



WENATCHEE CITY COUNCIL

Thursday, March 9, 2017

Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

AGENDA

4:00 p.m. Executive Session

Executive session to discuss with legal counsel representing the agency matters of litigation or potential litigation to which the agency 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 city. RCW 42.30.110(1)(i).

Executive session to consider the acquisition of real estate by purchase when public knowledge regarding such consideration would cause a likelihood of increased price. RCW 42.30.110(1)(c).

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call.

2. Consent Items:

- Motion to approve agenda, vouchers, and minutes from previous meetings.

Vouchers:

Claim checks #180857 through #180861 in the amount of \$28,047.07 for February 21, 2017
Claim checks #180770 through #180856 in the amount of \$254,087.16 for February 16, 2017
Claim checks #180862 through #180912 in the amount of \$295,600.19 for February 23, 2017
Wire #1409 in the amount of \$3,564.75 for February 28, 2017
Payroll distribution (retirees) in the amount of \$12,601.70 for February 28, 2017
Benefits/deduction checks in the amount of \$704,039.83 for February 28, 2017
Claim checks #180913 through #180917 in the amount of \$1,933.72 for February 28, 2017
Claim check #180936 in the amount of \$41,650.00 for February 28, 2017
Claim checks #180937 through #181005 in the amount of \$751,238.65 for March 2, 2017
Payroll distribution in the amount of \$377,156.35 for March 3, 2017

3. Citizen Requests/Comments.

The “Citizen Comments” period is to provide the opportunity for members of the public to address the Council on items either not on the agenda or not listed as a public hearing. The Mayor will ask if there are any citizens wishing to address the Council. When recognized, please step up to the microphone, give your name and mailing address, and state the matter of your interest. If your interest is an agenda item, the Mayor may suggest that your comments wait until that time. Citizen comments will be limited to three minutes.

4. Presentations.

- Apple Blossom Royalty Proclamation
- American Red Cross Month Proclamation

5. Action Items.

- A. AWC Center for Quality Communities Scholarship Application
Presented by Allison Williams, Executive Services Director

Motion for City Council to recommend Rylie Sweem for consideration of the 2017 AWC Center for Quality Communities scholarship.

- B. Annexation for Municipal Purposed – Saddle Rock Gateway
Presented by Matt Parsons, Associate Planner

Resolution No. 2017-16, fixing time for hearing on an annexation for municipal purposes per RCW 35.A.14.300.

- C. Interlocal Agreement for Project No. 1512 Lewis and Clark Elementary Sidewalks Improvements
Presented by Gary Owen, City Engineer

Motion for City Council to authorize the Mayor to approve the Interlocal Agreement between the City of Wenatchee and Wenatchee School District No. 246, providing for the reimbursement of costs incurred with the design and construction of additional improvements associated with project no. 1521.

- D. Pybus Agreements
Presented by Steve King, Community & Economic Development Director

Motion for City Council to authorize the Mayor to sign and execute all necessary transaction documents associated with the Pybus Public Market.

- E. Annexation 10 Percent Petition – Morley
Presented by Steve King, Director and Matt Parsons, Associate Planner

The ten percent (10%) annexation public meeting is required for City Council to determine three items:

1. Whether the city will accept, reject, or geographically modify the proposed annexation;
2. Whether it will require the simultaneous adoption of a proposed zoning regulation;
3. Whether it will require the assumption of all or any portion of existing city indebtedness by the area to be annexed.

- F. Amendment No. 7 to Service Agreement with Chelan County Public Utility District
Presented by Police Captain Edgar Reinfeld

Motion for City Council to approve Amendment No. 7 to Service Agreement SA No. 10-182 between the City of Wenatchee Police Department and the Chelan County Public Utility District No. 1.

- G. Mayoral Approval of Employee Severance Agreements Not Exceeding Specified Value
Presented by Kari Page, Human Resources Director

Resolution No. 2017-15, authorizing the Mayor to approve employee severance agreements not exceeding a specified value.

