicycle) to parcels within existing city limits not addressed in the 2007 and 2017 plan updates.

- Realignment of the Peterson Place/US-97A and Woodin Avenue/US-97A intersections into a single-lane roundabout to enhance traffic operations and serve as a gateway feature.
- Integration into the functional classification map, six-year Transportation Improvement Program (TIP), and Capital Facilities Plan (CFP), incorporating the corridor, roundabout, and internal collector network.
- The proposed funding strategy encompasses competitive grants (e.g., TIB, STBG, HSIP, RAISE), municipal contributions (REET, TBD revenues, Street Fund), developer proportionate shares (via traffic impact fees and latecomer agreements), and supplemental sources (PWAA, CDBG). In the event of funding deficiencies, land use assumptions may be reevaluated or improvements phased pursuant to WAC 365-196-415.

Pursuant to RCW 36.70A.070(6), the city is required to enforce transportation concurrency by upholding established level of service (LOS) standards for arterials and related facilities. Should proposed development degrade LOS below adopted thresholds (e.g., to LOS F by 2037, as indicated in supporting traffic analyses), approvals must be withheld unless mitigations are implemented concurrently or secured via financial commitments within six years. Developers are responsible for funding their proportionate impacts, with no obligatory municipal subsidies (per WAC 365-196-840).

This proposal will be evaluated within the city's ongoing periodic comprehensive plan update (due 2026), as part of a broader analysis of the Transportation Element.

#### FINANCIAL IMPLICATIONS

None.

#### ATTACHMENTS

1. Comprehensive Plan Docket - Draft

#### SUGGESTED MOTION

None.



# City of Chelan

## COMPREHENSIVE PLAN AMENDMENT PETITION

### TYPE OF AMENDMENT

Rezone Application Requested ☐

Submittal Deadline:  
October 31 of each year

SEPA Application Requested ☐

☒ Policy

☐ Map

☐ Regulation

☒ Plan

☒ Other

### PROONENT INFORMATION

Name: Mitch Reister, PE

Address: 2627 Catalina Avenue, East Wenatchee, WA 98802

Phone No. : (509) 860-1703 Fax No.:

### AMENDMENT INFORMATION

The merits of a proposed amendment shall be measured against the petition submittal requirements listed below to ensure consistency in the review and decision making. Please provide the following information (attach additional pages if necessary):

1. A detailed statement of what is proposed to be changed and why:  
See attached TE amendment proposal documents.

2. A statement of anticipated impacts to be caused by the change, including geographic area affected and issues presented.  
See attached TE amendment proposal documents.
3. A demonstration of why an existing comprehensive plan goal, policy, or recommendation should not be in effect or why an existing goal, policy, or recommendation no longer applies.  
See attached TE amendment proposal documents.
4. A statement of how the amendment complies with the comprehensive plan's community vision statements, goals, objectives, and policy directives.  
See attached TE amendment proposal documents.
5. A statement of how facility plans and capital improvement plans support the change.  
See attached TE amendment proposal documents.



6. A statement of how the change affects land use regulations (i.e., zoning, subdivision, etc.) and the necessary text changes to bring the land use regulations into compliance with the plan.

N/A

7. A demonstration of public review of the recommended change.  
See attached TE amendment proposal documents.

8. A detailed statement describing how the map amendment complies with the comprehensive plan land use element (for map amendment only).

N/A

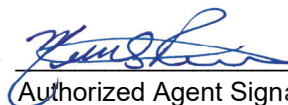
I hereby certify that I will pay all fees as required by law. I also hereby certify under penalty of perjury under the laws of the State of Washington that the above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

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

Applicant Signature

Print Name \_\_\_\_\_

Place Where Signed: \_\_\_\_\_, WA



Authorized Agent Signature

Print Name Mitchell S. Reister, PE

Place Where Signed: East Wenatchee, WA

Date Submitted: 10/31/25



**Comprehensive Plan Amendment Application – Transportation Element**  
***South Chelan Access Corridor & US-97A/Woodin/Peterson Roundabout***

**City of Chelan, Washington**

October 31, 2025

**1. Application Information**

**Applicant:** M2 Consulting, PLLC (on behalf of the South Chelan Property Owners Group)

**Contact:** Mitchell S. Reister, PE – Partner/Principal

**Location:** Undeveloped land south of US-97A (W. Woodin & W. Webster Avenues) within current City limits.

**2. Description of the Proposal**

The proposal is to amend the Transportation Element of the Comprehensive Plan to:

- Designate a new City collector/access corridor extending from the Peterson Place/US-97A intersection (I/S) to the south. This area includes developable lands that are currently within the City limits south of US-97A. The 2007 and 2017 Comprehensive Plan Updates did not address the impacts of development of these new City lands.
- Realign and improve the Peterson Place/US-97A and Woodin Avenue/US-97A intersections into a single, centralized modern roundabout and aesthetically pleasing entrance into the City.
- Incorporate the corridor and roundabout into the City's functional classification map, six-year TIP, and Capital Facilities Plan (CIP).
- Commit to a finance strategy based on state and federal grants, City CIP and grant matching funds, TBD funds, and developer-proportionate share (including latecomer agreements).

**3. Map or Plan Diagram Changes**

Amend the Comprehensive Plan Transportation Map to show:

- South Chelan Collector Corridor
- New roundabout at Woodin Avenue/US-97A  
(See ***Appendix A***)

**4. Existing and Proposed Policies or Text Amendments**

Amend Transportation Element policies to add:

- Goal TR-X: South Chelan Access Corridor designation and purpose.
- Policy TR X-1. Concurrency: maintain LOS standards; improvements concurrent with development or financially committed within six (6) years (per [RCW 36.70A.070](#)).
- Policy TR X-2. Construct a modern roundabout at Peterson Place/Woodin Avenue/US-97A with realignment of Peterson Place and Woodin Avenue.

Add to Capital Facilities Plan project list:

- South Chelan Collector Corridor, Roundabout at Woodin/US-97A, internal collector grid program.

## **5. Analysis of the Proposal**

### ***Public Need:***

- Provides safe, direct, multimodal access to more than 1,000 acres within the City limits which were not addressed in the 2007 and 2017 Comprehensive Plan Updates.
- Provides alternative parallel route behind Chelan High School, allowing for additional school bus ingress/egress separate from US-97A, reducing current and future congestion/safety concerns on US-97A/Webster Ave.
- Addresses concurrency and LOS issues identified in the 2025 Transportation Analysis (see ***Appendix B***).
- Supports the City's Woodin Avenue Bridge two-way operation initiative.

### ***Consistency:***

- Complies with [RCW 36.70A.070](#) (transportation element requirements).
- Supports [RCW 36.70A.108](#) (multimodal concurrency).
- Aligned with Countywide Planning Policies and regional RTP/TIP certification requirements ([RCW 47.80.023](#)).

## **6. Effect on Comprehensive Plan and Implementing Ordinances**

The amendment ensures internal consistency between land use and transportation, adds missing access facilities and right-of-way corridors to serve lands currently within the City limits and ready to develop, and provides the financing strategy required by [RCW 36.70A.070\(3\)](#). It also supports impact fee program updates ([RCW 82.02.050-.090](#)).

## **7. Environmental Analysis**

This is a non-project legislative action subject to SEPA ([Chapter 197-11 WAC](#)).

- Non-project SEPA checklist will be completed at adoption stage.
- Future project-level SEPA reviews will address site-specific impacts (corridor alignment, roundabout design).
- Likely impacts include grading, stormwater, air quality, noise, and habitat effects; mitigations include BMPs and design standards.
- Programmatic benefits include providing the necessary planning and administrative mechanism to establish the achievable delivery of required municipal infrastructure to unserved properties within the City limits, while also reducing out-of-direction travel, improving US-97A corridor safety, and implementing multimodal enhancements.

## **8. Capital Facilities Analysis**

Probable funding sources include:

- Competitive state/federal grants (TIB, STBG, SRTS, TAP, HSIP, RAISE 21, SS4A, PBP).
- City matching funds (REET, TBD, Street Fund).
- Other program funding sources (PWAA, CDBG, CERB, WWRP)
- Developer proportionate shares through impact fees, SEPA mitigation, and frontage requirements.
- Latecomer agreements and/or Local Improvement Districts for equitable cost recovery.

If probable funding falls short, the City will reassess land use or phase improvements, consistent with [WAC 365-196-415](#).

## **9. SEPA Checklist**

See *Appendix C*

## **10. Public Participation Process**

The City will process this amendment through its annual docket. Public involvement will include:

- SEPA compliance
- Planning Commission public hearing(s).
- City Council hearing and decision.
- Notices consistent with RCW [36.70A.035](#) and RCW [36.70A.140](#).
- 60-day review by Washington State Department of Commerce ([RCW 36.70A.106](#)).

---

## **PROPOSED STAFF REPORT LANGUAGE**

### **Findings of Fact and Conclusions**

*Finding 1* – Subject lands (~1,000 acres south of US-97A in Sections 13, 14, and 22-24, Township 27, Range 22E WM) are within City limits and lack adequate direct municipal access and utility facilities.

*Finding 2* – The 2017 Transportation Analysis (Appendix D) shows LOS F at Woodin Ave/US-97A by 2037 without additional improvements.

*Finding 3* – The Bella Serra Short Plat TIA (TENW, Aug 2025) confirms development pressure will further degrade Peterson Place and Woodin Ave/US-97A without the corridor and roundabout.

*Finding 4* – The amendment complies with [RCW 36.70A.070](#) (transportation element), RCW 36.70A.108 (multimodal strategies), and [WAC 365-196-840](#) (concurrency).

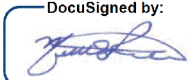
*Finding 5* – Funding will come from grants, City match, developer contributions, and latecomer agreements, consistent with the 2017 CFP and RCW [36.70A.070\(3\)](#).

**Finding 6** – The amendment is consistent with Countywide Planning Policies and the regional RTP/TIP framework ([RCW 47.80.023](#)).

**Finding 7** – The amendment is in the public interest by providing safe access, supporting growth management, and enhancing multimodal safety and emergency response.

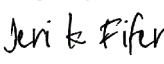
Conclusion: The proposed amendment should be adopted as consistent with the Growth Management Act, City of Chelan Comprehensive Plan, and any implementing ordinances thereto.

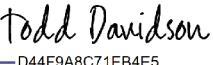
Faithfully submitted this 31<sup>st</sup> day of October, 2025 by M2 Consulting, PLLC on behalf of the following property owners and interested parties, also known as the *South Chelan Property Owners Group*, who attest their support hereto by their signatures hereunder.

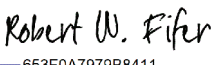
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 Mitchell S. Reister, PE Date  
 M2 Consulting, PLLC

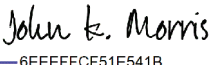
### South Chelan Property Owners Group

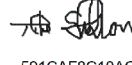
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 Joey Dale Date  
 NCW Developers, LLC

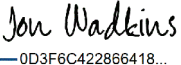
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 Jeri K. Fifer Date

Signed by:  
  
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 Todd Davidson Date  
 Palisade Capital Holdings, LLC

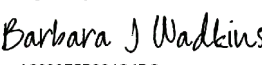
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 Robert W. Fifer Date

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 John K. Morris Date

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 Mike Shelton Date  
 Golden Gate Ventures, LC

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 Jon D. Wadkins Date

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 Raja D. Venugopal Date

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 Barbara J. Wadkins Date





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## Appendix B - 2025 Traffic Impact Analysis

# Bella Serra Short Plat

Chelan, WA

Traffic Impact Analysis

August 27, 2025

Prepared for:

*M2 Consulting  
2627 Catalina Avenue  
East Wenatchee, WA 98802*

Prepared by:



520 Kirkland Way, Suite 100  
Kirkland, WA 98033  
(425) 889-6747



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# FINDINGS/CONCLUSIONS

This Traffic Impact Analysis (TIA) has been prepared for the proposed *Bella Serra Short Plat* project located south of SR 97A in the City of Chelan.

## Project Proposal.

This traffic study evaluates traffic operations and impacts of the proposed Bella Serra development, referred to as “Site A” throughout this traffic study, along with the adjacent Holiday Hills development, referred to as “Site B” throughout this traffic study, and future development that is inclusive of potential buildout with shared access to “Road A.” The proposed sites are anticipated to be developed over a 20-year period, therefore future year 2035 (10-Year Buildout Plan) and 2045 (20-Year Horizon Plan) conditions were evaluated. Based on information provided by the Applicant in August 2025, the land uses assumed for 10-Year Buildout Plan and 20-Year Horizon Plan are summarized below.

### Land Use Summary

| Proposed Land Uses                         | 10-Year Buildout Plan | 20-Year Horizon Plan |
|--------------------------------------------|-----------------------|----------------------|
| <u>Bella Serra (“Site A”):</u>             |                       |                      |
| Single-Family Attached Housing (Townhomes) | 80 DU                 | 80 DU                |
| Hotel                                      | 250 Rooms             | 250 Rooms            |
| Wine Tasting Room                          | 2,500 GFA             | 2,500 GFA            |
| Fast Casual Restaurant                     | 3,500 GFA             | 3,500 GFA            |
| <u>Holiday Hills (“Site B”):</u>           |                       |                      |
| Single-Family Attached Housing             | 175 DU                | 175 DU               |
| Single-Family Detached Housing             | 85 DU                 | 85 DU                |
| <u>Future Development to Road A:</u>       |                       |                      |
| Recreational Homes                         | 150 DU                | 400 DU               |
| Single-Family Detached Housing             | 200 DU                | 400 DU               |
| Wine Tasting Room                          | 2,500 GFA             | 2,500 GFA            |
| High-Turnover (Sit-Down) Restaurant        | 6,000 GFA             | 6,000 GFA            |

Vehicular access to Bella Serra (Site A) and Holiday Hills (Site B) would be provided via the Peterson Place/SR 97A intersection. A new internal roadway, referred to as “Road A,” would extend Peterson Place to provide access to the Bella Serra and Holiday Hills developments as well as future speculative development south of Bella Serra and Holiday Hills.



## Trip Generation.

Trip generation estimates for the 10-Year Buildout Plan and 20-Year Horizon Plan are summarized in the tables below.

### 10-Year Buildout Plan Trip Generation Summary

| Weekday Time Period | Net New Trips Generated |       |       |                        |     |       |                                |       |       |                     |       |       |
|---------------------|-------------------------|-------|-------|------------------------|-----|-------|--------------------------------|-------|-------|---------------------|-------|-------|
|                     | Bella Serra (Site A)    |       |       | Holiday Hills (Site B) |     |       | Future Development to "Road A" |       |       | Total Project Trips |       |       |
|                     | In                      | Out   | Total | In                     | Out | Total | In                             | Out   | Total | In                  | Out   | Total |
| Daily               | 1,358                   | 1,359 | 2,717 | 960                    | 959 | 1,919 | 1,503                          | 1,503 | 3,005 | 3,821               | 3,821 | 7,641 |
| AM Peak Hour        | 73                      | 86    | 159   | 40                     | 116 | 156   | 87                             | 159   | 246   | 200                 | 361   | 561   |
| PM Peak Hour        | 129                     | 119   | 248   | 107                    | 73  | 180   | 170                            | 112   | 282   | 406                 | 304   | 710   |

### 20-Year Horizon Plan Trip Generation Summary

| Weekday Time Period | Net New Trips Generated |       |       |                        |     |       |                                |       |       |                     |       |        |
|---------------------|-------------------------|-------|-------|------------------------|-----|-------|--------------------------------|-------|-------|---------------------|-------|--------|
|                     | Bella Serra (Site A)    |       |       | Holiday Hills (Site B) |     |       | Future Development to "Road A" |       |       | Total Project Trips |       |        |
|                     | In                      | Out   | Total | In                     | Out | Total | In                             | Out   | Total | In                  | Out   | Total  |
| Daily               | 1,358                   | 1,359 | 2,717 | 960                    | 959 | 1,919 | 2,872                          | 2,872 | 5,743 | 5,190               | 5,190 | 10,379 |
| AM Peak Hour        | 73                      | 86    | 159   | 40                     | 116 | 156   | 146                            | 300   | 446   | 259                 | 502   | 761    |
| PM Peak Hour        | 129                     | 119   | 248   | 107                    | 73  | 180   | 324                            | 213   | 537   | 560                 | 405   | 965    |

### Woodin Avenue Bridge Conversion to 2-Way.

The City of Chelan's 2025-2030 *Amended Six Year Transportation Program (STIP)* includes a plan to convert the existing Woodin Ave bridge to accommodate 2-way vehicular traffic with sidewalks on both sides. This revision will result in changes to the traffic circulation in the immediate area and traffic on SR 97A at the future access to SR 97A at Peterson Place.

Two (2) scenarios were evaluated in this TIA to forecast future traffic operations with and without the Woodin Avenue Bridge Conversion project complete.

### Intersection Level of Service (LOS).

Weekday PM peak hour LOS analysis was conducted at the 3 study intersections confirmed by the City. The following study intersections are anticipated to exceed the City/WSDOT LOS standard of LOS D in the future:

#### *Scenario Without Woodin Ave Bridge Conversion Project:*

- Peterson Place / SR 97A (LOS F in 2035): With the Woodin Ave bridge only open to 1-way vehicular traffic (existing condition), the northbound approach movement at the Peterson Place/SR 97A intersection is anticipated to operate at LOS F during the weekday PM peak hour in 2035 with the 10-Year Buildout Plan.
- Peterson Place / SR 97A (LOS F in 2045): With the Woodin Ave bridge only open to 1-way vehicular traffic (existing condition), the northbound approach movement at the Peterson Place/SR 97A intersection is anticipated to operate at LOS F during the weekday PM peak hour in 2045 with the 20-Year Horizon Plan.



*Scenario With Woodin Ave Bridge Conversion Project:*

- W Woodin Ave / SR 97A (LOS F in 2035): If the City decides to convert the Woodin Ave bridge to accommodate 2-way vehicular traffic, the southbound approach at the W Woodin Ave/SR 97A intersection is anticipated to operate at LOS F during the weekday PM peak hour in 2035 with the 10-Year Buildout Plan.
- Peterson Place / SR 97A (LOS E in 2035): If the City decides to convert the Woodin Ave bridge to accommodate 2-way vehicular traffic, the northbound approach at the Peterson Place/SR 97A intersection is anticipated to operate at LOS E during the weekday PM peak hour in 2035 with the 10-Year Buildout Plan.
- W Woodin Ave / SR 97A (LOS F in 2045): If the City decides to convert the Woodin Ave bridge to accommodate 2-way vehicular traffic, the southbound approach at the W Woodin Ave/SR 97A intersection is anticipated to operate at LOS F during the weekday PM peak hour in 2045 with the 20-Year Horizon Plan.
- Peterson Place / SR 97A (LOS F in 2045): If the City decides to convert the Woodin Ave bridge to accommodate 2-way vehicular traffic, the northbound approach at the Peterson Place/SR 97A intersection is anticipated to operate at LOS F during the weekday PM peak hour in 2045 with the 20-Year Horizon Plan.

**Mitigation.**

Based on the results of this traffic impact analysis, with the Woodin Ave bridge only open to 1-way vehicular traffic (existing condition), the Peterson Place/SR 97A intersection is anticipated to operate at LOS F during the weekday PM peak hour in 2035 with the proposed 10-Year Buildout Plan and in 2045 with the proposed 20-Year Horizon Plan. As a result, it is anticipated that modifications and intersection improvements at the Peterson Place/SR 97A intersection would be needed to accommodate the 10-Year Buildout Plan.

Additionally, if the City decides to convert the Woodin Ave bridge to accommodate 2-way vehicular traffic with the Woodin Ave Bridge Conversion project, the southbound approach at the W Woodin Ave/SR 97A intersection is anticipated to operate at LOS F and the northbound approach at the Peterson Place/SR 97A intersection is anticipated to operate at LOS E in 2035 with the proposed 10-Year Buildout Plan. In 2045 with the proposed 20-Year Horizon Plan, the southbound approach at the W Woodin Ave/SR 97A intersection and the northbound approach at the Peterson Place/SR 97A intersection are anticipated to operate at LOS F with the Woodin Ave bridge open to accommodate 2-way vehicular traffic.



# INTRODUCTION

This Traffic Impact Analysis (TIA) has been prepared for the proposed *Bella Serra Short Plat* project located south of SR 97A in the City of Chelan, as shown in **Figure 1**.

## Project Description

This traffic study evaluates traffic operations and impacts of the proposed Bella Serra development, referred to as “Site A” throughout this traffic study, along with the adjacent Holiday Hills development, referred to as “Site B” throughout this traffic study, and future development that is inclusive of potential buildout with shared access to “Road A.” The proposed sites are anticipated to be developed over a 20-year period, therefore future year 2035 (10-Year Buildout Plan) and 2045 (20-Year Horizon Plan) conditions were evaluated. Based on information provided by the Applicant in August 2025, the land uses assumed for 10-Year Buildout Plan and 20-Year Horizon Plan are summarized in **Table 1** below.

**Table 1**  
**Land Use Summary**

| Proposed Land Uses                         | 10-Year Buildout Plan | 20-Year Horizon Plan |
|--------------------------------------------|-----------------------|----------------------|
| <u>Bella Serra (“Site A”):</u>             |                       |                      |
| Single-Family Attached Housing (Townhomes) | 80 DU                 | 80 DU                |
| Hotel                                      | 250 Rooms             | 250 Rooms            |
| Wine Tasting Room                          | 2,500 GFA             | 2,500 GFA            |
| Fast Casual Restaurant                     | 3,500 GFA             | 3,500 GFA            |
| <u>Holiday Hills (“Site B”):</u>           |                       |                      |
| Single-Family Attached Housing             | 175 DU                | 175 DU               |
| Single-Family Detached Housing             | 85 DU                 | 85 DU                |
| <u>Future Development to Road A:</u>       |                       |                      |
| Recreational Homes                         | 150 DU                | 400 DU               |
| Single-Family Detached Housing             | 200 DU                | 400 DU               |
| Wine Tasting Room                          | 2,500 GFA             | 2,500 GFA            |
| High-Turnover (Sit-Down) Restaurant        | 6,000 GFA             | 6,000 GFA            |

Vehicular access to Bella Serra (Site A) and Holiday Hills (Site B) would be provided via the Peterson Place/SR 97A intersection. A new internal roadway, referred to as “Road A,” would extend Peterson Place to provide access to the Bella Serra and Holiday Hills developments as well as future speculative development south of Bella Serra and Holiday Hills.

A preliminary site plan is included in **Appendix A**.



## Project Approach

To analyze the traffic impacts from the proposed *Bella Serra Short Plat* project, the following tasks were undertaken:

- Assessed existing conditions through field reconnaissance and reviewed existing planning documents.
- Described and assessed existing transportation conditions in the area.
- Documented existing (2025) traffic volumes and intersection levels of service (LOS) at 3 study intersections during the weekday PM peak hour.
- Documented future planned transportation improvements in the project vicinity.
- Developed trip generation estimates for weekday daily, AM, and PM peak hour conditions based on the proposed land uses for the Bella Serra and Holiday Hills projects, as well as for the future development that would share access to "Road A."
- Documented trip distribution and assignment of weekday PM peak hour Bella Serra and Holiday Hills project-generated traffic, as well as cumulative buildout project traffic for all future development with shared access to "Road A", without and with the proposed Woodin Ave Bridge Conversion project.
- Analyzed weekday PM peak hour LOS for future 2035 and 2045 conditions at the 3 study intersections.
- Documented proposed traffic mitigation.

## Primary Data and Information Sources

- Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 12<sup>th</sup> Edition, 2025.
- Weekday PM peak hour traffic counts, All Traffic Data, 2025.
- City of Chelan *2025 – 2030 Six-Year Transportation Improvement Program (TIP)*.
- Transportation Research Board (TRB), *Highway Capacity Manual (HCM)*, 7<sup>th</sup> Edition, 2022.
- *Woodin Avenue Bridge Traffic Analysis*, Fehr & Peers, 2023.
- Regional *2040 The Regional Transportation Plan for Chelan and Douglas Counties*.
- Crash History, WSDOT, 2020-2024.





Figure 1: Project Site Vicinity





# EXISTING CONDITIONS

## Study Area

Based on scoping comments received from the City of Chelan, the following 3 study intersections are included in this traffic impact analysis:

- 1. W Woodin Ave / SR 97A
- 2. Peterson Place / SR 97A
- 3. S Farnham St / SR 97A

## Roadway Network

Table 2 describes the existing characteristics of the streets that would be used as primary routes to and from the site. Roadway characteristics are described in terms of orientation, arterial classification, posted speed limits, parking, sidewalks, and bicycle facilities. The relationship of these roadways to the project site is shown in Figure 1.

Table 2  
Existing Roadway Network Summary

| Roadway        | Orientation | Classification <sup>1</sup> | Speed Limit | Paved Shoulder | Sidewalks    | Bicycle Facilities |
|----------------|-------------|-----------------------------|-------------|----------------|--------------|--------------------|
| SR 97A         | E/W         | Minor Arterial              | 30          | Yes            | Intermittent | None               |
| W Woodin Ave   | N/S         | Major Collector             | 20-30       | Yes            | Intermittent | None               |
| Peterson Place | E/W         | Local Access                | 25          | No             | North Side   | None               |

1. Source: Chelan County Code, Chapter 15 and WSDOT Functional Classification.

## Transit Service

Transit service in Chelan is provided by Link Transit and Okanogan Transit. The nearest transit stops are located on SR 97A less than 0.25 miles east and west of Peterson Place. These bus stops provide access to Link Transit Route 21.

- **Link Transit Route 21** provides services between Wenatchee and Manson from 5:00 a.m. to 8:30 p.m. with 30-minute to 1-hour headways on weekdays and from 7:30 a.m. to 7:00 p.m. with 90-minute headways on Saturdays and Sundays.

Additionally, the Chelan and Leavenworth DART (Dial-a-Ride Transportation) offers a shared-ride, same-day transportation service that is available for everyone in the greater Chelan and Leavenworth area. Rides can be scheduled during designated windows within the application service. Trips may also be booked up to five days in advance, and a maximum of four trips can be booked with a single phone call.

## Non-Motorized Transportation Facilities

Non-motorized transportation facilities in the project site vicinity include sidewalks on both sides of SR 97A (east of Peterson Place) and a sidewalk on the north side of SR 97A (west of Peterson Place). Additionally, paved shoulders exist on both sides of SR 97A. There is a marked crosswalk on SR 97A with





Rectangular Rapid Flashing Beacons (RRFB) located less than 0.25 miles east of Peterson Place. Based on existing weekday PM peak period traffic counts conducted in June 2025, pedestrian and bicycle activity within the immediate project vicinity is minimal.

Traffic Volumes

Existing weekday PM peak hour traffic volumes at the study intersections were based on counts collected by IDAX in June 2025. The PM peak hour traffic volumes represent the highest hour of traffic between 4:00 and 6:00 p.m. **Figure 2** illustrates the existing 2025 weekday PM peak hour traffic volumes at the study intersections. The existing traffic count sheets are included in **Appendix B**.

Crash History

Crash history at the 3 study intersections was analyzed for the five-year period from 2020 to 2024 (the most recent 5-year period as provided by WSDOT). A summary of the total and yearly average during this period are provided in **Table 3**. A summary of crashes by type over the five-year period are provided in **Table 4**. Detailed WSDOT crash history is included in **Appendix C**.

Table 3  
Crash Data Summary by Year, January 1, 2020 to December 31, 2024

| Study Intersection         | 2020 | 2021 | 2022 | 2023 | 2024 | 5-Year<br>Total<br>Crashes | Average<br>Annual<br>Crash Rate |
|----------------------------|------|------|------|------|------|----------------------------|---------------------------------|
| 1. W Woodin Ave / SR 97A   | 0    | 0    | 0    | 1    | 0    | 1                          | 0.2                             |
| 2. Peterson Place / SR 97A | 0    | 0    | 0    | 0    | 0    | 0                          | 0.0                             |
| 3. S Farnham St / SR 97A   | 0    | 0    | 0    | 0    | 0    | 0                          | 0.0                             |

Table 4  
Crash Data Summary by Type, January 1, 2020 to December 31, 2024

| Study Intersection         | 5-Year<br>Total<br>Crashes | Average<br>Annual<br>Crash<br>Rate | Crash Type         |           |            |          |                             |             |       |
|----------------------------|----------------------------|------------------------------------|--------------------|-----------|------------|----------|-----------------------------|-------------|-------|
|                            |                            |                                    | Angle (Left/Right) | Angle (T) | Side Swipe | Rear End | Parked Veh/<br>Fixed Object | Ped/Cyclist | Other |
| 1. W Woodin Ave / SR 97A   | 1                          | 0.2                                | 0                  | 0         | 0          | 1        | 0                           | 0           | 0     |
| 2. Peterson Place / SR 97A | 0                          | 0                                  | 0                  | 0         | 0          | 0        | 0                           | 0           | 0     |
| 3. S Farnham St / SR 97A   | 0                          | 0                                  | 0                  | 0         | 0          | 0        | 0                           | 0           | 0     |

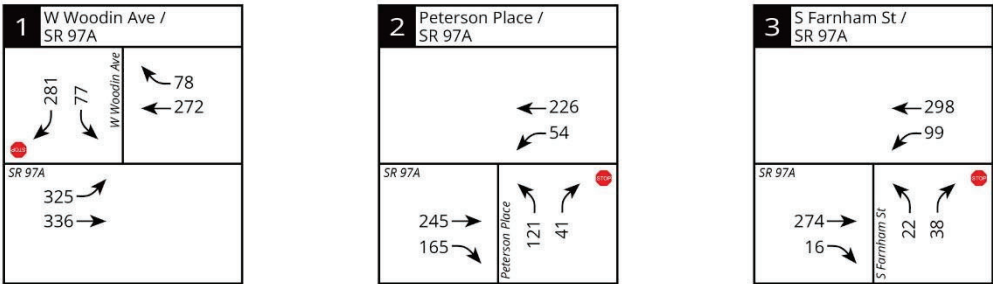


Figure 2: 2025 Existing PM Peak Hour Traffic Volumes





## Intersection Levels of Service

An existing weekday PM peak hour level of service (LOS) analysis was conducted at the 3 study intersections. Intersection LOS was calculated using the methodology and procedures outlined in the *Highway Capacity Manual* (HCM 7<sup>th</sup> Edition) using the *Synchro 12* software program.

The City of Chelan and WSDOT LOS standard at the study intersections is LOS D.

The 2025 existing weekday PM peak hour LOS analysis results for the study intersections are summarized in **Table 5**. The LOS methodology and calculations are included in **Appendix D**.

**Table 5**  
**Existing 2025 Weekday PM Peak Hour LOS Summary**

| Study Intersection         | LOS <sup>1</sup> | Delay (sec) |
|----------------------------|------------------|-------------|
| 1. W Woodin Ave / SR 97A   | B                | 10.7        |
| 2. Peterson Place / SR 97A | A                | 0.0         |
| 3. S Farnham St / SR 97A   | B                | 14.4        |

1. LOS reported at stop-controlled intersections is based on the control delay of the movement with the highest delay, which tends to be from the stop-controlled minor approaches.

As shown in **Table 5**, each of the study intersections currently operate at LOS B or better during the weekday PM peak hour.

## PLANNED TRANSPORTATION IMPROVEMENTS

Based on a review of the current City of Chelan 2025-2030 *Amended Six Year Transportation Program (STIP)*, the following improvements are planned within the project study area:

- **Woodin Avenue Bridge Conversion to 2-Way** – This project includes converting the existing Woodin Ave Bridge to accommodate 2-way vehicular traffic with sidewalks on both sides.  
*Note: Two (2) scenarios were evaluated in this TIA to forecast future traffic operations with and without the Woodin Avenue Bridge project complete.*
- **Woodin Avenue Traffic Calming** – This project includes safety improvements from the Woodin Ave/SR 97A intersection to the Woodin Ave Bridge.
- **Farnham/Webster Intersection Pedestrian Improvements** – This project includes pedestrian improvements at the Farnham/SR 97A intersection to include pedestrian channeling, RRFBs, and advanced warning signs.
- **Lakeside Trail** – This project includes a new multi-use trail from the Woodin Ave/SR 97A intersection to the Water St/SR 97A intersection including new curb, gutter, planter, a 12-foot pathway for non-motorized users, and 2-foot shoulders on both sides of the roadway.



# 2035 FUTURE CONDITIONS

## 10-Year Buildout Plan

At the request of the applicant, this traffic study evaluates traffic operations and impacts of the proposed Bella Serra development, referred to as “Site A” throughout this traffic study, along with the adjacent Holiday Hills development, referred to as “Site B” throughout this traffic study, and the future development that is inclusive of potential buildout with shared access to “Road A.” Based on information provided by the Applicant as of August 2025, land uses assumed for the 10-Year Buildout Plan are summarized in Table 6 below.

**Table 6**  
**10-Year Buildout Plan Land Use Summary**

| Proposed Land Uses                         | 10-Year Buildout Plan |
|--------------------------------------------|-----------------------|
| <u>Bella Serra (“Site A”):</u>             |                       |
| Single Family Attached Housing (Townhomes) | 80 DU                 |
| Hotel                                      | 250 Rooms             |
| Wine Tasting Room                          | 2,500 GFA             |
| Fast Casual Restaurant                     | 3,500 GFA             |
| <u>Holiday Hills (“Site B”):</u>           |                       |
| Single Family Attached Housing             | 175 DU                |
| Single Family Detached Housing             | 85 DU                 |
| <u>Future Development to Road A:</u>       |                       |
| Recreational Homes                         | 150 DU                |
| Single Family Detached Housing             | 200 DU                |
| Wine Tasting Room                          | 2,500 GFA             |
| High-Turnover (Sit-Down) Restaurant        | 6,000 GFA             |

## 10-Year Buildout Plan Trip Generation

The trip generation estimates for the Bella Serra and Holiday Hills projects, and future development to “Road A” for the 10-Year Buildout Plan were based on methodology documented in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 12<sup>th</sup> edition for the following Land Use Codes (LUC):

- LUC 210 (Single-Family Detached Housing)
- LUC 215 (Single-Family Attached Housing)
- LUC 260 (Recreational Homes)
- LUC 310 (Hotel)
- LUC 930 (Fast Casual Restaurant)
- LUC 932 (High-Turnover (Sit-Down) Restaurant)
- LUC 970 (Wine Tasting Room)

Adjustments to the trip generation estimates were made to account for pass-by trips, which are trips that are made by vehicles that are already on the adjacent streets and make intermediate stops at commercial uses on route to a primary destination (i.e. on the way from work to home). The pass-by reduction is based



on studies documented in the appendices of the ITE *Trip Generation Manual* (12<sup>th</sup> Edition, 2025). It should be noted that no adjustments were made to account for internal trips. Internal trips are made by people making multiple stops within a development without generating new trips onto the adjacent street system, which is expected to occur with the type of land uses proposed with this project (residential, commercial, and hotel). Therefore, the trip generation calculations documented in this TIA should be considered conservative.

The resulting net new trip generation for the 10-Year Buildout Plan is summarized in **Table 7**. Detailed trip generation calculations are included in **Appendix E**.

**Table 7**  
**10-Year Buildout Plan Trip Generation Summary**

| Weekday Time Period | Net New Trips Generated |       |       |                           |     |       |                                   |       |       |                        |       |       |
|---------------------|-------------------------|-------|-------|---------------------------|-----|-------|-----------------------------------|-------|-------|------------------------|-------|-------|
|                     | Bella Serra<br>(Site A) |       |       | Holiday Hills<br>(Site B) |     |       | Future Development<br>to "Road A" |       |       | Total<br>Project Trips |       |       |
|                     | In                      | Out   | Total | In                        | Out | Total | In                                | Out   | Total | In                     | Out   | Total |
| Daily               | 1,358                   | 1,359 | 2,717 | 960                       | 959 | 1,919 | 1,503                             | 1,503 | 3,005 | 3,821                  | 3,821 | 7,641 |
| AM Peak Hour        | 73                      | 86    | 159   | 40                        | 116 | 156   | 87                                | 159   | 246   | 200                    | 361   | 561   |
| PM Peak Hour        | 129                     | 119   | 248   | 107                       | 73  | 180   | 170                               | 112   | 282   | 406                    | 304   | 710   |

10-Year Buildout Plan Project Trip Distribution

The distribution of vehicle trips generated by the 10-Year Buildout Plan were based on existing and anticipated travel patterns in the area and confirmed with City staff during the traffic scoping process. Separate distribution patterns were used to evaluate traffic operations with and without the City's planned Woodin Ave Bridge Conversion project.

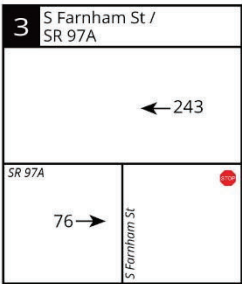
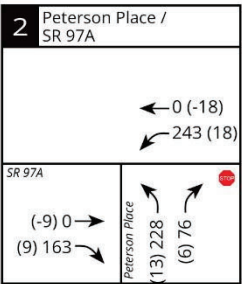
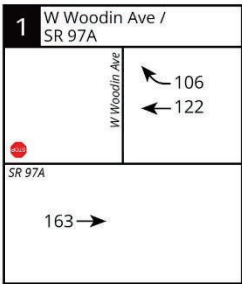
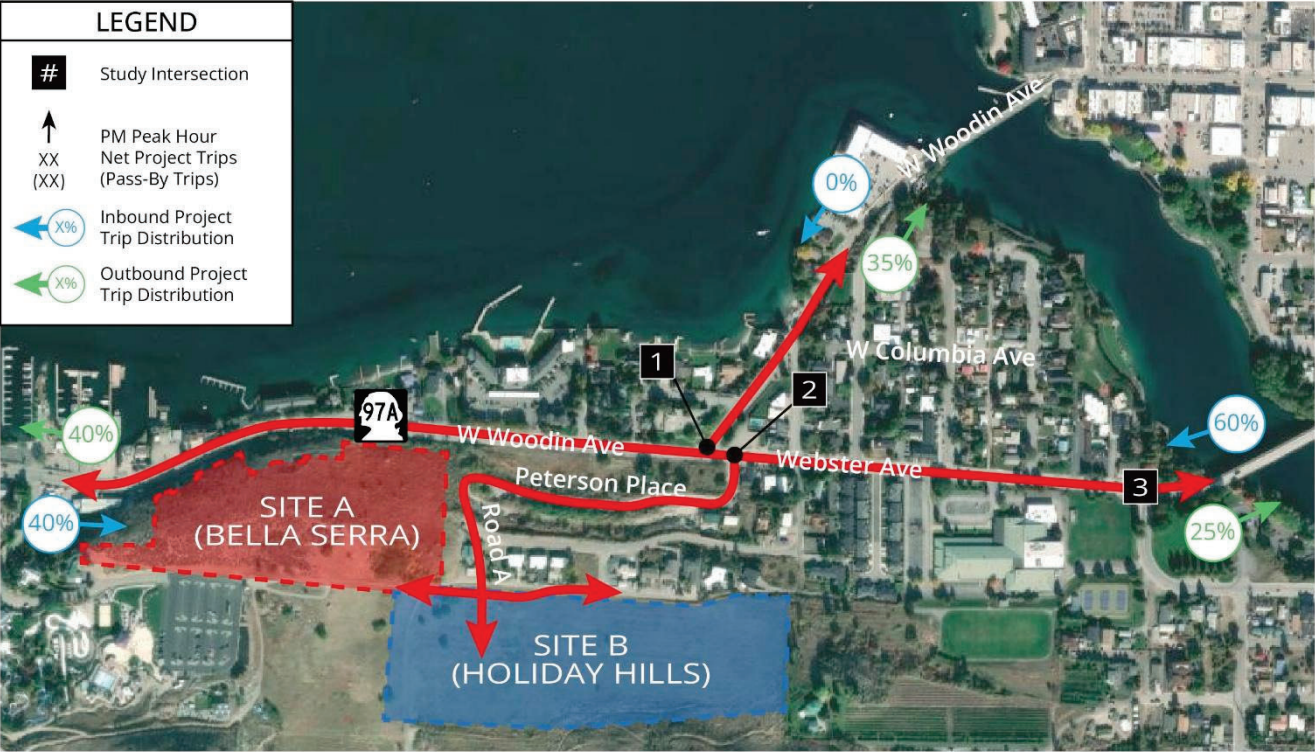
Based on the trip distribution percentages, net new PM peak hour project trips were assigned through the study intersections. The distribution and assignment of the net new weekday PM peak hour trips without and with the Woodin Ave Bridge Conversion project are shown in **Figures 3** and **4**, respectively.

2035 Future Traffic Volumes

To estimate the future 2035 No Action (Without Project) weekday PM peak hour traffic volumes, a 1 percent annual growth rate was applied to the 2025 existing traffic volumes. The growth factor is used to account for new development in the study area and growth in existing traffic. In addition to the 1 percent annual background growth rate, trips from the *Peterson Place Townhomes* pipeline project were accounted for in the future without project traffic volumes.

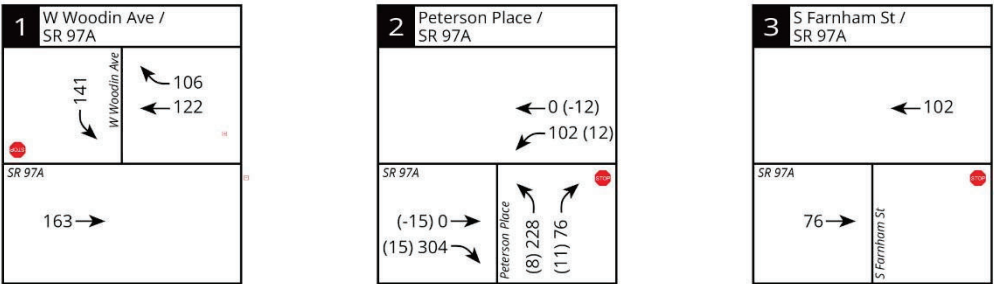
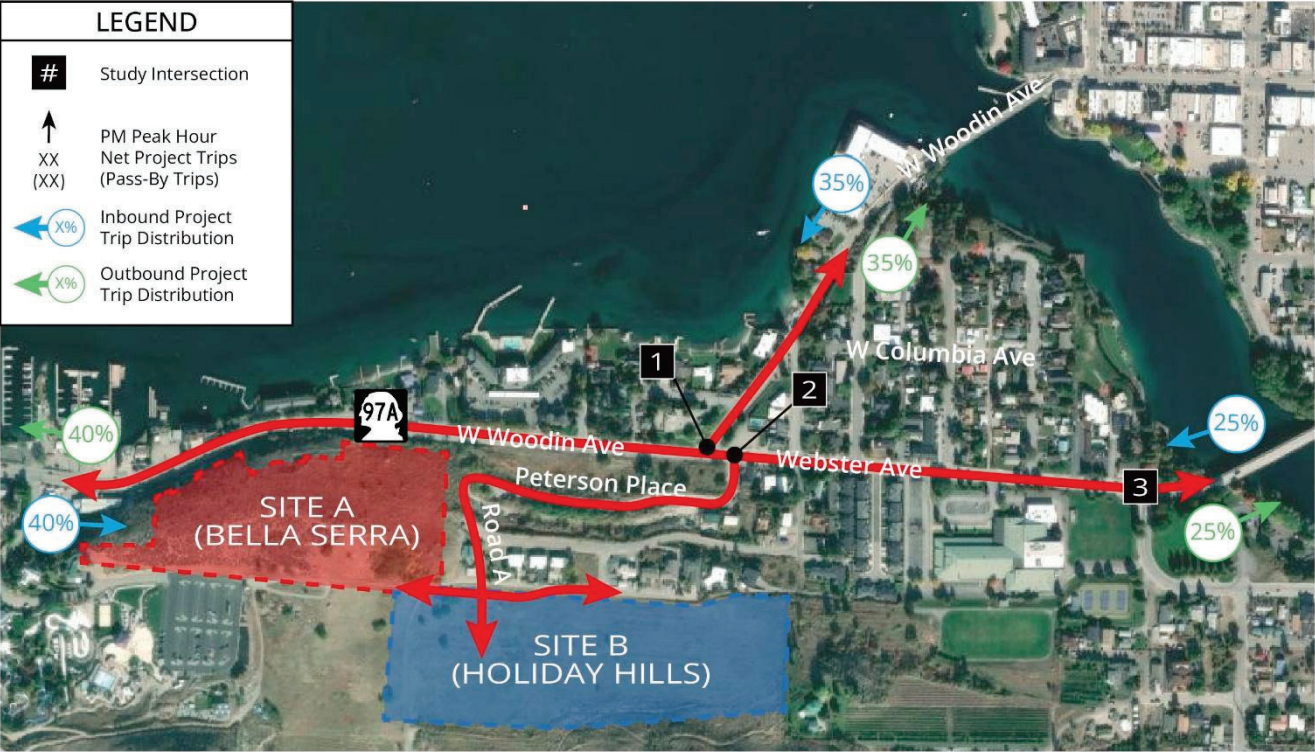
Two (2) future 2035 scenarios were evaluated in this TIA to forecast traffic operations without and with the Woodin Avenue Bridge project. To evaluate operations with the City's future Woodin Ave Bridge Conversion project, traffic volumes at the W Woodin Ave/SR 97A intersection were shifted based on volume shifts documented in the *Woodin Avenue Bridge Traffic Analysis* study completed by Fehr & Peers in July 2023. The resulting future 2035 No Action weekday PM peak hour traffic volumes at the study intersections without and with the Woodin Ave Bridge Conversion project are shown in **Figure 5**. The future 2035 With Project traffic volumes at the study intersections were determined by adding the 10-Year Buildout Plan project-generated trips (shown in **Figures 3** and **4**) to the 2035 No Action traffic volumes without and with the Woodin Ave Bridge Conversion project. The 2035 With Project traffic volumes are shown in **Figure 6**.