6. Reports.

- a. Mayor's Report
- b. Reports/New Business of Council Committees

7. Announcements.

8. Adjournment.



DRAFT

WENATCHEE CITY COUNCIL MEETING
Thursday, February 23, 2017
Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801
MINUTES

In attendance:

Mayor Frank Kuntz
Councilmember Jim Bailey
Councilmember Ruth Esparza
Councilmember Lyle Markhart
Councilmember Keith Huffaker
Councilmember Mark Kulaas
Councilmember Linda Herald
Councilmember Mike Poirier

Staff in attendance:

Executive Services Director Allison Williams
City Attorney Steve Smith
City Clerk Tammy Stanger
IS Support Tim McCord
Parks, Recreation & Cultural Services Director David Erickson
Public Works Director Matt Leonard
Community & Economic Development Director Steve King
Police Chief Steve Crown
Finance Director Brad Posenjak

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call.

Mayor Frank J. Kuntz called the regular meeting to order at 5:15 p.m. Councilmember Jim Bailey led the Pledge of Allegiance. All Councilmembers were present.

2. Consent Items:

- Motion to approve agenda, vouchers, and minutes from previous meetings.

Motion to approve the consent items by Councilmember Mark Kulaas. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).

3. Citizen Requests/Comments.

Bryan Campbell, 1837 Jefferson Street, Wenatchee, on behalf of the Misawa Sister City Associated, said they are seeking more participants for the August 18-27 Misawa cultural exchange (7th – 12th grade students and adults, cost is \$2,500).

4. Presentations.

- World Spay Day Proclamation – The proclamation was read by Councilmember Mark Kulaas. The Mayor presented the proclamation to National Humane Society member and animal activist Peri Galluci.
- St. Patrick’s Day Parade Request – Dave Herald and Tom Irvin were both present in their Irish attire to ask once again for permission to hold the annual St. Patrick’s Day Parade on St. Patrick’s Day, March 17, to begin at 7:00ish.

5. Action Items.

A. City of Wenatchee Continuity of Government and Operations Plan (COG/COOP)

Chelan County Emergency Management Representative Stan Smoke presented plan.

Council asked questions.

Motion by Councilmember Linda Herald for City Council approval of the City of Wenatchee Continuity of Government and Operations Plan (COG/COOP) as a supporting planning and preparedness document to complement the existing 2014 Chelan County Comprehensive Emergency Management Plan (CEMP). Councilmember Mike Poirier seconded the motion. Motion carried (7-0).

B. Kiwanis Methow Park Project Agreement

Parks, Recreation & Cultural Services Director David Erickson presented the staff report.

Council asked questions.

Motion by Councilmember Ruth Esparza for City Council to approve the revised Kiwanis Methow Park Project Agreement with the Trust for Public Land and authorize the Mayor to sign the agreement. Motion seconded by Councilmember Lyle Markhart. Motion carried (7-0).

C. Lease Between City of Wenatchee and North Central Washington Behavioral Health for Parkside Place

Executive Services Director Allison Williams presented the staff reports for Items, C, D, and E. Steve Clem, attorney for Douglas County, was also present.

Councilmember Mark Kulaas disclosed that he was an employee of Douglas County; however, he has had no involvement whatsoever in this issue as part of his employment, and does not feel it would impair his ability to participate in the discussion or vote on the matter. There was no objection raised.

Council asked questions of Ms. Williams and Douglas County Attorney Steve Clem.

Motion by Councilmember Mike Poirier for City Council to authorize the Mayor's signature on the lease between the City of Wenatchee and North Central Washington Behavioral Health for Parkside Place. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

D. Termination and Release of Lease for Parkside Place

Motion by Councilmember Jim Bailey for City Council to authorize the Mayor's signature on the Termination and Release of Lease with the Chelan-Douglas Regional Support Network/Douglas County for Parkside Place. Motion seconded by Councilmember Lyle Markhart. Motion carried (7-0).