**Figure 3:** 2035 PM Peak Hour Project Trip Assignment for 10-Year Buildout Plan (Without Woodin Ave Bridge Conversion Project)





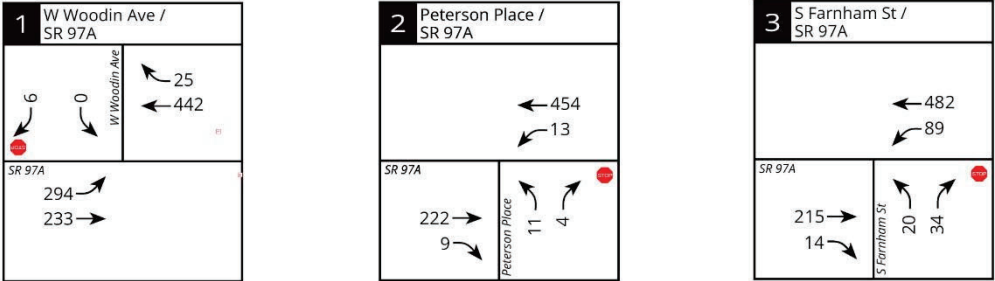
**Figure 4:** 2035 PM Peak Hour Project Trip Assignment for 10-Year Buildout Plan (With Woodin Ave Bridge Conversion Project)







Without Woodin Ave Bridge Conversion Project



With Woodin Ave Bridge Conversion Project

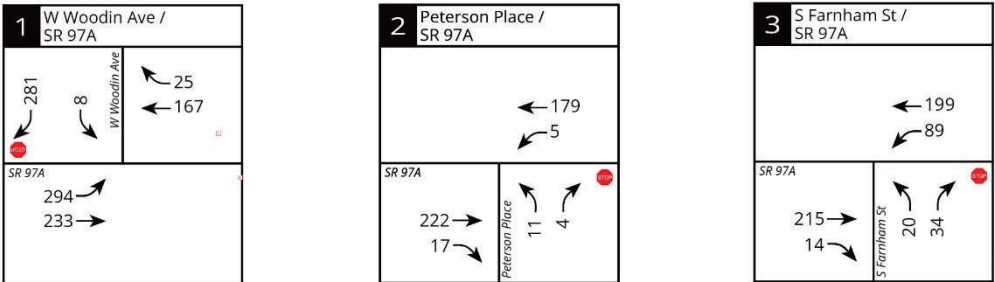


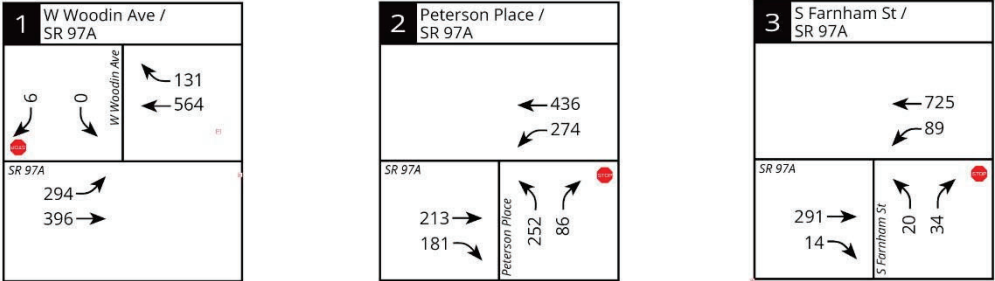
Figure 5: 2035 No Action PM Peak Hour Traffic Volumes







Without Woodin Ave Bridge Conversion Project



With Woodin Ave Bridge Conversion Project

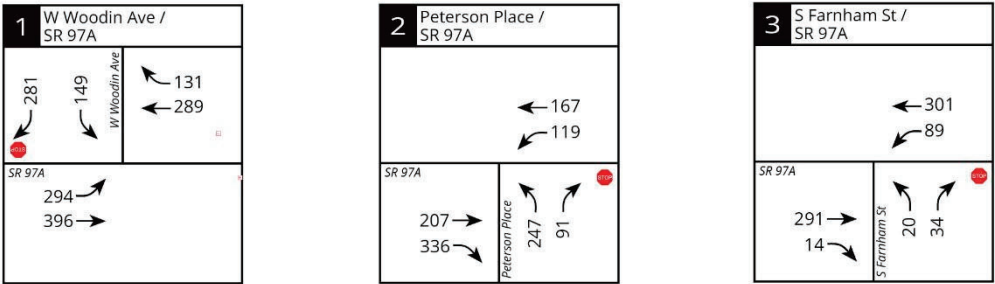


Figure 6: 2035 PM Peak Hour Traffic Volumes With 10-Year Buildout Plan





2035 Intersection Levels of Service

Weekday PM peak hour level of service (LOS) analyses were evaluated at the 3 study intersections for future year 2035 conditions with and without the proposed 10-Year Buildout Plan. Two (2) future 2035 scenarios were evaluated in this TIA to forecast traffic operations without and with the Woodin Ave Bridge Conversion project. The 2035 LOS results at the study intersections without and with the proposed 10-Year Buildout Plan are summarized in **Table 8**. The detailed LOS worksheets are included in **Appendix D**.

**Table 8**  
**Future 2035 Weekday PM Peak Hour LOS Summary**

| Study Intersection                                        | Without Woodin Ave Bridge Conversion Project |             |                       |             | With Woodin Ave Bridge Conversion Project |             |                       |             |
|-----------------------------------------------------------|----------------------------------------------|-------------|-----------------------|-------------|-------------------------------------------|-------------|-----------------------|-------------|
|                                                           | No Action                                    |             | 10-Year Buildout Plan |             | No Action                                 |             | 10-Year Buildout Plan |             |
|                                                           | LOS                                          | Delay (sec) | LOS                   | Delay (sec) | LOS                                       | Delay (sec) | LOS                   | Delay (sec) |
| <u>Two-Way Stop-Controlled Intersections<sup>1</sup>:</u> |                                              |             |                       |             |                                           |             |                       |             |
| 1. W Woodin Ave/SR 97A                                    | B                                            | 11.1        | B                     | 12.7        | B                                         | 12.3        | F                     | >100        |
| 2. Peterson Place/SR 97A                                  | B                                            | 11.7        | F                     | >100        | B                                         | 10.2        | E                     | 42.4        |
| 3. S Farnham St/SR 97A                                    | C                                            | 15.5        | C                     | 19.6        | B                                         | 12.7        | B                     | 14.1        |

1. LOS reported at the stop-controlled study intersections is based on the control delay of the movement with the highest delay, which tends to be from the stop-controlled minor approaches.

As shown in **Table 8**, the following study intersections are anticipated to exceed the City/WSDOT LOS standard of LOS D in 2035 with the 10-Year Buildout Plan.

*Scenario Without Woodin Ave Bridge Conversion Project:*

- Peterson Place / SR 97A (LOS F in 2035): With the Woodin Ave bridge only open to 1-way vehicular traffic (existing condition), the northbound approach movement at the Peterson Place/SR 97A intersection is anticipated to operate at LOS F during the weekday PM peak hour in 2035 with the 10-Year Buildout Plan.

*Scenario With Woodin Ave Bridge Conversion Project:*

- W Woodin Ave / SR 97A (LOS F in 2035): If the City decides to convert the Woodin Ave bridge to accommodate 2-way vehicular traffic, the southbound approach at the W Woodin Ave/SR 97A intersection is anticipated to operate at LOS F during the weekday PM peak hour in 2035 with the 10-Year Buildout Plan.
- Peterson Place / SR 97A (LOS E in 2035): If the City decides to convert the Woodin Ave bridge to accommodate 2-way vehicular traffic, the northbound approach at the Peterson Place/SR 97A intersection is anticipated to operate at LOS E during the weekday PM peak hour in 2035 with the 10-Year Buildout Plan.



# 2045 FUTURE CONDITIONS

## 20-Year Horizon Plan

The 20-Year Horizon Plan evaluates impacts inclusive of the total potential buildout of the proposed Bella Serra and Holiday Hills projects in addition to cumulative future development to “Road A.” Based on information provided by the applicant, an additional 250 recreational homes and 200 single-family detached residential units may be developed between the 10-Year Buildout Plan (2035) and 20-Year Horizon Plan (2045). Based on information provided by the Applicant as of August 2025, the land uses assumed for the 20-Year Horizon Plan are summarized in **Table 9** below.

**Table 9**  
**20-Year Horizon Plan Land Use Summary**

| Proposed Land Uses                               | 10-Year Buildout Plan | 20-Year Horizon Plan |
|--------------------------------------------------|-----------------------|----------------------|
| <u>Bella Serra (“Site A”):</u>                   |                       |                      |
| Single-Family Attached Housing (Townhomes)       | 80 DU                 | 80 DU                |
| Hotel                                            | 250 Rooms             | 250 Rooms            |
| Wine Tasting Room                                | 2,500 GFA             | 2,500 GFA            |
| Fast Casual Restaurant                           | 3,500 GFA             | 3,500 GFA            |
| <u>Holiday Hills (“Site B”):</u>                 |                       |                      |
| Single-Family Attached Housing                   | 175 DU                | 175 DU               |
| Single-Family Detached Housing                   | 85 DU                 | 85 DU                |
| <u>Future Speculative Development to Road A:</u> |                       |                      |
| Recreational Homes                               | 150 DU                | 400 DU               |
| Single-Family Detached Housing                   | 200 DU                | 400 DU               |
| Wine Tasting Room                                | 2,500 GFA             | 2,500 GFA            |
| High-Turnover (Sit-Down) Restaurant              | 6,000 GFA             | 6,000 GFA            |

## 20-Year Horizon Plan Trip Generation

The 20-Year Horizon Plan trip generation estimates for the proposed developments for the 2045 horizon year were based on methodology documented in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 12<sup>th</sup> edition for the following Land Use Codes (LUC):

- LUC 210 (Single-Family Detached Housing)
- LUC 215 (Single-Family Attached Housing)
- LUC 260 (Recreational Homes)
- LUC 310 (Hotel)
- LUC 930 (Fast Casual Restaurant)
- LUC 932 (High-Turnover (Sit-Down) Restaurant)
- LUC 970 (Wine Tasting Room)

Adjustments to the trip generation estimates were made to account for pass-by trips, which are trips that are made by vehicles that are already on the adjacent streets and make intermediate stops at commercial uses on route to a primary destination (i.e. on the way from work to home). The pass-by reduction is based on studies documented in the appendices of the ITE *Trip Generation Manual*/(12<sup>th</sup> Edition, 2025). It should



be noted that no adjustments were made to account for internal trips. Internal trips are made by people making multiple stops within a development without generating new trips onto the adjacent street system, which is expected to occur with the type of land uses proposed with this project (residential, commercial, and hotel). Therefore, the trip generation calculations documented in this TIA should be considered conservative. The resulting net new trip generation for the 20-Year Horizon Plan is summarized in **Table 10**. Detailed trip generation calculations are included in **Appendix F**.

**Table 10**  
**20-Year Horizon Plan Trip Generation Summary**

| Weekday Time Period | Net New Trips Generated |       |       |                           |     |       |                                   |       |       |                        |       |        |
|---------------------|-------------------------|-------|-------|---------------------------|-----|-------|-----------------------------------|-------|-------|------------------------|-------|--------|
|                     | Bella Serra<br>(Site A) |       |       | Holiday Hills<br>(Site B) |     |       | Future Development<br>to "Road A" |       |       | Total<br>Project Trips |       |        |
|                     | In                      | Out   | Total | In                        | Out | Total | In                                | Out   | Total | In                     | Out   | Total  |
| Daily               | 1,358                   | 1,359 | 2,717 | 960                       | 959 | 1,919 | 2,872                             | 2,872 | 5,743 | 5,190                  | 5,190 | 10,379 |
| AM Peak Hour        | 73                      | 86    | 159   | 40                        | 116 | 156   | 146                               | 300   | 446   | 259                    | 502   | 761    |
| PM Peak Hour        | 129                     | 119   | 248   | 107                       | 73  | 180   | 324                               | 213   | 537   | 560                    | 405   | 965    |

20-Year Horizon Plan Project Trip Distribution

The distribution of vehicle trips generated 20-Year Horizon Plan was based on existing and anticipated travel patterns in the area and confirmed with City staff during the traffic scoping process. Separate distribution patterns were used to evaluate traffic operations without and with the City's planned Woodin Ave Bridge Conversion project.

Based on the trip distribution percentages, net new PM peak hour project trips were assigned through the study intersections. The distribution and assignment of the new weekday PM peak hour trips without and with the Woodin Ave Bridge Conversion project are shown in **Figures 7** and **8**, respectively.

2045 Future Traffic Volumes

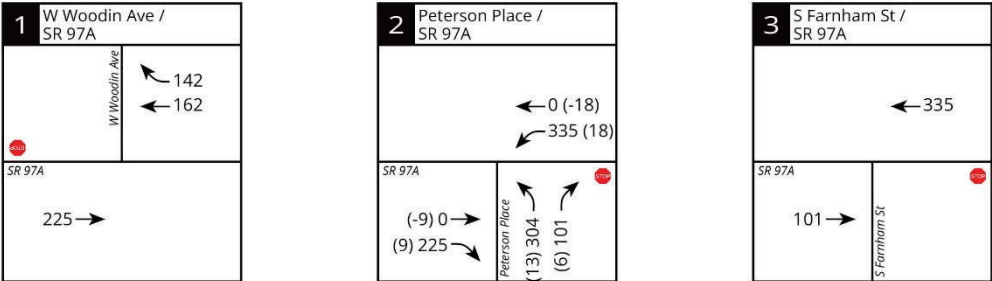
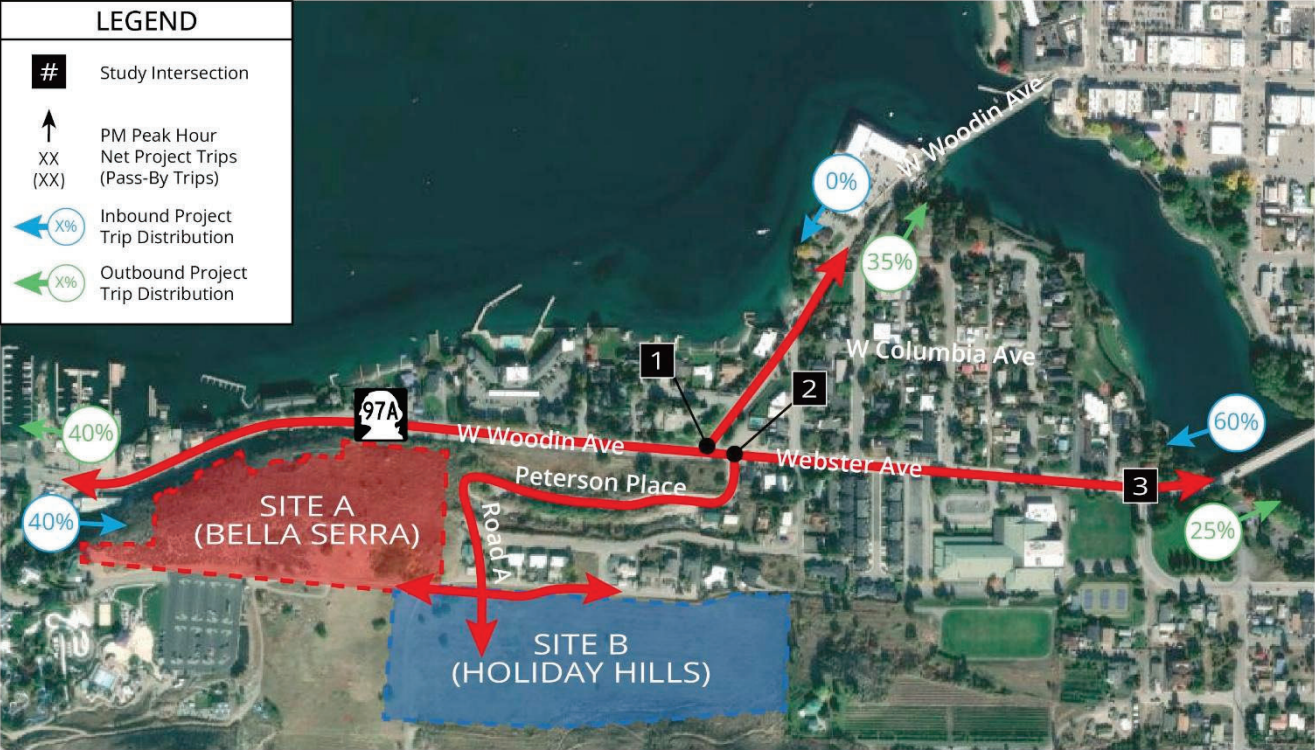
To estimate the future 2045 No Action (Without Project) weekday PM peak hour traffic volumes, a 1 percent annual growth rate was applied to the 2025 existing traffic volumes. The growth factor is used to account for new development in the study area and growth in existing traffic. In addition to the 1 percent annual background growth rate, trips from the *Peterson Place Townhomes* pipeline project were accounted for in the future without project traffic volumes.

Two (2) future 2045 scenarios were evaluated in this TIA to forecast traffic operations without and with the Woodin Ave Bridge Conversion project. To evaluate operations with the City's future Woodin Ave Bridge Conversion project, traffic volumes at the W Woodin Ave/SR 97A intersection were shifted based on volume shifts documented in the *Woodin Avenue Bridge Traffic Analysis* study completed by Fehr & Peers in July 2023.

The resulting future 2045 No Action weekday PM peak hour traffic volumes at the study intersections without and with the Woodin Ave Bridge Conversion project are shown in **Figure 9**.

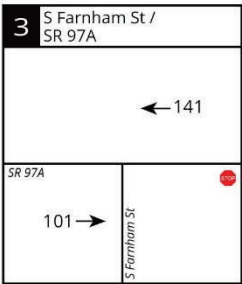
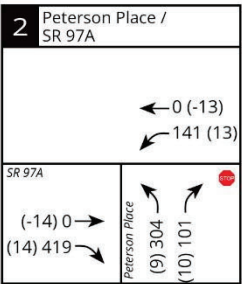
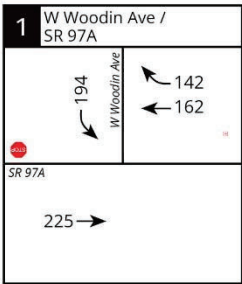
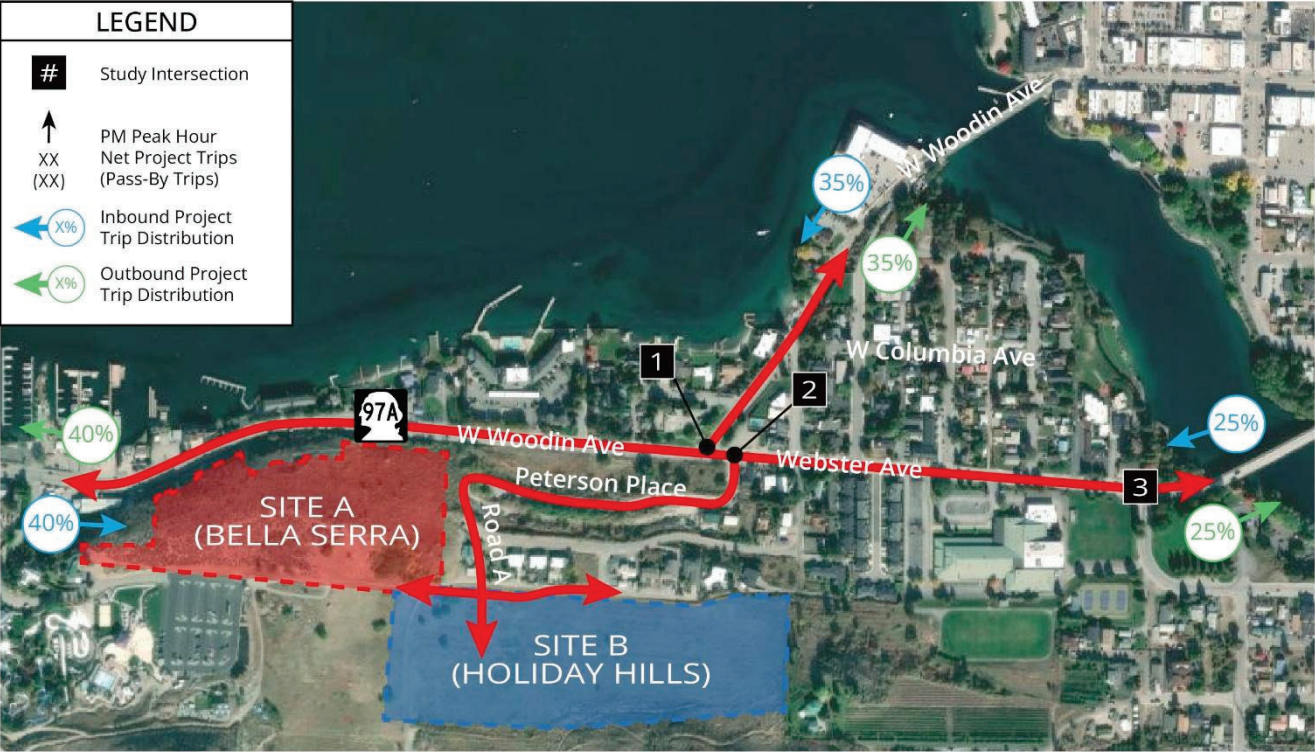
The future 2045 With Project traffic volumes at the study intersections were determined by adding the 20-Year Horizon Plan project-generated trips (shown in **Figures 7** and **8**) to the 2045 No Action traffic volumes without and with the Woodin Ave Bridge Conversion project. The 2045 With Project traffic volumes are shown in **Figure 10**.





**Figure 7:** 2045 PM Peak Hour Project Trip Assignment for 20-Year Horizon Plan (Without Woodin Ave Bridge Conversion Project)





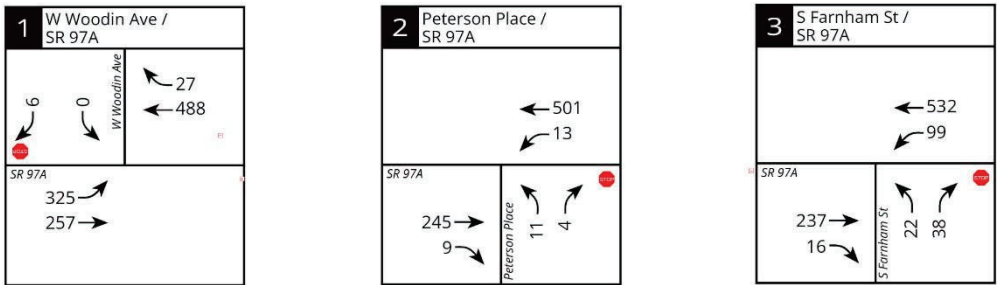
**Figure 8:** 2045 PM Peak Hour Project Trip Assignment for 20-Year Horizon Plan (With Woodin Ave Bridge Conversion Project)







Without Woodin Ave Bridge Conversion Project



With Woodin Ave Bridge Conversion Project

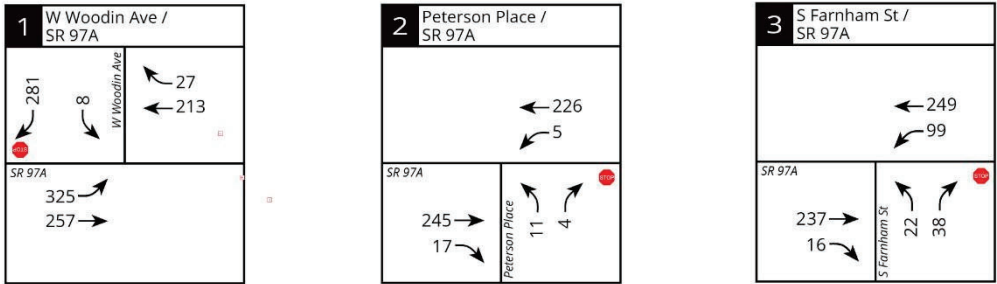
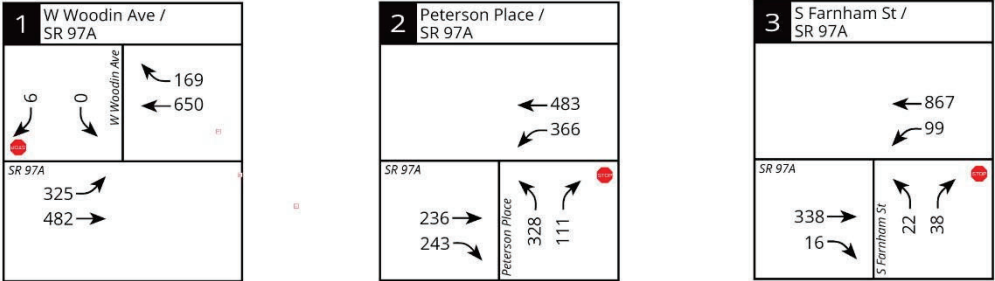


Figure 9: 2045 No Action PM Peak Hour Traffic Volumes





Without Woodin Ave Bridge Conversion Project



With Woodin Ave Bridge Conversion Project

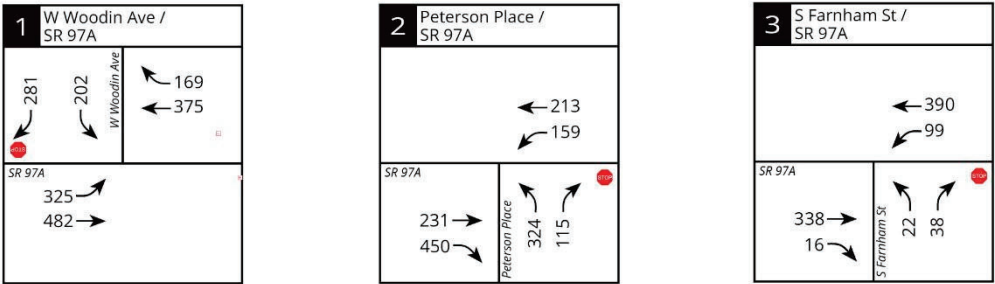


Figure 10: 2045 PM Peak Hour Traffic Volumes With 20-Year Horizon Plan







## 2045 Intersection Levels of Service

Weekday PM peak hour level of service (LOS) analyses were evaluated at the 3 study intersections for future year 2045 (horizon year) conditions with and without the proposed 20-Year Horizon Plan. Two (2) future 2045 scenarios were evaluated in this TIA to forecast traffic operations without and with the Woodin Ave Bridge Conversion project. The 2045 LOS results with and without the 20-Year Horizon Plan are summarized in **Table 11**. The detailed LOS worksheets are included in **Appendix D**.

**Table 11**  
**Future 2045 Weekday PM Peak Hour LOS Summary**

| Study Intersection                                        | Without Woodin Ave Bridge Conversion Project |             |                      |             | With Woodin Ave Bridge Conversion Project |             |                      |             |
|-----------------------------------------------------------|----------------------------------------------|-------------|----------------------|-------------|-------------------------------------------|-------------|----------------------|-------------|
|                                                           | No Action                                    |             | 20-Year Horizon Plan |             | No Action                                 |             | 20-Year Horizon Plan |             |
|                                                           | LOS                                          | Delay (sec) | LOS                  | Delay (sec) | LOS                                       | Delay (sec) | LOS                  | Delay (sec) |
| <u>Two-Way Stop-Controlled Intersections<sup>1</sup>:</u> |                                              |             |                      |             |                                           |             |                      |             |
| 1. W Woodin Ave/SR 97A                                    | B                                            | 11.5        | B                    | 13.9        | B                                         | 13.3        | F                    | >100        |
| 2. Peterson Place/SR 97A                                  | B                                            | 12.2        | F                    | >100        | B                                         | 10.6        | F                    | >100        |
| 3. S Farnham St/SR 97A                                    | C                                            | 16.8        | C                    | 23.5        | B                                         | 13.6        | C                    | 15.8        |

1. LOS reported at the stop-controlled study intersections is based on the control delay of the movement with the highest delay, which tends to be from the stop-controlled minor approaches.

As shown in **Table 11**, the following study intersections are anticipated to exceed the City/WSDOT LOS standard of LOS D in 2045 with the 20-Year Horizon Plan.

*Scenario Without Woodin Ave Bridge Conversion Project:*

- Peterson Place / SR 97A (LOS F in 2045): With the Woodin Ave bridge only open to 1-way vehicular traffic (existing condition), the northbound approach movement at the Peterson Place/SR 97A intersection is anticipated to operate at LOS F during the weekday PM peak hour in 2045 with the 20-Year Horizon Plan.

*Scenario With Woodin Ave Bridge Conversion Project:*

- W Woodin Ave / SR 97A (LOS F in 2045): If the City decides to convert the Woodin Ave bridge to accommodate 2-way vehicular traffic, the southbound approach at the W Woodin Ave/SR 97A intersection is anticipated to operate at LOS F during the weekday PM peak hour in 2045 with the 20-Year Horizon Plan.
- Peterson Place / SR 97A (LOS F in 2045): If the City decides to convert the Woodin Ave bridge to accommodate 2-way vehicular traffic, the northbound approach at the Peterson Place/SR 97A intersection is anticipated to operate at LOS F during the weekday PM peak hour in 2045 with the 20-Year Horizon Plan.



## MITIGATION

Based on the results of this traffic impact analysis, with the Woodin Ave bridge only open to 1-way vehicular traffic (existing condition), the Peterson Place/SR 97A intersection is anticipated to operate at LOS F during the weekday PM peak hour in 2035 with the proposed 10-Year Buildout Plan and in 2045 with the proposed 20-Year Horizon Plan. As a result, it is anticipated that modifications and intersection improvements at the Peterson Place/SR 97A intersection would be needed to accommodate the 10-Year Buildout Plan.

Additionally, if the City decides to convert the Woodin Ave bridge to accommodate 2-way vehicular traffic with the Woodin Ave Bridge Conversion project, the southbound approach at the W Woodin Ave/SR 97A intersection is anticipated to operate at LOS F and the northbound approach at the Peterson Place/SR 97A intersection is anticipated to operate at LOS E in 2035 with the proposed 10-Year Buildout Plan. In 2045 with the proposed 20-Year Horizon Plan, the southbound approach at the W Woodin Ave/SR 97A intersection and the northbound approach at the Peterson Place/SR 97A intersection are anticipated to operate at LOS F with the Woodin Ave bridge open to accommodate 2-way vehicular traffic.



# Appendix A

## Site Plan



# BELLA SERRA SHORT PLAT

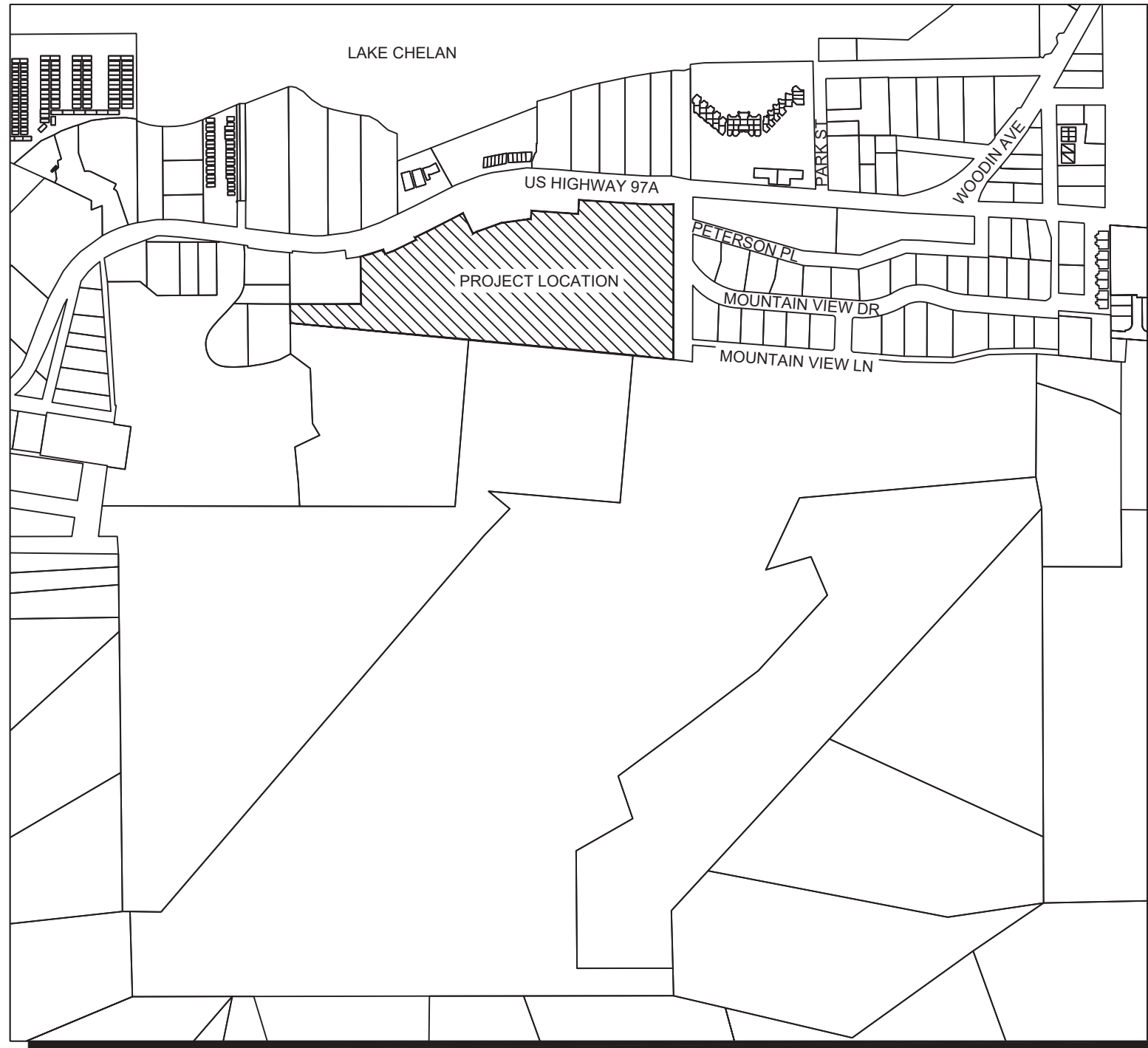
## CHELAN, WA

### GENERAL CIVIL NOTES

- ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MOST CURRENT EDITION OF THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND CHELAN COUNTY CHAPTER 15.30, DEVELOPMENT STANDARDS.
- A PRE-CONSTRUCTION MEETING IS REQUIRED WITH COUNTY ENGINEER OR DESIGNEE PRIOR TO COMMENCING ANY WORK ON SITE. PLEASE CONTACT THE OFFICE AT (509) 667-6415. FAILURE TO COMPLY MAY RESULT IN A DELAYED CONSTRUCTION START.
- ALL PLANS AND REPORTS MUST BE APPROVED PRIOR TO PRE-CONSTRUCTION MEETING AND MUST BE PRESENT AT THE PRE-CONSTRUCTION MEETING. THE TRAFFIC CONTROL PLAN, PER MUTCD AND WSDOT WORK ZONE TRAFFIC CONTROL GUIDELINES, MUST ALSO BE PRESENT AT THE PRE-CONSTRUCTION MEETING. FAILURE TO COMPLY MAY RESULT IN A DELAYED PRE-CONSTRUCTION MEETING.
- APPROVED CONSTRUCTION PLANS SHALL BE ON THE JOB SITE WHEN PROJECT IS UNDER CONSTRUCTION.
- IF ADEQUATE INSPECTION IS NOT COMPLETED AND DOCUMENTED BEFORE COMPLETION OF THE ROADWAY CONSTRUCTION, IT MAY BE NECESSARY FOR CORE DRILLING AND TESTING TO BE PERFORMED TO ASSURE AN ACCEPTABLE QUALITY ROADWAY. WHEN CORE DRILLING IS FOUND TO BE NECESSARY, THE APPLICANT WILL BE HELD RESPONSIBLE FOR ALL COSTS INCURRED.
- IT WILL BE THE APPLICANT'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES IN ORDER TO ASSURE THAT ALL LINES, PIPES, POLES AND OTHER APPURTENANCES ARE PROPERLY LOCATED AND THEIR INSTALLATION IS COORDINATED WITH THE ROAD CONSTRUCTION. ALL UTILITY RELOCATION WORK SHALL BE AT THE EXPENSE OF THE APPLICANT AND MUST BE IN ACCORDANCE WITH CHELAN COUNTY CHAPTER 15.30, DEVELOPMENT STANDARDS, PRIOR TO ROAD ACCEPTANCE.
- BURIED UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION. THE APPLICANT SHALL HAVE UTILITIES VERIFIED ON THE GROUND PRIOR TO ANY CONSTRUCTION.
- ONSITE EROSION CONTROL MEASURES SHALL BE THE RESPONSIBILITY OF THE APPLICANT AND BE IN PLACE PRIOR TO CONSTRUCTION. ANY PROBLEMS OCCURRING BEFORE FINAL OCCUPRANCE BY CHELAN COUNTY AND WITHIN 18 MONTHS THEREAFTER SHALL BE CORRECTED BY THE APPLICANT. AT THE END OF 18 MONTH PERIOD, OR AS OTHERWISE DIRECTED BY THE COUNTY ENGINEER, THE APPLICANT SHALL REMOVE ALL TEMPORARY, NON-DEGRADABLE EROSION CONTROL MEASURES.
- THE APPLICANT SHALL BE RESPONSIBLE FOR CONTROLLING DUST THAT MAY BE GENERATED BY THE CONSTRUCTION PROJECT.
- ANY REVISIONS TO PLANS MUST BE MADE BY THE APPLICANT'S ENGINEER AND APPROVED BY THE COUNTY ENGINEER PRIOR TO ANY IMPLEMENTATION IN THE FIELD.
- ALL PAVEMENT MARKINGS SHALL CONFORM TO THE REQUIREMENTS OF THE MUTCD.
- ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MOST CURRENT EDITION OF THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE
- BEFORE STRIPING TAKES PLACE THE APPLICANT SHALL CONTACT THE CHELAN COUNTY PUBLIC WORKS DEPARTMENT FOR COORDINATION OF THE STRIPING.
- SLOPES SHALL BE STABILIZED TO PREVENT EROSION. IN CASE EROSION OCCURS IN DITCHES, DITCH LINING IS TO BE PROVIDED AS REQUESTED AND SPECIFIED BY THE COUNTY ENGINEER.
- ALL BACKFILL AND EMBANKMENT SHALL BE CONSTRUCTED USING METHOD C, WHERE MAXIMUM LOOSE LIFT THICKNESS SHALL NOT EXCEED 8" AND ALL LIFTS SHALL BE COMPACTED TO LEAST 95% MAXIMUM DENSITY.
- WHERE NEWLY CONSTRUCTED PAVING MEETS EXISTING PAVING, THE APPLICANT SHALL SAW CUT AND OVERLAY AND FEATHER NEW PAVEMENT TO PROVIDE A SMOOTH TRANSITION FROM EXISTING TO PROPOSED PAVING. APPLICATION OF A THIN TACK COAT OF EMULSIFIED ASPHALT SHALL BE APPLIED TO INSURE PROPER BONDING.
- THE COMPLETE SURFACE OF ALL COURSES SHALL BE OF UNIFORM TEXTURE, SMOOTH, UNIFORM AS TO CROWN AND GRADE, AND FREE FROM DEFECTS OF ALL KINDS. THE COMPLETED SURFACE OF THE WEARING COURSE SHALL NOT VARY MORE THAN 1/8 INCH FROM THE LOWER EDGE OF A 10 FOOT STRAIGHTEDGE PLACED ON THE SURFACE PARALLEL TO THE CENTERLINE. THE TRANSVERSE SLOPE OF THE COMPLETED SURFACE OF THE WEARING COURSE SHALL VARY NOT MORE THAN 1/4 INCH IN 10 FEET FROM THE RATE OF TRANSVERSE SLOPE SHOWN ON THE PLANS.
- COMPACTION TESTING OF SUBGRADE, EMBANKMENT, BASE COURSE, TOP COURSE PAVEMENT, PIPE BEDDING AND TRENCH BACKFILL SHALL BE PROVIDED.
- MATERIALS SAMPLING AND TESTING SHALL BE AT A FREQUENCY AND MAGNITUDE AS SPECIFIED IN THE STANDARD SPECIFICATIONS OR DETERMINED BY THE COUNTY ENGINEER, PRIVATE THIRD PARTY AND INDEPENDENT TESTING LABORATORY SHALL PERFORM TESTING AND SAMPLING. CERTIFIED TEST REPORTS SHALL BE FURNISHED TO THE COUNTY ENGINEER FOR ALL TESTS PERFORMED.

### LINETYPES AND SYMBOLS

|                              |                                                                                     |
|------------------------------|-------------------------------------------------------------------------------------|
| DOMESTIC WATER SUPPLY PIPE   | _____ W _____ W _____ W _____                                                       |
| ROOF DRAIN PIPE              | _____                                                                               |
| SANITARY SEWER PIPE          | _____ SS _____ SS _____ SS _____                                                    |
| STORM PIPE                   | _____ SD _____ SD _____ SD _____                                                    |
| IRRIGATION PIPE              | _____ I _____ I _____ I _____                                                       |
| FINISHED GRADE MINOR CONTOUR | _____                                                                               |
| FINISHED GRADE MAJOR CONTOUR | _____                                                                               |
| EXISTING GRADE MAJOR CONTOUR | _____                                                                               |
| EXISTING GRADE MINOR CONTOUR | _____                                                                               |
| SILT FENCE                   | _____ X _____ X _____ X _____                                                       |
| PROJECT BOUNDARY             | _____                                                                               |
| PROPOSED RIGHT-OF-WAY        | _____                                                                               |
| PROPOSED EASEMENT            | _____                                                                               |
| WATER FITTING                |  |
| FIRE HYDRANT                 |  |
| AIR VALVE ASSEMBLY           |  |
| SINGLE WATER SERVICE         |  |
| DOUBLE WATER SERVICE         |  |
| SANITARY SEWER CLEANOUT      |  |
| SANITARY SEWER MANHOLE       |  |
| CATCH BASIN - TYPE 2         |  |
| CATCH BASIN - TYPE 1         |  |



VICINITY MAP  
SCALE: 1" = 500'



### SHEET INDEX

G0.0 - COVER SHEET  
C1.0 - SITE PLAN  
C2.0 - ROAD PROFILES  
C3.0 - OVERALL LAYOUT

### CONTACT INFORMATION

OWNER: NCW DEVELOPERS LLC  
151 S WORTHEN ST STE 2  
WENATCHEE, WA 98801

SURVEYOR: COMPLETE DESIGN, INC.  
353 MALAGA ALCOA HWY, UNIT 3  
WENATCHEE, WA 98801  
(509) 662-3699

ENGINEER: COMPLETE DESIGN, INC.  
353 MALAGA ALCOA HWY, UNIT 3  
WENATCHEE, WA 98801  
(509) 662-3699

### UTILITY PROVIDERS

WATER: CITY OF CHELAN  
50 CHELAN FALLS HWY  
CHELAN, WA 98816  
(509) 662-8030

SEWER: CITY OF CHELAN (AS ABOVE)

POWER: CHELAN COUNTY PUD #1  
327 NORTH WENATCHEE AVE  
WENATCHEE, WA 98801  
(509) 663-8121

### SURVEY INFORMATION

PROJECT DATUM:  
•• VERTICAL: NAVD88  
•• HORIZONTAL: NAD83 WASHINGTON STATE PLANE - NORTH  
•• PARCEL DATA PER CHELAN COUNTY GIS  
•• CONTOUR DATA AND ELEVATIONS PER DNR LIDAR PORTAL - CHELAN 2018 LIDAR PROJECT.

CALL  
TWO WORKING DAYS  
BEFORE YOU DIG  
1-800-424-5555

UTILITIES ARE KNOWN TO EXIST  
AND NOT ALL ARE SHOWN. VERIFY  
ALL UTILITIES PRIOR TO CONSTRUCTION.

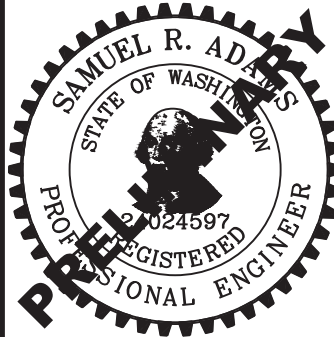
Complete Design Inc.