E. Lease Amendment No. 3 with the Women's Resource Center for Parkside Place

Motion by Councilmember Keith Huffaker for City Council to authorize the Mayor's signature on Lease Amendment No. 3 with the Women's Resource Center of North Central Washington for Parkside Place. Motion seconded by Councilmember Jim Bailey. Motion carried (7-0).

6. Reports.

- a. Mayor's Report – The Mayor reported on the following:
- The Finance Committee reviewed the end of the year budget reports and the directors have done a great job of keeping within their budgets for the year.
 - Next Tuesday a joint meeting with the Wenatchee City Council, East Wenatchee City Council, Wenatchee Planning Commission and East Wenatchee Planning Commission will be held at 5:30 p.m. at East Wenatchee City Hall. (A concern was raised by Councilmember Kulaas that the agenda be refined to keep the structure and intent of the meeting on task).
 - The Mayor has been keeping a close eye on activities in Olympia.
 - The Public Works Committee met this week.
 - At this week's Transportation Council meeting the board authorized the director to send a letter to the Douglas County Commissioners and Chelan County Commissioners to consider a regional five cent gas tax for road improvements.

b. Reports/New Business of Council Committees

- Councilmember Linda Herald reported that she attended the AWC City Days in Olympia last week and listed the priorities for cities and the need to keep the pressure on our legislators.

7. Announcements.

- Executive Services Director Allison Williams announced that a CPAW public meeting is scheduled for March 7 at 4:30 p.m. at City Hall.
- A neighborhood public meeting has been scheduled for March 2nd at 5:30 p.m. at City Hall for the proposed 2nd Street Canal Crossing.

8. Adjournment. With no further business the meeting adjourned at 6:11 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk

MEMORANDUM

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director; Tammy Stanger, City Clerk

SUBJECT: AWC Center for Quality Communities Scholarship Recommendation

DATE: **March 6, 2017**

The Association of Washington Cities Center for Quality Communities has again solicited for nominees for their 2017 Quality Communities Scholarship program. The City has provided nominations the last three years, and after attending the award ceremonies which are a part of the AWC Annual Conference in June, it is clear that they are focusing on students who have been involved with their city governments. Each year, we have the application opportunity advertised through the Wenatchee High School Counseling office to ensure we give a fair opportunity throughout the community. We received two applications and based on past experience staff is forwarding the only application that had city involvement and we are pleased to recommend Rylie Sweem. Her letter of recommendation from David Erickson, Parks, Recreation and Cultural Services Director, and her application follow.

Nominations are due to AWC on March 10, 2017. A letter of recommendation signed by the Mayor would accompany.

Council action requested: A Motion to recommend Rylie Sweem for the 2017 AWC Center for Quality Communities.



Wenatchee Parks, Recreation and Cultural Services

PO Box 519, Wenatchee, Washington 98807 • www.wenatcheewa.gov • (509) 888-3284

January 17, 2017

To Whom It May Concern:

It is with my pleasure and enthusiasm that I provide my personal recommendation for Rylie Sweem in support of her endeavors to obtain scholarship funding for her higher education expenses.

Rylie was appointed by the Mayor of Wenatchee in 2015 as the only student member of the City Arts, Recreation and Parks Commission and has served as a valued and trusted member of the Commission ever since. The Commission is a nine-member citizen volunteer commission that serves in an advisory capacity to the Wenatchee City Council. Its primary functions are to:

- Review and make recommendations concerning recreation program offerings of the City.
- Oversee the City's art collection and comprehensive arts program.
- Provide recommendations regarding the acquisition, development and maintenance of park areas.
- Serve as the City Forestry Board and oversee the Urban Forestry Program.
- Review and make recommendations regarding the implementation of the City Parks, Recreation and Open Space Plan.
- Provide advice and make recommendations concerning the Wenatchee Community Center.
- Review art, recreation and park related proposals.
- Complete regular reviews of fees and charges for services

Rylie is currently serving her second term having been reappointed earlier this year. Along with providing valuable insight and participating at meetings, Rylie was unanimously elected Chair of the Commission and in that capacity is responsible for leading the meetings and work of the Commission. She has also served as Commission Secretary. Rylie is detail oriented, conscientious and consistently pleasant. She tackles all assignments with humor, dedication and professionalism and is a reliable member of the City team.