PROFESSIONAL DESIGN SPECIALIST  
P.O. BOX 1941 NEW WENATCHEE, WA 98801 | PHONE: (509) 662-3699 | FAX: (509) 662-3699

SHEET

G0.0

DRAWN BY: TJM  
DATE: 6/12/2025  
PROJECT NO: 25-0102



### PROJECT INFORMATION

TAX PARCEL NO. 272214410700, 272214410800

PARCEL OWNER: JON MCCREARY

SITE ADDRESS: CITY OF CHELAN, WA 98816

HORIZONTAL DATUM: WA STATE PLANE N ZONE 14D 83(91)  
VERTICAL DATUM: NAVD 88



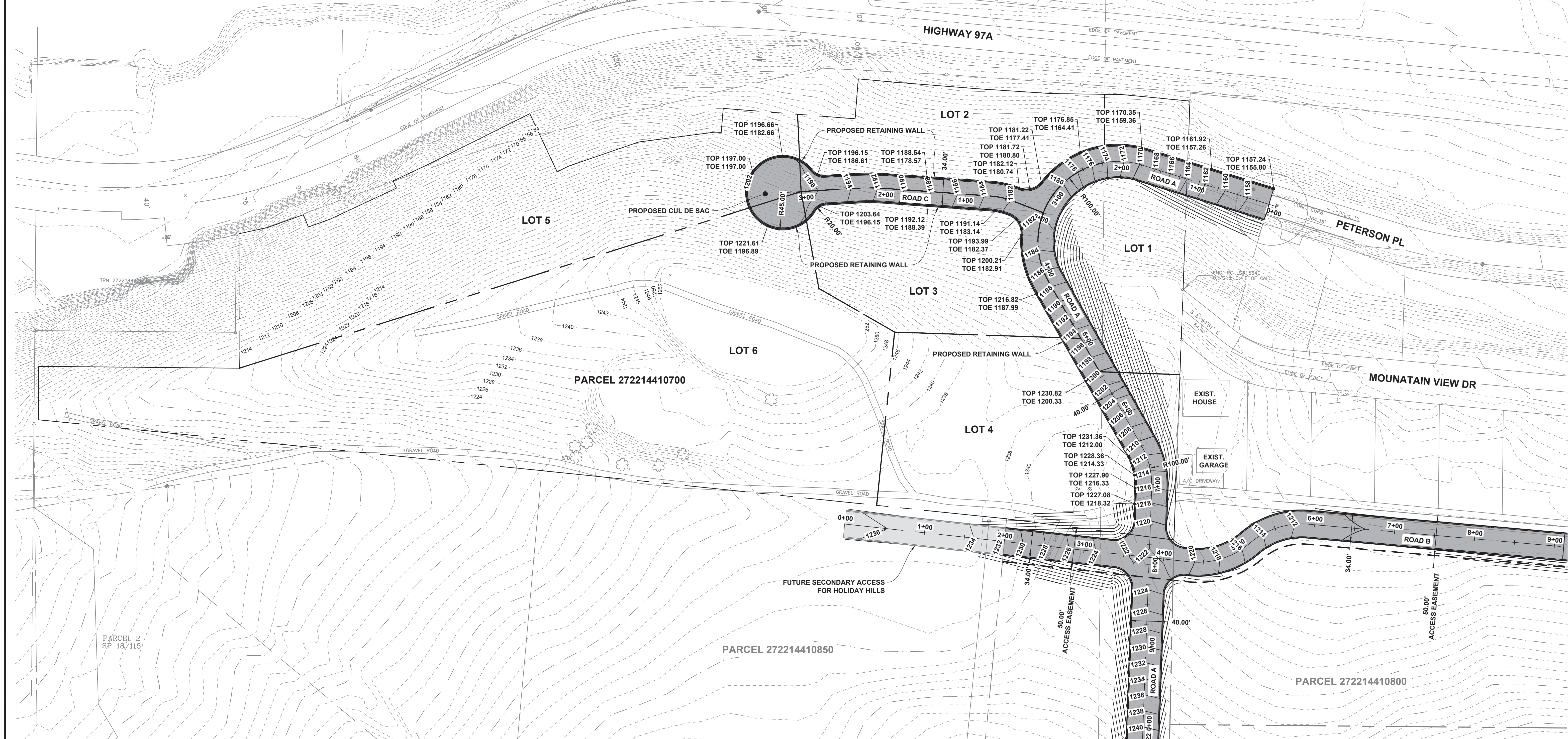
### REVISION

McCREARY SHORT PLAT

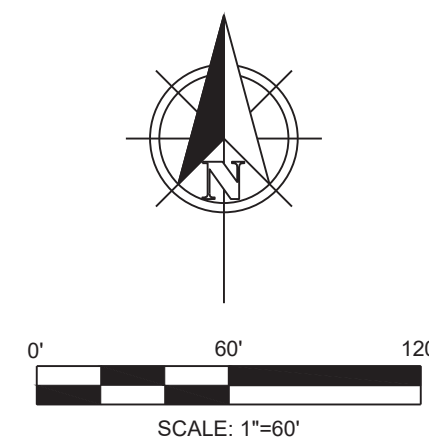
COVER

CITY OF CHELAN, WA 98816





PROJECT DATUM:  
 \*\* VERTICAL: NAVD88  
 \*\* HORIZONTAL: NAD83 WASHINGTON STATE PLANE - NORTH  
 \*\* PARCEL DATA PER CHELAN COUNTY GIS  
 \*\* CONTOUR DATA AND ELEVATIONS PER DNR LIDAR PORTAL - CHELAN  
 2018 LIDAR PROJECT.



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BEFORE YOU DIG  
1-800-424-5555

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AND NOT ALL ARE SHOWN. VERIFY  
ALL UTILITIES PRIOR TO CONSTRUCTION.

---

---

McCREARY SHORT PLAT

## SITE PLAN

CITY OF CHELAN, WA 98816

## PROJECT INFORMATION

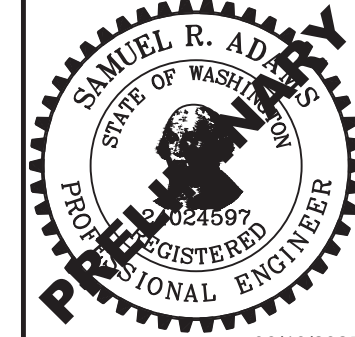
TAX PARCEL NO: 272214410700, 272214410800  
PARCEL OWNER: JON MCCREARY

HORIZONTAL DATUM: WA STATE PLANE N ZONE NAD 83(91)  
VERTICAL DATUM: NAVD 88



Now what's below.  
Call before you dig.

REVISION



06/10/2025

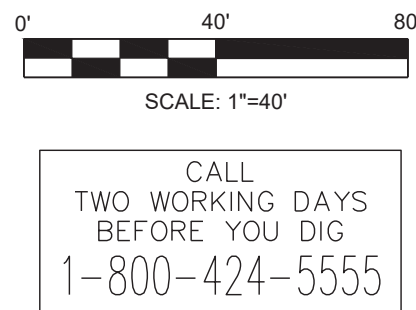
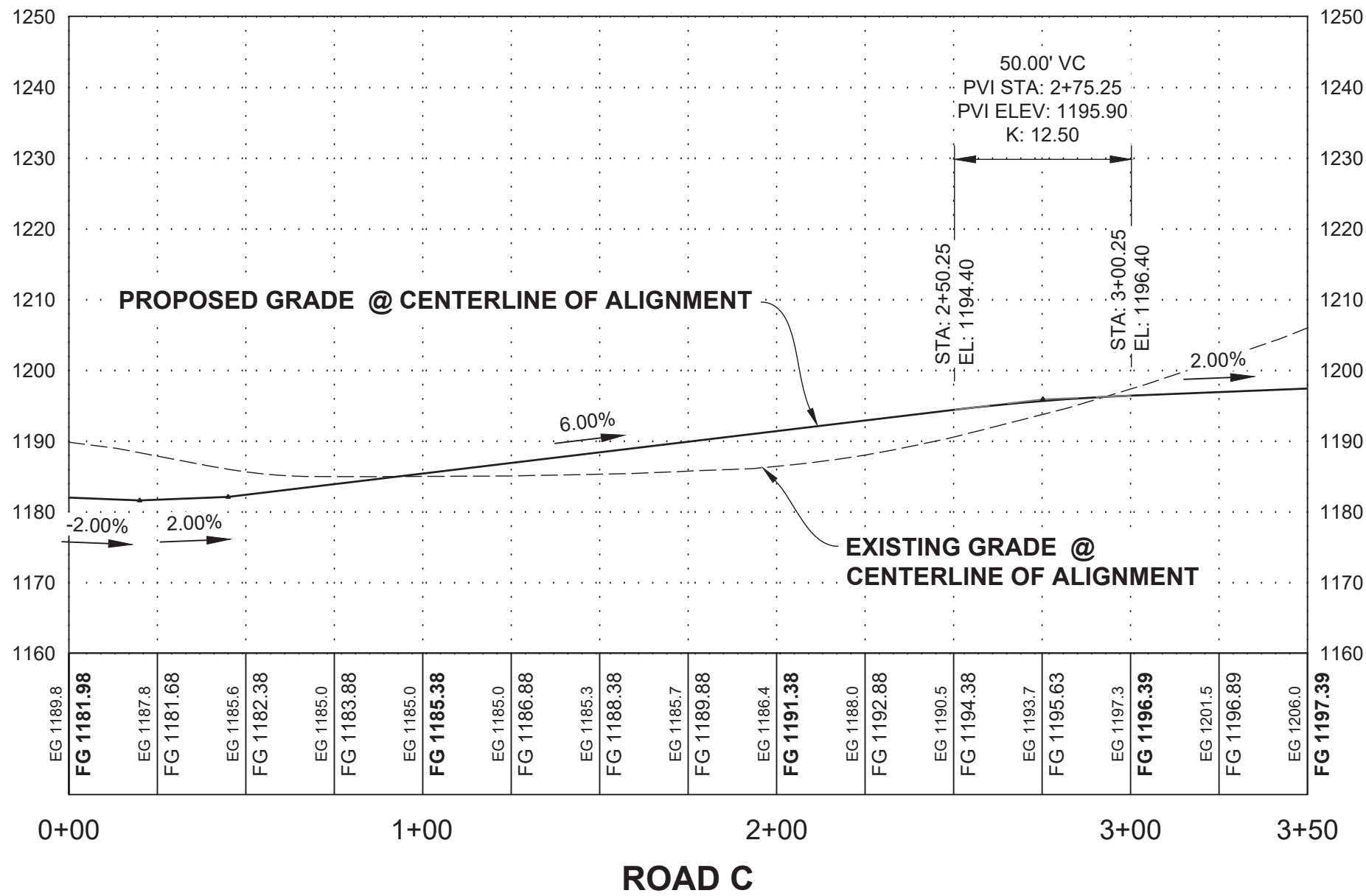
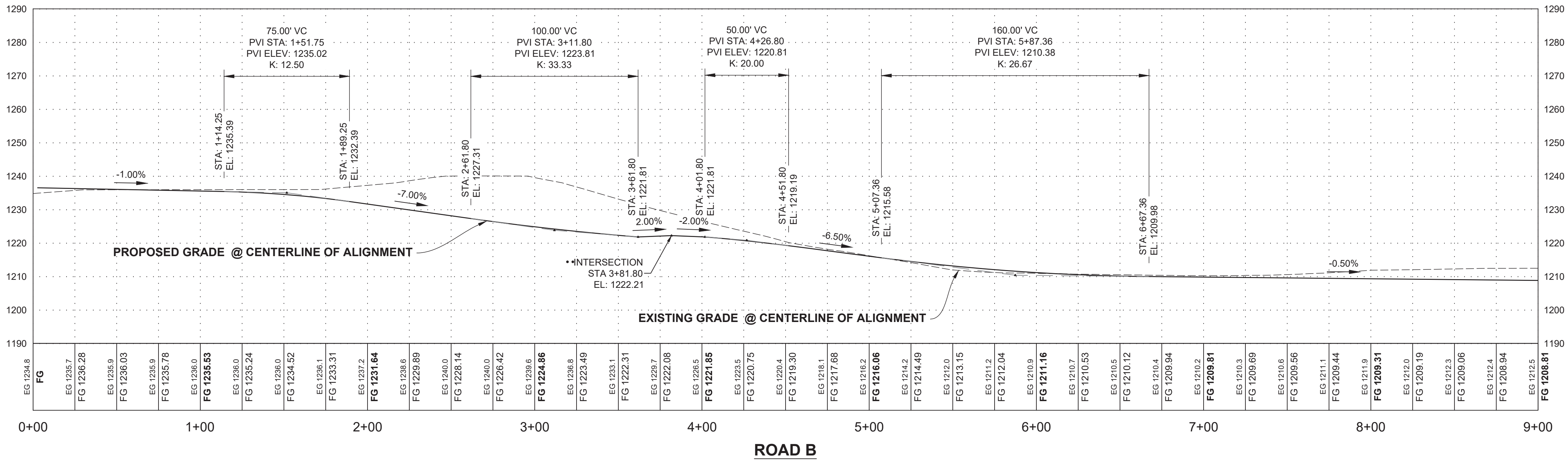
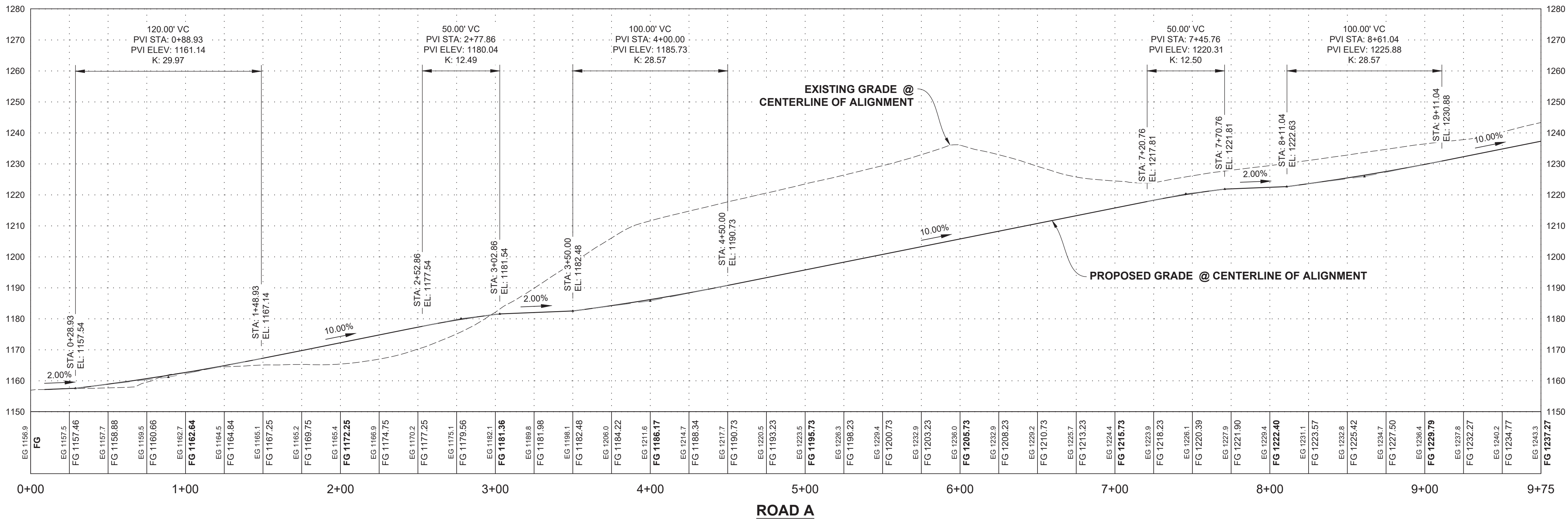
**Complete Design Inc.**

complete Design Inc.  
"Construction Design Specialists"  
PO BOX 1914 | WENATCHEE, WA 98807 | WWW.COMPLETEDESIGN.CC | 509.662.3699

DRAWN BY: TJM  
DATE: 6.12.2025

SHEET  
C1.0





UTILITIES ARE KNOWN TO EXIST  
AND NOT ALL ARE SHOWN. VERIFY  
ALL UTILITIES PRIOR TO CONSTRUCTION.

Complete Design Inc.  
CORPORATION Design Specialist  
PO BOX 1941 NEW YORK, NY 10007 (718) 662-6299  
SHEET  
C2.0

Drawn By: J.M.  
Date: 6/12/2025  
Project No: 25-0102

TYLER MCCREARY, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
06/10/2025

PROJECT INFORMATION

TAX PARCEL NO. 272214410700, 272214410800  
PARCEL OWNER: JON MCCREARY  
SITE ADDRESS: CITY OF CHELAN, WA 98816  
HORIZONTAL DATUM: WA STATE PLANE N ZONE 83(91)  
VERTICAL DATUM: NAVD 83

REVISION

McCREARY SHORT PLAT

ROAD PROFILES

CITY OF CHELAN, WA 98816

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# AppenLix B

## Existing Traffic Counts



# Farnham St SR 97

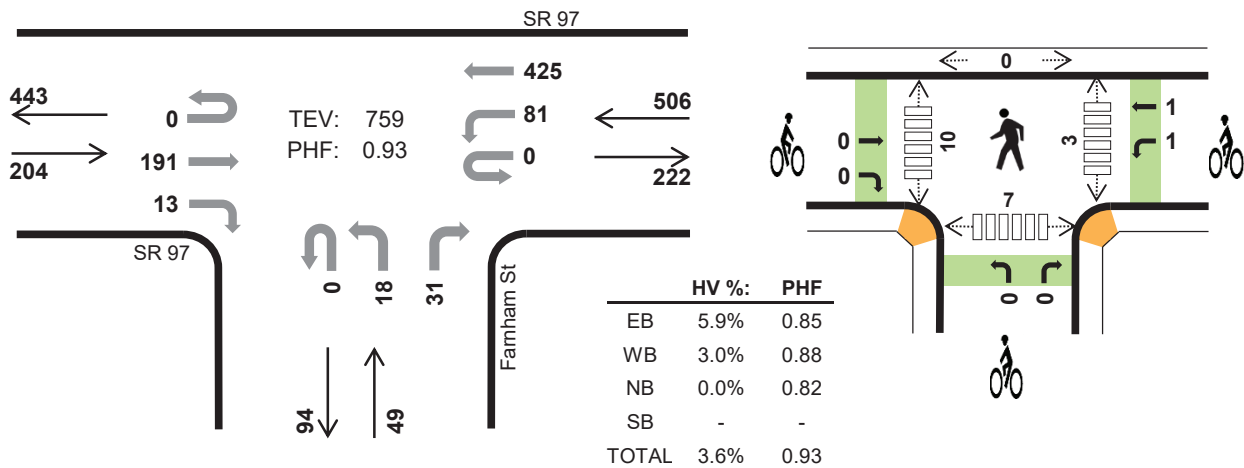


Peak Hour

Date: 06/17/2025

Count Period: 4:00 PM to 6:00 PM

Peak Hour: 4:30 PM to 5:30 PM



## Two-Hour Count Summaries

| Interval Start |     | SR 97     |    |     |    | SR 97     |     |     |    | Farnham St |    |    |    | 0          |    |    |    | 15-min Total | Rolling One Hour |
|----------------|-----|-----------|----|-----|----|-----------|-----|-----|----|------------|----|----|----|------------|----|----|----|--------------|------------------|
|                |     | Eastbound |    |     |    | Westbound |     |     |    | Northbound |    |    |    | Southbound |    |    |    |              |                  |
|                |     | UT        | LT | TH  | RT | UT        | LT  | TH  | RT | UT         | LT | TH | RT | UT         | LT | TH | RT |              |                  |
| 4:00 PM        |     | 0         | 0  | 48  | 5  | 0         | 11  | 97  | 0  | 0          | 2  | 0  | 9  | 0          | 0  | 0  | 0  | 172          | 0                |
| 4:15 PM        |     | 0         | 0  | 49  | 4  | 0         | 10  | 85  | 0  | 0          | 0  | 0  | 6  | 0          | 0  | 0  | 0  | 154          | 0                |
| 4:30 PM        |     | 0         | 0  | 37  | 2  | 0         | 23  | 110 | 0  | 0          | 4  | 0  | 9  | 0          | 0  | 0  | 0  | 185          | 0                |
| 4:45 PM        |     | 0         | 0  | 59  | 1  | 0         | 16  | 108 | 0  | 0          | 1  | 0  | 7  | 0          | 0  | 0  | 0  | 192          | 703              |
| 5:00 PM        |     | 0         | 0  | 43  | 4  | 0         | 21  | 122 | 0  | 0          | 6  | 0  | 9  | 0          | 0  | 0  | 0  | 205          | 736              |
| 5:15 PM        |     | 0         | 0  | 52  | 6  | 0         | 21  | 85  | 0  | 0          | 7  | 0  | 6  | 0          | 0  | 0  | 0  | 177          | 759              |
| 5:30 PM        |     | 0         | 0  | 36  | 5  | 0         | 15  | 96  | 0  | 0          | 4  | 0  | 12 | 0          | 0  | 0  | 0  | 168          | 742              |
| 5:45 PM        |     | 0         | 0  | 36  | 5  | 0         | 26  | 76  | 0  | 0          | 7  | 0  | 10 | 0          | 0  | 0  | 0  | 160          | 710              |
| Count Total    |     | 0         | 0  | 360 | 32 | 0         | 143 | 779 | 0  | 0          | 31 | 0  | 68 | 0          | 0  | 0  | 0  | 1,413        | 0                |
| Peak Hour      | All | 0         | 0  | 191 | 13 | 0         | 81  | 425 | 0  | 0          | 18 | 0  | 31 | 0          | 0  | 0  | 0  | 759          | 0                |
|                | HV  | 0         | 0  | 12  | 0  | 0         | 3   | 12  | 0  | 0          | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 27           | 0                |
|                | HV% | -         | -  | 6%  | 0% | -         | 4%  | 3%  | -  | -          | 0% | -  | 0% | -          | -  | -  | -  | 4%           | 0                |

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

| Interval Start | Heavy Vehicle Totals |    |    |    |       | Bicycles |    |    |    |       | Pedestrians (Crossing Leg) |      |       |       |       |
|----------------|----------------------|----|----|----|-------|----------|----|----|----|-------|----------------------------|------|-------|-------|-------|
|                | EB                   | WB | NB | SB | Total | EB       | WB | NB | SB | Total | East                       | West | North | South | Total |
| 4:00 PM        | 5                    | 2  | 0  | 0  | 7     | 0        | 0  | 0  | 0  | 0     | 0                          | 1    | 0     | 0     | 1     |
| 4:15 PM        | 2                    | 2  | 0  | 0  | 4     | 0        | 0  | 0  | 0  | 0     | 0                          | 3    | 0     | 0     | 3     |
| 4:30 PM        | 3                    | 4  | 0  | 0  | 7     | 0        | 0  | 0  | 0  | 0     | 0                          | 3    | 0     | 3     | 6     |
| 4:45 PM        | 2                    | 4  | 0  | 0  | 6     | 0        | 1  | 0  | 0  | 1     | 3                          | 4    | 0     | 2     | 9     |
| 5:00 PM        | 1                    | 3  | 0  | 0  | 4     | 0        | 0  | 0  | 0  | 0     | 0                          | 3    | 0     | 2     | 5     |
| 5:15 PM        | 6                    | 4  | 0  | 0  | 10    | 0        | 1  | 0  | 0  | 1     | 0                          | 0    | 0     | 0     | 0     |
| 5:30 PM        | 1                    | 3  | 0  | 0  | 4     | 0        | 0  | 0  | 0  | 0     | 0                          | 1    | 0     | 0     | 1     |
| 5:45 PM        | 2                    | 2  | 0  | 0  | 4     | 0        | 0  | 0  | 0  | 0     | 1                          | 0    | 0     | 2     | 3     |
| Count Total    | 22                   | 24 | 0  | 0  | 46    | 0        | 2  | 0  | 0  | 2     | 4                          | 15   | 0     | 9     | 28    |
| Peak Hr        | 12                   | 15 | 0  | 0  | 27    | 0        | 2  | 0  | 0  | 2     | 3                          | 10   | 0     | 7     | 20    |

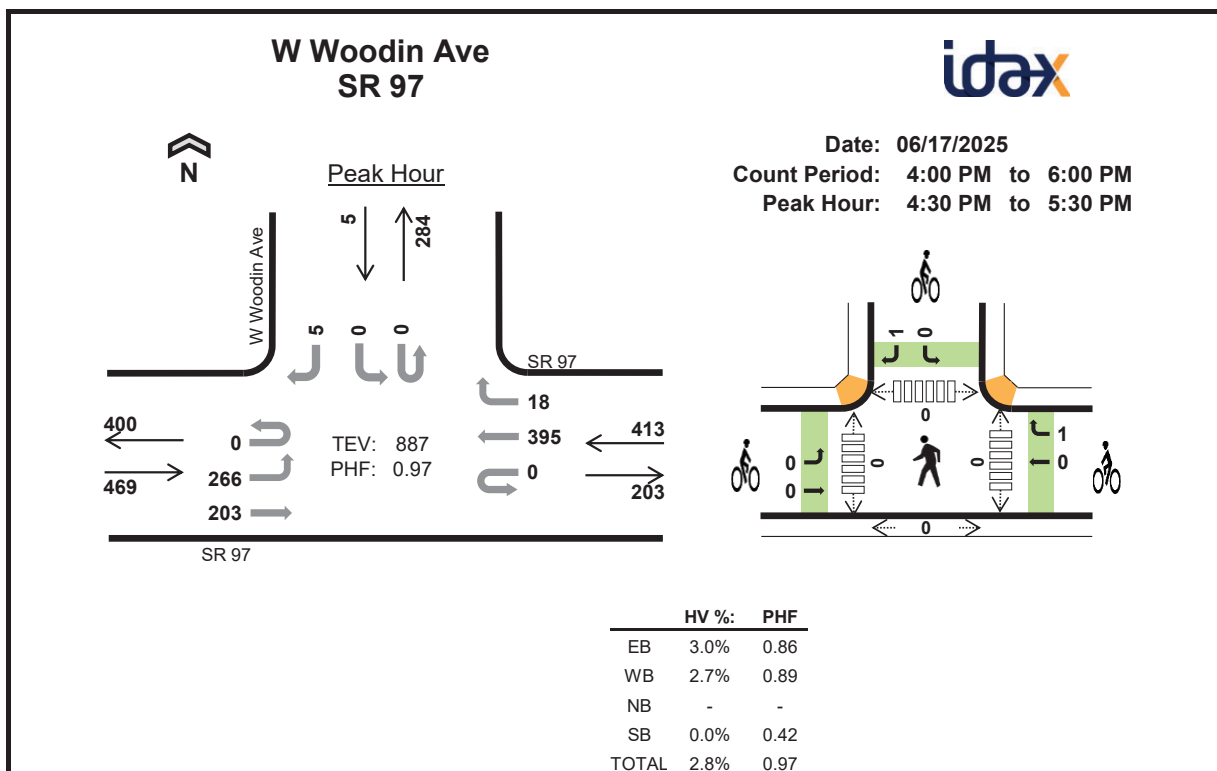
### Two-Hour Count Summaries - Heavy Vehicles

| Interval<br>Start | SR 97     |    |    |    | SR 97     |    |    |    | Farnham St |    |    |    | 0          |    |    |    | 15-min<br>Total | Rolling<br>One Hour |
|-------------------|-----------|----|----|----|-----------|----|----|----|------------|----|----|----|------------|----|----|----|-----------------|---------------------|
|                   | Eastbound |    |    |    | Westbound |    |    |    | Northbound |    |    |    | Southbound |    |    |    |                 |                     |
|                   | UT        | LT | TH | RT | UT        | LT | TH | RT | UT         | LT | TH | RT | UT         | LT | TH | RT |                 |                     |
| 4:00 PM           | 0         | 0  | 5  | 0  | 0         | 0  | 2  | 0  | 0          | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 7               | 0                   |
| 4:15 PM           | 0         | 0  | 2  | 0  | 0         | 0  | 2  | 0  | 0          | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 4               | 0                   |
| 4:30 PM           | 0         | 0  | 3  | 0  | 0         | 2  | 2  | 0  | 0          | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 7               | 0                   |
| 4:45 PM           | 0         | 0  | 2  | 0  | 0         | 0  | 4  | 0  | 0          | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 6               | 24                  |
| 5:00 PM           | 0         | 0  | 1  | 0  | 0         | 1  | 2  | 0  | 0          | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 4               | 21                  |
| 5:15 PM           | 0         | 0  | 6  | 0  | 0         | 0  | 4  | 0  | 0          | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 10              | 27                  |
| 5:30 PM           | 0         | 0  | 1  | 0  | 0         | 0  | 3  | 0  | 0          | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 4               | 24                  |
| 5:45 PM           | 0         | 0  | 2  | 0  | 0         | 0  | 2  | 0  | 0          | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 4               | 22                  |
| Count Total       | 0         | 0  | 22 | 0  | 0         | 3  | 21 | 0  | 0          | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 46              | 0                   |
| Peak Hour         | 0         | 0  | 12 | 0  | 0         | 3  | 12 | 0  | 0          | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 27              | 0                   |

### Two-Hour Count Summaries - Bikes

| Interval<br>Start | SR 97     |    |    | SR 97     |    |    | Farnham St |    |    | 0          |    |    | 15-min<br>Total | Rolling<br>One Hour |
|-------------------|-----------|----|----|-----------|----|----|------------|----|----|------------|----|----|-----------------|---------------------|
|                   | Eastbound |    |    | Westbound |    |    | Northbound |    |    | Southbound |    |    |                 |                     |
|                   | LT        | TH | RT | LT        | TH | RT | LT         | TH | RT | LT         | TH | RT |                 |                     |
| 4:00 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0          | 0  | 0  | 0          | 0  | 0  | 0               | 0                   |
| 4:15 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0          | 0  | 0  | 0          | 0  | 0  | 0               | 0                   |
| 4:30 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0          | 0  | 0  | 0          | 0  | 0  | 0               | 0                   |
| 4:45 PM           | 0         | 0  | 0  | 0         | 1  | 0  | 0          | 0  | 0  | 0          | 0  | 0  | 1               | 1                   |
| 5:00 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0          | 0  | 0  | 0          | 0  | 0  | 0               | 1                   |
| 5:15 PM           | 0         | 0  | 0  | 1         | 0  | 0  | 0          | 0  | 0  | 0          | 0  | 0  | 1               | 2                   |
| 5:30 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0          | 0  | 0  | 0          | 0  | 0  | 0               | 2                   |
| 5:45 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0          | 0  | 0  | 0          | 0  | 0  | 0               | 1                   |
| Count Total       | 0         | 0  | 0  | 1         | 1  | 0  | 0          | 0  | 0  | 0          | 0  | 0  | 2               | 0                   |
| Peak Hour         | 0         | 0  | 0  | 1         | 1  | 0  | 0          | 0  | 0  | 0          | 0  | 0  | 2               | 0                   |

Note: U-Turn volumes for bikes are included in Left-Turn, if any.



### Two-Hour Count Summaries

| Interval Start | SR 97 Eastbound |     |     |     | SR 97 Westbound |    |     |     | SR 97 Northbound |    |    |    | W Woodin Ave Southbound |    |    |    | 15-min Total | Rolling One Hour |
|----------------|-----------------|-----|-----|-----|-----------------|----|-----|-----|------------------|----|----|----|-------------------------|----|----|----|--------------|------------------|
|                | UT              | LT  | TH  | RT  | UT              | LT | TH  | RT  | UT               | LT | TH | RT | UT                      | LT | TH | RT |              |                  |
| 4:00 PM        | 0               | 72  | 53  | 0   | 0               | 0  | 84  | 4   | 0                | 0  | 0  | 0  | 0                       | 0  | 0  | 0  | 213          | 0                |
| 4:15 PM        | 0               | 52  | 48  | 0   | 0               | 0  | 78  | 8   | 0                | 0  | 0  | 0  | 0                       | 0  | 0  | 2  | 188          | 0                |
| 4:30 PM        | 0               | 61  | 48  | 0   | 0               | 0  | 109 | 7   | 0                | 0  | 0  | 0  | 0                       | 0  | 0  | 0  | 225          | 0                |
| 4:45 PM        | 0               | 58  | 48  | 0   | 0               | 0  | 98  | 3   | 0                | 0  | 0  | 0  | 0                       | 0  | 0  | 3  | 210          | 836              |
| 5:00 PM        | 0               | 70  | 48  | 0   | 0               | 0  | 104 | 5   | 0                | 0  | 0  | 0  | 0                       | 0  | 0  | 2  | 229          | 852              |
| 5:15 PM        | 0               | 77  | 59  | 0   | 0               | 0  | 84  | 3   | 0                | 0  | 0  | 0  | 0                       | 0  | 0  | 0  | 223          | 887              |
| 5:30 PM        | 0               | 66  | 41  | 0   | 0               | 0  | 89  | 5   | 0                | 0  | 0  | 0  | 0                       | 0  | 0  | 3  | 204          | 866              |
| 5:45 PM        | 0               | 56  | 46  | 0   | 0               | 0  | 71  | 2   | 0                | 0  | 0  | 0  | 0                       | 1  | 0  | 1  | 177          | 833              |
| Count Total    | 0               | 512 | 391 | 0   | 0               | 0  | 717 | 37  | 0                | 0  | 0  | 0  | 0                       | 1  | 0  | 11 | 1,669        | 0                |
| Peak Hour      | All             | 0   | 266 | 203 | 0               | 0  | 0   | 395 | 18               | 0  | 0  | 0  | 0                       | 0  | 0  | 5  | 887          | 0                |
|                | HV              | 0   | 1   | 13  | 0               | 0  | 0   | 11  | 0                | 0  | 0  | 0  | 0                       | 0  | 0  | 0  | 25           | 0                |
|                | HV%             | -   | 0%  | 6%  | -               | -  | -   | 3%  | 0%               | -  | -  | -  | -                       | -  | -  | 0% | 3%           | 0                |

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

| Interval Start | Heavy Vehicle Totals |    |    |    |       | Bicycles |    |    |    |       | Pedestrians (Crossing Leg) |      |       |       |       |
|----------------|----------------------|----|----|----|-------|----------|----|----|----|-------|----------------------------|------|-------|-------|-------|
|                | EB                   | WB | NB | SB | Total | EB       | WB | NB | SB | Total | East                       | West | North | South | Total |
| 4:00 PM        | 4                    | 2  | 0  | 0  | 6     | 0        | 0  | 0  | 0  | 0     | 0                          | 0    | 0     | 0     | 0     |
| 4:15 PM        | 2                    | 2  | 0  | 0  | 4     | 1        | 0  | 0  | 0  | 1     | 0                          | 0    | 0     | 0     | 0     |
| 4:30 PM        | 4                    | 3  | 0  | 0  | 7     | 0        | 0  | 0  | 0  | 0     | 0                          | 0    | 0     | 0     | 0     |
| 4:45 PM        | 2                    | 3  | 0  | 0  | 5     | 0        | 1  | 0  | 1  | 2     | 0                          | 0    | 0     | 0     | 0     |
| 5:00 PM        | 2                    | 0  | 0  | 0  | 2     | 0        | 0  | 0  | 0  | 0     | 0                          | 0    | 0     | 0     | 0     |
| 5:15 PM        | 6                    | 5  | 0  | 0  | 11    | 0        | 0  | 0  | 0  | 0     | 0                          | 0    | 0     | 0     | 0     |
| 5:30 PM        | 1                    | 3  | 0  | 0  | 4     | 0        | 0  | 0  | 0  | 0     | 0                          | 0    | 0     | 0     | 0     |
| 5:45 PM        | 3                    | 3  | 0  | 0  | 6     | 1        | 0  | 0  | 0  | 1     | 0                          | 0    | 0     | 0     | 0     |
| Count Total    | 24                   | 21 | 0  | 0  | 45    | 2        | 1  | 0  | 1  | 4     | 0                          | 0    | 0     | 0     | 0     |
| Peak Hr        | 14                   | 11 | 0  | 0  | 25    | 0        | 1  | 0  | 1  | 2     | 0                          | 0    | 0     | 0     | 0     |

**Two-Hour Count Summaries - Heavy Vehicles**

| Interval<br>Start | SR 97     |    |    |    | SR 97     |    |    |    | 0          |    |    |    | W Woodin Ave |    |    |    | 15-min<br>Total | Rolling<br>One Hour |
|-------------------|-----------|----|----|----|-----------|----|----|----|------------|----|----|----|--------------|----|----|----|-----------------|---------------------|
|                   | Eastbound |    |    |    | Westbound |    |    |    | Northbound |    |    |    | Southbound   |    |    |    |                 |                     |
|                   | UT        | LT | TH | RT | UT        | LT | TH | RT | UT         | LT | TH | RT | UT           | LT | TH | RT |                 |                     |
| 4:00 PM           | 0         | 0  | 4  | 0  | 0         | 0  | 2  | 0  | 0          | 0  | 0  | 0  | 0            | 0  | 0  | 0  | 6               | 0                   |
| 4:15 PM           | 0         | 0  | 2  | 0  | 0         | 0  | 2  | 0  | 0          | 0  | 0  | 0  | 0            | 0  | 0  | 0  | 4               | 0                   |
| 4:30 PM           | 0         | 0  | 4  | 0  | 0         | 0  | 3  | 0  | 0          | 0  | 0  | 0  | 0            | 0  | 0  | 0  | 7               | 0                   |
| 4:45 PM           | 0         | 0  | 2  | 0  | 0         | 0  | 3  | 0  | 0          | 0  | 0  | 0  | 0            | 0  | 0  | 0  | 5               | 22                  |
| 5:00 PM           | 0         | 1  | 1  | 0  | 0         | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 0            | 0  | 0  | 0  | 2               | 18                  |
| 5:15 PM           | 0         | 0  | 6  | 0  | 0         | 0  | 5  | 0  | 0          | 0  | 0  | 0  | 0            | 0  | 0  | 0  | 11              | 25                  |
| 5:30 PM           | 0         | 0  | 1  | 0  | 0         | 0  | 3  | 0  | 0          | 0  | 0  | 0  | 0            | 0  | 0  | 0  | 4               | 22                  |
| 5:45 PM           | 0         | 1  | 2  | 0  | 0         | 0  | 3  | 0  | 0          | 0  | 0  | 0  | 0            | 0  | 0  | 0  | 6               | 23                  |
| Count Total       | 0         | 2  | 22 | 0  | 0         | 0  | 21 | 0  | 0          | 0  | 0  | 0  | 0            | 0  | 0  | 0  | 45              | 0                   |
| Peak Hour         | 0         | 1  | 13 | 0  | 0         | 0  | 11 | 0  | 0          | 0  | 0  | 0  | 0            | 0  | 0  | 0  | 25              | 0                   |

**Two-Hour Count Summaries - Bikes**

| Interval<br>Start | SR 97     |    |    | SR 97     |    |    | 0          |    |    | W Woodin Ave |    |    | 15-min<br>Total | Rolling<br>One Hour |
|-------------------|-----------|----|----|-----------|----|----|------------|----|----|--------------|----|----|-----------------|---------------------|
|                   | Eastbound |    |    | Westbound |    |    | Northbound |    |    | Southbound   |    |    |                 |                     |
|                   | LT        | TH | RT | LT        | TH | RT | LT         | TH | RT | LT           | TH | RT |                 |                     |
| 4:00 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0          | 0  | 0  | 0            | 0  | 0  | 0               | 0                   |
| 4:15 PM           | 0         | 1  | 0  | 0         | 0  | 0  | 0          | 0  | 0  | 0            | 0  | 0  | 1               | 0                   |
| 4:30 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0          | 0  | 0  | 0            | 0  | 0  | 0               | 0                   |
| 4:45 PM           | 0         | 0  | 0  | 0         | 0  | 1  | 0          | 0  | 0  | 0            | 0  | 1  | 2               | 3                   |
| 5:00 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0          | 0  | 0  | 0            | 0  | 0  | 0               | 3                   |
| 5:15 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0          | 0  | 0  | 0            | 0  | 0  | 0               | 2                   |
| 5:30 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0          | 0  | 0  | 0            | 0  | 0  | 0               | 2                   |
| 5:45 PM           | 1         | 0  | 0  | 0         | 0  | 0  | 0          | 0  | 0  | 0            | 0  | 0  | 1               | 1                   |
| Count Total       | 1         | 1  | 0  | 0         | 0  | 1  | 0          | 0  | 0  | 0            | 0  | 1  | 4               | 0                   |
| Peak Hour         | 0         | 0  | 0  | 0         | 0  | 1  | 0          | 0  | 0  | 0            | 0  | 1  | 2               | 0                   |

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

# Peterson PI SR 97

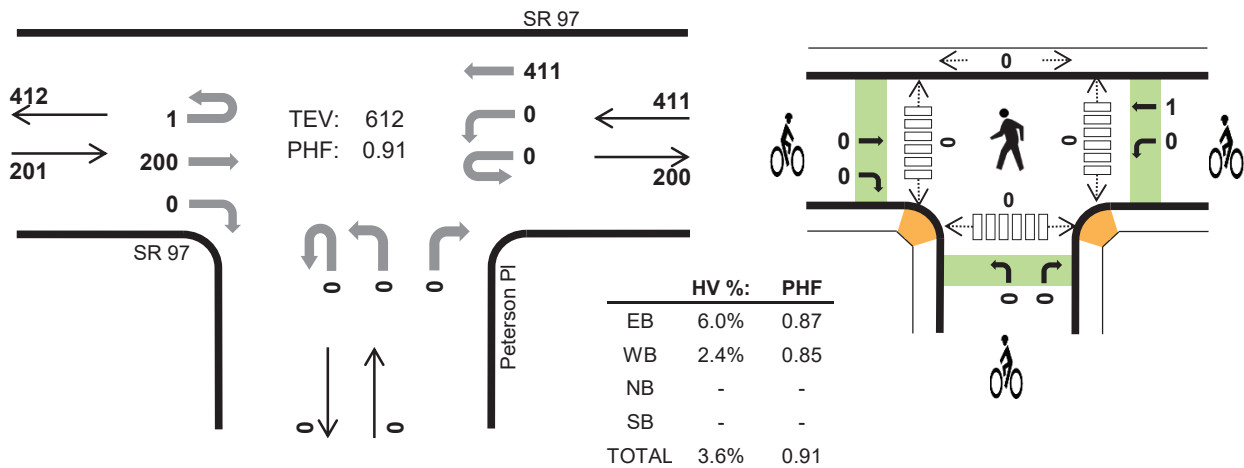


Peak Hour

Date: 06/17/2025

Count Period: 4:00 PM to 6:00 PM

Peak Hour: 4:30 PM to 5:30 PM



## Two-Hour Count Summaries

| Interval Start | SR 97 Eastbound |    |     |     | SR 97 Westbound |    |     |     | Peterson PI Northbound |    |    |    | Peterson PI Southbound |    |    |    | 15-min Total | Rolling One Hour |
|----------------|-----------------|----|-----|-----|-----------------|----|-----|-----|------------------------|----|----|----|------------------------|----|----|----|--------------|------------------|
|                | UT              | LT | TH  | RT  | UT              | LT | TH  | RT  | UT                     | LT | TH | RT | UT                     | LT | TH | RT |              |                  |
| 4:00 PM        | 0               | 0  | 54  | 0   | 0               | 1  | 92  | 0   | 0                      | 0  | 0  | 1  | 0                      | 0  | 0  | 0  | 148          | 0                |
| 4:15 PM        | 0               | 0  | 47  | 0   | 0               | 0  | 88  | 0   | 0                      | 0  | 0  | 0  | 0                      | 0  | 0  | 0  | 135          | 0                |
| 4:30 PM        | 1               | 0  | 42  | 0   | 0               | 0  | 109 | 0   | 0                      | 0  | 0  | 0  | 0                      | 0  | 0  | 0  | 152          | 0                |
| 4:45 PM        | 0               | 0  | 53  | 0   | 0               | 0  | 97  | 0   | 0                      | 0  | 0  | 0  | 0                      | 0  | 0  | 0  | 150          | 585              |
| 5:00 PM        | 0               | 0  | 47  | 0   | 0               | 0  | 121 | 0   | 0                      | 0  | 0  | 0  | 0                      | 0  | 0  | 0  | 168          | 605              |
| 5:15 PM        | 0               | 0  | 58  | 0   | 0               | 0  | 84  | 0   | 0                      | 0  | 0  | 0  | 0                      | 0  | 0  | 0  | 142          | 612              |
| 5:30 PM        | 0               | 0  | 43  | 0   | 0               | 0  | 91  | 0   | 0                      | 0  | 0  | 0  | 0                      | 0  | 0  | 0  | 134          | 594              |
| 5:45 PM        | 0               | 0  | 47  | 0   | 0               | 0  | 71  | 0   | 0                      | 0  | 0  | 0  | 0                      | 0  | 0  | 0  | 118          | 562              |
| Count Total    | 1               | 0  | 391 | 0   | 0               | 1  | 753 | 0   | 0                      | 0  | 0  | 1  | 0                      | 0  | 0  | 0  | 1,147        | 0                |
| Peak Hour      | All             | 1  | 0   | 200 | 0               | 0  | 0   | 411 | 0                      | 0  | 0  | 0  | 0                      | 0  | 0  | 0  | 612          | 0                |
|                | HV              | 0  | 0   | 12  | 0               | 0  | 0   | 10  | 0                      | 0  | 0  | 0  | 0                      | 0  | 0  | 0  | 22           | 0                |
|                | HV%             | 0% | -   | 6%  | -               | -  | -   | 2%  | -                      | -  | -  | -  | -                      | -  | -  | -  | 4%           | 0                |

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

| Interval Start | Heavy Vehicle Totals |    |    |    |       | Bicycles |    |    |    |       | Pedestrians (Crossing Leg) |      |       |       |       |
|----------------|----------------------|----|----|----|-------|----------|----|----|----|-------|----------------------------|------|-------|-------|-------|
|                | EB                   | WB | NB | SB | Total | EB       | WB | NB | SB | Total | East                       | West | North | South | Total |
| 4:00 PM        | 5                    | 2  | 0  | 0  | 7     | 0        | 0  | 0  | 0  | 0     | 0                          | 0    | 0     | 0     | 0     |
| 4:15 PM        | 2                    | 3  | 0  | 0  | 5     | 1        | 0  | 0  | 0  | 1     | 0                          | 0    | 0     | 0     | 0     |
| 4:30 PM        | 3                    | 2  | 0  | 0  | 5     | 0        | 0  | 0  | 0  | 0     | 0                          | 0    | 0     | 0     | 0     |
| 4:45 PM        | 2                    | 4  | 0  | 0  | 6     | 0        | 1  | 0  | 0  | 1     | 0                          | 0    | 0     | 0     | 0     |
| 5:00 PM        | 1                    | 0  | 0  | 0  | 1     | 0        | 0  | 0  | 0  | 0     | 0                          | 0    | 0     | 0     | 0     |
| 5:15 PM        | 6                    | 4  | 0  | 0  | 10    | 0        | 0  | 0  | 0  | 0     | 0                          | 0    | 0     | 0     | 0     |
| 5:30 PM        | 1                    | 3  | 0  | 0  | 4     | 0        | 0  | 0  | 0  | 0     | 0                          | 0    | 0     | 0     | 0     |
| 5:45 PM        | 2                    | 3  | 0  | 0  | 5     | 0        | 0  | 0  | 0  | 0     | 0                          | 0    | 0     | 0     | 0     |
| Count Total    | 22                   | 21 | 0  | 0  | 43    | 1        | 1  | 0  | 0  | 2     | 0                          | 0    | 0     | 0     | 0     |
| Peak Hr        | 12                   | 10 | 0  | 0  | 22    | 0        | 1  | 0  | 0  | 1     | 0                          | 0    | 0     | 0     | 0     |

## Two-Hour Count Summaries - Heavy Vehicles

| Interval<br>Start | SR 97     |    |    |    | SR 97     |    |    |    | Peterson PI |    |    |    | 0          |    |    |    | 15-min<br>Total | Rolling<br>One Hour |
|-------------------|-----------|----|----|----|-----------|----|----|----|-------------|----|----|----|------------|----|----|----|-----------------|---------------------|
|                   | Eastbound |    |    |    | Westbound |    |    |    | Northbound  |    |    |    | Southbound |    |    |    |                 |                     |
|                   | UT        | LT | TH | RT | UT        | LT | TH | RT | UT          | LT | TH | RT | UT         | LT | TH | RT |                 |                     |
| 4:00 PM           | 0         | 0  | 5  | 0  | 0         | 0  | 2  | 0  | 0           | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 7               | 0                   |
| 4:15 PM           | 0         | 0  | 2  | 0  | 0         | 0  | 3  | 0  | 0           | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 5               | 0                   |
| 4:30 PM           | 0         | 0  | 3  | 0  | 0         | 0  | 2  | 0  | 0           | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 5               | 0                   |
| 4:45 PM           | 0         | 0  | 2  | 0  | 0         | 0  | 4  | 0  | 0           | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 6               | 23                  |
| 5:00 PM           | 0         | 0  | 1  | 0  | 0         | 0  | 0  | 0  | 0           | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 1               | 17                  |
| 5:15 PM           | 0         | 0  | 6  | 0  | 0         | 0  | 4  | 0  | 0           | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 10              | 22                  |
| 5:30 PM           | 0         | 0  | 1  | 0  | 0         | 0  | 3  | 0  | 0           | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 4               | 21                  |
| 5:45 PM           | 0         | 0  | 2  | 0  | 0         | 0  | 3  | 0  | 0           | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 5               | 20                  |
| Count Total       | 0         | 0  | 22 | 0  | 0         | 0  | 21 | 0  | 0           | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 43              | 0                   |
| Peak Hour         | 0         | 0  | 12 | 0  | 0         | 0  | 10 | 0  | 0           | 0  | 0  | 0  | 0          | 0  | 0  | 0  | 22              | 0                   |

## Two-Hour Count Summaries - Bikes

| Interval<br>Start | SR 97     |    |    | SR 97     |    |    | Peterson PI |    |    | 0          |    |    | 15-min<br>Total | Rolling<br>One Hour |
|-------------------|-----------|----|----|-----------|----|----|-------------|----|----|------------|----|----|-----------------|---------------------|
|                   | Eastbound |    |    | Westbound |    |    | Northbound  |    |    | Southbound |    |    |                 |                     |
|                   | LT        | TH | RT | LT        | TH | RT | LT          | TH | RT | LT         | TH | RT |                 |                     |
| 4:00 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0           | 0  | 0  | 0          | 0  | 0  | 0               | 0                   |
| 4:15 PM           | 0         | 1  | 0  | 0         | 0  | 0  | 0           | 0  | 0  | 0          | 0  | 0  | 1               | 0                   |
| 4:30 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0           | 0  | 0  | 0          | 0  | 0  | 0               | 0                   |
| 4:45 PM           | 0         | 0  | 0  | 0         | 1  | 0  | 0           | 0  | 0  | 0          | 0  | 0  | 1               | 2                   |
| 5:00 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0           | 0  | 0  | 0          | 0  | 0  | 0               | 2                   |
| 5:15 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0           | 0  | 0  | 0          | 0  | 0  | 0               | 1                   |
| 5:30 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0           | 0  | 0  | 0          | 0  | 0  | 0               | 1                   |
| 5:45 PM           | 0         | 0  | 0  | 0         | 0  | 0  | 0           | 0  | 0  | 0          | 0  | 0  | 0               | 0                   |
| Count Total       | 0         | 1  | 0  | 0         | 1  | 0  | 0           | 0  | 0  | 0          | 0  | 0  | 2               | 0                   |
| Peak Hour         | 0         | 0  | 0  | 0         | 1  | 0  | 0           | 0  | 0  | 0          | 0  | 0  | 1               | 0                   |

Note: U-Turn volumes for bikes are included in Left-Turn, if any.