I highly recommend Rylie to receive this scholarship to further her educational pursuits. It will be an investment that is well spent.

Please do not hesitate to contact me if I may be of further assistance. I can usually be reached at (509) 888-3280 or daerickson@wenatcheewa.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Erickson', written in a cursive style.

David Erickson
Parks, Recreation and Cultural Services Director
City of Wenatchee



AWC Center for Quality Communities Scholarship Fund Application form 2017

Please **type** or **print**. Illegible or incomplete applications will be returned.

1.	First name: <u>Rylie</u> Last name: <u>Sweem</u>	
2.	Mailing address Street/P.O. Box: <u>1584 Carson Lane</u> City: <u>Wenatchee</u> State: <u>WA</u> Zip: <u>98801</u>	
3.	Best phone number to reach you: (<u>509</u>) <u>669-0299</u> Email: <u>sweemrylie@gmail.com</u>	
4.	Current high school: <u>Wenatchee High School</u> If home schooled, please check box <input type="checkbox"/> If GED, please indicate date received: _____	Number of years attended: <u>4</u>
5.	Have you been accepted into an accredited post-secondary program or college for the fall of 2017 as of this submission? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, please provide institution name(s): <u>Western Washington University, Montana State University</u> If not, please indicate the name of the institution(s) you plan to attend: _____ _____ _____	
Proof of student enrollment from the school is required prior to the release of funds.		
6.	Career goal (please be specific) <u>To major in Mechanical Engineering and minor in Fine Art.</u>	
7.	Name and address of parent(s) or legal guardian(s) Name(s): <u>Jason & Lisa Sweem</u> Street: <u>1584 Carson Lane</u> City: <u>Wenatchee</u> State: <u>WA</u> Zip: <u>98801</u> <u>(509) 393-0909</u> Primary phone of parents or legal guardians: _____	

8.

Please describe your financial need. Include any financial aid you will receive and/or any circumstances that would help the committee understand your financial situation.

My parents are in the midst of a divorce and money is extremely tight. These changes are not reflected on my FAFSA, so the likelihood of getting federal assistance to pay for my tuition is slim. I would greatly appreciate being selected for this scholarship. The money would not be wasted.

9.

List your city, community and civic involvement activities. (No additional materials will be accepted)

Wenatchee Arts, Recreation and Parks Commissioner, Mobius Children's Museum Volunteer, Key Club Volunteer

10.

List your school involvement and academic honors and awards. (No additional materials will be accepted)

Chair of the Wenatchee Arts, Recreation and Parks Commission, Secretary of the Wenatchee Arts, Recreation and Parks Commission, The Apple Leaf Arts & Entertainment Editor, Freshman Ignite Orientation Leader, Spanish Club Co-President, Key Club Member, Honor Society Member, Congressional Art Competition 3rd Place, Wenatchee Regional Art Show 2nd Place in Printmaking, Youth United Varsity Letter, WHS Outstanding Achievement in Art, WHS Outstanding Achievement in Italian, Quill & Scroll Recognition

11.

Personal essay

On a separate piece of paper please write a concise response to the following question. Please submit your answer in Arial or Times New Roman 12 point font, double-space, and limit the length to two pages.

A sign of a good leader is being able to guide yourself and others through both good and challenging times, demonstrating high standards of responsibility, and showing commitment to community. Tell a story about a significant community responsibility you assumed or were given. How did this experience help you grow as a leader? How did the project impact others? What did you gain?

12.