# AppenLix C

WSDOT Crash History







## AppenLix D

1level of Service (1OS) MethoLology anL Calculations



# Level of Service Methodology

Level of Service (LOS) generally refers to the degree of congestion at an intersection. It is a measure of vehicle operating speed, travel time, travel delays, and driving comfort. A letter scale from A to F generally describes intersection LOS.

**Signalized Intersection LOS** represents the average control delay (sec/veh) and can be reported for the overall intersection, for each approach, and for each lane group (additional v/c ratio criteria apply to lane group LOS only). The table below outlines the HCM (7<sup>th</sup> Edition) LOS criteria for signalized intersections.

## LOS Criteria for Signalized Intersections <sup>1</sup>

| Control Delay (sec/veh) | Level of Service <sup>2</sup> | General Description <sup>3</sup>                                                                                                                                           |
|-------------------------|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ≤ 10                    | A                             | Exceptionally Favorable Progression (or very short cycle lengths) – Most vehicles arrive during the green indication and travel through the intersection without stopping. |
| > 10 to ≤ 20            | B                             | Highly Favorable Progression (or short cycle lengths) – While more vehicles than LOS A stop, most vehicles still pass through the intersection without stopping.           |
| > 20 to ≤ 35            | C                             | Favorable Progression (or moderate cycle lengths) – Individual cycle failures begin to appear, but many vehicles still pass through the intersection without stopping.     |
| > 35 to ≤ 55            | D                             | Ineffective Progression (or long cycle lengths) – Many vehicles stop and individual cycle failures are noticeable.                                                         |
| > 55 to ≤ 80            | E                             | Unfavorable Progression (and long cycle lengths) – Individual cycle failures are frequent.                                                                                 |
| > 80                    | F                             | Very Poor Progression (and long cycle lengths) – Most cycles fail to clear the queue at this level.                                                                        |

<sup>1</sup> Source: Highway Capacity Manual 7<sup>th</sup> Edition, Transportation Research Board, 2022.

<sup>2</sup> If the volume-to-capacity (v/c) ratio for a lane group exceeds 1.0, LOS F is assigned to the individual lane group. For approach-based and intersection-wide assessments at signals, LOS is defined solely by control delay.

<sup>3</sup> Individual cycle failures: one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle.

Synchro 12 and/or HCM 2000 LOS methodology may be used when HCM 7<sup>th</sup> Edition methodology is not supported at an intersection (i.e., intersection geometry and/or custom phasing) or jurisdictional standards require use of an alternative methodology.

**Unsignalized Intersection LOS** (two-way stop control, all-way stop control, and roundabouts) is based on the average control delay. For two-way stop-controlled intersections, the LOS criteria apply to each controlled minor-street approach, controlled minor-street lane group, and controlled major-street movement (additional v/c ratio criteria apply to lane group LOS only). LOS is not calculated for major-street approaches or for the intersection as a whole at two-way stop-controlled intersections. For all-way stop-controlled intersections and roundabouts, LOS can be reported for the overall intersection, for each approach, and for each lane group (additional v/c ratio criteria apply to lane group LOS only). The table below outlines the HCM (7<sup>th</sup> Edition) LOS criteria for unsignalized intersections based on these methodologies.

Note: LOS reported for WSDOT roundabouts use signalized intersection delay criteria, per *WSDOT Sidra Policy Settings*.

## LOS Criteria for Unsignalized Intersections<sup>1</sup>

| Control Delay (sec/veh) | Level of Service <sup>2</sup> |
|-------------------------|-------------------------------|
| ≤ 10                    | A                             |
| > 10 to ≤ 15            | B                             |
| > 15 to ≤ 25            | C                             |
| > 25 to ≤ 35            | D                             |
| > 35 to ≤ 50            | E                             |
| > 50                    | F                             |

<sup>1</sup> Source: Highway Capacity Manual 7<sup>th</sup> Edition, Transportation Research Board, 2022.

<sup>2</sup> If the volume-to-capacity (v/c) ratio for a lane group exceeds 1.0, LOS F is assigned to the individual lane group. For approach-based and intersection-wide assessments at unsignalized intersections, LOS is defined solely by control delay.



2025 Existing

Lanes, Volumes, Timings  
1: SR 97 & W Woodin Ave

08/26/2025



| Lane Group              | EBL  | EBT  | WBT  | WBR  | SBL  | SBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     |      |      |      |      |      |      |
| Traffic Volume (vph)    | 266  | 203  | 395  | 18   | 0    | 5    |
| Future Volume (vph)     | 266  | 203  | 395  | 18   | 0    | 5    |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     | 220  |      |      | 0    | 0    | 0    |
| Storage Lanes           | 1    |      |      | 0    | 1    | 0    |
| Taper Length (ft)       | 25   |      |      |      | 25   |      |
| Link Speed (mph)        |      | 30   | 30   |      | 30   |      |
| Link Distance (ft)      |      | 382  | 100  |      | 179  |      |
| Travel Time (s)         |      | 8.7  | 2.3  |      | 4.1  |      |
| Peak Hour Factor        | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 |
| Heavy Vehicles (%)      | 3%   | 3%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            |      | Free | Free |      | Stop |      |

Intersection Summary

Area Type: Other  
Control Type: Unsignalized

HCM 7th TWSC  
1: SR 97 & W Woodin Ave

08/26/2025

**Intersection**

Int Delay, s/veh 2.8

**Movement** EBL EBT WBT WBR SBL SBRLane Configurations 

Traffic Vol, veh/h 266 203 395 18 0 5

Future Vol, veh/h 266 203 395 18 0 5

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Free Free Free Free Stop Stop

RT Channelized - None - None - None

Storage Length 220 - - - 0 -

Veh in Median Storage, # 0 0 - 0 -

Grade, % - 0 0 - 0 -

Peak Hour Factor 97 97 97 97 97 97

Heavy Vehicles, % 3 3 3 3 0 0

Mvmt Flow 274 209 407 19 0 5

**Major/Minor** Major1 Major2 Minor2

Conflicting Flow All 426 0 - 0 1174 416

Stage 1 - - - - 416 -

Stage 2 - - - - 758 -

Critical Hdwy 4.13 - - - 6.4 6.2

Critical Hdwy Stg 1 - - - - 5.4 -

Critical Hdwy Stg 2 - - - - 5.4 -

Follow-up Hdwy 2.227 - - - 3.5 3.3

Pot Cap-1 Maneuver 1128 - - - 214 641

Stage 1 - - - - 670 -

Stage 2 - - - - 466 -

Platoon blocked, % - - - -

Mov Cap-1 Maneuver 1128 - - - 162 641

Mov Cap-2 Maneuver - - - - 162 -

Stage 1 - - - - 507 -

Stage 2 - - - - 466 -

**Approach** EB WB SB

HCM Ctrl Dly, s/v 5.23 0 10.67

HCM LOS B

**Minor Lane/Major Mvmt** EBL EBT WBT WBR SBLn1

Capacity (veh/h) 1128 - - - 641

HCM Lane V/C Ratio 0.243 - - - 0.008

HCM Ctrl Dly (s/v) 9.2 - - - 10.7

HCM Lane LOS A - - - B

HCM 95th %tile Q(veh) 1 - - - 0

Lanes, Volumes, Timings  
2: Peterson Place & SR 97

08/26/2025

|                         |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
|-------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
|                         |  |  |  |  |  |  |
| Lane Group              | EBT                                                                               | EBR                                                                               | WBL                                                                               | WBT                                                                               | NBL                                                                               | NBR                                                                               |
| Lane Configurations     |  |                                                                                   |                                                                                   |  |  |                                                                                   |
| Traffic Volume (vph)    | 201                                                                               | 0                                                                                 | 0                                                                                 | 411                                                                               | 0                                                                                 | 0                                                                                 |
| Future Volume (vph)     | 201                                                                               | 0                                                                                 | 0                                                                                 | 411                                                                               | 0                                                                                 | 0                                                                                 |
| Ideal Flow (vphpl)      | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              |
| Grade (%)               | 0%                                                                                |                                                                                   |                                                                                   | 0%                                                                                | -7%                                                                               |                                                                                   |
| Link Speed (mph)        | 30                                                                                |                                                                                   |                                                                                   | 30                                                                                | 25                                                                                |                                                                                   |
| Link Distance (ft)      | 100                                                                               |                                                                                   |                                                                                   | 130                                                                               | 151                                                                               |                                                                                   |
| Travel Time (s)         | 2.3                                                                               |                                                                                   |                                                                                   | 3.0                                                                               | 4.1                                                                               |                                                                                   |
| Peak Hour Factor        | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              |
| Heavy Vehicles (%)      | 6%                                                                                | 6%                                                                                | 2%                                                                                | 2%                                                                                | 0%                                                                                | 0%                                                                                |
| Shared Lane Traffic (%) |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Sign Control            | Free                                                                              |                                                                                   |                                                                                   | Free                                                                              | Stop                                                                              |                                                                                   |
| Intersection Summary    |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Area Type:              | Other                                                                             |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Control Type:           | Unsignalized                                                                      |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |



HCM 7th TWSC  
2: Peterson Place & SR 97

08/26/2025

| Intersection             |                                                                                   |        |       |        |      |      |
|--------------------------|-----------------------------------------------------------------------------------|--------|-------|--------|------|------|
| Int Delay, s/veh         | 0                                                                                 |        |       |        |      |      |
| Movement                 | EBT                                                                               | EBR    | WBL   | WBT    | NBL  | NBR  |
| Lane Configurations      |  |        |       |        |      |      |
| Traffic Vol, veh/h       | 201                                                                               | 0      | 0     | 411    | 0    | 0    |
| Future Vol, veh/h        | 201                                                                               | 0      | 0     | 411    | 0    | 0    |
| Conflicting Peds, #/hr   | 0                                                                                 | 0      | 0     | 0      | 0    | 0    |
| Sign Control             | Free                                                                              | Free   | Free  | Free   | Stop | Stop |
| RT Channelized           | -                                                                                 | None   | -     | None   | -    | None |
| Storage Length           | -                                                                                 | -      | -     | -      | 0    | -    |
| Veh in Median Storage, # | -                                                                                 | -      | -     | 0      | 0    | -    |
| Grade, %                 | 0                                                                                 | -      | -     | 0      | -7   | -    |
| Peak Hour Factor         | 91                                                                                | 91     | 91    | 91     | 91   | 91   |
| Heavy Vehicles, %        | 6                                                                                 | 6      | 2     | 2      | 0    | 0    |
| Mvmt Flow                | 221                                                                               | 0      | 0     | 452    | 0    | 0    |
|                          |                                                                                   |        |       |        |      |      |
| Major/Minor              | Major1                                                                            | Major2 |       | Minor1 |      |      |
| Conflicting Flow All     | 0                                                                                 | 0      | 221   | 0      | 673  | 221  |
| Stage 1                  | -                                                                                 | -      | -     | -      | 221  | -    |
| Stage 2                  | -                                                                                 | -      | -     | -      | 452  | -    |
| Critical Hdwy            | -                                                                                 | -      | 4.12  | -      | 5    | 5.5  |
| Critical Hdwy Stg 1      | -                                                                                 | -      | -     | -      | 4    | -    |
| Critical Hdwy Stg 2      | -                                                                                 | -      | -     | -      | 4    | -    |
| Follow-up Hdwy           | -                                                                                 | -      | 2.218 | -      | 3.5  | 3.3  |
| Pot Cap-1 Maneuver       | -                                                                                 | -      | 1348  | -      | 551  | 860  |
| Stage 1                  | -                                                                                 | -      | -     | -      | 894  | -    |
| Stage 2                  | -                                                                                 | -      | -     | -      | 769  | -    |
| Platoon blocked, %       | -                                                                                 | -      | -     | -      | -    | -    |
| Mov Cap-1 Maneuver       | -                                                                                 | -      | 1348  | -      | 551  | 860  |
| Mov Cap-2 Maneuver       | -                                                                                 | -      | -     | -      | 551  | -    |
| Stage 1                  | -                                                                                 | -      | -     | -      | 894  | -    |
| Stage 2                  | -                                                                                 | -      | -     | -      | 769  | -    |
|                          |                                                                                   |        |       |        |      |      |
|                          |                                                                                   |        |       |        |      |      |
| Approach                 | EB                                                                                |        | WB    |        | NB   |      |
| HCM Ctrl Dly, s/v        | 0                                                                                 |        | 0     |        | 0    |      |
| HCM LOS                  |                                                                                   |        |       |        | A    |      |
|                          |                                                                                   |        |       |        |      |      |
| Minor Lane/Major Mvmt    | NBLn1                                                                             | EBT    | EBR   | WBL    | WBT  |      |
| Capacity (veh/h)         | -                                                                                 | -      | -     | 1348   | -    |      |
| HCM Lane V/C Ratio       | -                                                                                 | -      | -     | -      | -    |      |
| HCM Ctrl Dly (s/v)       | 0                                                                                 | -      | -     | 0      | -    |      |
| HCM Lane LOS             | A                                                                                 | -      | -     | A      | -    |      |
| HCM 95th %tile Q(veh)    | -                                                                                 | -      | -     | 0      | -    |      |

Lanes, Volumes, Timings

3: S Farnham St & SR 97 /SR 97

08/26/2025

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| Lane Group              | EBT  | EBR  | WBL  | WBT  | NBL  | NBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     | ↰    |      | ↰    | ↱    | ↰    | ↱    |
| Traffic Volume (vph)    | 191  | 13   | 81   | 425  | 18   | 31   |
| Future Volume (vph)     | 191  | 13   | 81   | 425  | 18   | 31   |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     |      | 0    | 65   |      | 135  | 0    |
| Storage Lanes           |      | 0    | 1    |      | 1    | 1    |
| Taper Length (ft)       |      |      | 25   |      | 25   |      |
| Link Speed (mph)        | 30   |      |      | 30   | 25   |      |
| Link Distance (ft)      | 281  |      |      | 166  | 168  |      |
| Travel Time (s)         | 6.4  |      |      | 3.8  | 4.6  |      |
| Confl. Peds. (#/hr)     |      | 7    | 7    |      | 10   | 3    |
| Peak Hour Factor        | 0.93 | 0.93 | 0.93 | 0.93 | 0.93 | 0.93 |
| Heavy Vehicles (%)      | 6%   | 6%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            | Free |      |      | Free | Stop |      |

Intersection Summary

Area Type: Other

Control Type: Unsignalized

## HCM 7th TWSC

## 3: S Farnham St &amp; SR 97 /SR 97

08/26/2025

**Intersection**

Int Delay, s/veh 1.6

**Movement** EBT EBR WBL WBT NBL NBRLane Configurations 

Traffic Vol, veh/h 191 13 81 425 18 31

Future Vol, veh/h 191 13 81 425 18 31

Conflicting Peds, #/hr 0 7 7 0 10 3

Sign Control Free Free Free Free Stop Stop

RT Channelized - None - None - None

Storage Length - - 65 - 135 0

Veh in Median Storage, # - - 0 1 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 93 93 93 93 93 93

Heavy Vehicles, % 6 6 3 3 0 0

Mvmt Flow 205 14 87 457 19 33

**Major/Minor** Major1 Major2 Minor1

Conflicting Flow All 0 0 226 0 861 222

Stage 1 - - - - 219 -

Stage 2 - - - - 641 -

Critical Hdwy - - 4.13 - 6.4 6.2

Critical Hdwy Stg 1 - - - - 5.4 -

Critical Hdwy Stg 2 - - - - 5.4 -

Follow-up Hdwy - - 2.227 - 3.5 3.3

Pot Cap-1 Maneuver - - 1336 - 329 822

Stage 1 - - - - 822 -

Stage 2 - - - - 528 -

Platoon blocked, % - - - -

Mov Cap-1 Maneuver - - 1327 - 302 814

Mov Cap-2 Maneuver - - - - 401 -

Stage 1 - - - - 816 -

Stage 2 - - - - 489 -

**Approach** EB WB NB

HCM Ctrl Dly, s/v 0 1.27 11.38

HCM LOS B

**Minor Lane/Major Mvmt** NBLn1 NBLn2 EBT EBR WBL WBT

Capacity (veh/h) 401 814 - - 1327 -

HCM Lane V/C Ratio 0.048 0.041 - - 0.066 -

HCM Ctrl Dly (s/v) 14.4 9.6 - - 7.9 -

HCM Lane LOS B A - - A -

HCM 95th %tile Q(veh) 0.2 0.1 - - 0.2 -



2035 No Action  
(Without Woolin Ave Bridge Conversion Project)

Lanes, Volumes, Timings  
1: SR 97 & W Woodin Ave

08/26/2025



| Lane Group              | EBL  | EBT  | WBT  | WBR  | SBL  | SBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     |      |      |      |      |      |      |
| Traffic Volume (vph)    | 294  | 233  | 442  | 25   | 0    | 6    |
| Future Volume (vph)     | 294  | 233  | 442  | 25   | 0    | 6    |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     | 220  |      |      | 0    | 0    | 0    |
| Storage Lanes           | 1    |      |      | 0    | 1    | 0    |
| Taper Length (ft)       | 25   |      |      |      | 25   |      |
| Link Speed (mph)        |      | 30   | 30   |      | 30   |      |
| Link Distance (ft)      |      | 382  | 100  |      | 179  |      |
| Travel Time (s)         |      | 8.7  | 2.3  |      | 4.1  |      |
| Peak Hour Factor        | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 |
| Heavy Vehicles (%)      | 3%   | 3%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            |      | Free | Free |      | Stop |      |

Intersection Summary

Area Type: Other  
Control Type: Unsignalized

# HCM 7th TWSC

1: SR 97 & W Woodin Ave

08/26/2025

## Intersection

Int Delay, s/veh 2.9

Movement EBL EBT WBT WBR SBL SBR

Lane Configurations 

Traffic Vol, veh/h 294 233 442 25 0 6

Future Vol, veh/h 294 233 442 25 0 6

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Free Free Free Free Stop Stop

RT Channelized - None - None - None

Storage Length 220 - - - 0 -

Veh in Median Storage, # 0 0 - 0 -

Grade, % - 0 0 - 0 -

Peak Hour Factor 97 97 97 97 97 97

Heavy Vehicles, % 3 3 3 3 0 0

Mvmt Flow 303 240 456 26 0 6

Major/Minor Major1 Major2 Minor2

Conflicting Flow All 481 0 - 0 1315 469

Stage 1 - - - - 469 -

Stage 2 - - - - 846 -

Critical Hdwy 4.13 - - - 6.4 6.2

Critical Hdwy Stg 1 - - - - 5.4 -

Critical Hdwy Stg 2 - - - - 5.4 -

Follow-up Hdwy 2.227 - - - 3.5 3.3

Pot Cap-1 Maneuver 1076 - - - 176 599

Stage 1 - - - - 634 -

Stage 2 - - - - 424 -

Platoon blocked, % - - - -

Mov Cap-1 Maneuver 1076 - - - 126 599

Mov Cap-2 Maneuver - - - - 126 -

Stage 1 - - - - 455 -

Stage 2 - - - - 424 -

Approach EB WB SB

HCM Ctrl Dly, s/v 5.39 0 11.08

HCM LOS B

Minor Lane/Major Mvmt EBL EBT WBT WBR SBLn1

Capacity (veh/h) 1076 - - - 599

HCM Lane V/C Ratio 0.282 - - - 0.01

HCM Ctrl Dly (s/v) 9.7 - - - 11.1

HCM Lane LOS A - - - B

HCM 95th %tile Q(veh) 1.2 - - - 0

Lanes, Volumes, Timings  
2: Peterson Place & SR 97

08/26/2025

|                         |              |      |      |      |      |      |
|-------------------------|--------------|------|------|------|------|------|
|                         | →            | ↘    | ↙    | ←    | ↖    | ↗    |
| Lane Group              | EBT          | EBR  | WBL  | WBT  | NBL  | NBR  |
| Lane Configurations     | ↰            |      |      | ↱    | ↱    |      |
| Traffic Volume (vph)    | 222          | 9    | 13   | 454  | 11   | 4    |
| Future Volume (vph)     | 222          | 9    | 13   | 454  | 11   | 4    |
| Ideal Flow (vphpl)      | 1900         | 1900 | 1900 | 1900 | 1900 | 1900 |
| Grade (%)               | 0%           |      |      | 0%   | -7%  |      |
| Link Speed (mph)        | 30           |      |      | 30   | 25   |      |
| Link Distance (ft)      | 100          |      |      | 130  | 151  |      |
| Travel Time (s)         | 2.3          |      |      | 3.0  | 4.1  |      |
| Peak Hour Factor        | 0.91         | 0.91 | 0.91 | 0.91 | 0.91 | 0.91 |
| Heavy Vehicles (%)      | 6%           | 6%   | 2%   | 2%   | 0%   | 0%   |
| Shared Lane Traffic (%) |              |      |      |      |      |      |
| Sign Control            | Free         |      |      | Free | Stop |      |
| Intersection Summary    |              |      |      |      |      |      |
| Area Type:              | Other        |      |      |      |      |      |
| Control Type:           | Unsignalized |      |      |      |      |      |



HCM 7th TWSC  
2: Peterson Place & SR 97

08/26/2025

| Intersection             |                                                                                   |        |       |        |      |      |
|--------------------------|-----------------------------------------------------------------------------------|--------|-------|--------|------|------|
| Int Delay, s/veh         | 0.4                                                                               |        |       |        |      |      |
| Movement                 | EBT                                                                               | EBR    | WBL   | WBT    | NBL  | NBR  |
| Lane Configurations      |  |        |       |        |      |      |
| Traffic Vol, veh/h       | 222                                                                               | 9      | 13    | 454    | 11   | 4    |
| Future Vol, veh/h        | 222                                                                               | 9      | 13    | 454    | 11   | 4    |
| Conflicting Peds, #/hr   | 0                                                                                 | 0      | 0     | 0      | 0    | 0    |
| Sign Control             | Free                                                                              | Free   | Free  | Free   | Stop | Stop |
| RT Channelized           | -                                                                                 | None   | -     | None   | -    | None |
| Storage Length           | -                                                                                 | -      | -     | -      | 0    | -    |
| Veh in Median Storage, # | -                                                                                 | -      | -     | 0      | 0    | -    |
| Grade, %                 | 0                                                                                 | -      | -     | 0      | -7   | -    |
| Peak Hour Factor         | 91                                                                                | 91     | 91    | 91     | 91   | 91   |
| Heavy Vehicles, %        | 6                                                                                 | 6      | 2     | 2      | 0    | 0    |
| Mvmt Flow                | 244                                                                               | 10     | 14    | 499    | 12   | 4    |
|                          |                                                                                   |        |       |        |      |      |
| Major/Minor              | Major1                                                                            | Major2 |       | Minor1 |      |      |
| Conflicting Flow All     | 0                                                                                 | 0      | 254   | 0      | 776  | 249  |
| Stage 1                  | -                                                                                 | -      | -     | -      | 249  | -    |
| Stage 2                  | -                                                                                 | -      | -     | -      | 527  | -    |
| Critical Hdwy            | -                                                                                 | -      | 4.12  | -      | 5    | 5.5  |
| Critical Hdwy Stg 1      | -                                                                                 | -      | -     | -      | 4    | -    |
| Critical Hdwy Stg 2      | -                                                                                 | -      | -     | -      | 4    | -    |
| Follow-up Hdwy           | -                                                                                 | -      | 2.218 | -      | 3.5  | 3.3  |
| Pot Cap-1 Maneuver       | -                                                                                 | -      | 1311  | -      | 498  | 834  |
| Stage 1                  | -                                                                                 | -      | -     | -      | 878  | -    |
| Stage 2                  | -                                                                                 | -      | -     | -      | 732  | -    |
| Platoon blocked, %       | -                                                                                 | -      | -     | -      | -    | -    |
| Mov Cap-1 Maneuver       | -                                                                                 | -      | 1311  | -      | 491  | 834  |
| Mov Cap-2 Maneuver       | -                                                                                 | -      | -     | -      | 491  | -    |
| Stage 1                  | -                                                                                 | -      | -     | -      | 878  | -    |
| Stage 2                  | -                                                                                 | -      | -     | -      | 721  | -    |
|                          |                                                                                   |        |       |        |      |      |
|                          |                                                                                   |        |       |        |      |      |
| Approach                 | EB                                                                                | WB     |       | NB     |      |      |
| HCM Ctrl Dly, s/v        | 0                                                                                 | 0.22   |       | 11.73  |      |      |
| HCM LOS                  | B                                                                                 |        |       |        |      |      |
|                          |                                                                                   |        |       |        |      |      |
| Minor Lane/Major Mvmt    | NBLn1                                                                             | EBT    | EBR   | WBL    | WBT  |      |
| Capacity (veh/h)         | 551                                                                               | -      | -     | 50     | -    |      |
| HCM Lane V/C Ratio       | 0.03                                                                              | -      | -     | 0.011  | -    |      |
| HCM Ctrl Dly (s/v)       | 11.7                                                                              | -      | -     | 7.8    | 0    |      |
| HCM Lane LOS             | B                                                                                 | -      | -     | A      | A    |      |
| HCM 95th %tile Q(veh)    | 0.1                                                                               | -      | -     | 0      | -    |      |

Lanes, Volumes, Timings

3: S Farnham St & SR 97 /SR 97

08/26/2025

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| Lane Group              | EBT  | EBR  | WBL  | WBT  | NBL  | NBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     | ↖↗   |      | ↖↗   | ↖↗   | ↖↗   | ↖↗   |
| Traffic Volume (vph)    | 215  | 14   | 89   | 482  | 20   | 34   |
| Future Volume (vph)     | 215  | 14   | 89   | 482  | 20   | 34   |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     |      | 0    | 65   |      | 135  | 0    |
| Storage Lanes           |      | 0    | 1    |      | 1    | 1    |
| Taper Length (ft)       |      |      | 25   |      | 25   |      |
| Link Speed (mph)        | 30   |      |      | 30   | 25   |      |
| Link Distance (ft)      | 281  |      |      | 166  | 168  |      |
| Travel Time (s)         | 6.4  |      |      | 3.8  | 4.6  |      |
| Confl. Peds. (#/hr)     |      | 7    | 7    |      | 10   | 3    |
| Peak Hour Factor        | 0.93 | 0.93 | 0.93 | 0.93 | 0.93 | 0.93 |
| Heavy Vehicles (%)      | 6%   | 6%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            | Free |      |      | Free | Stop |      |

Intersection Summary

Area Type: Other

Control Type: Unsignalized

## HCM 7th TWSC

## 3: S Farnham St &amp; SR 97 /SR 97

08/26/2025

**Intersection**

Int Delay, s/veh 1.6

**Movement** EBT EBR WBL WBT NBL NBRLane Configurations 

Traffic Vol, veh/h 215 14 89 482 20 34

Future Vol, veh/h 215 14 89 482 20 34

Conflicting Peds, #/hr 0 7 7 0 10 3

Sign Control Free Free Free Free Stop Stop

RT Channelized - None - None - None

Storage Length - - 65 - 135 0

Veh in Median Storage, # - - 0 1 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 93 93 93 93 93 93

Heavy Vehicles, % 6 6 3 3 0 0

Mvmt Flow 231 15 96 518 22 37

**Major/Minor** Major1 Major2 Minor1

Conflicting Flow All 0 0 253 0 965 249

Stage 1 - - - - 246 -

Stage 2 - - - - 720 -

Critical Hdwy - - 4.13 - 6.4 6.2

Critical Hdwy Stg 1 - - - - 5.4 -

Critical Hdwy Stg 2 - - - - 5.4 -

Follow-up Hdwy - - 2.227 - 3.5 3.3

Pot Cap-1 Maneuver - - 1306 - 285 795

Stage 1 - - - - 800 -

Stage 2 - - - - 486 -

Platoon blocked, % - - - -

Mov Cap-1 Maneuver - - 1297 - 260 787

Mov Cap-2 Maneuver - - - - 363 -

Stage 1 - - - - 795 -

Stage 2 - - - - 446 -

**Approach** EB WB NB

HCM Ctrl Dly, s/v 0 1.25 11.92

HCM LOS B

**Minor Lane/Major Mvmt** NBLn1 NBLn2 EBT EBR WBL WBT

Capacity (veh/h) 363 787 - - 1297 -

HCM Lane V/C Ratio 0.059 0.046 - - 0.074 -

HCM Ctrl Dly (s/v) 15.5 9.8 - - 8 -

HCM Lane LOS C A - - A -

HCM 95th %tile Q(veh) 0.2 0.1 - - 0.2 -



2035 With Project  
(Without Woolin Ave Bridge Conversion Project)

Lanes, Volumes, Timings  
1: SR 97 & W Woodin Ave

08/26/2025



| Lane Group              | EBL  | EBT  | WBT  | WBR  | SBL  | SBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     |      |      |      |      |      |      |
| Traffic Volume (vph)    | 294  | 396  | 564  | 131  | 0    | 6    |
| Future Volume (vph)     | 294  | 396  | 564  | 131  | 0    | 6    |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     | 220  |      |      | 0    | 0    | 0    |
| Storage Lanes           | 1    |      |      | 0    | 1    | 0    |
| Taper Length (ft)       | 25   |      |      |      | 25   |      |
| Link Speed (mph)        |      | 30   | 30   |      | 30   |      |
| Link Distance (ft)      |      | 382  | 100  |      | 179  |      |
| Travel Time (s)         |      | 8.7  | 2.3  |      | 4.1  |      |
| Peak Hour Factor        | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 |
| Heavy Vehicles (%)      | 3%   | 3%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            |      | Free | Free |      | Stop |      |

Intersection Summary

Area Type: Other  
Control Type: Unsignalized

HCM 7th TWSC  
1: SR 97 & W Woodin Ave

08/26/2025

| Intersection             |                                                                                   |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 2.4                                                                               |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
| Movement                 | EBL                                                                               | EBT                                                                               | WBT                                                                               | WBR    | SBL                                                                               | SBR                                                                               |
| Lane Configurations      |  |  |  |        |  |  |
| Traffic Vol, veh/h       | 294                                                                               | 396                                                                               | 564                                                                               | 131    | 0                                                                                 | 6                                                                                 |
| Future Vol, veh/h        | 294                                                                               | 396                                                                               | 564                                                                               | 131    | 0                                                                                 | 6                                                                                 |
| Conflicting Peds, #/hr   | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0      | 0                                                                                 | 0                                                                                 |
| Sign Control             | Free                                                                              | Free                                                                              | Free                                                                              | Free   | Stop                                                                              | Stop                                                                              |
| RT Channelized           | -                                                                                 | None                                                                              | -                                                                                 | None   | -                                                                                 | None                                                                              |
| Storage Length           | 220                                                                               | -                                                                                 | -                                                                                 | -      | 0                                                                                 | -                                                                                 |
| Veh in Median Storage, # | 0                                                                                 | 0                                                                                 | -                                                                                 | 0      | -                                                                                 | -                                                                                 |
| Grade, %                 | -                                                                                 | 0                                                                                 | 0                                                                                 | -      | 0                                                                                 | -                                                                                 |
| Peak Hour Factor         | 97                                                                                | 97                                                                                | 97                                                                                | 97     | 97                                                                                | 97                                                                                |
| Heavy Vehicles, %        | 3                                                                                 | 3                                                                                 | 3                                                                                 | 3      | 0                                                                                 | 0                                                                                 |
| Mvmt Flow                | 303                                                                               | 408                                                                               | 581                                                                               | 135    | 0                                                                                 | 6                                                                                 |
|                          |                                                                                   |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
| Major/Minor              | Major1                                                                            | Major2                                                                            |                                                                                   | Minor2 |                                                                                   |                                                                                   |
| Conflicting Flow All     | 716                                                                               | 0                                                                                 | -                                                                                 | 0      | 1663                                                                              | 649                                                                               |
| Stage 1                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 649                                                                               | -                                                                                 |
| Stage 2                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 1014                                                                              | -                                                                                 |
| Critical Hdwy            | 4.13                                                                              | -                                                                                 | -                                                                                 | -      | 6.4                                                                               | 6.2                                                                               |
| Critical Hdwy Stg 1      | -                                                                                 | -                                                                                 | -                                                                                 | -      | 5.4                                                                               | -                                                                                 |
| Critical Hdwy Stg 2      | -                                                                                 | -                                                                                 | -                                                                                 | -      | 5.4                                                                               | -                                                                                 |
| Follow-up Hdwy           | 2.227                                                                             | -                                                                                 | -                                                                                 | -      | 3.5                                                                               | 3.3                                                                               |
| Pot Cap-1 Maneuver       | 880                                                                               | -                                                                                 | -                                                                                 | -      | 108                                                                               | 473                                                                               |
| Stage 1                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 524                                                                               | -                                                                                 |
| Stage 2                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 353                                                                               | -                                                                                 |
| Platoon blocked, %       |                                                                                   | -                                                                                 | -                                                                                 | -      |                                                                                   |                                                                                   |
| Mov Cap-1 Maneuver       | 880                                                                               | -                                                                                 | -                                                                                 | -      | 71                                                                                | 473                                                                               |
| Mov Cap-2 Maneuver       | -                                                                                 | -                                                                                 | -                                                                                 | -      | 71                                                                                | -                                                                                 |
| Stage 1                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 343                                                                               | -                                                                                 |
| Stage 2                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 353                                                                               | -                                                                                 |
|                          |                                                                                   |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
| Approach                 | EB                                                                                | WB                                                                                |                                                                                   | SB     |                                                                                   |                                                                                   |
| HCM Ctrl Dly, s/v        | 4.78                                                                              | 0                                                                                 |                                                                                   | 12.71  |                                                                                   |                                                                                   |
| HCM LOS                  |                                                                                   |                                                                                   |                                                                                   | B      |                                                                                   |                                                                                   |
|                          |                                                                                   |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
| Minor Lane/Major Mvmt    | EBL                                                                               | EBT                                                                               | WBT                                                                               | WBR    | SBLn1                                                                             |                                                                                   |
| Capacity (veh/h)         | 880                                                                               | -                                                                                 | -                                                                                 | -      | -                                                                                 | 473                                                                               |
| HCM Lane V/C Ratio       | 0.345                                                                             | -                                                                                 | -                                                                                 | -      | -                                                                                 | 0.013                                                                             |
| HCM Ctrl Dly (s/v)       | 11.2                                                                              | -                                                                                 | -                                                                                 | -      | -                                                                                 | 12.7                                                                              |
| HCM Lane LOS             | B                                                                                 | -                                                                                 | -                                                                                 | -      | -                                                                                 | B                                                                                 |
| HCM 95th %tile Q(veh)    | 1.5                                                                               | -                                                                                 | -                                                                                 | -      | -                                                                                 | 0                                                                                 |

Lanes, Volumes, Timings  
2: Peterson Place & SR 97

08/26/2025

|                         |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
|-------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
|                         |  |  |  |  |  |  |
| Lane Group              | EBT                                                                               | EBR                                                                               | WBL                                                                               | WBT                                                                               | NBL                                                                               | NBR                                                                               |
| Lane Configurations     |  |                                                                                   |                                                                                   |  |  |                                                                                   |
| Traffic Volume (vph)    | 213                                                                               | 181                                                                               | 274                                                                               | 436                                                                               | 252                                                                               | 86                                                                                |
| Future Volume (vph)     | 213                                                                               | 181                                                                               | 274                                                                               | 436                                                                               | 252                                                                               | 86                                                                                |
| Ideal Flow (vphpl)      | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              |
| Grade (%)               | 0%                                                                                |                                                                                   |                                                                                   | 0%                                                                                | -7%                                                                               |                                                                                   |
| Link Speed (mph)        | 30                                                                                |                                                                                   |                                                                                   | 30                                                                                | 25                                                                                |                                                                                   |
| Link Distance (ft)      | 100                                                                               |                                                                                   |                                                                                   | 130                                                                               | 151                                                                               |                                                                                   |
| Travel Time (s)         | 2.3                                                                               |                                                                                   |                                                                                   | 3.0                                                                               | 4.1                                                                               |                                                                                   |
| Peak Hour Factor        | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              |
| Heavy Vehicles (%)      | 6%                                                                                | 6%                                                                                | 2%                                                                                | 2%                                                                                | 0%                                                                                | 0%                                                                                |
| Shared Lane Traffic (%) |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Sign Control            | Free                                                                              |                                                                                   |                                                                                   | Free                                                                              | Stop                                                                              |                                                                                   |
| Intersection Summary    |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Area Type:              | Other                                                                             |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Control Type:           | Unsignalized                                                                      |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |



# HCM 7th TWSC 2: Peterson Place & SR 97

08/26/2025

## Intersection

Int Delay, s/veh 96.1

## Movement EBT EBR WBL WBT NBL NBR

|                          |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations      | 1    |      |      | 1    | Y    |      |
| Traffic Vol, veh/h       | 213  | 181  | 274  | 436  | 252  | 86   |
| Future Vol, veh/h        | 213  | 181  | 274  | 436  | 252  | 86   |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Free | Free | Free | Free | Stop | Stop |
| RT Channelized           | -    | None | -    | None | -    | None |
| Storage Length           | -    | -    | -    | -    | 0    | -    |
| Veh in Median Storage, # | -    | -    | -    | 0    | 0    | -    |
| Grade, %                 | 0    | -    | -    | 0    | -7   | -    |
| Peak Hour Factor         | 91   | 91   | 91   | 91   | 91   | 91   |
| Heavy Vehicles, %        | 6    | 6    | 2    | 2    | 0    | 0    |
| Mvmt Flow                | 234  | 199  | 301  | 479  | 277  | 95   |

## Major/Minor Major1 Major2 Minor1

|                      |   |   |       |   |       |     |
|----------------------|---|---|-------|---|-------|-----|
| Conflicting Flow All | 0 | 0 | 433   | 0 | 1415  | 334 |
| Stage 1              | - | - | -     | - | 334   | -   |
| Stage 2              | - | - | -     | - | 1081  | -   |
| Critical Hdwy        | - | - | 4.12  | - | 5     | 5.5 |
| Critical Hdwy Stg 1  | - | - | -     | - | 4     | -   |
| Critical Hdwy Stg 2  | - | - | -     | - | 4     | -   |
| Follow-up Hdwy       | - | - | 2.218 | - | 3.5   | 3.3 |
| Pot Cap-1 Maneuver   | - | - | 1127  | - | ~ 265 | 761 |
| Stage 1              | - | - | -     | - | 831   | -   |
| Stage 2              | - | - | -     | - | 500   | -   |
| Platoon blocked, %   | - | - | -     | - | -     | -   |
| Mov Cap-1 Maneuver   | - | - | 1127  | - | ~ 169 | 761 |
| Mov Cap-2 Maneuver   | - | - | -     | - | ~ 169 | -   |
| Stage 1              | - | - | -     | - | 831   | -   |
| Stage 2              | - | - | -     | - | 318   | -   |

## Approach EB WB NB

|                   |   |      |           |
|-------------------|---|------|-----------|
| HCM Ctrl Dly, s/v | 0 | 3.61 | \$ 402.44 |
| HCM LOS           |   |      | F         |

## Minor Lane/Major MvmtNBLn1 EBT EBR WBL WBT

|                       |          |   |   |       |   |
|-----------------------|----------|---|---|-------|---|
| Capacity (veh/h)      | 210      | - | - | 695   | - |
| HCM Lane V/C Ratio    | 1.766    | - | - | 0.267 | - |
| HCM Ctrl Dly (s/v)    | \$ 402.4 | - | - | 9.4   | 0 |
| HCM Lane LOS          | F        | - | - | A     | A |
| HCM 95th %tile Q(veh) | 25.6     | - | - | 1.1   | - |

## Notes

~: Volume exceeds capacity \$: Delay exceeds 300s  
+: Computation Not Defined \*: All major volume in platoon

Lanes, Volumes, Timings

3: S Farnham St & SR 97 /SR 97

08/26/2025

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| Lane Group              | EBT  | EBR  | WBL  | WBT  | NBL  | NBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     | ↖↗   |      | ↖↗   | ↖↗   | ↖↗   | ↖↗   |
| Traffic Volume (vph)    | 291  | 14   | 89   | 725  | 20   | 34   |
| Future Volume (vph)     | 291  | 14   | 89   | 725  | 20   | 34   |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     |      | 0    | 65   |      | 135  | 0    |
| Storage Lanes           |      | 0    | 1    |      | 1    | 1    |
| Taper Length (ft)       |      |      | 25   |      | 25   |      |
| Link Speed (mph)        | 30   |      |      | 30   | 25   |      |
| Link Distance (ft)      | 281  |      |      | 166  | 168  |      |
| Travel Time (s)         | 6.4  |      |      | 3.8  | 4.6  |      |
| Confl. Peds. (#/hr)     |      | 7    | 7    |      | 10   | 3    |
| Peak Hour Factor        | 0.93 | 0.93 | 0.93 | 0.93 | 0.93 | 0.93 |
| Heavy Vehicles (%)      | 6%   | 6%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            | Free |      |      | Free | Stop |      |

Intersection Summary

Area Type: Other

Control Type: Unsignalized

## HCM 7th TWSC

## 3: S Farnham St &amp; SR 97 /SR 97

08/26/2025

**Intersection**

Int Delay, s/veh 1.3

**Movement** EBT EBR WBL WBT NBL NBRLane Configurations 

Traffic Vol, veh/h 291 14 89 725 20 34

Future Vol, veh/h 291 14 89 725 20 34

Conflicting Peds, #/hr 0 7 7 0 10 3

Sign Control Free Free Free Free Stop Stop

RT Channelized - None - None - None

Storage Length - - 65 - 135 0

Veh in Median Storage, # - - 0 1 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 93 93 93 93 93 93