Applicant checklist (send completed application packet to city for consideration):

- Completed application including essay
- Letter of recommendation - *From a non-relative*
This is separate from the recommendation letter from the city
- Completed and signed release form

Note:

Must be in good academic standing

Must plan to graduate spring/summer 2017

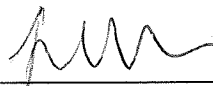
13.

STATEMENT OF ACCURACY

I hereby affirm that all the above stated information provided by me is true and correct to the best of my knowledge. I also consent that my picture may be taken and used for any purpose deemed necessary to promote the Center's scholarship program.

I hereby understand that if chosen as a scholarship winner, I must provide evidence of enrollment/registration at an accredited post-secondary institution of my choice before scholarship funds can be awarded.

Signature of scholarship applicant: _____



Date: _____

2/25/17

Submit scholarship application to city for consideration.



AWC CENTER for Quality Communities


Release and consent for use of name and image/photo

The purpose of this form is to request permission to use your photo/image and name in our scholarship program materials, website, and/or social media as part of the AWC Center for Quality Communities.

I grant permission for me/my child's photo/image and name to be used in connection with the AWC Center for Quality Communities' scholarship program materials, website, and/or social media, including any and all uses of video and any portraits, still pictures, or other photographic reproductions and sound recordings in which I/my child may be portrayed.

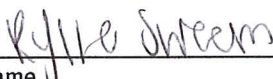
Nothing herein shall constitute any obligation on the part of the AWC Center for Quality Communities to make any use of any of the materials or rights granted.

I hereby grant permission and execute this release as of the date and year below.



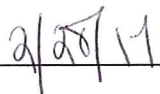
Signature

**Signature of parent or guardian
(required for minors under 18 years of age)**



Printed name

Relationship to minor



Date

If you or a parent or guardian wish to rescind this agreement and remove your child's information or photo, you may do so at any time in writing by sending a letter to the AWC Center for Quality Communities and such rescission will take effect upon receipt by the Communications department.

If you have questions, contact Karen Tanner at karent@awcnet.org or 1-800-562-8981.

Rylie Sweem
Wenatchee High School

Imagine yourself as a teenager, leading an important board that consists of a group of professional adults. You're slightly unqualified, new to the information, and have never assumed such a large leadership role. Nerve-racking, isn't it?

In the beginning of my junior year of high school, my art teacher, Don Collins, suggested that I join the Wenatchee Arts and Culture Commission. As someone who knew absolutely nothing about government, I, for some reason, jumped at the chance to become a commissioner--and I have absolutely no regrets.

During my first few meetings I had no idea what was happening. I didn't even know what a motion was, or how to make one. After a few months, I caught on, and became ecstatic to go to every gathering. We talked paintings, sculptures, and everything creative and cultural in Wenatchee. After realizing that our agendas were often tied to the Recreation and Parks Commission's agendas, we decided to fuse our teams together. Soon I stepped up to become Secretary of the Arts, Recreation and Parks Commission, and eventually the Chair in January 2017. I now lead meetings, entertain motions, and make sure that the meetings run smoothly.

As a group, we have worked to enrich the lives of the people of Wenatchee, whether it's by adding a mural to a forgotten wall, or updating an unloved park. We

recently recommended a project to City Council consisting of a large mural behind the city's museum that focuses on one of our local prized possessions: salmon. It's little things like this that continue to make the town unique and emphasize our cultural identity, as well as make people proud to say they live in Wenatchee.

Through this experience, I have learned a colossal amount about municipal government and communities, to where I can now confidently add my input into the conversation and even make motions. And I have been extremely lucky to meet some amazing artists and community members along the way. I have learned how to collaborate well with others to make big decisions, how to take successful and accurate notes for meetings, how to volunteer to help my community, and, most importantly, I have learned how important a sense of belonging is in a place people call "home." But most importantly, I have learned to find my voice in an intimidating situation. I have become an incredibly strong leader, and I know these skills will come into play in the future, from presenting a project in class or holding a position on City Council.