Heavy Vehicles, % 6 6 3 3 0 0

Mvmt Flow 313 15 96 780 22 37

**Major/Minor** Major1 Major2 Minor1

Conflicting Flow All 0 0 335 0 1308 330

Stage 1 - - - - 327 -

Stage 2 - - - - 981 -

Critical Hdwy - - 4.13 - 6.4 6.2

Critical Hdwy Stg 1 - - - - 5.4 -

Critical Hdwy Stg 2 - - - - 5.4 -

Follow-up Hdwy - - 2.227 - 3.5 3.3

Pot Cap-1 Maneuver - - 1219 - 178 716

Stage 1 - - - - 735 -

Stage 2 - - - - 366 -

Platoon blocked, % - - - -

Mov Cap-1 Maneuver - - 1211 - 161 709

Mov Cap-2 Maneuver - - - - 268 -

Stage 1 - - - - 730 -

Stage 2 - - - - 334 -

**Approach** EB WB NB

HCM Ctrl Dly, s/v 0 0.9 13.78

HCM LOS B

**Minor Lane/Major Mvmt** NBLn1 NBLn2 EBT EBR WBL WBT

Capacity (veh/h) 268 709 - - 1211 -

HCM Lane V/C Ratio 0.08 0.052 - - 0.079 -

HCM Ctrl Dly (s/v) 19.6 10.4 - - 8.2 -

HCM Lane LOS C B - - A -

HCM 95th %tile Q(veh) 0.3 0.2 - - 0.3 -



2035 No Action  
(With WooLin Ave BriLge Conversion Project)

Lanes, Volumes, Timings  
1: SR 97 & W Woodin Ave

08/26/2025



| Lane Group              | EBL  | EBT  | WBT  | WBR  | SBL  | SBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     |      |      |      |      |      |      |
| Traffic Volume (vph)    | 294  | 233  | 167  | 25   | 8    | 281  |
| Future Volume (vph)     | 294  | 233  | 167  | 25   | 8    | 281  |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     | 220  |      |      | 0    | 0    | 0    |
| Storage Lanes           | 1    |      |      | 0    | 1    | 0    |
| Taper Length (ft)       | 25   |      |      |      | 25   |      |
| Link Speed (mph)        |      | 30   | 30   |      | 30   |      |
| Link Distance (ft)      |      | 382  | 100  |      | 179  |      |
| Travel Time (s)         |      | 8.7  | 2.3  |      | 4.1  |      |
| Peak Hour Factor        | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 |
| Heavy Vehicles (%)      | 3%   | 3%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            |      | Free | Free |      | Stop |      |

Intersection Summary

Area Type: Other  
Control Type: Unsignalized

HCM 7th TWSC  
1: SR 97 & W Woodin Ave

08/26/2025

| Intersection             |                                                                                   |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 6                                                                                 |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
| Movement                 | EBL                                                                               | EBT                                                                               | WBT                                                                               | WBR    | SBL                                                                               | SBR                                                                               |
| Lane Configurations      |  |  |  |        |  |  |
| Traffic Vol, veh/h       | 294                                                                               | 233                                                                               | 167                                                                               | 25     | 8                                                                                 | 281                                                                               |
| Future Vol, veh/h        | 294                                                                               | 233                                                                               | 167                                                                               | 25     | 8                                                                                 | 281                                                                               |
| Conflicting Peds, #/hr   | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0      | 0                                                                                 | 0                                                                                 |
| Sign Control             | Free                                                                              | Free                                                                              | Free                                                                              | Free   | Stop                                                                              | Stop                                                                              |
| RT Channelized           | -                                                                                 | None                                                                              | -                                                                                 | None   | -                                                                                 | None                                                                              |
| Storage Length           | 220                                                                               | -                                                                                 | -                                                                                 | -      | 0                                                                                 | -                                                                                 |
| Veh in Median Storage, # | 0                                                                                 | 0                                                                                 | -                                                                                 | 0      | -                                                                                 | -                                                                                 |
| Grade, %                 | -                                                                                 | 0                                                                                 | 0                                                                                 | -      | 0                                                                                 | -                                                                                 |
| Peak Hour Factor         | 97                                                                                | 97                                                                                | 97                                                                                | 97     | 97                                                                                | 97                                                                                |
| Heavy Vehicles, %        | 3                                                                                 | 3                                                                                 | 3                                                                                 | 3      | 0                                                                                 | 0                                                                                 |
| Mvmt Flow                | 303                                                                               | 240                                                                               | 172                                                                               | 26     | 8                                                                                 | 290                                                                               |
|                          |                                                                                   |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
| Major/Minor              | Major1                                                                            | Major2                                                                            |                                                                                   | Minor2 |                                                                                   |                                                                                   |
| Conflicting Flow All     | 198                                                                               | 0                                                                                 | -                                                                                 | 0      | 1031                                                                              | 185                                                                               |
| Stage 1                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 185                                                                               | -                                                                                 |
| Stage 2                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 846                                                                               | -                                                                                 |
| Critical Hdwy            | 4.13                                                                              | -                                                                                 | -                                                                                 | -      | 6.4                                                                               | 6.2                                                                               |
| Critical Hdwy Stg 1      | -                                                                                 | -                                                                                 | -                                                                                 | -      | 5.4                                                                               | -                                                                                 |
| Critical Hdwy Stg 2      | -                                                                                 | -                                                                                 | -                                                                                 | -      | 5.4                                                                               | -                                                                                 |
| Follow-up Hdwy           | 2.227                                                                             | -                                                                                 | -                                                                                 | -      | 3.5                                                                               | 3.3                                                                               |
| Pot Cap-1 Maneuver       | 1369                                                                              | -                                                                                 | -                                                                                 | -      | 260                                                                               | 862                                                                               |
| Stage 1                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 851                                                                               | -                                                                                 |
| Stage 2                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 424                                                                               | -                                                                                 |
| Platoon blocked, %       |                                                                                   | -                                                                                 | -                                                                                 | -      |                                                                                   |                                                                                   |
| Mov Cap-1 Maneuver       | 1369                                                                              | -                                                                                 | -                                                                                 | -      | 203                                                                               | 862                                                                               |
| Mov Cap-2 Maneuver       | -                                                                                 | -                                                                                 | -                                                                                 | -      | 203                                                                               | -                                                                                 |
| Stage 1                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 663                                                                               | -                                                                                 |
| Stage 2                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 424                                                                               | -                                                                                 |
|                          |                                                                                   |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
| Approach                 | EB                                                                                | WB                                                                                |                                                                                   | SB     |                                                                                   |                                                                                   |
| HCM Ctrl Dly, s/v        | 4.67                                                                              | 0                                                                                 |                                                                                   | 12.27  |                                                                                   |                                                                                   |
| HCM LOS                  |                                                                                   |                                                                                   |                                                                                   | B      |                                                                                   |                                                                                   |
|                          |                                                                                   |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
| Minor Lane/Major Mvmt    | EBL                                                                               | EBT                                                                               | WBT                                                                               | WBR    | SBLn1                                                                             |                                                                                   |
| Capacity (veh/h)         | 1369                                                                              | -                                                                                 | -                                                                                 | -      | 791                                                                               |                                                                                   |
| HCM Lane V/C Ratio       | 0.221                                                                             | -                                                                                 | -                                                                                 | -      | 0.377                                                                             |                                                                                   |
| HCM Ctrl Dly (s/v)       | 8.4                                                                               | -                                                                                 | -                                                                                 | -      | 12.3                                                                              |                                                                                   |
| HCM Lane LOS             | A                                                                                 | -                                                                                 | -                                                                                 | -      | B                                                                                 |                                                                                   |
| HCM 95th %tile Q(veh)    | 0.8                                                                               | -                                                                                 | -                                                                                 | -      | 1.8                                                                               |                                                                                   |

Lanes, Volumes, Timings  
2: Peterson Place & SR 97

08/26/2025

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| Lane Group              | EBT                                                                               | EBR  | WBL  | WBT                                                                               | NBL                                                                               | NBR  |
|-------------------------|-----------------------------------------------------------------------------------|------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|
| Lane Configurations     |  |      |      |  |  |      |
| Traffic Volume (vph)    | 222                                                                               | 17   | 5    | 179                                                                               | 11                                                                                | 4    |
| Future Volume (vph)     | 222                                                                               | 17   | 5    | 179                                                                               | 11                                                                                | 4    |
| Ideal Flow (vphpl)      | 1900                                                                              | 1900 | 1900 | 1900                                                                              | 1900                                                                              | 1900 |
| Grade (%)               | 0%                                                                                |      |      | 0%                                                                                | -7%                                                                               |      |
| Link Speed (mph)        | 30                                                                                |      |      | 30                                                                                | 25                                                                                |      |
| Link Distance (ft)      | 100                                                                               |      |      | 130                                                                               | 151                                                                               |      |
| Travel Time (s)         | 2.3                                                                               |      |      | 3.0                                                                               | 4.1                                                                               |      |
| Peak Hour Factor        | 0.91                                                                              | 0.91 | 0.91 | 0.91                                                                              | 0.91                                                                              | 0.91 |
| Heavy Vehicles (%)      | 6%                                                                                | 6%   | 2%   | 2%                                                                                | 0%                                                                                | 0%   |
| Shared Lane Traffic (%) |                                                                                   |      |      |                                                                                   |                                                                                   |      |
| Sign Control            | Free                                                                              |      |      | Free                                                                              | Stop                                                                              |      |

Intersection Summary

Area Type: Other

Control Type: Unsignalized



HCM 7th TWSC  
2: Peterson Place & SR 97

08/26/2025

| Intersection             |        |        |       |        |      |      |
|--------------------------|--------|--------|-------|--------|------|------|
| Int Delay, s/veh         | 0.4    |        |       |        |      |      |
| Movement                 | EBT    | EBR    | WBL   | WBT    | NBL  | NBR  |
| Lane Configurations      | T      |        |       | T      |      | Y    |
| Traffic Vol, veh/h       | 222    | 17     | 5     | 179    | 11   | 4    |
| Future Vol, veh/h        | 222    | 17     | 5     | 179    | 11   | 4    |
| Conflicting Peds, #/hr   | 0      | 0      | 0     | 0      | 0    | 0    |
| Sign Control             | Free   | Free   | Free  | Free   | Stop | Stop |
| RT Channelized           | -      | None   | -     | None   | -    | None |
| Storage Length           | -      | -      | -     | -      | 0    | -    |
| Veh in Median Storage, # | -      | -      | -     | 0      | 0    | -    |
| Grade, %                 | 0      | -      | -     | 0      | -7   | -    |
| Peak Hour Factor         | 91     | 91     | 91    | 91     | 91   | 91   |
| Heavy Vehicles, %        | 6      | 6      | 2     | 2      | 0    | 0    |
| Mvmt Flow                | 244    | 19     | 5     | 197    | 12   | 4    |
|                          |        |        |       |        |      |      |
| Major/Minor              | Major1 | Major2 |       | Minor1 |      |      |
| Conflicting Flow All     | 0      | 0      | 263   | 0      | 461  | 253  |
| Stage 1                  | -      | -      | -     | -      | 253  | -    |
| Stage 2                  | -      | -      | -     | -      | 208  | -    |
| Critical Hdwy            | -      | -      | 4.12  | -      | 5    | 5.5  |
| Critical Hdwy Stg 1      | -      | -      | -     | -      | 4    | -    |
| Critical Hdwy Stg 2      | -      | -      | -     | -      | 4    | -    |
| Follow-up Hdwy           | -      | -      | 2.218 | -      | 3.5  | 3.3  |
| Pot Cap-1 Maneuver       | -      | -      | 1302  | -      | 673  | 830  |
| Stage 1                  | -      | -      | -     | -      | 876  | -    |
| Stage 2                  | -      | -      | -     | -      | 902  | -    |
| Platoon blocked, %       | -      | -      |       | -      |      |      |
| Mov Cap-1 Maneuver       | -      | -      | 1302  | -      | 670  | 830  |
| Mov Cap-2 Maneuver       | -      | -      | -     | -      | 670  | -    |
| Stage 1                  | -      | -      | -     | -      | 876  | -    |
| Stage 2                  | -      | -      | -     | -      | 898  | -    |
|                          |        |        |       |        |      |      |
| Approach                 | EB     | WB     |       | NB     |      |      |
| HCM Ctrl Dly, s/v        | 0      | 0.21   |       | 10.22  |      |      |
| HCM LOS                  |        |        |       | B      |      |      |
|                          |        |        |       |        |      |      |
| Minor Lane/Major Mvmt    | NBLn1  | EBT    | EBR   | WBL    | WBT  |      |
| Capacity (veh/h)         | 706    | -      | -     | 49     | -    |      |
| HCM Lane V/C Ratio       | 0.023  | -      | -     | 0.004  | -    |      |
| HCM Ctrl Dly (s/v)       | 10.2   | -      | -     | 7.8    | 0    |      |
| HCM Lane LOS             | B      | -      | -     | A      | A    |      |
| HCM 95th %tile Q(veh)    | 0.1    | -      | -     | 0      | -    |      |

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| Lane Group              | EBT                                                                               | EBR  | WBL                                                                               | WBT                                                                               | NBL                                                                               | NBR                                                                               |
|-------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Lane Configurations     |  |      |  |  |  |  |
| Traffic Volume (vph)    | 215                                                                               | 14   | 89                                                                                | 199                                                                               | 20                                                                                | 34                                                                                |
| Future Volume (vph)     | 215                                                                               | 14   | 89                                                                                | 199                                                                               | 20                                                                                | 34                                                                                |
| Ideal Flow (vphpl)      | 1900                                                                              | 1900 | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              |
| Storage Length (ft)     |                                                                                   | 0    | 65                                                                                |                                                                                   | 135                                                                               | 0                                                                                 |
| Storage Lanes           |                                                                                   | 0    | 1                                                                                 |                                                                                   | 1                                                                                 | 1                                                                                 |
| Taper Length (ft)       |                                                                                   |      | 25                                                                                |                                                                                   | 25                                                                                |                                                                                   |
| Link Speed (mph)        | 30                                                                                |      |                                                                                   | 30                                                                                | 25                                                                                |                                                                                   |
| Link Distance (ft)      | 281                                                                               |      |                                                                                   | 166                                                                               | 168                                                                               |                                                                                   |
| Travel Time (s)         | 6.4                                                                               |      |                                                                                   | 3.8                                                                               | 4.6                                                                               |                                                                                   |
| Confl. Peds. (#/hr)     |                                                                                   | 7    | 7                                                                                 |                                                                                   | 10                                                                                | 3                                                                                 |
| Peak Hour Factor        | 0.93                                                                              | 0.93 | 0.93                                                                              | 0.93                                                                              | 0.93                                                                              | 0.93                                                                              |
| Heavy Vehicles (%)      | 6%                                                                                | 6%   | 3%                                                                                | 3%                                                                                | 0%                                                                                | 0%                                                                                |
| Shared Lane Traffic (%) |                                                                                   |      |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Sign Control            | Free                                                                              |      |                                                                                   | Free                                                                              | Stop                                                                              |                                                                                   |

Intersection Summary

Area Type: Other

Control Type: Unsignalized

## HCM 7th TWSC

## 3: S Farnham St &amp; SR 97 /SR 97

08/26/2025

**Intersection**

Int Delay, s/veh 2.3

**Movement** EBT EBR WBL WBT NBL NBR

Lane Configurations

Traffic Vol, veh/h 215 14 89 199 20 34

Future Vol, veh/h 215 14 89 199 20 34

Conflicting Peds, #/hr 0 7 7 0 10 3

Sign Control Free Free Free Free Stop Stop

RT Channelized - None - None - None

Storage Length - - 65 - 135 0

Veh in Median Storage, # - - 0 1 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 93 93 93 93 93 93

Heavy Vehicles, % 6 6 3 3 0 0

Mvmt Flow 231 15 96 214 22 37

**Major/Minor** Major1 Major2 Minor1

Conflicting Flow All 0 0 253 0 661 249

Stage 1 - - - - 246 -

Stage 2 - - - - 415 -

Critical Hdwy - - 4.13 - 6.4 6.2

Critical Hdwy Stg 1 - - - - 5.4 -

Critical Hdwy Stg 2 - - - - 5.4 -

Follow-up Hdwy - - 2.227 - 3.5 3.3

Pot Cap-1 Maneuver - - 1306 - 430 795

Stage 1 - - - - 800 -

Stage 2 - - - - 670 -

Platoon blocked, % - - - -

Mov Cap-1 Maneuver - - 1297 - 392 787

Mov Cap-2 Maneuver - - - - 489 -

Stage 1 - - - - 795 -

Stage 2 - - - - 615 -

**Approach** EB WB NB

HCM Ctrl Dly, s/v 0 2.47 10.87

HCM LOS B

**Minor Lane/Major Mvmt** NBLn1 NBLn2 EBT EBR WBL WBT

Capacity (veh/h) 489 787 - - 1297 -

HCM Lane V/C Ratio 0.044 0.046 - - 0.074 -

HCM Ctrl Dly (s/v) 12.7 9.8 - - 8 -

HCM Lane LOS B A - - A -

HCM 95th %tile Q(veh) 0.1 0.1 - - 0.2 -



2035 With Project  
(With WooLin Ave BriLge Conversion Project)

Lanes, Volumes, Timings  
1: SR 97 & W Woodin Ave

08/26/2025



| Lane Group              | EBL  | EBT  | WBT  | WBR  | SBL  | SBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     |      |      |      |      |      |      |
| Traffic Volume (vph)    | 294  | 396  | 289  | 131  | 149  | 281  |
| Future Volume (vph)     | 294  | 396  | 289  | 131  | 149  | 281  |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     | 220  |      |      | 0    | 0    | 0    |
| Storage Lanes           | 1    |      |      | 0    | 1    | 0    |
| Taper Length (ft)       | 25   |      |      |      | 25   |      |
| Link Speed (mph)        |      | 30   | 30   |      | 30   |      |
| Link Distance (ft)      |      | 382  | 100  |      | 179  |      |
| Travel Time (s)         |      | 8.7  | 2.3  |      | 4.1  |      |
| Peak Hour Factor        | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 |
| Heavy Vehicles (%)      | 3%   | 3%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            |      | Free | Free |      | Stop |      |

Intersection Summary

Area Type: Other  
Control Type: Unsignalized

HCM 7th TWSC  
1: SR 97 & W Woodin Ave

08/26/2025

Intersection

Int Delay, s/veh 107.8

Movement EBL EBT WBT WBR SBL SBR

|                          |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations      | ↖    | ↗    | ↖    | ↗    | ↖    | ↗    |
| Traffic Vol, veh/h       | 294  | 396  | 289  | 131  | 149  | 281  |
| Future Vol, veh/h        | 294  | 396  | 289  | 131  | 149  | 281  |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Free | Free | Free | Free | Stop | Stop |
| RT Channelized           | -    | None | -    | None | -    | None |
| Storage Length           | 220  | -    | -    | -    | 0    | -    |
| Veh in Median Storage, # | 0    | 0    | -    | 0    | -    | -    |
| Grade, %                 | -    | 0    | 0    | -    | 0    | -    |
| Peak Hour Factor         | 97   | 97   | 97   | 97   | 97   | 97   |
| Heavy Vehicles, %        | 3    | 3    | 3    | 3    | 0    | 0    |
| Mvmt Flow                | 303  | 408  | 298  | 135  | 154  | 290  |

Major/Minor Major1 Major2 Minor2

|                      |       |   |   |   |       |     |
|----------------------|-------|---|---|---|-------|-----|
| Conflicting Flow All | 433   | 0 | - | 0 | 1380  | 365 |
| Stage 1              | -     | - | - | - | 365   | -   |
| Stage 2              | -     | - | - | - | 1014  | -   |
| Critical Hdwy        | 4.13  | - | - | - | 6.4   | 6.2 |
| Critical Hdwy Stg 1  | -     | - | - | - | 5.4   | -   |
| Critical Hdwy Stg 2  | -     | - | - | - | 5.4   | -   |
| Follow-up Hdwy       | 2.227 | - | - | - | 3.5   | 3.3 |
| Pot Cap-1 Maneuver   | 121   | - | - | - | 161   | 684 |
| Stage 1              | -     | - | - | - | 706   | -   |
| Stage 2              | -     | - | - | - | 353   | -   |
| Platoon blocked, %   | -     | - | - | - | -     | -   |
| Mov Cap-1 Maneuver   | 121   | - | - | - | ~ 117 | 684 |
| Mov Cap-2 Maneuver   | -     | - | - | - | ~ 117 | -   |
| Stage 1              | -     | - | - | - | 515   | -   |
| Stage 2              | -     | - | - | - | 353   | -   |

Approach EB WB SB

|                   |   |   |           |
|-------------------|---|---|-----------|
| HCM Ctrl Dly, s/v | 4 | 0 | \$ 379.49 |
| HCM LOS           |   |   | F         |

Minor Lane/Major Mvmt EBL EBT WBT WBR SBLn1

|                       |      |   |   |   |          |
|-----------------------|------|---|---|---|----------|
| Capacity (veh/h)      | 1121 | - | - | - | 256      |
| HCM Lane V/C Ratio    | 0.27 | - | - | - | 1.733    |
| HCM Ctrl Dly (s/v)    | 9.4  | - | - | - | \$ 379.5 |
| HCM Lane LOS          | A    | - | - | - | F        |
| HCM 95th %tile Q(veh) | 1.1  | - | - | - | 29.1     |

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s  
+: Computation Not Defined \*: All major volume in platoon

Lanes, Volumes, Timings  
2: Peterson Place & SR 97

08/26/2025

|                         |              |      |      |      |      |      |
|-------------------------|--------------|------|------|------|------|------|
|                         | →            | ↘    | ↙    | ←    | ↖    | ↗    |
| Lane Group              | EBT          | EBR  | WBL  | WBT  | NBL  | NBR  |
| Lane Configurations     | ↰            |      |      | ↱    | ↱    |      |
| Traffic Volume (vph)    | 207          | 336  | 119  | 167  | 247  | 91   |
| Future Volume (vph)     | 207          | 336  | 119  | 167  | 247  | 91   |
| Ideal Flow (vphpl)      | 1900         | 1900 | 1900 | 1900 | 1900 | 1900 |
| Grade (%)               | 0%           |      |      | 0%   | -7%  |      |
| Link Speed (mph)        | 30           |      |      | 30   | 25   |      |
| Link Distance (ft)      | 100          |      |      | 130  | 151  |      |
| Travel Time (s)         | 2.3          |      |      | 3.0  | 4.1  |      |
| Peak Hour Factor        | 0.91         | 0.91 | 0.91 | 0.91 | 0.91 | 0.91 |
| Heavy Vehicles (%)      | 6%           | 6%   | 2%   | 2%   | 0%   | 0%   |
| Shared Lane Traffic (%) |              |      |      |      |      |      |
| Sign Control            | Free         |      |      | Free | Stop |      |
| Intersection Summary    |              |      |      |      |      |      |
| Area Type:              | Other        |      |      |      |      |      |
| Control Type:           | Unsignalized |      |      |      |      |      |

HCM 7th TWSC  
2: Peterson Place & SR 97

08/26/2025

**Intersection**

Int Delay, s/veh 13.2

**Movement** EBT EBR WBL WBT NBL NBR

Lane Configurations

Traffic Vol, veh/h 207 336 119 167 247 91

Future Vol, veh/h 207 336 119 167 247 91

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Free Free Free Free Stop Stop

RT Channelized - None - None - None

Storage Length - - - 0 - -

Veh in Median Storage, # - - - 0 0 -

Grade, % 0 - - 0 -7 -

Peak Hour Factor 91 91 91 91 91 91

Heavy Vehicles, % 6 6 2 2 0 0

Mvmt Flow 227 369 131 184 271 100

**Major/Minor** Major1 Major2 Minor1

Conflicting Flow All 0 0 597 0 857 412

Stage 1 - - - - 412 -

Stage 2 - - - - 445 -

Critical Hdwy - - 4.12 - 5 5.5

Critical Hdwy Stg 1 - - - - 4 -

Critical Hdwy Stg 2 - - - - 4 -

Follow-up Hdwy - - 2.218 - 3.5 3.3

Pot Cap-1 Maneuver - - 980 - 461 698

Stage 1 - - - - 790 -

Stage 2 - - - - 773 -

Platoon blocked, % - - - -

Mov Cap-1 Maneuver - - 980 - 392 698

Mov Cap-2 Maneuver - - - - 392 -

Stage 1 - - - - 790 -

Stage 2 - - - - 658 -

**Approach** EB WB NB

HCM Ctrl Dly, s/v 0 3.84 42.42

HCM LOS E

**Minor Lane/Major Mvmt**NBLn1 EBT EBR WBL WBT

Capacity (veh/h) 445 - - 749 -

HCM Lane V/C Ratio 0.835 - - 0.133 -

HCM Ctrl Dly (s/v) 42.4 - - 9.2 0

HCM Lane LOS E - - A A

HCM 95th %tile Q(veh) 8.1 - - 0.5 -



Lanes, Volumes, Timings

3: S Farnham St & SR 97 /SR 97

08/26/2025

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| Lane Group              | EBT                                                                               | EBR  | WBL                                                                               | WBT                                                                               | NBL                                                                               | NBR                                                                               |
|-------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Lane Configurations     |  |      |  |  |  |  |
| Traffic Volume (vph)    | 291                                                                               | 14   | 89                                                                                | 301                                                                               | 20                                                                                | 34                                                                                |
| Future Volume (vph)     | 291                                                                               | 14   | 89                                                                                | 301                                                                               | 20                                                                                | 34                                                                                |
| Ideal Flow (vphpl)      | 1900                                                                              | 1900 | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              |
| Storage Length (ft)     |                                                                                   | 0    | 65                                                                                |                                                                                   | 135                                                                               | 0                                                                                 |
| Storage Lanes           |                                                                                   | 0    | 1                                                                                 |                                                                                   | 1                                                                                 | 1                                                                                 |
| Taper Length (ft)       |                                                                                   |      | 25                                                                                |                                                                                   | 25                                                                                |                                                                                   |
| Link Speed (mph)        | 30                                                                                |      |                                                                                   | 30                                                                                | 25                                                                                |                                                                                   |
| Link Distance (ft)      | 281                                                                               |      |                                                                                   | 166                                                                               | 168                                                                               |                                                                                   |
| Travel Time (s)         | 6.4                                                                               |      |                                                                                   | 3.8                                                                               | 4.6                                                                               |                                                                                   |
| Confl. Peds. (#/hr)     |                                                                                   | 7    | 7                                                                                 |                                                                                   | 10                                                                                | 3                                                                                 |
| Peak Hour Factor        | 0.93                                                                              | 0.93 | 0.93                                                                              | 0.93                                                                              | 0.93                                                                              | 0.93                                                                              |
| Heavy Vehicles (%)      | 6%                                                                                | 6%   | 3%                                                                                | 3%                                                                                | 0%                                                                                | 0%                                                                                |
| Shared Lane Traffic (%) |                                                                                   |      |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Sign Control            | Free                                                                              |      |                                                                                   | Free                                                                              | Stop                                                                              |                                                                                   |

Intersection Summary

Area Type: Other

Control Type: Unsignalized

## HCM 7th TWSC

## 3: S Farnham St &amp; SR 97 /SR 97

08/26/2025

**Intersection**

Int Delay, s/veh 1.8

**Movement** EBT EBR WBL WBT NBL NBRLane Configurations 

Traffic Vol, veh/h 291 14 89 301 20 34

Future Vol, veh/h 291 14 89 301 20 34

Conflicting Peds, #/hr 0 7 7 0 10 3

Sign Control Free Free Free Free Stop Stop

RT Channelized - None - None - None

Storage Length - - 65 - 135 0

Veh in Median Storage, # - - 0 1 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 93 93 93 93 93 93

Heavy Vehicles, % 6 6 3 3 0 0

Mvmt Flow 313 15 96 324 22 37

**Major/Minor** Major1 Major2 Minor1

Conflicting Flow All 0 0 335 0 852 330

Stage 1 - - - - 327 -

Stage 2 - - - - 525 -

Critical Hdwy - - 4.13 - 6.4 6.2

Critical Hdwy Stg 1 - - - - 5.4 -

Critical Hdwy Stg 2 - - - - 5.4 -

Follow-up Hdwy - - 2.227 - 3.5 3.3

Pot Cap-1 Maneuver - - 1219 - 332 716

Stage 1 - - - - 735 -

Stage 2 - - - - 597 -

Platoon blocked, % - - - -

Mov Cap-1 Maneuver - - 1211 - 301 709

Mov Cap-2 Maneuver - - - - 417 -

Stage 1 - - - - 730 -

Stage 2 - - - - 545 -

**Approach** EB WB NB

HCM Ctrl Dly, s/v 0 1.88 11.74

HCM LOS B

**Minor Lane/Major Mvmt** NBLn1 NBLn2 EBT EBR WBL WBT

Capacity (veh/h) 417 709 - - 1211 -

HCM Lane V/C Ratio 0.052 0.052 - - 0.079 -

HCM Ctrl Dly (s/v) 14.1 10.4 - - 8.2 -

HCM Lane LOS B B - - A -

HCM 95th %tile Q(veh) 0.2 0.2 - - 0.3 -



2045 No Action  
(Without Woolin Ave Bridge Conversion Project)

Lanes, Volumes, Timings  
1: SR 97 & W Woodin Ave

08/26/2025



| Lane Group              | EBL  | EBT  | WBT  | WBR  | SBL  | SBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     |      |      |      |      |      |      |
| Traffic Volume (vph)    | 325  | 257  | 488  | 27   | 0    | 6    |
| Future Volume (vph)     | 325  | 257  | 488  | 27   | 0    | 6    |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     | 220  |      |      | 0    | 0    | 0    |
| Storage Lanes           | 1    |      |      | 0    | 1    | 0    |
| Taper Length (ft)       | 25   |      |      |      | 25   |      |
| Link Speed (mph)        |      | 30   | 30   |      | 30   |      |
| Link Distance (ft)      |      | 382  | 100  |      | 179  |      |
| Travel Time (s)         |      | 8.7  | 2.3  |      | 4.1  |      |
| Peak Hour Factor        | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 |
| Heavy Vehicles (%)      | 3%   | 3%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            |      | Free | Free |      | Stop |      |

Intersection Summary

Area Type: Other  
Control Type: Unsignalized

HCM 7th TWSC  
1: SR 97 & W Woodin Ave

08/26/2025

| Intersection             |                                                                                   |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 3.1                                                                               |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
| Movement                 | EBL                                                                               | EBT                                                                               | WBT                                                                               | WBR    | SBL                                                                               | SBR                                                                               |
| Lane Configurations      |  |  |  |        |  |  |
| Traffic Vol, veh/h       | 325                                                                               | 257                                                                               | 488                                                                               | 27     | 0                                                                                 | 6                                                                                 |
| Future Vol, veh/h        | 325                                                                               | 257                                                                               | 488                                                                               | 27     | 0                                                                                 | 6                                                                                 |
| Conflicting Peds, #/hr   | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0      | 0                                                                                 | 0                                                                                 |
| Sign Control             | Free                                                                              | Free                                                                              | Free                                                                              | Free   | Stop                                                                              | Stop                                                                              |
| RT Channelized           | -                                                                                 | None                                                                              | -                                                                                 | None   | -                                                                                 | None                                                                              |
| Storage Length           | 220                                                                               | -                                                                                 | -                                                                                 | -      | 0                                                                                 | -                                                                                 |
| Veh in Median Storage, # | 0                                                                                 | 0                                                                                 | -                                                                                 | 0      | -                                                                                 | -                                                                                 |
| Grade, %                 | -                                                                                 | 0                                                                                 | 0                                                                                 | -      | 0                                                                                 | -                                                                                 |
| Peak Hour Factor         | 97                                                                                | 97                                                                                | 97                                                                                | 97     | 97                                                                                | 97                                                                                |
| Heavy Vehicles, %        | 3                                                                                 | 3                                                                                 | 3                                                                                 | 3      | 0                                                                                 | 0                                                                                 |
| Mvmt Flow                | 335                                                                               | 265                                                                               | 503                                                                               | 28     | 0                                                                                 | 6                                                                                 |
|                          |                                                                                   |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
| Major/Minor              | Major1                                                                            | Major2                                                                            |                                                                                   | Minor2 |                                                                                   |                                                                                   |
| Conflicting Flow All     | 531                                                                               | 0                                                                                 | -                                                                                 | 0      | 1452                                                                              | 517                                                                               |
| Stage 1                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 517                                                                               | -                                                                                 |
| Stage 2                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 935                                                                               | -                                                                                 |
| Critical Hdwy            | 4.13                                                                              | -                                                                                 | -                                                                                 | -      | 6.4                                                                               | 6.2                                                                               |
| Critical Hdwy Stg 1      | -                                                                                 | -                                                                                 | -                                                                                 | -      | 5.4                                                                               | -                                                                                 |
| Critical Hdwy Stg 2      | -                                                                                 | -                                                                                 | -                                                                                 | -      | 5.4                                                                               | -                                                                                 |
| Follow-up Hdwy           | 2.227                                                                             | -                                                                                 | -                                                                                 | -      | 3.5                                                                               | 3.3                                                                               |
| Pot Cap-1 Maneuver       | 1031                                                                              | -                                                                                 | -                                                                                 | -      | 145                                                                               | 562                                                                               |
| Stage 1                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 603                                                                               | -                                                                                 |
| Stage 2                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 385                                                                               | -                                                                                 |
| Platoon blocked, %       |                                                                                   | -                                                                                 | -                                                                                 | -      |                                                                                   |                                                                                   |
| Mov Cap-1 Maneuver       | 1031                                                                              | -                                                                                 | -                                                                                 | -      | 98                                                                                | 562                                                                               |
| Mov Cap-2 Maneuver       | -                                                                                 | -                                                                                 | -                                                                                 | -      | 98                                                                                | -                                                                                 |
| Stage 1                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 407                                                                               | -                                                                                 |
| Stage 2                  | -                                                                                 | -                                                                                 | -                                                                                 | -      | 385                                                                               | -                                                                                 |
|                          |                                                                                   |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
|                          |                                                                                   |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
| Approach                 | EB                                                                                | WB                                                                                |                                                                                   | SB     |                                                                                   |                                                                                   |
| HCM Ctrl Dly, s/v        | 5.67                                                                              | 0                                                                                 |                                                                                   | 11.47  |                                                                                   |                                                                                   |
| HCM LOS                  |                                                                                   |                                                                                   |                                                                                   | B      |                                                                                   |                                                                                   |
|                          |                                                                                   |                                                                                   |                                                                                   |        |                                                                                   |                                                                                   |
| Minor Lane/Major Mvmt    | EBL                                                                               | EBT                                                                               | WBT                                                                               | WBR    | SBLn1                                                                             |                                                                                   |
| Capacity (veh/h)         | 1031                                                                              | -                                                                                 | -                                                                                 | -      | 562                                                                               |                                                                                   |
| HCM Lane V/C Ratio       | 0.325                                                                             | -                                                                                 | -                                                                                 | -      | 0.011                                                                             |                                                                                   |
| HCM Ctrl Dly (s/v)       | 10.2                                                                              | -                                                                                 | -                                                                                 | -      | 11.5                                                                              |                                                                                   |
| HCM Lane LOS             | B                                                                                 | -                                                                                 | -                                                                                 | -      | B                                                                                 |                                                                                   |
| HCM 95th %tile Q(veh)    | 1.4                                                                               | -                                                                                 | -                                                                                 | -      | 0                                                                                 |                                                                                   |

Lanes, Volumes, Timings  
2: Peterson Place & SR 97

08/26/2025

|                         |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
|-------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
|                         |  |  |  |  |  |  |
| Lane Group              | EBT                                                                               | EBR                                                                               | WBL                                                                               | WBT                                                                               | NBL                                                                               | NBR                                                                               |
| Lane Configurations     |  |                                                                                   |                                                                                   |  |  |                                                                                   |
| Traffic Volume (vph)    | 245                                                                               | 9                                                                                 | 13                                                                                | 501                                                                               | 11                                                                                | 4                                                                                 |
| Future Volume (vph)     | 245                                                                               | 9                                                                                 | 13                                                                                | 501                                                                               | 11                                                                                | 4                                                                                 |
| Ideal Flow (vphpl)      | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              |
| Grade (%)               | 0%                                                                                |                                                                                   |                                                                                   | 0%                                                                                | -7%                                                                               |                                                                                   |
| Link Speed (mph)        | 30                                                                                |                                                                                   |                                                                                   | 30                                                                                | 25                                                                                |                                                                                   |
| Link Distance (ft)      | 100                                                                               |                                                                                   |                                                                                   | 130                                                                               | 151                                                                               |                                                                                   |
| Travel Time (s)         | 2.3                                                                               |                                                                                   |                                                                                   | 3.0                                                                               | 4.1                                                                               |                                                                                   |
| Peak Hour Factor        | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              |
| Heavy Vehicles (%)      | 6%                                                                                | 6%                                                                                | 2%                                                                                | 2%                                                                                | 0%                                                                                | 0%                                                                                |
| Shared Lane Traffic (%) |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Sign Control            | Free                                                                              |                                                                                   |                                                                                   | Free                                                                              | Stop                                                                              |                                                                                   |
| Intersection Summary    |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Area Type:              | Other                                                                             |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Control Type:           | Unsignalized                                                                      |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |

HCM 7th TWSC  
2: Peterson Place & SR 97

08/26/2025

| Intersection             |        |        |       |        |      |      |
|--------------------------|--------|--------|-------|--------|------|------|
| Int Delay, s/veh         | 0.4    |        |       |        |      |      |
| Movement                 | EBT    | EBR    | WBL   | WBT    | NBL  | NBR  |
| Lane Configurations      |        |        |       |        |      |      |
| Traffic Vol, veh/h       | 245    | 9      | 13    | 501    | 11   | 4    |
| Future Vol, veh/h        | 245    | 9      | 13    | 501    | 11   | 4    |
| Conflicting Peds, #/hr   | 0      | 0      | 0     | 0      | 0    | 0    |
| Sign Control             | Free   | Free   | Free  | Free   | Stop | Stop |
| RT Channelized           | -      | None   | -     | None   | -    | None |
| Storage Length           | -      | -      | -     | -      | 0    | -    |
| Veh in Median Storage, # | -      | -      | -     | 0      | 0    | -    |
| Grade, %                 | 0      | -      | -     | 0      | -7   | -    |
| Peak Hour Factor         | 91     | 91     | 91    | 91     | 91   | 91   |
| Heavy Vehicles, %        | 6      | 6      | 2     | 2      | 0    | 0    |
| Mvmt Flow                | 269    | 10     | 14    | 551    | 12   | 4    |
|                          |        |        |       |        |      |      |
| Major/Minor              | Major1 | Major2 |       | Minor1 |      |      |
| Conflicting Flow All     | 0      | 0      | 279   | 0      | 853  | 274  |
| Stage 1                  | -      | -      | -     | -      | 274  | -    |
| Stage 2                  | -      | -      | -     | -      | 579  | -    |
| Critical Hdwy            | -      | -      | 4.12  | -      | 5    | 5.5  |
| Critical Hdwy Stg 1      | -      | -      | -     | -      | 4    | -    |
| Critical Hdwy Stg 2      | -      | -      | -     | -      | 4    | -    |
| Follow-up Hdwy           | -      | -      | 2.218 | -      | 3.5  | 3.3  |
| Pot Cap-1 Maneuver       | -      | -      | 1284  | -      | 463  | 812  |
| Stage 1                  | -      | -      | -     | -      | 864  | -    |
| Stage 2                  | -      | -      | -     | -      | 707  | -    |
| Platoon blocked, %       | -      | -      | -     | -      | -    | -    |
| Mov Cap-1 Maneuver       | -      | -      | 1284  | -      | 455  | 812  |
| Mov Cap-2 Maneuver       | -      | -      | -     | -      | 455  | -    |
| Stage 1                  | -      | -      | -     | -      | 864  | -    |
| Stage 2                  | -      | -      | -     | -      | 696  | -    |
|                          |        |        |       |        |      |      |
| Approach                 | EB     | WB     |       | NB     |      |      |
| HCM Ctrl Dly, s/v        | 0      | 0.2    |       | 12.21  |      |      |
| HCM LOS                  | B      |        |       |        |      |      |
|                          |        |        |       |        |      |      |
| Minor Lane/Major Mvmt    | NBLn1  | EBT    | EBR   | WBL    | WBT  |      |
| Capacity (veh/h)         | 516    | -      | -     | 46     | -    |      |
| HCM Lane V/C Ratio       | 0.032  | -      | -     | 0.011  | -    |      |
| HCM Ctrl Dly (s/v)       | 12.2   | -      | -     | 7.8    | 0    |      |
| HCM Lane LOS             | B      | -      | -     | A      | A    |      |
| HCM 95th %tile Q(veh)    | 0.1    | -      | -     | 0      | -    |      |

Lanes, Volumes, Timings

3: S Farnham St & SR 97 /SR 97

08/26/2025

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| Lane Group              | EBT  | EBR  | WBL  | WBT  | NBL  | NBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     | ↖↗   |      | ↖↗   | ↖↗   | ↖↗   | ↖↗   |
| Traffic Volume (vph)    | 237  | 16   | 99   | 532  | 22   | 38   |
| Future Volume (vph)     | 237  | 16   | 99   | 532  | 22   | 38   |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     |      | 0    | 65   |      | 135  | 0    |
| Storage Lanes           |      | 0    | 1    |      | 1    | 1    |
| Taper Length (ft)       |      |      | 25   |      | 25   |      |
| Link Speed (mph)        | 30   |      |      | 30   | 25   |      |
| Link Distance (ft)      | 281  |      |      | 166  | 168  |      |
| Travel Time (s)         | 6.4  |      |      | 3.8  | 4.6  |      |
| Confl. Peds. (#/hr)     |      | 7    | 7    |      | 10   | 3    |
| Peak Hour Factor        | 0.93 | 0.93 | 0.93 | 0.93 | 0.93 | 0.93 |
| Heavy Vehicles (%)      | 6%   | 6%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            | Free |      |      | Free | Stop |      |

Intersection Summary

Area Type: Other

Control Type: Unsignalized



## HCM 7th TWSC

## 3: S Farnham St &amp; SR 97 /SR 97

08/26/2025

**Intersection**

Int Delay, s/veh 1.6

**Movement** EBT EBR WBL WBT NBL NBRLane Configurations 

Traffic Vol, veh/h 237 16 99 532 22 38

Future Vol, veh/h 237 16 99 532 22 38

Conflicting Peds, #/hr 0 7 7 0 10 3

Sign Control Free Free Free Free Stop Stop

RT Channelized - None - None - None

Storage Length - - 65 - 135 0

Veh in Median Storage, # - - 0 1 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 93 93 93 93 93 93

Heavy Vehicles, % 6 6 3 3 0 0

Mvmt Flow 255 17 106 572 24 41

**Major/Minor** Major1 Major2 Minor1

Conflicting Flow All 0 0 279 0 1065 273

Stage 1 - - - - 270 -

Stage 2 - - - - 795 -

Critical Hdwy - - 4.13 - 6.4 6.2

Critical Hdwy Stg 1 - - - - 5.4 -

Critical Hdwy Stg 2 - - - - 5.4 -

Follow-up Hdwy - - 2.227 - 3.5 3.3

Pot Cap-1 Maneuver - - 1278 - 249 770

Stage 1 - - - - 780 -

Stage 2 - - - - 448 -

Platoon blocked, % - - - -

Mov Cap-1 Maneuver - - 1269 - 224 763

Mov Cap-2 Maneuver - - - - 330 -

Stage 1 - - - - 774 -

Stage 2 - - - - 407 -

**Approach** EB WB NB

HCM Ctrl Dly, s/v 0 1.27 12.47

HCM LOS B

**Minor Lane/Major Mvmt** NBLn1 NBLn2 EBT EBR WBL WBT

Capacity (veh/h) 330 763 - - 1269 -

HCM Lane V/C Ratio 0.072 0.054 - - 0.084 -

HCM Ctrl Dly (s/v) 16.8 10 - - 8.1 -

HCM Lane LOS C A - - A -

HCM 95th %tile Q(veh) 0.2 0.2 - - 0.3 -



2045 With Project  
(Without Woolin Ave Bridge Conversion Project)

Lanes, Volumes, Timings  
1: SR 97 & W Woodin Ave

08/26/2025



| Lane Group              | EBL  | EBT  | WBT  | WBR  | SBL  | SBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     |      |      |      |      |      |      |
| Traffic Volume (vph)    | 325  | 482  | 650  | 169  | 0    | 6    |
| Future Volume (vph)     | 325  | 482  | 650  | 169  | 0    | 6    |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     | 220  |      |      | 0    | 0    | 0    |
| Storage Lanes           | 1    |      |      | 0    | 1    | 0    |
| Taper Length (ft)       | 25   |      |      |      | 25   |      |
| Link Speed (mph)        |      | 30   | 30   |      | 30   |      |
| Link Distance (ft)      |      | 382  | 100  |      | 179  |      |
| Travel Time (s)         |      | 8.7  | 2.3  |      | 4.1  |      |
| Peak Hour Factor        | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 |
| Heavy Vehicles (%)      | 3%   | 3%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            |      | Free | Free |      | Stop |      |

Intersection Summary

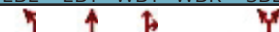
Area Type: Other  
Control Type: Unsignalized

HCM 7th TWSC  
1: SR 97 & W Woodin Ave

08/26/2025

**Intersection**

Int Delay, s/veh 2.6

**Movement** EBL EBT WBT WBR SBL SBRLane Configurations 

Traffic Vol, veh/h 325 482 650 169 0 6

Future Vol, veh/h 325 482 650 169 0 6

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Free Free Free Free Stop Stop

RT Channelized - None - None - None

Storage Length 220 - - - 0 -

Veh in Median Storage, # 0 0 - 0 -

Grade, % - 0 0 - 0 -

Peak Hour Factor 97 97 97 97 97 97

Heavy Vehicles, % 3 3 3 3 0 0

Mvmt Flow 335 497 670 174 0 6

**Major/Minor** Major1 Major2 Minor2

Conflicting Flow All 844 0 - 0 1924 757

Stage 1 - - - - 757 -

Stage 2 - - - - 1167 -

Critical Hdwy 4.13 - - - 6.4 6.2

Critical Hdwy Stg 1 - - - - 5.4 -

Critical Hdwy Stg 2 - - - - 5.4 -

Follow-up Hdwy 2.227 - - - 3.5 3.3

Pot Cap-1 Maneuver 788 - - - 74 411

Stage 1 - - - - 467 -

Stage 2 - - - - 299 -

Platoon blocked, % - - - -

Mov Cap-1 Maneuver 788 - - - 43 411

Mov Cap-2 Maneuver - - - - 43 -

Stage 1 - - - - 268 -

Stage 2 - - - - 299 -

**Approach** EB WB SB

HCM Ctrl Dly, s/v 5.2 0 13.9

HCM LOS B

**Minor Lane/Major Mvmt** EBL EBT WBT WBR SBLn1

Capacity (veh/h) 788 - - - 411

HCM Lane V/C Ratio 0.425 - - - 0.015

HCM Ctrl Dly (s/v) 12.9 - - - 13.9

HCM Lane LOS B - - - B

HCM 95th %tile Q(veh) 2.1 - - - 0

Lanes, Volumes, Timings  
2: Peterson Place & SR 97

08/26/2025

|                         |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
|-------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
|                         |  |  |  |  |  |  |
| Lane Group              | EBT                                                                               | EBR                                                                               | WBL                                                                               | WBT                                                                               | NBL                                                                               | NBR                                                                               |
| Lane Configurations     |  |                                                                                   |                                                                                   |  |  |                                                                                   |
| Traffic Volume (vph)    | 236                                                                               | 243                                                                               | 366                                                                               | 483                                                                               | 328                                                                               | 111                                                                               |
| Future Volume (vph)     | 236                                                                               | 243                                                                               | 366                                                                               | 483                                                                               | 328                                                                               | 111                                                                               |
| Ideal Flow (vphpl)      | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              |
| Grade (%)               | 0%                                                                                |                                                                                   |                                                                                   | 0%                                                                                | -7%                                                                               |                                                                                   |
| Link Speed (mph)        | 30                                                                                |                                                                                   |                                                                                   | 30                                                                                | 25                                                                                |                                                                                   |
| Link Distance (ft)      | 100                                                                               |                                                                                   |                                                                                   | 130                                                                               | 151                                                                               |                                                                                   |
| Travel Time (s)         | 2.3                                                                               |                                                                                   |                                                                                   | 3.0                                                                               | 4.1                                                                               |                                                                                   |
| Peak Hour Factor        | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              | 0.91                                                                              |
| Heavy Vehicles (%)      | 6%                                                                                | 6%                                                                                | 2%                                                                                | 2%                                                                                | 0%                                                                                | 0%                                                                                |
| Shared Lane Traffic (%) |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Sign Control            | Free                                                                              |                                                                                   |                                                                                   | Free                                                                              | Stop                                                                              |                                                                                   |
| Intersection Summary    |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Area Type:              | Other                                                                             |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Control Type:           | Unsignalized                                                                      |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |

HCM 7th TWSC  
2: Peterson Place & SR 97

08/26/2025

Intersection

Int Delay, s/veh 391.8

Movement EBT EBR WBL WBT NBL NBR

|                          |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations      | EBT  | EBR  | WBL  | WBT  | NBL  | NBR  |
| Traffic Vol, veh/h       | 236  | 243  | 366  | 483  | 328  | 111  |
| Future Vol, veh/h        | 236  | 243  | 366  | 483  | 328  | 111  |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Free | Free | Free | Free | Stop | Stop |
| RT Channelized           | -    | None | -    | None | -    | None |
| Storage Length           | -    | -    | -    | -    | 0    | -    |
| Veh in Median Storage, # | -    | -    | -    | 0    | 0    | -    |
| Grade, %                 | 0    | -    | -    | 0    | -7   | -    |
| Peak Hour Factor         | 91   | 91   | 91   | 91   | 91   | 91   |
| Heavy Vehicles, %        | 6    | 6    | 2    | 2    | 0    | 0    |
| Mvmt Flow                | 259  | 267  | 402  | 531  | 360  | 122  |

Major/Minor Major1 Major2 Minor1

|                      |   |   |       |   |       |     |
|----------------------|---|---|-------|---|-------|-----|
| Conflicting Flow All | 0 | 0 | 526   | 0 | 1728  | 393 |
| Stage 1              | - | - | -     | - | 393   | -   |
| Stage 2              | - | - | -     | - | 1335  | -   |
| Critical Hdwy        | - | - | 4.12  | - | 5     | 5.5 |
| Critical Hdwy Stg 1  | - | - | -     | - | 4     | -   |
| Critical Hdwy Stg 2  | - | - | -     | - | 4     | -   |
| Follow-up Hdwy       | - | - | 2.218 | - | 3.5   | 3.3 |
| Pot Cap-1 Maneuver   | - | - | 1040  | - | ~ 193 | 713 |
| Stage 1              | - | - | -     | - | 800   | -   |
| Stage 2              | - | - | -     | - | 417   | -   |
| Platoon blocked, %   | - | - | -     | - | -     | -   |
| Mov Cap-1 Maneuver   | - | - | 1040  | - | ~ 87  | 713 |
| Mov Cap-2 Maneuver   | - | - | -     | - | ~ 87  | -   |
| Stage 1              | - | - | -     | - | 800   | -   |
| Stage 2              | - | - | -     | - | ~ 188 | -   |

Approach EB WB NB

|                   |   |      |            |
|-------------------|---|------|------------|
| HCM Ctrl Dly, s/v | 0 | 4.58 | \$ 1568.28 |
| HCM LOS           |   |      | F          |

Minor Lane/Major MvmtNBLn1 EBT EBR WBL WBT

|                       |           |   |   |       |   |
|-----------------------|-----------|---|---|-------|---|
| Capacity (veh/h)      | 112       | - | - | 734   | - |
| HCM Lane V/C Ratio    | 4.312     | - | - | 0.387 | - |
| HCM Ctrl Dly (s/v)    | \$ 1568.3 | - | - | 10.6  | 0 |
| HCM Lane LOS          | F         | - | - | B     | A |
| HCM 95th %tile Q(veh) | 49.9      | - | - | 1.8   | - |

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s  
+: Computation Not Defined \*: All major volume in platoon

Lanes, Volumes, Timings

3: S Farnham St & SR 97 /SR 97

08/26/2025

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| Lane Group              | EBT  | EBR  | WBL  | WBT  | NBL  | NBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     | ↖    |      | ↘    | ↖    | ↘    | ↖    |
| Traffic Volume (vph)    | 338  | 16   | 99   | 867  | 22   | 38   |
| Future Volume (vph)     | 338  | 16   | 99   | 867  | 22   | 38   |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     |      | 0    | 65   |      | 135  | 0    |
| Storage Lanes           |      | 0    | 1    |      | 1    | 1    |
| Taper Length (ft)       |      |      | 25   |      | 25   |      |
| Link Speed (mph)        | 30   |      |      | 30   | 25   |      |
| Link Distance (ft)      | 281  |      |      | 166  | 168  |      |
| Travel Time (s)         | 6.4  |      |      | 3.8  | 4.6  |      |
| Confl. Peds. (#/hr)     |      | 7    | 7    |      | 10   | 3    |
| Peak Hour Factor        | 0.93 | 0.93 | 0.93 | 0.93 | 0.93 | 0.93 |
| Heavy Vehicles (%)      | 6%   | 6%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            | Free |      |      | Free | Stop |      |

Intersection Summary

Area Type: Other

Control Type: Unsignalized

# HCM 7th TWSC

3: S Farnham St & SR 97 /SR 97

08/26/2025

## Intersection

Int Delay, s/veh 1.3

## Movement

|                          | EBT  | EBR  | WBL  | WBT  | NBL  | NBR  |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations      | ↑    |      | ↑    | ↑    | ↑    | ↑    |
| Traffic Vol, veh/h       | 338  | 16   | 99   | 867  | 22   | 38   |
| Future Vol, veh/h        | 338  | 16   | 99   | 867  | 22   | 38   |
| Conflicting Peds, #/hr   | 0    | 7    | 7    | 0    | 10   | 3    |
| Sign Control             | Free | Free | Free | Free | Stop | Stop |
| RT Channelized           | -    | None | -    | None | -    | None |
| Storage Length           | -    | -    | 65   | -    | 135  | 0    |
| Veh in Median Storage, # | -    | -    | -    | 0    | 1    | -    |
| Grade, %                 | 0    | -    | -    | 0    | 0    | -    |
| Peak Hour Factor         | 93   | 93   | 93   | 93   | 93   | 93   |
| Heavy Vehicles, %        | 6    | 6    | 3    | 3    | 0    | 0    |
| Mvmt Flow                | 363  | 17   | 106  | 932  | 24   | 41   |

## Major/Minor

|                      | Major1 | Major2 | Minor1 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 0      | 0      | 388    |
| Stage 1              | -      | -      | -      |
| Stage 2              | -      | -      | -      |
| Critical Hdwy        | -      | -      | 4.13   |
| Critical Hdwy Stg 1  | -      | -      | -      |
| Critical Hdwy Stg 2  | -      | -      | -      |
| Follow-up Hdwy       | -      | -      | 2.227  |
| Pot Cap-1 Maneuver   | -      | -      | 1165   |
| Stage 1              | -      | -      | -      |
| Stage 2              | -      | -      | -      |
| Platoon blocked, %   | -      | -      | -      |
| Mov Cap-1 Maneuver   | -      | -      | 1158   |
| Mov Cap-2 Maneuver   | -      | -      | -      |
| Stage 1              | -      | -      | -      |
| Stage 2              | -      | -      | -      |

## Approach

|                   | EB | WB   | NB    |
|-------------------|----|------|-------|
| HCM Ctrl Dly, s/v | 0  | 0.86 | 15.45 |
| HCM LOS           |    |      | C     |

## Minor Lane/Major Mvmt

|                       | NBLn1 | NBLn2 | EBT | EBR | WBL   | WBT |
|-----------------------|-------|-------|-----|-----|-------|-----|
| Capacity (veh/h)      | 218   | 663   | -   | -   | 1158  | -   |
| HCM Lane V/C Ratio    | 0.109 | 0.062 | -   | -   | 0.092 | -   |
| HCM Ctrl Dly (s/v)    | 23.5  | 10.8  | -   | -   | 8.4   | -   |
| HCM Lane LOS          | C     | B     | -   | -   | A     | -   |
| HCM 95th %tile Q(veh) | 0.4   | 0.2   | -   | -   | 0.3   | -   |





2045 No Action  
(With WooLin Ave BriLge Conversion Project)

Lanes, Volumes, Timings  
1: SR 97 & W Woodin Ave

08/26/2025



| Lane Group              | EBL  | EBT  | WBT  | WBR  | SBL  | SBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     |      |      |      |      |      |      |
| Traffic Volume (vph)    | 325  | 257  | 213  | 27   | 8    | 281  |
| Future Volume (vph)     | 325  | 257  | 213  | 27   | 8    | 281  |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     | 220  |      |      | 0    | 0    | 0    |
| Storage Lanes           | 1    |      |      | 0    | 1    | 0    |
| Taper Length (ft)       | 25   |      |      |      | 25   |      |
| Link Speed (mph)        |      | 30   | 30   |      | 30   |      |
| Link Distance (ft)      |      | 382  | 100  |      | 179  |      |
| Travel Time (s)         |      | 8.7  | 2.3  |      | 4.1  |      |
| Peak Hour Factor        | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 |
| Heavy Vehicles (%)      | 3%   | 3%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            |      | Free | Free |      | Stop |      |

Intersection Summary

Area Type: Other  
Control Type: Unsignalized

HCM 7th TWSC  
1: SR 97 & W Woodin Ave

08/26/2025

| Intersection             |        |        |      |        |       |       |
|--------------------------|--------|--------|------|--------|-------|-------|
| Int Delay, s/veh         | 6      |        |      |        |       |       |
| Movement                 | EBL    | EBT    | WBT  | WBR    | SBL   | SBR   |
| Lane Configurations      | ↰      | ↱      | ↰    |        | ↰     | ↱     |
| Traffic Vol, veh/h       | 325    | 257    | 213  | 27     | 8     | 281   |
| Future Vol, veh/h        | 325    | 257    | 213  | 27     | 8     | 281   |
| Conflicting Peds, #/hr   | 0      | 0      | 0    | 0      | 0     | 0     |
| Sign Control             | Free   | Free   | Free | Free   | Stop  | Stop  |
| RT Channelized           | -      | None   | -    | None   | -     | None  |
| Storage Length           | 220    | -      | -    | -      | 0     | -     |
| Veh in Median Storage, # | 0      | 0      | -    | 0      | -     | -     |
| Grade, %                 | -      | 0      | 0    | -      | 0     | -     |
| Peak Hour Factor         | 97     | 97     | 97   | 97     | 97    | 97    |
| Heavy Vehicles, %        | 3      | 3      | 3    | 3      | 0     | 0     |
| Mvmt Flow                | 335    | 265    | 220  | 28     | 8     | 290   |
|                          |        |        |      |        |       |       |
| Major/Minor              | Major1 | Major2 |      | Minor2 |       |       |
| Conflicting Flow All     | 247    | 0      | -    | 0      | 1169  | 234   |
| Stage 1                  | -      | -      | -    | -      | 234   | -     |
| Stage 2                  | -      | -      | -    | -      | 935   | -     |
| Critical Hdwy            | 4.13   | -      | -    | -      | 6.4   | 6.2   |
| Critical Hdwy Stg 1      | -      | -      | -    | -      | 5.4   | -     |
| Critical Hdwy Stg 2      | -      | -      | -    | -      | 5.4   | -     |
| Follow-up Hdwy           | 2.227  | -      | -    | -      | 3.5   | 3.3   |
| Pot Cap-1 Maneuver       | 1313   | -      | -    | -      | 216   | 811   |
| Stage 1                  | -      | -      | -    | -      | 810   | -     |
| Stage 2                  | -      | -      | -    | -      | 385   | -     |
| Platoon blocked, %       |        | -      | -    | -      |       |       |
| Mov Cap-1 Maneuver       | 1313   | -      | -    | -      | 161   | 811   |
| Mov Cap-2 Maneuver       | -      | -      | -    | -      | 161   | -     |
| Stage 1                  | -      | -      | -    | -      | 603   | -     |
| Stage 2                  | -      | -      | -    | -      | 385   | -     |
|                          |        |        |      |        |       |       |
| Approach                 | EB     | WB     |      | SB     |       |       |
| HCM Ctrl Dly, s/v        | 4.85   | 0      |      | 13.31  |       |       |
| HCM LOS                  |        |        |      | B      |       |       |
|                          |        |        |      |        |       |       |
| Minor Lane/Major Mvmt    | EBL    | EBT    | WBT  | WBR    | SBLn1 | SBRn1 |
| Capacity (veh/h)         | 1313   | -      | -    | -      | -     | 729   |
| HCM Lane V/C Ratio       | 0.255  | -      | -    | -      | -     | 0.409 |
| HCM Ctrl Dly (s/v)       | 8.7    | -      | -    | -      | -     | 13.3  |
| HCM Lane LOS             | A      | -      | -    | -      | -     | B     |
| HCM 95th %tile Q(veh)    | 1      | -      | -    | -      | -     | 2     |

Lanes, Volumes, Timings  
2: Peterson Place & SR 97

08/26/2025

|                         |              |      |      |      |      |      |
|-------------------------|--------------|------|------|------|------|------|
|                         | →            | ↘    | ↙    | ←    | ↖    | ↗    |
| Lane Group              | EBT          | EBR  | WBL  | WBT  | NBL  | NBR  |
| Lane Configurations     | ↰            |      |      | ↱    | ↱    |      |
| Traffic Volume (vph)    | 245          | 17   | 5    | 226  | 11   | 4    |
| Future Volume (vph)     | 245          | 17   | 5    | 226  | 11   | 4    |
| Ideal Flow (vphpl)      | 1900         | 1900 | 1900 | 1900 | 1900 | 1900 |
| Grade (%)               | 0%           |      |      | 0%   | -7%  |      |
| Link Speed (mph)        | 30           |      |      | 30   | 25   |      |
| Link Distance (ft)      | 100          |      |      | 130  | 151  |      |
| Travel Time (s)         | 2.3          |      |      | 3.0  | 4.1  |      |
| Peak Hour Factor        | 0.91         | 0.91 | 0.91 | 0.91 | 0.91 | 0.91 |
| Heavy Vehicles (%)      | 6%           | 6%   | 2%   | 2%   | 0%   | 0%   |
| Shared Lane Traffic (%) |              |      |      |      |      |      |
| Sign Control            | Free         |      |      | Free | Stop |      |
| Intersection Summary    |              |      |      |      |      |      |
| Area Type:              | Other        |      |      |      |      |      |
| Control Type:           | Unsignalized |      |      |      |      |      |

HCM 7th TWSC  
2: Peterson Place & SR 97

08/26/2025

| Intersection             |        |        |       |        |       |      |
|--------------------------|--------|--------|-------|--------|-------|------|
| Int Delay, s/veh         | 0.4    |        |       |        |       |      |
| Movement                 | EBT    | EBR    | WBL   | WBT    | NBL   | NBR  |
| Lane Configurations      | T      |        |       | T      |       | T    |
| Traffic Vol, veh/h       | 245    | 17     | 5     | 226    | 11    | 4    |
| Future Vol, veh/h        | 245    | 17     | 5     | 226    | 11    | 4    |
| Conflicting Peds, #/hr   | 0      | 0      | 0     | 0      | 0     | 0    |
| Sign Control             | Free   | Free   | Free  | Free   | Stop  | Stop |
| RT Channelized           | -      | None   | -     | None   | -     | None |
| Storage Length           | -      | -      | -     | -      | 0     | -    |
| Veh in Median Storage, # | -      | -      | -     | 0      | 0     | -    |
| Grade, %                 | 0      | -      | -     | 0      | -7    | -    |
| Peak Hour Factor         | 91     | 91     | 91    | 91     | 91    | 91   |
| Heavy Vehicles, %        | 6      | 6      | 2     | 2      | 0     | 0    |
| Mvmt Flow                | 269    | 19     | 5     | 248    | 12    | 4    |
|                          |        |        |       |        |       |      |
| Major/Minor              | Major1 | Major2 |       | Minor1 |       |      |
| Conflicting Flow All     | 0      | 0      | 288   | 0      | 538   | 279  |
| Stage 1                  | -      | -      | -     | -      | 279   | -    |
| Stage 2                  | -      | -      | -     | -      | 259   | -    |
| Critical Hdwy            | -      | -      | 4.12  | -      | 5     | 5.5  |
| Critical Hdwy Stg 1      | -      | -      | -     | -      | 4     | -    |
| Critical Hdwy Stg 2      | -      | -      | -     | -      | 4     | -    |
| Follow-up Hdwy           | -      | -      | 2.218 | -      | 3.5   | 3.3  |
| Pot Cap-1 Maneuver       | -      | -      | 1274  | -      | 626   | 808  |
| Stage 1                  | -      | -      | -     | -      | 862   | -    |
| Stage 2                  | -      | -      | -     | -      | 872   | -    |
| Platoon blocked, %       | -      | -      |       | -      |       |      |
| Mov Cap-1 Maneuver       | -      | -      | 1274  | -      | 623   | 808  |
| Mov Cap-2 Maneuver       | -      | -      | -     | -      | 623   | -    |
| Stage 1                  | -      | -      | -     | -      | 862   | -    |
| Stage 2                  | -      | -      | -     | -      | 868   | -    |
|                          |        |        |       |        |       |      |
|                          |        |        |       |        |       |      |
| Approach                 | EB     |        | WB    |        | NB    |      |
| HCM Ctrl Dly, s/v        | 0      |        | 0.17  |        | 10.57 |      |
| HCM LOS                  |        |        |       |        | B     |      |
|                          |        |        |       |        |       |      |
| Minor Lane/Major Mvmt    | NBLn1  | EBT    | EBR   | WBL    | WBT   |      |
| Capacity (veh/h)         | 663    | -      | -     | 39     | -     |      |
| HCM Lane V/C Ratio       | 0.025  | -      | -     | 0.004  | -     |      |
| HCM Ctrl Dly (s/v)       | 10.6   | -      | -     | 7.8    | 0     |      |
| HCM Lane LOS             | B      | -      | -     | A      | A     |      |
| HCM 95th %tile Q(veh)    | 0.1    | -      | -     | 0      | -     |      |

Lanes, Volumes, Timings

3: S Farnham St & SR 97 /SR 97

08/26/2025

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| Lane Group              | EBT  | EBR  | WBL  | WBT  | NBL  | NBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     | ↰    |      | ↰    | ↱    | ↰    | ↱    |
| Traffic Volume (vph)    | 237  | 16   | 99   | 249  | 22   | 38   |
| Future Volume (vph)     | 237  | 16   | 99   | 249  | 22   | 38   |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     |      | 0    | 65   |      | 135  | 0    |
| Storage Lanes           |      | 0    | 1    |      | 1    | 1    |
| Taper Length (ft)       |      |      | 25   |      | 25   |      |
| Link Speed (mph)        | 30   |      |      | 30   | 25   |      |
| Link Distance (ft)      | 281  |      |      | 166  | 168  |      |
| Travel Time (s)         | 6.4  |      |      | 3.8  | 4.6  |      |
| Confl. Peds. (#/hr)     |      | 7    | 7    |      | 10   | 3    |
| Peak Hour Factor        | 0.93 | 0.93 | 0.93 | 0.93 | 0.93 | 0.93 |
| Heavy Vehicles (%)      | 6%   | 6%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            | Free |      |      | Free | Stop |      |

Intersection Summary

Area Type: Other

Control Type: Unsignalized

## HCM 7th TWSC

## 3: S Farnham St &amp; SR 97 /SR 97

08/26/2025

**Intersection**

Int Delay, s/veh 2.2

**Movement** EBT EBR WBL WBT NBL NBRLane Configurations 

Traffic Vol, veh/h 237 16 99 249 22 38

Future Vol, veh/h 237 16 99 249 22 38

Conflicting Peds, #/hr 0 7 7 0 10 3

Sign Control Free Free Free Free Stop Stop

RT Channelized - None - None - None

Storage Length - - 65 - 135 0

Veh in Median Storage, # - - 0 1 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 93 93 93 93 93 93

Heavy Vehicles, % 6 6 3 3 0 0

Mvmt Flow 255 17 106 268 24 41

**Major/Minor** Major1 Major2 Minor1

Conflicting Flow All 0 0 279 0 761 273

Stage 1 - - - - 270 -

Stage 2 - - - - 491 -

Critical Hdwy - - 4.13 - 6.4 6.2

Critical Hdwy Stg 1 - - - - 5.4 -

Critical Hdwy Stg 2 - - - - 5.4 -

Follow-up Hdwy - - 2.227 - 3.5 3.3

Pot Cap-1 Maneuver - - 1278 - 376 770

Stage 1 - - - - 780 -

Stage 2 - - - - 620 -

Platoon blocked, % - - - -

Mov Cap-1 Maneuver - - 1269 - 339 763

Mov Cap-2 Maneuver - - - - 444 -

Stage 1 - - - - 774 -

Stage 2 - - - - 562 -

**Approach** EB WB NB

HCM Ctrl Dly, s/v 0 2.3 11.3

HCM LOS B

**Minor Lane/Major Mvmt** NBLn1 NBLn2 EBT EBR WBL WBT

Capacity (veh/h) 444 763 - - 1269 -

HCM Lane V/C Ratio 0.053 0.054 - - 0.084 -

HCM Ctrl Dly (s/v) 13.6 10 - - 8.1 -

HCM Lane LOS B A - - A -

HCM 95th %tile Q(veh) 0.2 0.2 - - 0.3 -



2045 With Project  
(With WooLin Ave BriLge Conversion Project)



Lanes, Volumes, Timings  
1: SR 97 & W Woodin Ave

08/26/2025



| Lane Group              | EBL  | EBT  | WBT  | WBR  | SBL  | SBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     |      |      |      |      |      |      |
| Traffic Volume (vph)    | 325  | 482  | 375  | 169  | 202  | 281  |
| Future Volume (vph)     | 325  | 482  | 375  | 169  | 202  | 281  |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     | 220  |      |      | 0    | 0    | 0    |
| Storage Lanes           | 1    |      |      | 0    | 1    | 0    |
| Taper Length (ft)       | 25   |      |      |      | 25   |      |
| Link Speed (mph)        |      | 30   | 30   |      | 30   |      |
| Link Distance (ft)      |      | 382  | 100  |      | 179  |      |
| Travel Time (s)         |      | 8.7  | 2.3  |      | 4.1  |      |
| Peak Hour Factor        | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 |
| Heavy Vehicles (%)      | 3%   | 3%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            |      | Free | Free |      | Stop |      |

Intersection Summary

Area Type: Other  
Control Type: Unsignalized

HCM 7th TWSC  
1: SR 97 & W Woodin Ave

08/26/2025

Intersection

Int Delay, s/veh 289.7

Movement EBL EBT WBT WBR SBL SBR

|                          |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations      | ↰    | ↱    | ↰    | ↱    | ↰    | ↱    |
| Traffic Vol, veh/h       | 325  | 482  | 375  | 169  | 202  | 281  |
| Future Vol, veh/h        | 325  | 482  | 375  | 169  | 202  | 281  |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Free | Free | Free | Free | Stop | Stop |
| RT Channelized           | -    | None | -    | None | -    | None |
| Storage Length           | 220  | -    | -    | -    | 0    | -    |
| Veh in Median Storage, # | 0    | 0    | -    | 0    | -    | -    |
| Grade, %                 | -    | 0    | 0    | -    | 0    | -    |
| Peak Hour Factor         | 97   | 97   | 97   | 97   | 97   | 97   |
| Heavy Vehicles, %        | 3    | 3    | 3    | 3    | 0    | 0    |
| Mvmt Flow                | 335  | 497  | 387  | 174  | 208  | 290  |

Major/Minor Major1 Major2 Minor2

|                      |       |   |   |   |       |     |
|----------------------|-------|---|---|---|-------|-----|
| Conflicting Flow All | 561   | 0 | - | 0 | 1641  | 474 |
| Stage 1              | -     | - | - | - | 474   | -   |
| Stage 2              | -     | - | - | - | 1167  | -   |
| Critical Hdwy        | 4.13  | - | - | - | 6.4   | 6.2 |
| Critical Hdwy Stg 1  | -     | - | - | - | 5.4   | -   |
| Critical Hdwy Stg 2  | -     | - | - | - | 5.4   | -   |
| Follow-up Hdwy       | 2.227 | - | - | - | 3.5   | 3.3 |
| Pot Cap-1 Maneuver   | 1005  | - | - | - | ~ 111 | 595 |
| Stage 1              | -     | - | - | - | 631   | -   |
| Stage 2              | -     | - | - | - | 299   | -   |
| Platoon blocked, %   | -     | - | - | - | -     | -   |
| Mov Cap-1 Maneuver   | 1005  | - | - | - | ~ 74  | 595 |
| Mov Cap-2 Maneuver   | -     | - | - | - | ~ 74  | -   |
| Stage 1              | -     | - | - | - | 421   | -   |
| Stage 2              | -     | - | - | - | 299   | -   |

Approach EB WB SB

|                   |      |   |           |
|-------------------|------|---|-----------|
| HCM Ctrl Dly, s/v | 4.17 | 0 | \$ 1093.2 |
| HCM LOS           |      |   | F         |

Minor Lane/Major Mvmt EBL EBT WBT WBR SBLn1

|                       |       |   |   |   |           |
|-----------------------|-------|---|---|---|-----------|
| Capacity (veh/h)      | 1005  | - | - | - | 151       |
| HCM Lane V/C Ratio    | 0.333 | - | - | - | 3.292     |
| HCM Ctrl Dly (s/v)    | 10.4  | - | - | - | \$ 1093.2 |
| HCM Lane LOS          | B     | - | - | - | F         |
| HCM 95th %tile Q(veh) | 1.5   | - | - | - | 47.3      |

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s  
+: Computation Not Defined \*: All major volume in platoon

Lanes, Volumes, Timings  
2: Peterson Place & SR 97

08/26/2025

|                         |                                                                                   |      |      |                                                                                   |                                                                                   |      |
|-------------------------|-----------------------------------------------------------------------------------|------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|
|                         | →                                                                                 | ↘    | ↙    | ←                                                                                 | ↖                                                                                 | ↗    |
| Lane Group              | EBT                                                                               | EBR  | WBL  | WBT                                                                               | NBL                                                                               | NBR  |
| Lane Configurations     |  |      |      |  |  |      |
| Traffic Volume (vph)    | 231                                                                               | 450  | 159  | 213                                                                               | 324                                                                               | 115  |
| Future Volume (vph)     | 231                                                                               | 450  | 159  | 213                                                                               | 324                                                                               | 115  |
| Ideal Flow (vphpl)      | 1900                                                                              | 1900 | 1900 | 1900                                                                              | 1900                                                                              | 1900 |
| Grade (%)               | 0%                                                                                |      |      | 0%                                                                                | -7%                                                                               |      |
| Link Speed (mph)        | 30                                                                                |      |      | 30                                                                                | 25                                                                                |      |
| Link Distance (ft)      | 100                                                                               |      |      | 130                                                                               | 151                                                                               |      |
| Travel Time (s)         | 2.3                                                                               |      |      | 3.0                                                                               | 4.1                                                                               |      |
| Peak Hour Factor        | 0.91                                                                              | 0.91 | 0.91 | 0.91                                                                              | 0.91                                                                              | 0.91 |
| Heavy Vehicles (%)      | 6%                                                                                | 6%   | 2%   | 2%                                                                                | 0%                                                                                | 0%   |
| Shared Lane Traffic (%) |                                                                                   |      |      |                                                                                   |                                                                                   |      |
| Sign Control            | Free                                                                              |      |      | Free                                                                              | Stop                                                                              |      |
| Intersection Summary    |                                                                                   |      |      |                                                                                   |                                                                                   |      |
| Area Type:              | Other                                                                             |      |      |                                                                                   |                                                                                   |      |
| Control Type:           | Unsignalized                                                                      |      |      |                                                                                   |                                                                                   |      |

HCM 7th TWSC  
2: Peterson Place & SR 97

08/26/2025

| Intersection                                                 |        |        |        |        |       |      |
|--------------------------------------------------------------|--------|--------|--------|--------|-------|------|
| Int Delay, s/veh                                             | 75.3   |        |        |        |       |      |
| Movement                                                     | EBT    | EBR    | WBL    | WBT    | NBL   | NBR  |
| Lane Configurations                                          | 1      |        |        | 1      | Y     |      |
| Traffic Vol, veh/h                                           | 231    | 450    | 159    | 213    | 324   | 115  |
| Future Vol, veh/h                                            | 231    | 450    | 159    | 213    | 324   | 115  |
| Conflicting Peds, #/hr                                       | 0      | 0      | 0      | 0      | 0     | 0    |
| Sign Control                                                 | Free   | Free   | Free   | Free   | Stop  | Stop |
| RT Channelized                                               | -      | None   | -      | None   | -     | None |
| Storage Length                                               | -      | -      | -      | -      | 0     | -    |
| Veh in Median Storage, #                                     | -      | -      | -      | 0      | 0     | -    |
| Grade, %                                                     | 0      | -      | -      | 0      | -7    | -    |
| Peak Hour Factor                                             | 91     | 91     | 91     | 91     | 91    | 91   |
| Heavy Vehicles, %                                            | 6      | 6      | 2      | 2      | 0     | 0    |
| Mvmt Flow                                                    | 254    | 495    | 175    | 234    | 356   | 126  |
| Major/Minor                                                  | Major1 | Major2 | Minor1 |        |       |      |
| Conflicting Flow All                                         | 0      | 0      | 748    | 0      | 1085  | 501  |
| Stage 1                                                      | -      | -      | -      | -      | 501   | -    |
| Stage 2                                                      | -      | -      | -      | -      | 584   | -    |
| Critical Hdwy                                                | -      | -      | 4.12   | -      | 5     | 5.5  |
| Critical Hdwy Stg 1                                          | -      | -      | -      | -      | 4     | -    |
| Critical Hdwy Stg 2                                          | -      | -      | -      | -      | 4     | -    |
| Follow-up Hdwy                                               | -      | -      | 2.218  | -      | 3.5   | 3.3  |
| Pot Cap-1 Maneuver                                           | -      | -      | 860    | -      | 369   | 633  |
| Stage 1                                                      | -      | -      | -      | -      | 745   | -    |
| Stage 2                                                      | -      | -      | -      | -      | 705   | -    |
| Platoon blocked, %                                           | -      | -      | -      | -      | -     | -    |
| Mov Cap-1 Maneuver                                           | -      | -      | 860    | -      | ~ 283 | 633  |
| Mov Cap-2 Maneuver                                           | -      | -      | -      | -      | ~ 283 | -    |
| Stage 1                                                      | -      | -      | -      | -      | 745   | -    |
| Stage 2                                                      | -      | -      | -      | -      | 540   | -    |
| Approach                                                     | EB     | WB     |        | NB     |       |      |
| HCM Ctrl Dly, s/v                                            | 0      | 4.38   |        | 252.36 |       |      |
| HCM LOS                                                      |        |        |        | F      |       |      |
| Minor Lane/Major Mvmt                                        | NBLn1  | EBT    | EBR    | WBL    | WBT   |      |
| Capacity (veh/h)                                             | 331    | -      | -      | 748    | -     |      |
| HCM Lane V/C Ratio                                           | 1.458  | -      | -      | 0.203  | -     |      |
| HCM Ctrl Dly (s/v)                                           | 252.4  | -      | -      | 10.2   | 0     |      |
| HCM Lane LOS                                                 | F      | -      | -      | B      | A     |      |
| HCM 95th %tile Q(veh)                                        | 25.9   | -      | -      | 0.8    | -     |      |
| Notes                                                        |        |        |        |        |       |      |
| ~: Volume exceeds capacity    \$: Delay exceeds 300s         |        |        |        |        |       |      |
| +: Computation Not Defined    *: All major volume in platoon |        |        |        |        |       |      |

Lanes, Volumes, Timings

3: S Farnham St & SR 97 /SR 97

08/26/2025

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| Lane Group              | EBT  | EBR  | WBL  | WBT  | NBL  | NBR  |
|-------------------------|------|------|------|------|------|------|
| Lane Configurations     | ↰    |      | ↰    | ↱    | ↰    | ↱    |
| Traffic Volume (vph)    | 338  | 16   | 99   | 390  | 22   | 38   |
| Future Volume (vph)     | 338  | 16   | 99   | 390  | 22   | 38   |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft)     |      | 0    | 65   |      | 135  | 0    |
| Storage Lanes           |      | 0    | 1    |      | 1    | 1    |
| Taper Length (ft)       |      |      | 25   |      | 25   |      |
| Link Speed (mph)        | 30   |      |      | 30   | 25   |      |
| Link Distance (ft)      | 281  |      |      | 166  | 168  |      |
| Travel Time (s)         | 6.4  |      |      | 3.8  | 4.6  |      |
| Confl. Peds. (#/hr)     |      | 7    | 7    |      | 10   | 3    |
| Peak Hour Factor        | 0.93 | 0.93 | 0.93 | 0.93 | 0.93 | 0.93 |
| Heavy Vehicles (%)      | 6%   | 6%   | 3%   | 3%   | 0%   | 0%   |
| Shared Lane Traffic (%) |      |      |      |      |      |      |
| Sign Control            | Free |      |      | Free | Stop |      |

Intersection Summary

Area Type: Other

Control Type: Unsignalized

# HCM 7th TWSC

## 3: S Farnham St & SR 97 /SR 97

08/26/2025

### Intersection

Int Delay, s/veh 1.8

### Movement

|                          | EBT  | EBR  | WBL  | WBT  | NBL  | NBR  |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations      | ↶    |      | ↶    | ↶    | ↶    | ↶    |
| Traffic Vol, veh/h       | 338  | 16   | 99   | 390  | 22   | 38   |
| Future Vol, veh/h        | 338  | 16   | 99   | 390  | 22   | 38   |
| Conflicting Peds, #/hr   | 0    | 7    | 7    | 0    | 10   | 3    |
| Sign Control             | Free | Free | Free | Free | Stop | Stop |
| RT Channelized           | -    | None | -    | None | -    | None |
| Storage Length           | -    | -    | 65   | -    | 135  | 0    |
| Veh in Median Storage, # | -    | -    | -    | 0    | 1    | -    |
| Grade, %                 | 0    | -    | -    | 0    | 0    | -    |
| Peak Hour Factor         | 93   | 93   | 93   | 93   | 93   | 93   |
| Heavy Vehicles, %        | 6    | 6    | 3    | 3    | 0    | 0    |
| Mvmt Flow                | 363  | 17   | 106  | 419  | 24   | 41   |

### Major/Minor

|                      | Major1 | Major2 | Minor1 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 0      | 0      | 388    |
| Stage 1              | -      | -      | -      |
| Stage 2              | -      | -      | -      |
| Critical Hdwy        | -      | -      | 4.13   |
| Critical Hdwy Stg 1  | -      | -      | -      |
| Critical Hdwy Stg 2  | -      | -      | -      |
| Follow-up Hdwy       | -      | -      | 2.227  |
| Pot Cap-1 Maneuver   | -      | -      | 1165   |
| Stage 1              | -      | -      | -      |
| Stage 2              | -      | -      | -      |
| Platoon blocked, %   | -      | -      | -      |
| Mov Cap-1 Maneuver   | -      | -      | 1158   |
| Mov Cap-2 Maneuver   | -      | -      | -      |
| Stage 1              | -      | -      | -      |
| Stage 2              | -      | -      | -      |

### Approach

|                   | EB | WB   | NB    |
|-------------------|----|------|-------|
| HCM Ctrl Dly, s/v | 0  | 1.71 | 12.61 |
| HCM LOS           |    |      | B     |

### Minor Lane/Major Mvmt

|                       | NBLn1 | NBLn2 | EBT | EBR | WBL   | WBT |
|-----------------------|-------|-------|-----|-----|-------|-----|
| Capacity (veh/h)      | 358   | 663   | -   | -   | 1158  | -   |
| HCM Lane V/C Ratio    | 0.066 | 0.062 | -   | -   | 0.092 | -   |
| HCM Ctrl Dly (s/v)    | 15.8  | 10.8  | -   | -   | 8.4   | -   |
| HCM Lane LOS          | C     | B     | -   | -   | A     | -   |
| HCM 95th %tile Q(veh) | 0.2   | 0.2   | -   | -   | 0.3   | -   |



# AppenLix E

Trip Generation Calculations  
for U0-Year BuilLout Plan

**Bella Serra Short Plat (Chelan)**  
**2035 Weekday Daily Trip Generation Summary**

| Land Use                                    | Size/Units <sup>1</sup>    | ITE<br>LUC <sup>2</sup> | Trip Rate or<br>Equation <sup>2</sup> | Directional Distribution |     | Trips Generated |       |       |
|---------------------------------------------|----------------------------|-------------------------|---------------------------------------|--------------------------|-----|-----------------|-------|-------|
|                                             |                            |                         |                                       | In                       | Out | In              | Out   | Total |
| DAILY                                       |                            |                         |                                       |                          |     |                 |       |       |
| Proposed Use:                               |                            |                         |                                       |                          |     |                 |       |       |
| Site A (Bella Serra)                        |                            |                         |                                       |                          |     |                 |       |       |
| Single Family Attached Housing              | 80 DU                      | 215                     | T =6.53(X)+3.25                       | 50%                      | 50% | 263             | 263   | 526   |
| Hotel                                       | 250 Rooms                  | 310                     | 5.84                                  | 50%                      | 50% | 730             | 730   | 1,460 |
| Wine Tasting Room                           | 2,500 GFA                  | 970                     | 111.85                                | 50%                      | 50% | 140             | 140   | 280   |
| Fast Casual Restaurant                      | 3,500 GFA                  | 930                     | 225.89                                | 50%                      | 50% | 395             | 396   | 791   |
|                                             | Pass-by Trips <sup>3</sup> | 43%                     |                                       |                          |     | -170            | -170  | -340  |
| Subtotal (less pass-by) =                   |                            |                         |                                       |                          |     | 1,358           | 1,359 | 2,717 |
| Site B (Holiday Hills - Phase 1)            |                            |                         |                                       |                          |     |                 |       |       |
| Single Family Attached Housing              | 175 DU                     | 215                     | T =6.53(X)+3.25                       | 50%                      | 50% | 573             | 573   | 1,146 |
| Single Family Detached Housing              | 30 DU                      | 210                     | 9.09                                  | 50%                      | 50% | 137             | 136   | 273   |
| Subtotal =                                  |                            |                         |                                       |                          |     | 710             | 709   | 1,419 |
| Site B (Holiday Hills - Phase 2)            |                            |                         |                                       |                          |     |                 |       |       |
| Single Family Detached Housing              | 55 DU                      | 210                     | 9.09                                  | 50%                      | 50% | 250             | 250   | 500   |
| Subtotal =                                  |                            |                         |                                       |                          |     | 250             | 250   | 500   |
| Future Development (Road A - Buildout Year) |                            |                         |                                       |                          |     |                 |       |       |
| Recreational Homes                          | 150 DU                     | 260                     | 3.68                                  | 50%                      | 50% | 276             | 276   | 552   |
| Single Family Detached Housing              | 200 DU                     | 210                     | 9.09                                  | 50%                      | 50% | 909             | 909   | 1,818 |
| Wine Tasting Room                           | 2,500 GFA                  | 970                     | 111.85                                | 50%                      | 50% | 140             | 140   | 280   |
| High Turnover (Sit-Down) Restaurant         | 6,000 GFA                  | 932                     | 103.75                                | 50%                      | 50% | 312             | 312   | 623   |
|                                             | Pass-by Trips <sup>3</sup> | 43%                     |                                       |                          |     | -134            | -134  | -268  |
| Subtotal (less pass-by) =                   |                            |                         |                                       |                          |     | 1,503           | 1,503 | 3,005 |
| Gross Proposed Daily Trips =                |                            |                         |                                       |                          |     | 4,125           | 4,125 | 8,249 |
| Less Total Pass-By Trips =                  |                            |                         |                                       |                          |     | -304            | -304  | -608  |
| Net New Daily Trips =                       |                            |                         |                                       |                          |     | 3,821           | 3,821 | 7,641 |

**Notes:**<sup>1</sup> DU = Dwelling Units. GFA = Gross Floor Area.<sup>2</sup> Based on Institute of Transportation Engineers (ITE) *Trip Generation* Manual, 12th Edition, 2025.<sup>3</sup> Passby percent based on the PM peak hour of LUC 932 in the Institute of Transportation Engineers, Trip Generation Manual, 12th Edition.



**Bella Serra Short Plat (Chelan)**  
**2035 Weekday AM Peak Hour Trip Generation Summary**

| Land Use                                    | Size/Units <sup>1</sup>    | ITE<br>LUC <sup>2</sup> | Trip Rate or<br>Equation <sup>2</sup> | Directional Distribution |     | Trips Generated |     |       |
|---------------------------------------------|----------------------------|-------------------------|---------------------------------------|--------------------------|-----|-----------------|-----|-------|
|                                             |                            |                         |                                       | In                       | Out | In              | Out | Total |
| AM PEAK HOUR                                |                            |                         |                                       |                          |     |                 |     |       |
| Proposed Use:                               |                            |                         |                                       |                          |     |                 |     |       |
| Site A (Bella Serra)                        |                            |                         |                                       |                          |     |                 |     |       |
| Single Family Attached Housing              | 80 DU                      | 215                     | T =0.59(X)-15.25                      | 25%                      | 75% | 8               | 24  | 32    |
| Hotel                                       | 250 Rooms                  | 310                     | 0.34                                  | 52%                      | 48% | 44              | 41  | 85    |
| Wine Tasting Room                           | 2,500 GFA                  | 970                     | 15.62                                 | 50%                      | 50% | 19              | 20  | 39    |
| Fast Casual Restaurant                      | 3,500 GFA                  | 930                     | 1.58                                  | 64%                      | 36% | 4               | 2   | 6     |
|                                             | Pass-by Trips <sup>3</sup> | 43%                     |                                       |                          |     | -2              | -1  | -3    |
| Subtotal (less pass-by) =                   |                            |                         |                                       |                          |     | 73              | 86  | 159   |
| Site B (Holiday Hills - Phase 1)            |                            |                         |                                       |                          |     |                 |     |       |
| Single Family Attached Housing              | 175 DU                     | 215                     | T =0.59(X)-15.25                      | 25%                      | 75% | 22              | 66  | 88    |
| Single Family Detached Housing              | 30 DU                      | 210                     | T =0.67(X)+5.59                       | 27%                      | 73% | 7               | 19  | 26    |
| Subtotal =                                  |                            |                         |                                       |                          |     | 29              | 85  | 114   |
| Site B (Holiday Hills - Phase 2)            |                            |                         |                                       |                          |     |                 |     |       |
| Single Family Detached Housing              | 55 DU                      | 210                     | T =0.67(X)+5.59                       | 27%                      | 73% | 11              | 31  | 42    |
| Subtotal =                                  |                            |                         |                                       |                          |     | 11              | 31  | 42    |
| Future Development (Road A - Buildout Year) |                            |                         |                                       |                          |     |                 |     |       |
| Recreational Homes                          | 150 DU                     | 260                     | 0.24                                  | 35%                      | 65% | 13              | 23  | 36    |
| Single Family Detached Housing              | 200 DU                     | 210                     | T =0.67(X)+5.59                       | 27%                      | 73% | 38              | 102 | 140   |
| Wine Tasting Room                           | 2,500 GFA                  | 970                     | 15.62                                 | 50%                      | 50% | 19              | 20  | 39    |
| High Turnover (Sit-Down) Restaurant         | 6,000 GFA                  | 932                     | 8.97                                  | 55%                      | 45% | 30              | 24  | 54    |
|                                             | Pass-by Trips <sup>3</sup> | 43%                     |                                       |                          |     | -13             | -10 | -23   |
| Subtotal (less pass-by) =                   |                            |                         |                                       |                          |     | 87              | 159 | 246   |
| Gross Proposed AM Peak Hour Trips =         |                            |                         |                                       |                          |     | 215             | 372 | 587   |
| Less Total Pass-By Trips =                  |                            |                         |                                       |                          |     | -15             | -11 | -26   |
| Net New AM Peak Hour Trips =                |                            |                         |                                       |                          |     | 200             | 361 | 561   |

Notes:

<sup>1</sup> DU = Dwelling Units. GFA = Gross Floor Area.