To: Mayor Kuntz and City Council

From: Matthew Parsons, Associate Planner
Dave Erickson, Parks Recreation and Cultural Services Director

Subject: Annexation for Municipal Purposes – Saddlerock Gateway

Date: March 6, 2017

Meeting Date: March 9, 2017

I. Overview

The purpose of this agenda item is for the City Council to consider setting a time for hearing on a proposed annexation for municipal purposes.

The City of Wenatchee Parks, Recreation and Cultural Services Department is requesting an annexation of the Saddle Rock Gateway and Outdoor Education Area property by means of the provisions of RCW 35A.14.300 - Annexation for Municipal Purposes. The parcel, Chelan County Assessor's Parcel #222016430050 is an undeveloped open space 4.68 acres in size. When developed, the property would contain parking, shade structures, restrooms, interpretive signs and other trailhead amenities. The land use designation, as identified in the Comprehensive Plan, is Residential Single Family (RS).



The annexation of this pocket of City owned property would allow the City to continue to provide urban governmental services for park service under the jurisdiction of the City of Wenatchee.

Annexations for municipal purposes may occur when legislative bodies of code cities by a majority vote annex territory outside the limits of such city, whether contiguous or non-contiguous for any municipal purpose when such territory is owned by the city.

II. ACTION REQUESTED

Staff is requesting the City Council approve Resolution No. 2017-16, to establish a date of March 23, 2017 for a public hearing to consider final action on the subject of annexation for municipal purposes per RCW 35A.14.300.

I. BUDGET IMPACTS

No new impacts to the city budget are anticipated as a result of the proposed action.

II. ATTACHMENT(S)

1. Resolution 2017-16

III. MOTION

I move to approve Resolution No. 2017-16, fixing the time for hearing on an annexation for municipal purposes per RCW 35A.14.300.

IV. ADMINISTRATIVE ROUTING

Tammy Stanger
Kim Schooley

RESOLUTION NO. 2017-16

A RESOLUTION, fixing time for hearing on an annexation for municipal purposes per RCW 35A.14.300.

WHEREAS, the City Council of the City of Wenatchee, will consider an annexation for municipal purposes of the following described real property in Chelan County,

Washington, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth.

and

WHEREAS, it appears that said property is contiguous to the City of Wenatchee and has not heretofore been incorporated as a city or town; and

WHEREAS, it appears that the City of Wenatchee owns the property that is under consideration for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE as follows:

SECTION I

That Thursday, the 23rd day of March, 2017, at the hour of 5:15 o'clock p.m. of said day, or as soon thereafter as the matter may be heard, has been fixed as the date for a public hearing upon said proposed annexation at the City Council Chambers at City Hall in Wenatchee, at which time and place all interested persons may appear and voice their approval or disapproval of said proposal for annexation.

SECTION II

That the City Clerk of the City of Wenatchee give notice of the time and place of hearing of said proposed annexation by posting a copy of said notice in three (3) public places within the territory proposed for annexation and by publishing one copy thereof in one issue of *The Wenatchee World*, a newspaper of general circulation in the City of Wenatchee.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular meeting thereof, this 9th day of March, 2017.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