<sup>2</sup> Based on Institute of Transportation Engineers (ITE) *Trip Generation* Manual, 12th Edition, 2025.

<sup>3</sup> Passby percent based on the PM peak hour of LUC 932 in the Institute of Transportation Engineers, Trip Generation Manual, 12th Edition.

**Bella Serra Short Plat (Chelan)**  
**2035 Weekday PM Peak Hour Trip Generation Summary**

| Land Use                                    | Size/Units <sup>1</sup>    | ITE<br>LUC <sup>2</sup> | Trip Rate or<br>Equation <sup>2</sup> | Directional Distribution |     | Trips Generated |     |       |
|---------------------------------------------|----------------------------|-------------------------|---------------------------------------|--------------------------|-----|-----------------|-----|-------|
|                                             |                            |                         |                                       | In                       | Out | In              | Out | Total |
| PM PEAK HOUR                                |                            |                         |                                       |                          |     |                 |     |       |
| Proposed Use:                               |                            |                         |                                       |                          |     |                 |     |       |
| Site A (Bella Serra)                        |                            |                         |                                       |                          |     |                 |     |       |
| Single Family Attached Housing              | 80 DU                      | 215                     | T = 0.57(X)-7.84                      | 57%                      | 43% | 22              | 16  | 38    |
| Hotel                                       | 250 Rooms                  | 310                     | T =0.85(X)-55.22                      | 51%                      | 49% | 80              | 77  | 157   |
| Wine Tasting Room                           | 2,500 GFA                  | 970                     | 9.84                                  | 53%                      | 47% | 13              | 12  | 25    |
| Fast Casual Restaurant                      | 3,500 GFA                  | 930                     | 14.35                                 | 53%                      | 47% | 26              | 24  | 50    |
|                                             | Pass-by Trips <sup>3</sup> | 43%                     |                                       |                          |     | -12             | -10 | -22   |
| Subtotal (less pass-by) =                   |                            |                         |                                       |                          |     | 129             | 119 | 248   |
| Site B (Holiday Hills - Phase 1)            |                            |                         |                                       |                          |     |                 |     |       |
| Single Family Attached Housing              | 175 DU                     | 215                     | T = 0.57(X)-7.84                      | 57%                      | 43% | 52              | 40  | 92    |
| Single Family Detached Housing              | 30 DU                      | 210                     | Ln(T) = 0.92Ln(X)+0.33                | 62%                      | 38% | 20              | 12  | 32    |
| Subtotal =                                  |                            |                         |                                       |                          |     | 72              | 52  | 124   |
| Site B (Holiday Hills - Phase 2)            |                            |                         |                                       |                          |     |                 |     |       |
| Single Family Detached Housing              | 55 DU                      | 210                     | Ln(T) = 0.92Ln(X)+0.33                | 62%                      | 38% | 35              | 21  | 56    |
| Subtotal =                                  |                            |                         |                                       |                          |     | 35              | 21  | 56    |
| Future Development (Road A - Buildout Year) |                            |                         |                                       |                          |     |                 |     |       |
| Recreational Homes                          | 150 DU                     | 260                     | 0.29                                  | 56%                      | 44% | 25              | 19  | 44    |
| Single Family Detached Housing              | 200 DU                     | 210                     | Ln(T) = 0.92Ln(X)+0.33                | 62%                      | 38% | 113             | 69  | 182   |
| Wine Tasting Room                           | 2,500 GFA                  | 970                     | 9.84                                  | 53%                      | 47% | 13              | 12  | 25    |
| High Turnover (Sit-Down) Restaurant         | 6,000 GFA                  | 932                     | 9.18                                  | 61%                      | 39% | 34              | 21  | 55    |
|                                             | Pass-by Trips <sup>3</sup> | 43%                     |                                       |                          |     | -15             | -9  | -24   |
| Subtotal (less pass-by) =                   |                            |                         |                                       |                          |     | 170             | 112 | 282   |
| Gross Proposed PM Peak Hour Trips =         |                            |                         |                                       |                          |     | 433             | 323 | 756   |
| Less Total Pass-By Trips =                  |                            |                         |                                       |                          |     | -27             | -19 | -46   |
| Net New PM Peak Hour Trips =                |                            |                         |                                       |                          |     | 406             | 304 | 710   |

**Notes:**

<sup>1</sup> DU = Dwelling Units. GFA = Gross Floor Area.

<sup>2</sup> Based on Institute of Transportation Engineers (ITE) *Trip Generation* Manual, 12th Edition, 2025.

<sup>3</sup> Passby percent based on Institute of Transportation Engineers, *Trip Generation* Manual, 12th Edition.



# AppenLix F

Trip Generation Calculations  
for 20-Year Horizon Plan



# City of Chelan

2026-004

CITY COUNCIL

January 13, 2026

Subject/Title: Golf Course Study Selection Process (Interim Parks and Recreation Director Cooper)  
Department: Parks and Recreation  
Staff Contact: Audrey Cooper  
Guiding Principles: Visionary & Strategic  
Initiatives: Establish a Long-Range Economic Strategy  
Reviewed By: City Administrator, Finance Director

## GOVERNING LEGISLATION

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

## PREVIOUS ACTION TAKEN

None.

## OVERVIEW

Staff will provide an update on the solicitation and evaluation process of proposals for a third-party golf course consultant for the Lake Chelan Golf Course. Staff will also share the tentative timeline for the project.

## FINANCIAL IMPLICATIONS

\$30,000 is allocated within the 2026 Golf budget for the services of the consultant.

## ATTACHMENTS

None

## SUGGESTED MOTION

None.



# City of Chelan

2026-007

CITY COUNCIL

January 13, 2026

Subject/Title: Varela Engineering & Management Professional Services Agreement for the East Chelan Reservoir Engineering Services (Public Works Director Youngren)

Department: Public Works

Staff Contact: Jake Youngren

Guiding Principles: Accessible & Welcoming

Initiatives: Modernize Resource

Reviewed By: City Administrator, Finance Director, and City Attorney

## GOVERNING LEGISLATION

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

## PREVIOUS ACTION TAKEN

The East Chelan Reservoir has had Council action, however, there is no previous action with Verela with the East Chelan Reservoir.

## OVERVIEW

The City has prioritized water system improvements to support current demands and future growth, increase reliability and resiliency, and improve operating pressures. State appropriation money has been secured to fund design efforts for the East Chelan Reservoir project. As such, City staff solicited and received qualifications from five engineering firms. Varela Engineering and Management was selected as the firm to partner with the City during the design phase and a scope and fee has been negotiated for the pre-design phase. During this pre-design effort, Varela and their team will perform an initial design effort to compare advantages and disadvantages for multiple reservoir locations, booster pump station locations, and transmission main routes. This comparison of advantages and disadvantages includes initial survey, structural, environmental, geotechnical, historical

and cultural resource, and property/easement acquisition efforts from subconsultants.

The City's standard professional services agreement and Varela's scope and fee (Exhibit A) are attached for review. In summary, the standard PSA content includes the following:

- Scope of Services
- Term
- Compensation and Method of Payment
- Information
- Independent Contractor Relationship
- Hold Harmless/Indemnification
- Insurance
- Ownership of Property
- Compliance with Laws
- Nondiscrimination
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Assignment/Subcontracting
- Maintenance and Inspection of Records
- Termination
- Notice
- Attorney Fees and Costs
- Jurisdiction and Venue
- Severability
- Entire Agreement

Additionally, 'Exhibit A' includes the following:

- Scope of Project
- Scope of Services
- Compensation
- Authorization to Proceed
- Schedule

See the draft agreement attached for additional details.

## FINANCIAL IMPLICATIONS

Adequate funds available. The fee for the pre-design services totals \$463,000, of which the City has received \$3 million from the Washington State Department of Commerce.

#### ATTACHMENTS

1. Varela Engineering & Management Professional Services Agreement for the East Chelan Reservoir Engineering Services

#### SUGGESTED MOTION

Suggested Motion: None.



## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made in duplicate by and between the CITY OF CHELAN, a Washington municipal corporation (the "CITY") and VARELA ENGINEERING & MANAGEMENT, a Washington Corporation (the "SERVICE PROVIDER").

WHEREAS, the CITY desires to utilize Engineering Services (the "Project") which requires specialized skills and other supportive capabilities which the CITY is not able to provide; and

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

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof (the "Services") as detailed in **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: | <u>January 13<sup>th</sup>, 2026</u>  |
| Completion Date:   | <u>December 31<sup>st</sup>, 2027</u> |

No new Services shall be authorized after the Completion Date, however, Services authorized prior to the Completion Date may continue to completion in accordance with this Agreement without extending the Term of this Agreement.

3. Compensation and Method of Payment.
  - 3.1 Compensation. The City shall pay the SERVICE PROVIDER on a Time and Expense basis. Time will be according to the rates shown in **Exhibit "B"**. Expenses are defined as costs incurred by the SERVICE PROVIDER, other than payroll costs, which are directly attributable to the performance of the Services and include mileage and related expenses, long-distance telephone, facsimile, postage and delivery, and other expenses incurred in the direct interest of the Services. Expenses shall also include technical or professional services obtained by the SERVICE PROVIDER upon prior approval of the City that are needed by the SERVICE PROVIDER to complete the Services. Such costs shall be reimbursed by the City to the SERVICE PROVIDER, plus an additional amount

for the SERVICE PROVIDER, as set out in **Exhibit “B”**, but no greater than 10%.

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

errors or omissions of the Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- 6.2 To the fullest extent permitted by law and subject to RCW 4.24.115, the City shall defend, indemnify, and hold harmless the Service Provider, its officers, officials, employees, and volunteers from and against third-party claims, damages, losses, and expenses, including reasonable attorney fees, but only to the extent caused by the negligent acts or omissions of the City in the performance of this Agreement. The City's duty to defend is several only and shall apply only to the extent of the City's proportionate fault as ultimately determined by settlement approved by the parties or by final adjudication. The City shall have no obligation to defend or indemnify the Service Provider for claims to the extent caused by the negligent acts or omissions of the Service Provider or anyone for whom the Service Provider is responsible.
- 6.3 However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's and the City's respective liabilities, including the duty and cost to defend, hereunder shall be only to the extent of the Service Provider's and the City's respective negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's and the City'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.
- 6.4 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 or equivalent, and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, with limits no less than Two Million Dollars (\$2,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate. The CITY shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the CITY.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession, with limits no less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) policy aggregate limit.

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

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

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

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

8. Ownership of Property.

- 8.1 City's Property. All property furnished by the CITY for the use of the SERVICE PROVIDER shall remain the property of the CITY.
- 8.2 Instruments of Service. All documents, including drawings and specifications, prepared by the SERVICE PROVIDER pursuant to this Agreement are the instruments of service with respect to the Services and shall be owned by the City upon payment of the SERVICE PROVIDER fee by the City. The SERVICE PROVIDER shall provide the City with reproducible copies of all documents, drawings, specifications, and other work products constituting the instruments of service. The instruments of service are not intended nor represented by the SERVICE PROVIDER to be suitable for reuse by the City or others on extensions of the services provided for the Services, or any other project. Any reuse without written verification or adaptation by the City will be at the City's sole risk and without liability or legal exposure to the SERVICE PROVIDER, and the City shall indemnify and hold the SERVICE PROVIDER harmless from all claims, damages; losses, and expenses including attorney's fees arising out of or resulting therefrom.
9. Compliance with Laws.
- 9.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- 9.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.
10. Nondiscrimination. Because The CITY is an equal opportunity employer:
- 10.1 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall

include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

10.2 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

10.3 Assignment. If any assignment or subcontracting has been authorized by the CITY, the assignment or subcontract shall include appropriate safeguards against discrimination.

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

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

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

- 11.2. Where the SERVICE PROVIDER is unable to certify to any of the statements in this certification, such SERVICE PROVIDER shall attach an explanation to this proposal.
12. Assignment/subcontracting.
- 12.1 The SERVICE PROVIDER shall not assign its performance of the Services or any portion of this Agreement without the City's prior written consent of not less than thirty (30) days. The CITY reserves the right to reject without cause any such assignment.
- 12.2 Any assignment shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- 12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.
13. Maintenance and Inspection of Records.
- 13.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- 13.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
14. Termination.
- 14.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by giving thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the CITY shall pay the SERVICE PROVIDER for all Services provided under this Agreement through the date of termination.
- 14.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such

failure or noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default and the date of the termination. The SERVICE PROVIDER will only be paid for Services performed in accordance with this Agreement through the date of termination.

15. Notice. Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.
16. Attorneys Fees and Costs. In any dispute arising from the terms or performance of this Agreement, whether a lawsuit is commenced, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including an appeal.
17. Jurisdiction and Venue.
  - 17.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and shall be governed by laws of the State of Washington, both as to interpretation and performance.
  - 17.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Chelan County, Washington.
18. Severability. If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Agreement.
19. Entire Agreement. This Agreement, including **Exhibit "A"**, is the complete and exclusion expression of the agreement between them and shall bind their successors and assigns. Any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any provision of this Agreement shall constitute a material breach of contract and be cause for termination. The parties recognize time is of the essence in the performance of this Agreement. The forgiveness or waiver of the nonperformance of any provision of this Agreement does not constitute a waiver of any subsequent nonperformance by a party.

CITY:

CITY OF CHELAN  
PO Box 1669  
Chelan, WA 98816

SERVICE PROVIDER:

Varela Engineering & Management  
601 W. Mallon Ave., Suite A  
Spokane, WA 99201



\_\_\_\_\_  
Erin McCardle, Mayor  
\_\_\_\_\_, 2026

\_\_\_\_\_  
\_\_\_\_\_, 2026

Attest:

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



referred to in and part of the **Professional Services Agreement between the City of Chelan and Varela Engineering & Management** dated January 27, 2026

|    |           |                                                                    |
|----|-----------|--------------------------------------------------------------------|
| A. | Owner:    | City of Chelan                                                     |
| B. | Engineer: | Varela & Associates, Inc.<br>d/b/a Varela Engineering & Management |
| C. | Project:  | East Chelan Water Improvements                                     |

*Description of Task Assignment :*

Refer to Attachment A for Scope of the Project, Scope of Services, Compensation, and Authorization to Proceed.

*Task Assignment Summary*

|                             |           |
|-----------------------------|-----------|
| a. Current Project Amount:  | \$0       |
| b. This Task Amount:        | \$463,000 |
| c. Adjusted Project Amount: | \$463,000 |

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Exhibit A Task Order. All provisions of the Agreement not modified by this or previous Exhibit A Task Orders remain in effect. The Effective Date of this Exhibit A Task Order is the date executed by the Owner. Work will be invoiced on a Time and Expense basis unless specifically noted otherwise. If not attached hereto, Time and Expense shall be invoiced based on the latest approved T&E Schedule attached to an Exhibit A Task Order.

**OWNER:**

City of Chelan

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By:

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Title:

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Date Signed:

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**ENGINEER:**

Varela Engineering & Management

---

By:



---

Title:

President

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Date Signed:

1/6/2026

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**ATTACHMENT A to  
EXHIBIT A to PROFESSIONAL SERVICES AGREEMENT dated 1/27/2026**

**TASK ORDER #1  
for EAST CHELAN WATER IMPROVEMENTS PROJECT**

**SCOPE OF PROJECT, SCOPE OF SERVICES, COMPENSATION,  
AUTHORIZATION TO PROCEED, SCHEDULE**

Client: City of Chelan  
Varela Project Number 100-03

**I. SCOPE OF PROJECT**

In this project the City of Chelan is implementing several improvements to its water system to increase the redundancy, reliability, efficiency, and fire protection capacity of its water system. The major water system components to be constructed in this project include the following as generally described in Chelan's 2025 Amendment to its 2020 Water System Plan:

- Booster station withdrawing from existing Washington St pressure zone, discharging to new pressure zone with HGL of approximately 1,653
- Reservoir with volume of approximately 1.2 MG and overflow elevation of approximately 1,653
- Transmission mains from new booster to new reservoir and from new pressure zone to connection point(s) with Darnell's pressure zone
- Several pressure reducing valve (PRV) stations to establish new intermediate pressure zone(s) and/or make new reservoir hydraulically available to lower pressure zones

The new booster station and reservoir will initially establish a new pressure zone that likely will be merged with the City's existing Darnell's pressure zone. The transmission main and PRV stations will make the storage capacity of the new reservoir available to existing City pressure zones. The project may include reconfiguration of some existing pressure zones to improve service pressure to higher elevation services.

**II. SCOPE OF SERVICES**

This Task Order defines Pre-Design services for the project. Subsequent Task Order(s) will define Design and other phase services. The Pre-Design work will define criteria, select sites/alignments for the new booster station, reservoir, transmission main, and PRV stations so that those pieces of the project can move on to final design. Work performed under this initial Task Order may identify additional steps or investigations that are necessary before site selection, t-main route(s), or other project parameters can be finalized (e.g., geotechnical investigations, negotiations with property owners for rights-of-way acquisition, environmental or cultural resources investigations, etc.).

The Scope of Services includes the following tasks:

|                                                                   | Fee Type |
|-------------------------------------------------------------------|----------|
| Task 1-1 – Project Administration and Client Assistance           | T&E      |
| Task 1-2 – Funding Administration Assistance                      | T&E      |
| Task 2-1 – Property Research for future ROE/Easement Acquisitions | T&E      |
| Task 2-2 – Topographic Data and Mapping                           | T&E      |
| Task 2-3 – Environmental Review                                   | T&E      |
| Task 2-4 – Transmission Main Route Selection and Pre-Design       | T&E      |
| Task 2-5 – Booster Station Site Selection and Pre-Design          | T&E      |
| Task 2-6 – Reservoir Site Selection and Pre-Design                | T&E      |
| Task 2-7 – Pre-Design Report for Booster, T-main, and Reservoir   | T&E      |

Refer to Attachment A-1 for detailed scope of the tasks and estimated costs.

### Owner Tasks

1. Reviews, decisions, and direction to the engineer during evaluation and pre-design work so that pre-design work can progress in a timely manner as desired by the City
2. Make the City’s license for Bentley’s Openflows Water available for use by Varela in the hydraulic analysis.
3. Participate in discussions with property owners regarding willingness to sell property, grant easements, allow access, or other project related matters.

### III. COMPENSATION

Compensation shall be on a Time & Expenses (T&E) basis, in accordance with the Time and Expenses Schedule (Attachment A-2). Individual tasks may exceed the budget shown on Attachment A-1, but the total engineering cost shall not exceed the total of all tasks indicated on Attachment A-1 without Owner authorization. Refer to Attachment A-1 for detailed estimate for Scope and Budget.

### IV. AUTHORIZATION TO PROCEED

Authorization to proceed with Work shall be effective as of the date of execution of this Task Order.

### V. SCHEDULE

City Staff has indicated a desire to execute this Task Order at the City’s January Council Meeting. The following schedule assumes the City provides Authorization to proceed by January 16, 2026.

- Begin work ..... January 28, 2026
- Draft analysis and recommended site selection for booster ..... March 13, 2026
- Draft analysis of advantages and disadvantages of three reservoir sites and associated transmission main routes ..... May 15, 2026
- Geotechnical/geophysical seismic refraction micro-tremor (ReMi) survey of reservoir sites (if still desired by City after initial analysis of sites) ..... June 12, 2026
- Draft of full Pre-Design Report ..... August 14, 2026
- Additional investigations (if warranted/desired by City ..... to be determined
- If no additional investigations, finalize Pre-Design Report ..... September 11, 2026

**Attachment A-1 to Exhibit A Task Order #1 to Professional Services Agreement dated 1/27/2026**  
**City of Chelan - East Chelan Water Improvements Project**  
**Scope and Budget Estimate**  
**1/6/2026**

| Varela<br>Job No.                | Task<br>Number | Description                                            | Status                 | Fee<br>Type <sup>(1)</sup> | Estimated<br>Fee |
|----------------------------------|----------------|--------------------------------------------------------|------------------------|----------------------------|------------------|
| <b>Overall Project Tasks</b>     |                |                                                        |                        |                            |                  |
| 100-03-11                        | 1-1            | Project Administration and Client Assistance           | awaiting authorization | T&E                        | \$45,450         |
| 100-03-12                        | 1-2            | Funding Administration Assistance                      | awaiting authorization | T&E                        | \$8,650          |
| <b>Pre-Design Tasks</b>          |                |                                                        |                        |                            |                  |
| 100-03-21                        | 2-1            | Property Research for future ROW/Easement Acquisitions | awaiting authorization | T&E                        | \$48,360         |
| 100-03-22                        | 2-2            | Topographic Data and Mapping                           | awaiting authorization | T&E                        | \$20,720         |
| 100-03-23                        | 2-3            | Environmental Review                                   | awaiting authorization | T&E                        | \$30,120         |
| 100-03-24                        | 2-4            | Transmission Main Route Selection and Pre-Design       | awaiting authorization | T&E                        | \$110,480        |
| 100-03-25                        | 2-5            | Booster Station Site Selection and Pre-Design          | awaiting authorization | T&E                        | \$57,850         |
| 100-03-26                        | 2-6            | Reservoir Site Selection and Pre-Design                | awaiting authorization | T&E                        | \$110,950        |
| 100-03-27                        | 2-7            | Pre-Design Report for Booster, T-main, and Reservoir   | awaiting authorization | T&E                        | \$30,420         |
| <b>Additional Investigations</b> |                |                                                        |                        |                            |                  |
|                                  |                |                                                        |                        |                            |                  |
|                                  |                |                                                        |                        |                            |                  |
|                                  |                |                                                        |                        | <b>TOTAL</b>               | <b>\$463,000</b> |

**Attachment A-1 to Exhibit A Task Order #1 to Professional Services Agreement dated 1/27/2026**  
**City of Chelan - East Chelan Water Improvements Project**  
**Scope and Budget Estimate**  
**1/6/2026**

|                              |                                                                                                                                                                                                                                            | Principal or<br>Senior<br>Engineer | Engineer   | Engr. Tech. | Project<br>Assistant | Expense         | Total           |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------|-------------|----------------------|-----------------|-----------------|
|                              | <i>Estimated average billing rate for the purpose of establishing task budgets</i>                                                                                                                                                         | \$215                              | \$195      | \$165       | \$110                | \$1             |                 |
| <b>Overall Project Tasks</b> |                                                                                                                                                                                                                                            |                                    |            |             |                      |                 |                 |
| <b>Task</b>                  | <b>Description</b>                                                                                                                                                                                                                         |                                    |            |             |                      |                 |                 |
| <b>1-1</b>                   | <b>Project Administration and Client Assistance</b>                                                                                                                                                                                        | <b>30</b>                          | <b>120</b> | <b>0</b>    | <b>0</b>             | <b>\$15,600</b> | <b>\$45,450</b> |
|                              | Pre-design phase budget allowances for:                                                                                                                                                                                                    |                                    |            |             |                      |                 |                 |
|                              | Overall project planning, management and coordination; assume 5 months 4hrs/month principal and 12hrs/month engineer                                                                                                                       | 20                                 | 60         |             |                      |                 |                 |
|                              | Periodic reports to Staff and/or Council RE budget and schedule, status of overall project; assume 5 months 2hrs/month principal and engineer; reports assumed to be via web conference or email                                           | 10                                 | 10         |             |                      |                 |                 |
|                              | Assume no public meeting assistance                                                                                                                                                                                                        |                                    |            |             |                      |                 |                 |
|                              | Monthly in-person meeting with Chelan Staff; assume 5 months                                                                                                                                                                               |                                    | 50         |             |                      |                 |                 |
|                              | DJ&A project management, admin, coordination (refer to DJ&A scope)                                                                                                                                                                         |                                    |            |             |                      | \$14,100        | DJ&A (1)        |
|                              | Expenses (mileage, direct expenses, printing)                                                                                                                                                                                              |                                    |            |             |                      | \$1,500         |                 |
|                              | (1) Amount will be based on actual subconsultant scope and cost + 10% Varela markup                                                                                                                                                        |                                    |            |             |                      |                 |                 |
| <b>1-2</b>                   | <b>Funding Administration Assistance</b>                                                                                                                                                                                                   | <b>4</b>                           | <b>14</b>  | <b>0</b>    | <b>46</b>            | <b>\$0</b>      | <b>\$8,650</b>  |
|                              | Pre-design phase budget allowances for:                                                                                                                                                                                                    |                                    |            |             |                      |                 |                 |
|                              | State appropriation administration and reimbursements assistance                                                                                                                                                                           | 4                                  | 8          |             | 40                   |                 |                 |
|                              | Quarterly progress reports to Department of Commerce (assume three during pre-design)                                                                                                                                                      |                                    | 6          |             | 6                    |                 |                 |
|                              | Expenses (mileage, misc)                                                                                                                                                                                                                   |                                    |            |             |                      |                 |                 |
| <b>Pre-Design Tasks</b>      |                                                                                                                                                                                                                                            |                                    |            |             |                      |                 |                 |
| <b>2-1</b>                   | <b>Property Research for future ROW/Easement Acquisitions</b>                                                                                                                                                                              | <b>4</b>                           | <b>20</b>  | <b>20</b>   | <b>0</b>             | <b>\$40,300</b> | <b>\$48,360</b> |
|                              | Iterative process of coordinating t-main alignment alternatives and corresponding ROW/easement needs for Tierra to research. Review of Tierra work; management, oversight, and coordination of Tierra work with other project disciplines. | 4                                  | 20         | 20          |                      |                 |                 |
|                              | Assume Tierra and/or City Staff handle onsite/in-person meetings with property owners                                                                                                                                                      |                                    |            |             |                      |                 |                 |
|                              | Refer to attached Tierra ROW Services Scope                                                                                                                                                                                                |                                    |            |             |                      | \$40,100        | Tierra (1) (2)  |
|                              | Expenses (mileage, misc)                                                                                                                                                                                                                   |                                    |            |             |                      | \$200           |                 |
|                              | (1) Amount will be based on actual subconsultant scope and cost + 10% Varela markup                                                                                                                                                        |                                    |            |             |                      |                 |                 |
|                              | (2) Fees for property title reports will be billed directly to the City and are not included in Tierra's scope proposal                                                                                                                    |                                    |            |             |                      |                 |                 |
| <b>2-2</b>                   | <b>Topographic Data and Mapping</b>                                                                                                                                                                                                        | <b>4</b>                           | <b>8</b>   | <b>0</b>    | <b>0</b>             | <b>\$18,300</b> | <b>\$20,720</b> |
|                              | Review of DJ&A topo data and mapping work; management, oversight, and coordination of DJ&A work with other project disciplines                                                                                                             | 4                                  | 8          |             |                      |                 |                 |
|                              | Refer to attached DJ&A Scope of Services                                                                                                                                                                                                   |                                    |            |             |                      | \$18,300        | DJ&A (1)        |
|                              | (1) Amount will be based on actual subconsultant scope and cost + 10% Varela markup                                                                                                                                                        |                                    |            |             |                      |                 |                 |
| <b>2-3</b>                   | <b>Environmental Review</b>                                                                                                                                                                                                                | <b>4</b>                           | <b>8</b>   | <b>0</b>    | <b>0</b>             | <b>\$27,700</b> | <b>\$30,120</b> |
|                              | Review of DJ&A environmental work; management, oversight, and coordination of DJ&A work with other project disciplines                                                                                                                     | 4                                  | 8          |             |                      |                 |                 |
|                              | Refer to attached DJ&A Scope of Services                                                                                                                                                                                                   |                                    |            |             |                      | \$27,700        | DJ&A (1)        |
|                              | (1) Amount will be based on actual subconsultant scope and cost + 10% Varela markup                                                                                                                                                        |                                    |            |             |                      |                 |                 |

**Attachment A-1 to Exhibit A Task Order #1 to Professional Services Agreement dated 1/27/2026**  
**City of Chelan - East Chelan Water Improvements Project**  
**Scope and Budget Estimate**  
**1/6/2026**

|            |                                                                                                                                                                                                                                                                                                                                          | Principal or<br>Senior<br>Engineer | Engineer   | Engr. Tech. | Project<br>Assistant | Expense         | Total            |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------|-------------|----------------------|-----------------|------------------|
|            | <i>Estimated average billing rate for the purpose of establishing task budgets</i>                                                                                                                                                                                                                                                       | \$215                              | \$195      | \$165       | \$110                | \$1             |                  |
| <b>2-4</b> | <b>Transmission Main Route Selection and Pre-Design</b>                                                                                                                                                                                                                                                                                  | <b>68</b>                          | <b>176</b> | <b>96</b>   | <b>0</b>             | <b>\$45,700</b> | <b>\$110,480</b> |
|            | Review of DJ&A t-main work; management, oversight, and coordination of DJ&A work with other project disciplines                                                                                                                                                                                                                          | 20                                 | 40         | 40          |                      |                 |                  |
|            | Refer to attached DJ&A Scope of Services                                                                                                                                                                                                                                                                                                 |                                    |            |             |                      | \$37,900        | DJ&A (1)         |
|            | Reconnaissance geotechnical review of t-main alignments; desktop review only, assume no additional site visit necessary since site visited on 11/12/25 <sup>(1)</sup>                                                                                                                                                                    | 4                                  | 8          |             |                      | \$7,800         | Budinger (1)     |
|            | Hydraulic analysis:<br>Assume west end connection to existing 16" main at Hiland Farms. Evaluate t-main sizing in relation to available reservoir sites. Evaluate corresponding operational implications, possible need for altitude valve(s), operating the combined pressure zone with Darnell's booster or new booster out of service | 20                                 | 80         | 40          |                      |                 | (1)              |
|            | Evaluation of additional connection points for t-main and/or converting Orchard View pressure zone to new 1,653 HGL                                                                                                                                                                                                                      |                                    |            |             |                      |                 | to be determined |
|            | Web-conference meetings with City as t-main alignments defined and investigated; assume four meetings at 2hrs each                                                                                                                                                                                                                       | 8                                  | 8          |             |                      |                 |                  |
|            | Additional evaluations and/or site investigations                                                                                                                                                                                                                                                                                        |                                    |            |             |                      |                 | to be determined |
|            | Summarize findings of hydraulic analysis pressure zone conversion evaluation for inclusion in Pre-design Technical Memorandum                                                                                                                                                                                                            | 16                                 | 40         | 16          |                      |                 |                  |
|            |                                                                                                                                                                                                                                                                                                                                          |                                    |            |             |                      |                 |                  |
|            | (1) Amount will be based on actual subconsultant scope and cost + 10% Varela markup                                                                                                                                                                                                                                                      |                                    |            |             |                      |                 |                  |
|            | (2) City will provide current hydraulic model files for use in this analysis. Scope assumes no update of existing system demand scenarios or physical facilities. Scope assumes some existing system elements can be neglected/skeletonized if not hydraulically influential to the proposed improvements.                               |                                    |            |             |                      |                 |                  |
| <b>2-5</b> | <b>Booster Station Site Selection and Pre-Design</b>                                                                                                                                                                                                                                                                                     | <b>52</b>                          | <b>174</b> | <b>36</b>   | <b>0</b>             | <b>\$6,800</b>  | <b>\$57,850</b>  |
|            | Define buildout service area for the new booster station. Identify any additional redundancy capacity desired by the City for Darnell's booster or other. Estimate overall capacity for new booster at buildout.                                                                                                                         | 4                                  | 16         | 4           |                      |                 |                  |
|            | Comparison of City recycling center site with property owned by Lake Chelan School District                                                                                                                                                                                                                                              |                                    |            |             |                      |                 |                  |
|            | Review sites/property RE available space, suitability of topography, elevation, road access, connection to distribution system - assume City obtains/provides school district's concept plan for land where booster may be sited                                                                                                         | 4                                  | 16         | 4           |                      |                 |                  |
|            | Reconnaissance geotechnical review of both booster sites; assume no additional site visit necessary since site visited on 11/12/25 <sup>(1)</sup>                                                                                                                                                                                        | 2                                  | 2          |             |                      | \$3,300         | Budinger (1)     |
|            | Comparison of hydraulics suitability at both sites in relation to discharge pressure, PRVs to serve Suncrest, provide fire flow to Walmart, and provide fire flow to future airport main.                                                                                                                                                | 4                                  | 8          |             |                      |                 |                  |
|            | Planning level opinion of probable cost for booster station                                                                                                                                                                                                                                                                              | 2                                  | 8          | 4           |                      |                 |                  |
|            | Summary of advantages and disadvantages of sites. Select most favorable site based on results of preceding analysis                                                                                                                                                                                                                      | 8                                  | 8          |             |                      |                 |                  |
|            | Pressure Zone Phasing Feasibility and Criteria (Assume new reservoir HGL of 1,653 to match Chelan Hills Reservoir per 2025 WSP Amendment)                                                                                                                                                                                                |                                    |            |             |                      |                 |                  |
|            | Evaluate feasibility of operating initially as closed system only serving Suncrest; confirm 1,505 HGL for Suncrest; evaluate available information on existing water infrastructure in Suncrest, thrust restraint, ability to operate at higher pressure                                                                                 | 4                                  | 16         | 4           |                      |                 |                  |
|            | Evaluate feasibility of operating with t-main to Darnell's zone, but new reservoir not yet constructed                                                                                                                                                                                                                                   | 4                                  | 16         | 4           |                      |                 |                  |
|            | Phasing plan for building, pumps, and piping to allow interim operational scenarios and transition to buildout capacity                                                                                                                                                                                                                  | 4                                  | 16         | 4           |                      |                 |                  |
|            | Evaluate need/desire for VFDs with operational scenarios                                                                                                                                                                                                                                                                                 | 2                                  | 8          |             |                      |                 |                  |

**Attachment A-1 to Exhibit A Task Order #1 to Professional Services Agreement dated 1/27/2026**  
**City of Chelan - East Chelan Water Improvements Project**  
**Scope and Budget Estimate**  
**1/6/2026**

|                                                                                                                                                                                                                | Principal or Senior Engineer | Engineer         | Engr. Tech.      | Project Assistant | Expense           | Total            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------|------------------|-------------------|-------------------|------------------|
| <i>Estimated average billing rate for the purpose of establishing task budgets</i>                                                                                                                             | \$215                        | \$195            | \$165            | \$110             | \$1               |                  |
| Controls/Telemetry system criteria                                                                                                                                                                             | 2                            | 8                |                  |                   |                   |                  |
| Allowance for identification of significant structural elements for building, pumps, piping                                                                                                                    | 2                            | 4                | 4                |                   | \$3,500           | LSB (1)          |
| Evaluate up to three pump types (e.g, end suction close coupled, vertical turbine, split case, etc.) and select most favorable                                                                                 | 2                            | 8                |                  |                   |                   |                  |
| Additional evaluations and/or site investigations                                                                                                                                                              | to be determined             |                  |                  |                   |                   |                  |
| Summarize findings for inclusion in Pre-design Technical Memorandum                                                                                                                                            | 8                            | 40               | 8                |                   |                   |                  |
| (1) Amount will be based on actual subconsultant scope and cost + 10% Varela markup                                                                                                                            |                              |                  |                  |                   |                   |                  |
| <b>2-6 Reservoir Site Selection and Pre-Design</b>                                                                                                                                                             | <b>50</b>                    | <b>188</b>       | <b>96</b>        | <b>0</b>          | <b>\$47,700</b>   | <b>\$110,950</b> |
| Sizing criteria for reservoir volume; confirm assumed volume of 1.2MG                                                                                                                                          | 4                            | 12               | 4                |                   |                   |                  |
| Site Selection - evaluate three sites: two sites on the Schultz property and one site on hillside east of the golf course                                                                                      |                              |                  |                  |                   |                   |                  |
| Site construction access feasibility of sites; access road criteria for width and slope for each site                                                                                                          | 16                           | 40               | 40               |                   |                   |                  |
| Identify overflow main route, discharge location, location/volume of overflow pond (if any) and energy dissipation required (if any) for each site                                                             | 4                            | 16               | 12               |                   |                   |                  |
| Coordinate with Tierra ROW to identify required easements and/or property acquisition for each site and relative advantages/disadvantages <sup>(2)</sup>                                                       | 2                            | 8                |                  |                   |                   |                  |
| Coordinate w/ DJ&A to compare t-main routes for each site and relative advantages/disadvantages                                                                                                                | 2                            | 8                |                  |                   |                   |                  |
| Geophysical survey by seismic refraction micro-tremor (ReMi) method to estimate soil thickness, depth to rock                                                                                                  | 2                            | 8                | 4                |                   | \$36,400          | Budinger (1)     |
| Planning level opinion of probable cost for three reservoir sites including site access improvements                                                                                                           | 4                            | 24               | 12               |                   |                   |                  |
| Summarize sites comparison: implementation issues, advantages/disadvantages of foundation requirements and locations, overflow issues, access issues, property issues. Select most advantageous site.          | 4                            | 20               | 8                |                   |                   |                  |
| Lifecycle cost comparison of concrete and steel reservoir types                                                                                                                                                | 4                            | 16               |                  |                   | \$10,500          | LSB (1)          |
| Preliminary reservoir dimensions, configuration, and layout of selected site                                                                                                                                   | 4                            | 16               | 8                |                   |                   |                  |
| Additional evaluations and/or site investigations                                                                                                                                                              | to be determined             |                  |                  |                   |                   |                  |
| Summarize findings for inclusion in Pre-design Technical Memorandum                                                                                                                                            | 4                            | 20               | 8                |                   |                   |                  |
| Expenses (mileage, misc)                                                                                                                                                                                       |                              |                  |                  |                   | \$800             |                  |
| (1) Amount will be based on actual subconsultant scope and cost + 10% Varela markup                                                                                                                            |                              |                  |                  |                   |                   |                  |
| (2) this task does not include property/easement acquisition assistance, only identifying potential needs for more property and/or easements                                                                   |                              |                  |                  |                   |                   |                  |
| <b>2-7 Pre-Design Report for Booster, T-main, and Reservoir</b>                                                                                                                                                | <b>48</b>                    | <b>80</b>        | <b>0</b>         | <b>40</b>         | <b>\$100</b>      | <b>\$30,420</b>  |
| Prepare draft report summarizing results of Pre-Design task 2-1 through 2-6                                                                                                                                    | 16                           | 40               |                  | 20                |                   |                  |
| Review meetings and assistance with City--assume 2 meetings with 2 Varela staff at 12hrs each; facilitate selection of site(1), reservoir type/dim, T-main/overflow routes, overflow discharge method/location | 24                           | 24               |                  |                   |                   |                  |
| Determine if additional evaluations and/or site investigations recommended                                                                                                                                     | to be determined             |                  |                  |                   |                   |                  |
| Finalize/publish report                                                                                                                                                                                        | 8                            | 16               |                  | 20                |                   |                  |
| Expenses (publishing, misc)                                                                                                                                                                                    |                              |                  |                  |                   | \$100             |                  |
|                                                                                                                                                                                                                |                              |                  |                  |                   |                   |                  |
|                                                                                                                                                                                                                |                              |                  |                  |                   |                   |                  |
|                                                                                                                                                                                                                |                              |                  |                  |                   |                   |                  |
|                                                                                                                                                                                                                |                              |                  |                  |                   |                   |                  |
| <b>Total Hours</b>                                                                                                                                                                                             | <b>264</b>                   | <b>788</b>       | <b>248</b>       | <b>86</b>         | <b>\$ 202,200</b> |                  |
| <b>Total Project Tasks</b>                                                                                                                                                                                     | <b>\$ 56,760</b>             | <b>\$153,660</b> | <b>\$ 40,920</b> | <b>\$ 9,460</b>   | <b>\$ 202,200</b> | <b>\$463,000</b> |



**ATTACHMENT A-2 to EXHIBIT A TASK ORDER #1  
to PROFESSIONAL SERVICES AGREEMENT DATED 1/27/26  
For EAST CHELAN WATER IMPROVEMENTS PROJECT**

**TIME AND EXPENSES SCHEDULE**

**PROFESSIONAL SERVICES** <sup>(1)</sup>

|                                    |                      |
|------------------------------------|----------------------|
| Principal                          | \$190-\$225 per hour |
| Engineer                           | \$110-\$210 per hour |
| Engineering Technician             | \$110-\$180 per hour |
| Funding & Environmental Specialist | \$90-\$125 per hour  |
| Project Assistant                  | \$90-\$115 per hour  |

<sup>(1)</sup> Hourly rates will generally be based upon a total multiplier of 3.28 x salary. Hourly rates shown above and multiplier may be revised for work performed after Dec 31, 2026.

**REIMBURSABLE EXPENSES**

The following items of direct project expense will be invoiced as follows:

1. Automobile travel at the current allowable Federal mileage rate
2. Travel, meals, lodging expenses as incurred (or federal per diem if specified).

The following items of direct project expense will be invoiced at direct cost, plus a maximum ten percent (10%):

4. Shipping costs for samples, equipment, documents, or other items as required
5. Materials or other expendable items expended in the course of the work
6. Rentals, fees, permits, software licenses, or other charges for special services or special equipment necessary for the work.
7. Outside services utilized for the work, including subconsultants and outside reproduction of drawings, documents, reports or specifications



December 30, 2025

Jesse Cowger, PE  
Varela Engineering  
601 W. Mallon Avenue, Suite A  
Spokane, WA 99201

Re: City of Chelan, East Chelan Reservoir, Water System Plan  
Reservoir Site Research, Planning, Scoping, and Technical Guidance.

Dear Jesse,

Tierra Right of Way Services, Ltd. (Tierra), is pleased to submit the scope of work and fee for the performance of reservoir site research, planning, scoping, and technical guidance for up to 17 parcels. This estimate assumes up to 10 hours of Agent or Project Manager labor per parcel and includes time for managing the title ordering and invoicing. This proposal was based on information received from Varela (Client) pertaining to the Project. Any services performed outside the scope of this proposal must be approved, in writing, by Client and Owner prior to commencement. Please note that our cost estimate herein is good for ninety (90) days from the date of this letter.

Upon completing your review of this proposal, please contact me with any questions or clarifications needed. On behalf of Tierra Right of Way Services, Ltd., we look forward to the opportunity to work with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Leslie Findlay". The signature is written in a cursive, flowing style.

Leslie Findlay, SR/WA, RW/RAC  
Vice President, Right of Way & Designated Broker

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## PROJECT UNDERSTANDING

It is the understanding of Tierra Right of Way Services, Ltd. (Tierra), that Varela (the Client) is seeking to procure Tierra's services for the City of Chelan (the Owner), East Chelan Reservoir (the Project). The goal of the Project is to provide reservoir site research, title report ordering research, recommendations, and technical guidance for up to 17 parcels.

The Owner, along with the Client, is evaluating several locations and routes to improve water services and reservoirs. The parcels listed below are the anticipated parcels that will require an unknown amount of research, review, and landowner contact during the first stage of project planning. Negotiations to take place in 2027 or later. At that time, updated title reports will be necessary, and an amendment to this scope and fee will be required.

|    |       |                                  |
|----|-------|----------------------------------|
| 1  | 46470 | Barbara Schultz-Sterner          |
| 2  | 52350 | Lake Chelan School District #129 |
| 3  | 52349 | Lake Chelan School District #129 |
| 4  | 46425 | Midnight Land Company LLC        |
| 5  | 46431 | Barbara Schultz-Sterner          |
| 6  | 46424 | Barbara Schultz-Sterner          |
| 7  | 70511 | Lake Chelan Seven LLC            |
| 8  | 46423 | Harold & Kara Schell             |
| 9  | 46421 | L C Investments LLC              |
| 10 | 46420 | Star Rock LLC                    |
| 11 | 46415 | Jesse & Kate Redell              |
| 12 | 46418 | Mario & Roberta Tejada           |
| 13 | 42724 | Cemetery District #4             |
| 14 | 42713 | No See-Um Orchards               |
| 15 | 65016 | No See-Um Orchards               |
| 16 | 42705 | Chelan Rustlers Inc              |
| 17 | 42713 | No See-Um Orchards               |

## SCOPE OF WORK

Our scope of work and fee includes, and is limited to, the following tasks.

### *Task 1. Project Administration and Project Management*

- Tierra will support the Client by providing Project planning, management, quality control, communication, and coordination throughout the Project. This includes all Project-wide planning and management tasks.
- Attend the on-site or video conference Project kick-off meeting with Client and Owner staff.
- Attend up to four quarterly conference calls between the Client, Owner, and Tierra to discuss and track progress of the Project.
- Tierra will review the Project schedule for the planning phase and will monitor and update the client and owner as needed.

- 
- Tierra will prepare and submit monthly Tierra standard invoices. If required by Client, Tierra will prepare Client template invoices.
  - Tierra will meet with the Client and Owner to obtain Project background information previously received by the Owner during community meetings, etc.

### **Task 1 Tierra Deliverables**

The following items are the deliverables for this task:

- Project kickoff meeting with Client and Owner staff.
- Attend meetings and conference calls.
- Review schedule for scoping phase.
- Provide monthly status reports and invoices.

### ***Task 2. Research & Rights of Way Technical Guidance***

- Tierra will support the Client and Owner by providing parcel research through public records, reviewing design plans or exhibits of tentative design alignments, and providing technical guidance. Assist with the resolution of critical issues for design, development, and construction of the project related to real estate and rights of way.

### **Task 2 Tierra Deliverables**

The following items are the deliverables for this task:

- Tierra will attend virtual meetings to provide guidance and support as needed.
- Tierra attends meetings to discuss the Project, providing real estate support, as needed.
- Tierra will provide support to the Client and Owner as needed to discuss individual parcels, real estate challenges, or benefits related to the Project.

### **Task 2 Client Deliverables**

- The Client will provide all relevant information previously obtained by the Owner during community meetings, correspondence with owners, and diary information, etc.
- The Client will provide the anticipated overall Project Schedule.
- The Client and /or Owner will meet with Tierra, or owners or representatives as needed.

### **Task 2 Assumptions**

Our scope of work contemplates that there will be no deviation from the following assumptions relating to this task:

- Tierra will provide technical guidance based on our experience and expertise.

### ***Task 3. Title Reports***

Subdivision Guarantees will be ordered from the First American Title Company along with copies of all recorded documents reflected in the Schedule B requirements and exceptions.

Activities Tierra will perform under this task include the following:

- Tierra will order the subdivision guarantees and manage the invoice and payment.
- Per First American Title, Residential Subdivision Guarantees are \$350 each, and Commercial Properties are \$750. An average of \$550 has been applied to this estimate.

- 
- Once the title reports are received, Tierra agents will perform an in-depth review of the title report and the Schedule B items to make sure there are no preexisting title conditions that would delay the Owner from successfully closing on the property, if pursued.
  - If issues are noted, Tierra will bring said issues to the Owner and Client's attention immediately and provide recommendations for resolution. This may include recommendations to the Owner whether to accept or clear problematic encumbrances and exceptions. This will come in the form of a Parcel Title Summary Memorandum (PTSM).
  - Tierra will perform limited research on any title issues relating to parcels.
  - Tierra will meet with the Client, Owner, and property owners as needed to discuss and assist with resolving any title issues for acceptance by the Owner.

### **Task 3 Tierra Deliverables**

The following items are the deliverables for this task:

- Tierra will provide an electronic copy of the title commitments obtained to the Owner and Client, along with a PTSM (per parcel) of any issues that may affect the Owner's ability to successfully close.

### **Task 3 Client Deliverables**

Our scope of work contemplates that there will be no deviation from the following assumptions relating to this task:

- The Client may request, under a separate estimate, additional in-depth research of title issues (if identified). The costs associated with any additional research are in addition to those noted herein.
- The Client will provide a detailed parcel count, along with the Assessor's parcel number(s), of any additional parcels it wishes for Tierra to obtain title commitments for.
- Title Commitments requested by the Client or Owner from other than First American Title and any subsequent delay in commencement of the Project due to delay of these items, shall not be Tierra's responsibility.
- The Owner will provide written approval of the title exceptions and encumbrances to be either cleared or accepted, as recommended by Tierra.

The estimated timeline for completion of Task 3: Title Reports is 30 days from the date the Notice to Proceed is provided and title reports are received.

## **PROJECT SCHEDULE**

Project planning begins in January 2026. Construction and negotiations will be delayed into 2027 or beyond.

The deliverable hours and cost provided contain the following assumptions:

- All mileage expenses will be invoiced to the Client at the IRS-established rate. Actual mileage may be more or less than what is estimated herein.
- Lodging and mileage from Olympia or Wenatchee offices may be applicable. Tierra will do its best to utilize resources within the region of the Project but may need employees from offices further away to assist on projects, requiring lodging and mileage from that office. We will do our best to limit this option.

- Any delay in Client deliverables or design changes will delay Tierra's project schedule and may cause an amendment due to the impacts and updates required on work and documents already performed.
- If any additional parcels or work is required that is not identified in this scope of work, an amendment will be required.
- Any change in the Client's main point of contact, project manager, or other related leadership position will likely result in increased fees due to changes in management and communication styles, changes in agreed to reporting, changes in forms, and the new project team member not fully understanding the scope of work contracted for.
- Price does not include parcel negotiations, rights of entry, permits, escrow, or recording fees, survey, the development of legal descriptions, exhibits, clearing encroachments, and relocation assistance services.
- Our quality control review of items produced by a third party is limited to desktop review of the items received only.
- Due to the labor shortage of experienced professionals in the industry, the pricing contained herein is valid for 90 calendar days only.
- Payment of Tierra's invoices shall be due and payable within thirty (30) days of receipt of invoice.

| <b>CONSULTANT FEE DETERMINATION - SUMMARY OF PROJECT COSTS</b>          |                                |                            |     |                                       |                     |
|-------------------------------------------------------------------------|--------------------------------|----------------------------|-----|---------------------------------------|---------------------|
| <b>Tierra Right of Way Services, Ltd.</b>                               |                                |                            |     |                                       |                     |
| <b>Varela, City of Chelan, East Chelan Reservoir, Water System Plan</b> |                                |                            |     |                                       |                     |
| <b>Labor Classification</b>                                             | <b>Direct<br/>Billing Rate</b> | <b>Estimated<br/>Hours</b> |     | <b>Total</b>                          | <b>Total Amount</b> |
| <i>Research &amp; Technical Guidance 17 parcels</i>                     |                                |                            |     |                                       |                     |
| Director of ROW                                                         | \$ 205.00                      | 1                          |     | \$ 205.00                             |                     |
| Project Manager                                                         | \$ 175.00                      | 40                         |     | \$ 7,000.00                           |                     |
| Senior Right of Way Agent                                               | \$ 145.00                      | 130                        |     | \$ 18,850.00                          |                     |
| Project Coordinator                                                     | \$ 105.00                      | 6                          |     | \$ 630.00                             |                     |
|                                                                         |                                | 177                        |     |                                       | \$ 26,685.00        |
| <b>Direct Reimbursables</b>                                             |                                |                            |     |                                       |                     |
| Travel (Mileage): Miles                                                 |                                | \$ 0.700                   | 400 | \$ 280.00                             |                     |
| Postage Total                                                           |                                | \$ 10.00                   | 17  | \$ 170.00                             |                     |
| Title Report                                                            |                                | \$ 550.00                  | 17  | \$ 9,350.00                           |                     |
|                                                                         |                                |                            |     |                                       |                     |
|                                                                         |                                |                            |     | <b>Direct Reimbursables Subtotal:</b> | <b>\$ 9,800.00</b>  |
|                                                                         |                                |                            |     |                                       |                     |
|                                                                         |                                |                            |     | <b>Total Amount Payable</b>           | <b>\$ 36,485.00</b> |

## East Chelan Water System Improvements - Pre-Design Phase

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### Project Description

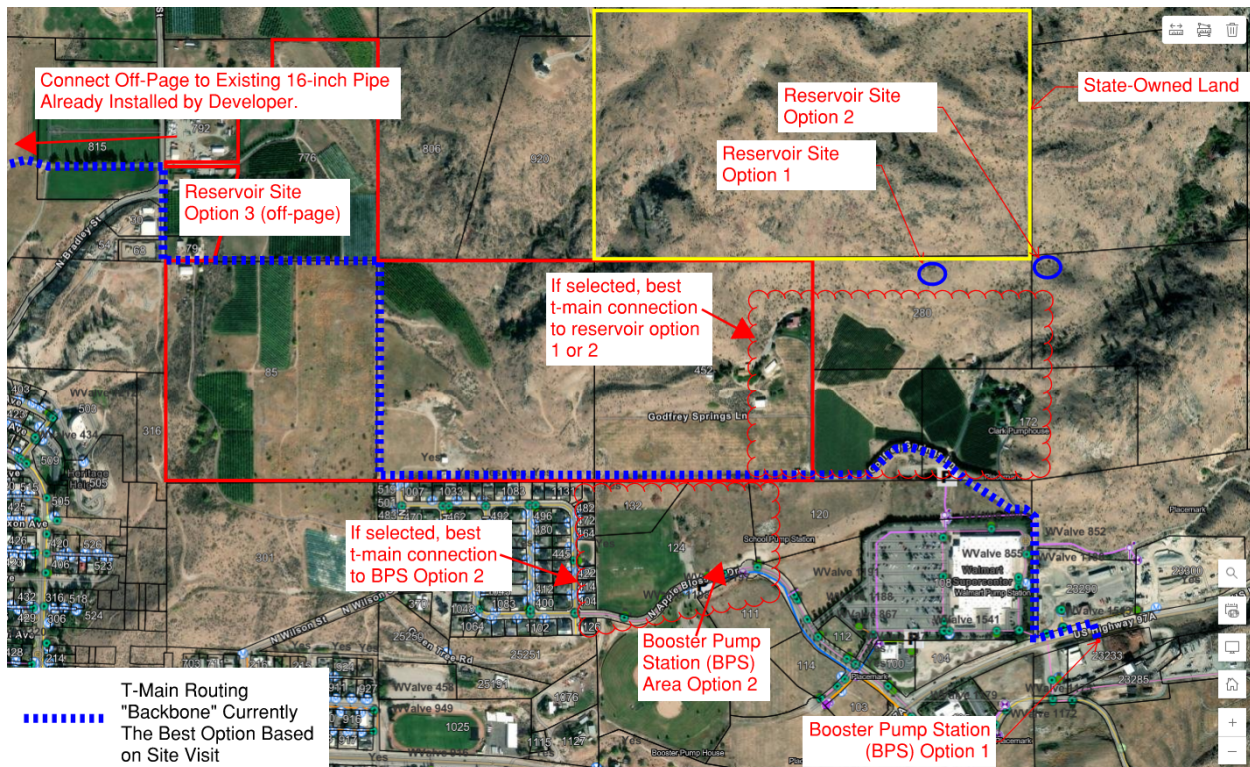
The City of Chelan (City) is undergoing improvements to its water system to enhance fire protection, provide supply redundancy to the Darnell's pressure zone, expand the service area for future developments at higher elevations, and ensure that the Washington Street pressure zone will continue to operate effectively for its current users. The City wishes to split this project design into phases, starting with the pre-design phase. Based on scoping meetings with the City, the overall pre-design phase will primarily evaluate the following:

- Reservoir
  - Site location and access (assume a maximum of three sites)
  - Total volume: document the total volume basis and how that relates to the other components of the project.
  - Construction type: partially buried or above-ground. Temperature will be a consideration.
  - Mixing (water quality and stratification)
  - Heating
  - Lightning Protection
  - Field Instrumentation
  
- Booster Station
  - Site location and access (two sites have generally already been identified by the City)
  - Not a skid-mounted design
  - Capacity, Expandability – electrical, mechanical, plumbing, all sized for expansion
  - Backup power generator – dedicated diesel generator (polar generator, 24-hr fuel tank)
  - Building size – properly sized
  - Architectural – CMU building
  - PRVs
  - SCADA system – integrate with City's master SCADA system
  
- Transmission Main (T-Main)
  - Pipe sizing/diameter
  - Pipe minimum cover
  - Pipe material
  - Tie-ins to Darnell's pressure zone
  - Does not include extension to Airport
  - Routes (assume a maximum of three routes, which will overlap in several areas)



- Lead and arsenic contamination near orchards – need to consider whether export and replacement of trenched soils will be required

**Figure 1** shows a summary of the reservoir site and the t-main options east of the golf course based on the scoping site visit on November 20, 2025. This is still preliminary but provided to put sideboards on the project limits. DJ&A will support Varela in the pre-design phase through the following tasks listed below. In summary, tasks consist of: (1) Project Management, Administration, Coordination, and QC/QA reviews; (2) Topographic Survey and Mapping; (3) Environmental Services; and (4) Engineering and Pre-Design Services.



**Figure 1 – Overview of T-Main Routing Options East of the Golf Course**

## Task 1: Project Management, Administration, Coordination, and QC/QA

**Description:** Provide project management for the survey, environmental, and water transmission sub-teams, project administration, including contract setup, monthly billing and invoicing, quality control/quality assurance, and internal coordination meetings with Varela.

**Assumptions:**

- Bi-weekly internal coordination meetings with Varela and other team members @ 1 hour/meeting with the DJ&A Project Manager and one other staff member (either Survey Lead or Environmental Lead). Assume eight coordination meetings.





- Coordination meetings with the City of Chelan @ 1 hour/meeting. Only the DJ&A Project Manager will be in attendance. Assume four meetings.

**Deliverables:**

- Monthly invoices.
- Meeting notes or follow-up emails summarizing discussions, decisions, and action items.
- Internal QA/QC reviews documented prior to deliverables being issued to Varela.

## Task 2: Topographic Survey and Mapping

**Description:** DJ&A will collect the following publicly available data and develop an ArcGIS and AutoCAD base map to support predesign exhibit backgrounds:

- State, County, or City based LiDAR data sets available to the public.
- Existing dry utilities (via Design Information Request from 811)
- Existing wet utilities and approximate parcel information (via City of Chelan ArcGIS platform; DJ&A and Varela have username and password)

GIS will support data management and organization of received files, so they are easily shareable with Varela. Note: Varela will be producing all exhibits in AutoCAD.

**Assumptions:**

- No site visit or field work is anticipated for survey activities. All services provided under this scope of work will be “desktop” level support.
- Boundary and ROW surveys are not a part of this scope.
- Ordering title reports will be the responsibility of Tierra. They will support initial investigations of existing easements and property restrictions.
- DJ&A cannot guarantee that requests for utility data from providers will be complete, received, or fully accurate and should not be used for final design.
- DJ&A does not guarantee that publicly available LiDAR data is fully accurate and should not be used for final design.

**Deliverables:**

- N/A

## Task 3: Environmental Services

**Description:** DJ&A will conduct a desktop review of environmental resources, identifying the potential concerns or issues, and document findings in an environmental resources memo. Included in this service

is determining what prior studies, if any, have been conducted, and determining potential permits needed for design and construction. We will coordinate a meeting with the U.S. Army Corps of Engineers (Seattle District), contact for the 219 Program to get input as to if a Categorical Exclusion (CE) is needed, which one is applicable for the project, and responsible parties for developing any environmental documentation at the federal level. Lastly, our team will provide recommendations for additional in-depth technical studies and environmental field surveys.

**Assumptions:**

- No site visit/field work is anticipated. All work will be “desktop” level support and review.
- NEPA compliance for U.S. Army Corps of Engineers (or other federal lead) would occur at a later phase.
- One teleconference meeting with U.S. Army Corps of Engineers (Seattle District) with up to two environmental staff members present.

**Deliverables:**

- Draft Environmental Resources Memo (including desktop analysis, tabulated potential permits, and recommendations for additional environmental studies). Up to 10 pages (not including appendices).
- Final Environmental Resources Memo (including desktop analysis, tabulated potential permits, discussion summary with U.S. Army Corps of Engineers, and recommendations for additional environmental studies). Up to 14 pages (not including appendices).

## Task 4: Engineering and Pre-Design Services

**Description:** DJ&A will conduct a preliminary routing analysis for the proposed transmission water main, evaluating potential corridors against key feasibility criteria, including existing utility right-of-way, property ownership and easement willingness, topography, subsurface soil and geologic conditions, environmental and cultural constraints, and existing above-ground and below-ground utilities. Our team will initially identify three routing concepts for evaluation, then refine these to a recommended primary alignment and a secondary (“back-up”) alternative. Some alignment segments are expected to overlap, as certain areas naturally present optimal conditions across multiple criteria.

All analysis, findings, planning-level construction cost estimates, and recommendations will be documented in a narrative and compiled into the overall report managed by Varela. In addition, DJ&A will provide technical review and input on proposed tank sites, PRV locations, booster pump siting, and project phasing to ensure consistency with the recommended transmission main alignment.

**Assumptions:**

- No site visit/field work is anticipated. All work will be “desktop” level support.



- No hydraulic modeling. Varela will conduct and manage the hydraulic model and size the transmission main, and evaluate the effects of the recommended improvements (pre-design only) on adjacent pressure zones and water system operations.
- Includes a planning-level construction cost estimate (installed linear foot) for the transmission main. This will account for different types of installation methods anticipated (e.g. in-pavement, cross-country, open trench, crossings/trenchless, etc)

**Deliverables:**

- Draft Report Narrative and Exhibits. Up to eight pages of narrative and seven exhibits (other appendices not included)
- Final Report Narrative and Exhibits. Up to eight pages of narrative and seven exhibits (other appendices not included)

**Fee:**

See the attached fee proposal that breaks down staff, labor rates, and hours.

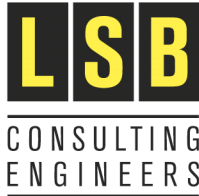
# Fee Proposal

Project: **East Chelan Water System Improvements - Pre-design Phase**  
Contract Number: **TBD**  
Client: **Varela Engineering & Management**  
DJ&A Project Number: **7864**

Prepared By: **Mike Whelehon, P.E.**  
Reviewed By: **Chad W., Greg B.  
Brian S., and Ben S.**

|                                  |                                                                                                    | Manager - Mike<br>Whelehon | Senior Project<br>Lead - Greg<br>Badon | Senior<br>Environmental<br>Engineer III -<br>Chad Weaver | Senior WWWW<br>Engineer III -<br>Chad Weaver | Senior Survey<br>Lead - Buck<br>Rogers | Project Surveyor<br>II - Kyle Todd | Analyst - Ben or<br>Travis | Senior GIS  | Survey Tech II -<br>Kevin | WWWW Design<br>Engineer III -<br>Mark Setline | Brian Stockowitz | Environmental<br>Scientist III -<br>Hannan Kurns | Environmental<br>Scientist III -<br>Hannan Kurns | Coordinator | Project | TOTALS       |
|----------------------------------|----------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------|----------------------------------------------------------|----------------------------------------------|----------------------------------------|------------------------------------|----------------------------|-------------|---------------------------|-----------------------------------------------|------------------|--------------------------------------------------|--------------------------------------------------|-------------|---------|--------------|
| Rate                             |                                                                                                    | \$240.00                   | \$212.00                               | \$213.00                                                 | \$198.00                                     | \$164.00                               | \$150.00                           | \$123.00                   | \$147.00    | \$142.00                  | \$142.00                                      | \$134.00         |                                                  |                                                  |             |         |              |
| Item                             | Task                                                                                               |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         |              |
| 1.0                              | Project Management, Administration, Coordination, and QC/QA                                        |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         |              |
| 1.1                              | Project Management for DJ&A Subteams                                                               | 12.0                       |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  | 4.0         |         | \$ 2,880.00  |
| 1.2                              | Project/Contract Set up                                                                            | 2.0                        |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         | \$ 1,016.00  |
| 1.3                              | Monthly Billing and Invoicing                                                                      | 4.0                        |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  | 6.0         |         | \$ 1,764.00  |
| 1.4                              | Quality Control / Quality Assurance (QC/QA)                                                        | 6.0                        |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         | \$ 1,440.00  |
| 1.5                              | Internal Coordination Meetings with Varela + Subteams                                              | 10.0                       | 10.0                                   |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         | \$ 4,520.00  |
| 1.6                              | External Coordination Meetings with City of Chelan                                                 | 5.0                        |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         | \$ 1,200.00  |
| Total Hours                      |                                                                                                    | 39.0                       | 10.0                                   | 0.0                                                      | 0.0                                          | 0.0                                    | 0.0                                | 0.0                        | 0.0         | 0.0                       | 0.0                                           | 0.0              | 0.0                                              | 0.0                                              | 10.0        |         | 59.0         |
| Total Labor Cost                 |                                                                                                    | \$9,360.00                 | \$2,120.00                             | \$0.00                                                   | \$0.00                                       | \$0.00                                 | \$0.00                             | \$0.00                     | \$0.00      | \$0.00                    | \$0.00                                        | \$0.00           | \$0.00                                           | \$0.00                                           | \$1,340.00  |         | \$12,820.00  |
| 2.0                              | Topographic Survey and Mapping                                                                     |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         |              |
| 2.1                              | Data Collection (LiDAR, Dry Utilities, Wet Utilities, Parcels)                                     |                            |                                        |                                                          | 6.0                                          | 10.0                                   | 18.0                               | 16.0                       |             |                           |                                               |                  |                                                  |                                                  |             |         | \$ 7,496.00  |
| 2.2                              | Build basemap                                                                                      |                            |                                        |                                                          | 1.0                                          | 4.0                                    |                                    | 32.0                       |             |                           |                                               |                  |                                                  |                                                  | 2.0         |         | \$ 5,058.00  |
| 2.3                              | Organized Digital file                                                                             |                            |                                        |                                                          | 1.0                                          | 2.0                                    | 10.0                               |                            |             |                           |                                               |                  |                                                  |                                                  | 2.0         |         | \$ 2,294.00  |
| 2.4                              | Recommendations for Additional Field Work to Assist with Pre-design                                | 1.0                        |                                        |                                                          | 8.0                                          |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         | \$ 1,824.00  |
| Total Hours                      |                                                                                                    | 1.0                        | 0.0                                    | 0.0                                                      | 16.0                                         | 16.0                                   | 28.0                               | 48.0                       | 0.0         | 0.0                       | 0.0                                           | 0.0              | 0.0                                              | 0.0                                              | 4.0         |         | 113.0        |
| Total Labor Cost                 |                                                                                                    | \$240.00                   | \$0.00                                 | \$0.00                                                   | \$3,168.00                                   | \$2,624.00                             | \$4,200.00                         | \$5,904.00                 | \$0.00      | \$0.00                    | \$0.00                                        | \$0.00           | \$0.00                                           | \$0.00                                           | \$536.00    |         | \$16,672.00  |
| 3.0                              | Environmental Services                                                                             |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         |              |
| 3.1                              | Desktop Review of Environmental Resources                                                          |                            | 6.0                                    |                                                          |                                              |                                        | 12.0                               | 12.0                       |             |                           | 14.0                                          | 40.0             |                                                  |                                                  |             |         | \$ 12,216.00 |
| 3.2                              | Draft Environmental Resources Memo                                                                 |                            | 5.0                                    |                                                          |                                              |                                        | 12.0                               | 12.0                       |             |                           | 10.0                                          | 12.0             | 2.0                                              |                                                  |             |         | \$ 7,728.00  |
| 3.3                              | Meeting with U.S. Army Corps of Engineers & Minutes                                                |                            | 2.0                                    |                                                          |                                              |                                        |                                    |                            |             |                           | 4.0                                           |                  |                                                  |                                                  |             |         | \$ 992.00    |
| 3.4                              | Final Environmental Resources Memo                                                                 | 1.0                        | 3.0                                    |                                                          |                                              |                                        | 4.0                                | 4.0                        |             |                           | 6.0                                           | 8.0              | 2.0                                              |                                                  |             |         | \$ 4,224.00  |
| Total Hours                      |                                                                                                    | 1.0                        | 16.0                                   | 0.0                                                      | 0.0                                          | 0.0                                    | 28.0                               | 28.0                       | 0.0         | 0.0                       | 34.0                                          | 60.0             | 4.0                                              |                                                  |             |         | 171.0        |
| Total Labor Cost                 |                                                                                                    | \$240.00                   | \$3,392.00                             | \$0.00                                                   | \$0.00                                       | \$0.00                                 | \$4,200.00                         | \$3,444.00                 | \$0.00      | \$4,828.00                | \$8,520.00                                    | \$536.00         |                                                  |                                                  |             |         | \$25,160.00  |
| 4.0                              | Engineering and Pre-Design Services                                                                |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         |              |
| 4.1                              | Preliminary T-Main Routing Analysis                                                                | 4.0                        |                                        | 10.0                                                     |                                              |                                        |                                    |                            |             | 48.0                      |                                               |                  |                                                  |                                                  |             |         | \$ 10,146.00 |
| 4.2                              | Draft Report Narrative and Exhibits                                                                | 2.0                        |                                        | 8.0                                                      |                                              |                                        | 18.0                               | 18.0                       |             | 34.0                      |                                               |                  |                                                  |                                                  | 3.0         |         | \$ 12,498.00 |
| 4.3                              | Final Report Narrative and Exhibits                                                                | 2.0                        |                                        | 6.0                                                      |                                              |                                        | 9.0                                | 9.0                        |             | 16.0                      |                                               |                  |                                                  |                                                  | 3.0         |         | \$ 6,969.00  |
| 4.4                              | Technical Review / Feedback RE: Tank Sites, PRV Locations, Booster Pump Sites, and Project Phasing | 6.0                        |                                        | 16.0                                                     |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         | \$ 4,848.00  |
| Total Hours                      |                                                                                                    | 14.0                       | 0.0                                    | 40.0                                                     | 0.0                                          | 0.0                                    | 27.0                               | 27.0                       |             | 98.0                      | 0.0                                           | 0.0              | 6.0                                              |                                                  |             |         | 212.0        |
| Total Labor Cost                 |                                                                                                    | \$3,360.00                 | \$0.00                                 | \$8,520.00                                               | \$0.00                                       | \$0.00                                 | \$4,050.00                         | \$3,321.00                 | \$14,406.00 | \$0.00                    | \$0.00                                        | \$0.00           | \$804.00                                         |                                                  |             |         | \$34,461.00  |
| Project Summary                  |                                                                                                    |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         |              |
| Total Hours                      |                                                                                                    | 55.0                       | 26.0                                   | 40.0                                                     | 16.0                                         | 16.0                                   | 83.0                               | 103.0                      | 98.0        | 34.0                      | 60.0                                          | 24.0             |                                                  |                                                  |             |         | 555.0        |
| Total Labor Cost                 |                                                                                                    | \$13,200.00                | \$5,512.00                             | \$8,520.00                                               | \$3,168.00                                   | \$2,624.00                             | \$12,450.00                        | \$12,669.00                | \$14,406.00 | \$4,828.00                | \$8,520.00                                    | \$3,216.00       |                                                  |                                                  |             |         | \$89,113.00  |
| check                            |                                                                                                    | \$13,200.00                | \$5,512.00                             | \$8,520.00                                               | \$3,168.00                                   | \$2,624.00                             | \$12,450.00                        | \$12,669.00                | \$14,406.00 | \$4,828.00                | \$8,520.00                                    | \$3,216.00       |                                                  |                                                  |             |         | \$89,113.00  |
| Project Total Direct Labor Costs |                                                                                                    |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         | \$89,113.00  |
| Subconsultant                    |                                                                                                    |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         |              |
|                                  | N/A                                                                                                |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         |              |
|                                  | N/A                                                                                                |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         |              |
| Total Subconsultant Expenses     |                                                                                                    |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         | \$0.00       |
| Direct Expenses                  |                                                                                                    |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         |              |
|                                  | mileage                                                                                            |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         | \$0.00       |
|                                  | per diem                                                                                           |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         | \$0.00       |
|                                  | lodging                                                                                            |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         | \$0.00       |
|                                  | materials, printing, postage, etc.                                                                 |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         | \$0.00       |
| Total Direct Expenses            |                                                                                                    |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         | \$0.00       |
| Total                            |                                                                                                    |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         |              |
|                                  |                                                                                                    |                            |                                        |                                                          |                                              |                                        |                                    |                            |             |                           |                                               |                  |                                                  |                                                  |             |         | \$89,113.00  |

Assumptions:



523 EAST THIRD AVENUE  
SPOKANE, WASHINGTON 99202  
P 509.323.9292 F 509.747.7115  
WWW.LSBENGINEERS.COM

*December 19, 2025*

*Jesse Cowger, P.E. | Principal  
Varela Engineering & Management  
601 W. Mallon Avenue, Suite A  
Spokane, WA 99201*

*Re: Proposal for Structural Engineering Pre-Design Services (LSB Proposal 25P2173)  
East Chelan Water System Improvement Project  
Chelan, WA*

*Dear Jesse:*

*LSB Consulting Engineers is pleased to offer the following proposal to provide structural engineering services for the project noted above.*

***FEE FOR SERVICES:***

*We propose providing our services as outlined in this document and indicated below on a Time and Expense basis with an estimated budget allowance of \$14,000. We will not exceed this amount without your explicit prior authorization.*

*Time and Expense (T&E) proposals will be charged on an hourly basis, with fees accruing in accordance with the attached Standard Fee Schedule. The stated fee is an estimated maximum amount that includes all reimbursable expenses, unless noted otherwise in this document.*

***PROPOSED PRE-DESIGN SCOPE OF WORK:***

- Participate in Pre-Design coordination meetings as needed.*
- Review and provide recommendations regarding three proposed new reservoir sites considering optimal reservoir types.*
- Review proposed Booster Station sites and provide comments/recommendations regarding structural considerations.*
- Assist with ROM construction cost estimates associated with preferred reservoir alternatives and sites.*

- Assist in the development and review of Pre-Design report recommendations as they relate to structural scope items.

Thank you for considering LSB Consulting Engineers for this project. We appreciate the opportunity and look forward to working with you again. If you have questions regarding this proposal or need additional information, please feel free to contact us.

Sincerely,

**LSB Consulting Engineers, PLLC**



David M. Linke, P.E.  
Principal Engineer

Attachment: 2026 Standard Fee Schedule

## Chelan Water System Improvements: Predesign Scope

## Varela Engineering & Management - Jesse Cowger

Date: 12/5/2025

By: DML

File: 25P2173 VA Chelan Water System Improvements

## 2026 Projected Municipal Rates

|                |       |                    |                |       |                      |
|----------------|-------|--------------------|----------------|-------|----------------------|
| Hourly Rate R1 | \$175 | Principal Engineer | Hourly Rate R4 | \$125 | Graduate Engineer    |
| Hourly Rate R2 | \$160 | Senior Engineer    | Hourly Rate R5 | \$115 | Senior Design Tech   |
| Hourly Rate R3 | \$145 | Staff Engineer     | Hourly Rate R6 | \$100 | Design Tech          |
|                |       |                    | Hourly Rate R7 | \$75  | Administrative Staff |

| Design Task                               | Hourly Costs |        |        |        |        |        |        |           | Non-hourly Costs |           |       |          | Total Costs |
|-------------------------------------------|--------------|--------|--------|--------|--------|--------|--------|-----------|------------------|-----------|-------|----------|-------------|
|                                           | R1 hrs       | R2 hrs | R3 hrs | R4 hrs | R5 hrs | R6 hrs | R7 hrs | Total \$  | Quan.            | Unit Cost | Mult. | Total \$ |             |
|                                           |              |        |        |        |        |        |        |           |                  |           |       |          |             |
| Coordination Meetings Allowance           | 8            |        |        |        |        |        |        | 1,400.00  |                  |           |       |          | 1,400.00    |
| Review of Reservoir Sites Allowance       | 12           |        |        |        |        |        |        | 2,100.00  |                  |           |       |          | 2,100.00    |
| Review of Booster Station Sites Allowance | 4            |        |        |        |        |        |        | 700.00    |                  |           |       |          | 700.00      |
| Review Reservoir Type Options             | 16           |        |        |        |        |        |        | 2,800.00  |                  |           |       |          | 2,800.00    |
| ROM Construction Cost Estimate Allowance  | 16           |        |        |        |        |        |        | 2,800.00  |                  |           |       |          | 2,800.00    |
|                                           |              |        |        |        |        |        |        |           |                  |           |       |          |             |
| Pre-Design Report Assistance              | 24           |        |        |        |        |        |        | 4,200.00  |                  |           |       |          | 4,200.00    |
|                                           |              |        |        |        |        |        |        |           |                  |           |       |          |             |
|                                           |              |        |        |        |        |        |        |           |                  |           |       |          |             |
|                                           |              |        |        |        |        |        |        |           |                  |           |       |          |             |
|                                           |              |        |        |        |        |        |        |           |                  |           |       |          |             |
|                                           |              |        |        |        |        |        |        |           |                  |           |       |          |             |
| Miscellaneous Expenses                    |              |        |        |        |        |        |        |           |                  |           |       |          |             |
|                                           |              |        |        |        |        |        |        |           |                  |           |       |          |             |
|                                           |              |        |        |        |        |        |        |           |                  |           |       |          |             |
|                                           |              |        |        |        |        |        |        |           |                  |           |       |          |             |
|                                           |              |        |        |        |        |        |        |           |                  |           |       |          |             |
| Totals                                    | 80           |        |        |        |        |        |        | 14,000.00 |                  |           |       |          |             |
| Total Fee                                 |              |        |        |        |        |        |        |           |                  |           |       |          | \$14,000    |



## Standard Fee Schedule

January 2026

|                          |                |
|--------------------------|----------------|
| Principal Engineer       | \$175 per hour |
| Senior Engineer          | \$160          |
| Staff Engineer           | \$145          |
| Graduate Engineer        | \$125          |
| Senior Design Technician | \$115          |
| Design Technician        | \$100          |
| Administrative Staff     | \$75           |

Expenses will be billed at actual cost plus a 10% markup. Costs for transportation by automobile will be charged at the prevailing federally approved rate per mile.

Unless otherwise specified, charges are due and payable within thirty (30) days after receipt of invoice. Interest may be charged at the rate of 1.0% per month on past due accounts.





# Budinger & Associates

*Proudly serving the Inland Northwest since 1976*

1101 North Fancher Road  
Spokane, WA 99212  
Tel: 509.535.8841  
Fax: 509.535.9589

## Cost Estimate

**To:** Varela Engineering & Management  
601 W. Mallon Avenue, Suite A  
Spokane, WA 99201

**Date:** 12/5/2025

**Proposal Number:** S251136

**Office Number:** 509.328.6066

**Attn:** Jesse Cowger, PE

**Project:** East Chelan Water Improvements

**E-mail:** [jcowger@varela-engr.com](mailto:jcowger@varela-engr.com)

Preliminary Reconnaissance of 3 Prospective Sites

### Scope:

1. Review topography, geology, Lidar, geohazard maps, and DOE (Ecology) well reports.
2. Complete geophysical survey by the seismic refraction micro-tremor (ReMi) method with a pair of 1-dimensional (shear wave velocity versus depth) plots at each of 3 sites. This method will provide a good estimate of the soil thickness and depth to rock if within ~100 feet. No indication on variability across the site.
3. Prepare a technical memorandum presenting the results and providing ranking of the 3 sites based on research and geophysics results.

**\*\*Option for more extensive geophysical evaluation adding electrical resistivity and p-wave seismic refraction, along with ReMi was assumed to be too expensive at approximately \$115,000; thus, it is not included in this proposal, though we're available to discuss pros and cons. Our opinion is ReMi alone will provide the minimum necessary information for an informed interpretation of the anticipated subsurface conditions and ability to provide a preliminary rank ordering of the 3 sites for constructability and cost.**

### Assumptions:

1. Access (legal and physical) provided by client.
2. Rates in this estimate are valid for 45 days.
3. Varela to provide best estimated center of reservoir location at each site prior to mobilization.
4. Invoice will reflect time and materials requested which may differ from this estimate.
5. Authorization signature below incorporates the attached BAI STANDARD CONDITIONS.

## Services To Be Provided

| Description                        | Qty | Units | Price  | Total              |
|------------------------------------|-----|-------|--------|--------------------|
| * Mobilization and ReMi geophysics |     |       |        | 25961.00           |
| * Principal Geotechnical Engineer  | 14  | hours | 250.00 | 3500.00            |
| * Staff Geologist                  | 35  | hours | 175.00 | 6125.00            |
| * Administrator                    | 6   | hours | 85.00  | 510.00             |
| <b>TOTAL</b>                       |     |       |        | <b>\$36,096.00</b> |

Accepted by: \_\_\_\_\_

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

Signature: \_\_\_\_\_



# City of Chelan

2025-077A

CITY COUNCIL

January 13, 2026

Subject/Title: RH2 Engineering Inc. Task Authorization No. XX for the Design of the Farnham and Webster Pedestrian Improvements Project (Public Works Director Youngren)

Department: Public Works

Staff Contact: Jake Youngren

Guiding Principles: Accessible & Welcoming

Initiatives: Modernize Resource

Reviewed By: City Administrator, Finance Director

## GOVERNING LEGISLATION

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

## PREVIOUS ACTION TAKEN

On December 9, 2025 Council approved the Transportation Improvement Board (TIB) Grant Agreement for the Farnham and Webster Pedestrian Improvements Project.

## OVERVIEW

City staff will present the RH2 Engineering Inc. design contract for the Farnham and Webster Pedestrian Improvements project.

## FINANCIAL IMPLICATIONS

None.

## ATTACHMENTS

None

## SUGGESTED MOTION

Suggested Motion: None.

## DRAFT

### TENTATIVE ADVANCED AGENDA WORKSHEET

For Planning Discussion Purposes Only

as of January 8, 2026

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

#### January 22, 2026 State of the City Event

1.

#### January 27, 2026 City Council Meeting

1. Minutes

a. January 6, 2026 Workshop

2. Consent Agenda

a.

3. Special Presentations

a.

4. Public Hearings

a.

5. Motion Considerations

a. Eastern Cascade Distributing Concession Agreement for the Parks Department Beverages (Cooper) (L2-2)

b. Parks and Recreation Director Job Description (Coltman) (L2-2)

c. Comprehensive Plan Docket (Ajax) (L2-2)

d. Varela Engineering & Management Professional Services Agreement for the East Chelan Reservoir Engineering & Construction Management Services (Youngren) (L1-2)

e. Bayley Contractor Agreement for the Chelan Recycle Center (Youngren) (L2-2)

f. Chelan Fire Protection District No. 7 Interlocal Agreement for Fire Protection (McAloon) (L1-1)

g. Seasonal Occupancy Agreement at the Lake Chelan Airport (McAloon) (L1-1)

h. Chelan Fire District No. 7 Amendment No. 1 to the Airport Lease Lot No. 2 (McAloon) (L1-1)

6. Administrative Reports

a. Parks and Recreation Director Job Description (Coltman) (L1-2)

7. Informational Items

a. Tentative Advanced Agenda (McAloon)

b. Council Committee Reports (Various Councilmembers)

c. Lake Chelan Chamber of Commerce Financial Report (Evans)

d. Contract Intake Log (Gallucci)

#### February 3, 2026 City Council Workshop

1. Historic Downtown Chelan Association Annual Report (Sheridan / McAloon)

2. Transpo Group Traffic Analysis Presentation (Youngren)

3. Resolution No. 2026-14XX STIP 2026-2031 Discussion ONLY (Youngren)

#### February 10, 2026 City Council Meeting

1. Minutes
  - a. December 9, 2025 Airport Board Meeting Minutes
2. Consent Agenda
  - a.
3. Special Presentations
  - a.
4. Public Hearings
  - a.
5. Motion Considerations
  - a.
6. Administrative Reports
  - a. Resolution No. 2026-14XX Amendment to the STIP (Youngren)
7. Informational Items
  - a. Tentative Advanced Agenda (McAloon)
  - b. Council Committee Reports (Various Councilmembers)
  - c. Lake Chelan Chamber of Commerce Financial Report (Evans)
  - d. Contract Intake Log (Gallucci)
  - e. Lake Chelan Airport Financial Report (Evans)

#### February 24, 2026 City Council Meeting

1. Minutes
2. Consent Agenda
  - a.
3. Special Presentations
  - a.
4. Public Hearings
  - a.
5. Motion Considerations
  - a. Resolution No. 2026-14XX Amendment to the STIP (Youngren)
6. Administrative Reports
  - a.
7. Informational Items
  - a. Tentative Advanced Agenda (McAloon)
  - b. Council Committee Reports (Various Councilmembers)
  - c. Lake Chelan Chamber of Commerce Financial Report (Evans)
  - d. Contract Intake Log (Gallucci)
  - e. Lake Chelan Airport Financial Report (Evans)

#### March 3, 2026 City Council Workshop

- 1.

March 10, 2026 City Council Meeting

1. Minutes
2. Consent Agenda
  - a.
3. Special Presentations
  - a.
4. Public Hearings
  - a.
5. Motion Considerations
  - a.
6. Administrative Reports
  - a.
7. Informational Items
  - a. Tentative Advanced Agenda (McAloon)
  - b. Council Committee Reports (Various Councilmembers)
  - c. Lake Chelan Chamber of Commerce Financial Report (Evans)
  - d. Contract Intake Log (Gallucci)

March 24, 2026 City Council Meeting

1. Minutes
2. Consent Agenda
  - a.
3. Special Presentations
  - a.
4. Public Hearings
  - a.
5. Motion Considerations
  - a.
6. Administrative Reports
  - a.
7. Informational Items
  - a. Tentative Advanced Agenda (McAloon)
  - b. Council Committee Reports (Various Councilmembers)
  - c. Lake Chelan Chamber of Commerce Financial Report (Evans)
  - d. Contract Intake Log (Gallucci)

Upcoming Topics:

1. Affordable Housing GFC/Connection Fees Discount Policy (Coltman)
2. Chelan Fire & Rescue Centennial Day April 18, 2026 (Mayor) - Approved October 2025
3. Resolution No. 2026-14XX Council Rules of Procedure (Gallucci) (L1-1) - March 2026

## Liaison Committee Report

**Name of Meeting: \***

Planning Commisson meeting

**Date of Meeting: \***

2025-12-17

**Key Meeting Notes: \***

Meeting notes should consist of key agenda items that had significant discussion. Each item can be briefly summarized in 2 - 4 sentences.

Minutes of November meeting / Approved

2026 Comprehensive Plan Docket / Approved

Meeting / Adjourned

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

Max upload is 25MB per file

image.jpg

2.99MB

**Submitted By**

**Signature \***

*Brad Chitty*

**Signature Date \***

2025-12-19



December 17,  
2025  
6:00 p.m.

**CITY OF CHELAN  
PLANNING COMMISSION  
AGENDA**

Chelan City Hall  
Council Chambers

1. CALL TO ORDER
2. AGENDA CHANGES
3. MINUTES
  - A. Approve November 19, 2025 Minutes of the Planning Commission Meeting (Community Development Director Ajax) 3 - 4  
November 19, 2025 Minutes
4. SPECIAL PRESENTATIONS
  - A. None
5. PUBLIC HEARINGS
  - A. None
6. MOTION CONSIDERATIONS
  - A. 2026 Comprehensive Plan Docket - Public Proposal (Community Development Director Ajax) 5 - 126  
Agenda Bill No. PC2025-011A  
*Suggested Motion: I move to forward a recommendation of the 2026 Comprehensive Plan Docket - Public Proposal, as presented by staff, to the City Council.*
7. ADMINISTRATIVE REPORTS
  - A. None
8. INFORMATIONAL ITEMS (DISCUSSION ONLY)
  - A. None
9. CITIZEN COMMENTS
10. PLANNING COMMISSIONER COMMENTS
11. ADJOURNMENT
12. OUR VISION, GUIDING PRINCIPLES AND OUTCOMES

**Our Vision**

Chelan is a rural lakeside community surrounded by pristine natural beauty where generations of visitors and residents enjoy an exceptional quality of life.

**Our Guiding Principles & Outcomes**

Visionary & Strategic - A City that is forward-thinking, collaborative and fiscally responsible.

Thriving & Connected - A vibrant, well-planned City where residents have a sense of home.

Healthy & Sustainable - A flourishing City that supports an active community.



| Contract No. | Company Name                       | Document Name                   | Project            | Dollar Value | Date Signed | Department     | Point of Contact |
|--------------|------------------------------------|---------------------------------|--------------------|--------------|-------------|----------------|------------------|
| CON-26-320   | MG Consulting Services, dba MuniRM | Professional Services Agreement | Records Management | \$12,000.00  | 01/02/26    | Administration | Peri Gallucci    |

Lake Chelan Chamber of Commerce  
Budget v. Actual Report

| BARS                     | Description                    | 2025 Budget      | December-25        | December-25        | December-25        | YTD Totals          | Balance           |
|--------------------------|--------------------------------|------------------|--------------------|--------------------|--------------------|---------------------|-------------------|
|                          |                                |                  | 1st council        | Period 13-Run1     | Period 13 - Run 2  |                     |                   |
| 103-000-000-557-35-41-10 | Wages                          | \$242,000        | \$7,916.67         | \$8,381.73         | \$16,550.21        | \$206,720.20        | \$35,279.80       |
| 103-000-000-557-35-41-20 | Benefits                       | \$22,000         | \$799.29           | \$95.08            | \$897.14           | \$4,460.77          | \$17,539.23       |
| 103-000-000-557-35-41-30 | Supplies & Materials           | \$6,500          | \$67.05            | \$289.33           | \$463.78           | \$6,019.19          | \$480.81          |
| 103-000-000-557-35-41-40 | Advertisement (Marketing)      | \$398,000        | \$25,477.49        | \$4,711.84         | \$60,583.14        | \$374,682.43        | \$23,317.57       |
| 103-000-000-557-35-41-41 | Visitor Center (Building Rent) | \$30,500         | \$0.00             | \$2,038.00         | \$2,038.00         | \$23,147.54         | \$7,352.46        |
| 103-000-000-557-35-41-42 | Legal and Professional Fees    | \$29,000         | \$3,020.00         | \$795.00           | \$1,966.75         | \$28,245.40         | \$754.60          |
| 103-000-000-557-35-41-43 | Permits                        | \$1,000          | \$250.00           | \$241.90           | \$0.00             | \$744.85            | \$255.15          |
| 103-000-000-557-35-41-45 | Insurance                      | \$12,000         | \$0.00             | \$0.00             | \$0.00             | \$12,154.65         | -\$154.65         |
| 103-000-000-557-35-41-44 | Utilities                      | \$9,000          | \$0.00             | \$703.52           | \$754.08           | \$8,134.43          | \$865.57          |
|                          |                                | <b>\$750,000</b> | <b>\$37,530.50</b> | <b>\$17,256.40</b> | <b>\$83,253.10</b> | <b>\$747,562.56</b> | <b>\$2,437.44</b> |