EXHIBIT A

City of Wenatchee, Washington

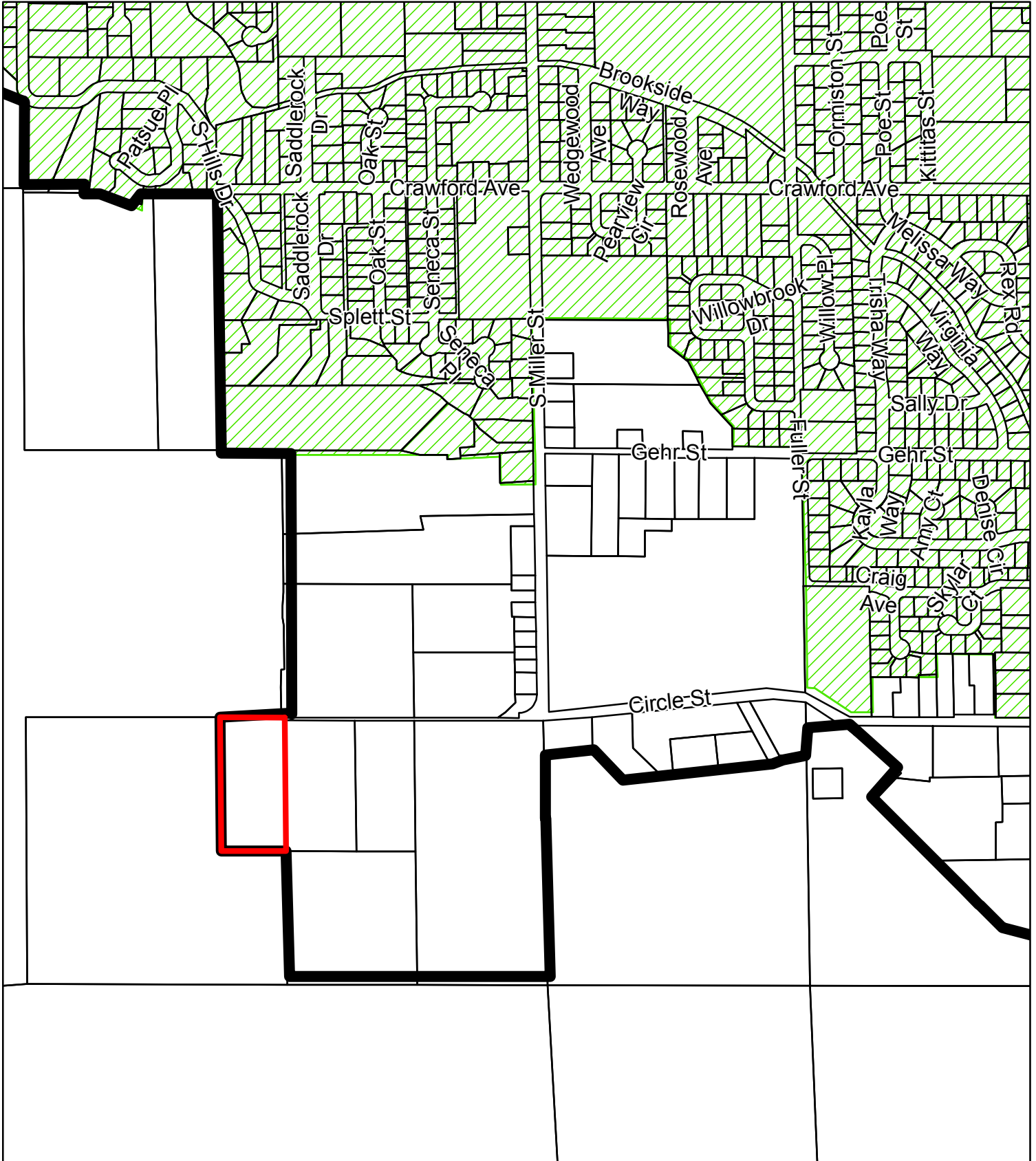
SADDLEROCK MUNICIPAL ANNEXATION BOUNDARY DESCRIPTION

March 3, 2017

A Parcel of land for annexation to the City of Wenatchee described as follows;

The East half of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 16, Township 22 North, Range 20, E. W.M., Chelan County, Washington.

Saddlerock Municipal Annexation



Legend

Saddlerock Municipal Annexation
 Parcels
 City Limits

UGA
 0
500
1,000 Feet

 N
 City of Wenatchee

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: *GPO* Gary Owen, City Engineer

SUBJECT: Project No. 1521, Lewis and Clark Elementary Sidewalks: Interlocal Agreement with the Wenatchee School District for additional design and construction services

DATE: March 6, 2017

MEETING DATE: March 9, 2017

I. OVERVIEW

This project received Safe Routes to School (SRTS) funding in March of last year and consists of acquiring right of way along the easterly side of Princeton Street across the street from Lewis and Clark Elementary for the construction of sidewalks where they currently do not exist. The project will also provide for a formal marked mid-block crosswalk in front of the main entrance to the school.

After coordinating with the School District on a number of technical issues relating to the design, the district felt it was in their interest to expand the scope of the project to improve the school bus pickup/dropoff area. The district hired a local engineering firm to prepare some options and cost estimates for performing their desired work and requested to staff that the city include these improvements in the city's capital project. Staff reminded district staff that the work could be performed by their consulting engineer and included in the city's construction project but district staff suggested that district administration prefer the city perform the work under an Interlocal agreement. Staff has negotiated this agreement and it was approved by the district board last week. The agreement is now ready to be executed by the city.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to approve the Interlocal Agreement between the City of Wenatchee and Wenatchee School District No. 246, providing for the reimbursement of costs incurred with the design and construction of additional improvements associated with project no. 1521.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

Staff will prepare a capital improvement project budget amendment and present to the finance committee to include the additional funding and expenditures associated with the additional WSD improvements as well as including some complete streets funding for fully illuminating Princeton Street within the project limits.

IV. PROPOSED PROJECT SCHEDULE

The project is currently scheduled for construction this season. Right of way acquisition is currently underway and the overall design/construction is at nearly 50%.

V. REFERENCE(S)

1. Interlocal Agreement Between City of Wenatchee and Wenatchee School District No. 246

~~2. 2016~~

VI. ADMINISTRATIVE ROUTING

Jennifer Saugen, Assistant City Engineer
Matt Leonard, Public Works Director
Tammy Stanger, City Clerk
Brad Posenjak, Finance Director

INTERLOCAL AGREEMENT BETWEEN CITY OF WENATCHEE AND WENATCHEE SCHOOL DISTRICT NO. 246

THIS INTERLOCAL AGREEMENT ("Agreement") is hereby entered into by and between City of Wenatchee, Washington (the "City"), and Wenatchee School District No. 246 of Wenatchee, Washington (the "WSD"), sometimes collectively referred to as the "Parties". This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

WHEREAS, the City is engaged in Lewis and Clark Elementary Sidewalk Improvements, involving improvements to Princeton Avenue in Wenatchee, Chelan County, Washington (the "Project"); and,

WHEREAS, the City staff and the WSD staff will work cooperatively through the design phase of the Project for the mutual benefit of the Parties; and

WHEREAS, as a result of the cooperative planning between the Parties, the City will develop plans and specifications for roadway and sidewalk improvement work (the "WSD Work") for inclusion in the Contract Bid Documents. WSD Work will be specifically referred to as Group 3 Work in the Contract Bid Documents. The Project is scheduled to be advertised for bid around July 27, 2017; and

WHEREAS, as set forth in this Agreement, the City and the WSD desire to continue their cooperative efforts through bidding, construction of the WSD Work and the Project by the City Contractor ("Contractor"), and for such work as may be performed by the Parties' respective forces in addition to each Party's work under the awarded Project Contract ("Contract"); and

WHEREAS, the Project is funded with a combination of federal, state, and local funding, the Washington State Department of Transportation ("WSDOT"), Federal Highway Administration ("FHWA") and other federal and state agencies have oversight responsibility and authority and the parties will be required to cooperate with oversight.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and the foregoing representations, which are incorporated by this reference into the Agreement, the City and the WSD agree as follows:

- 1. Purpose.** The purpose of this Agreement is to coordinate WSD Work concurrent with Project construction improvements, by inclusion of the WSD Work as Group 3 Work in the Contract Bid Documents, and to set forth duties and responsibilities of each Party for the WSD Work done in conjunction with the Project.
- 2. Scope of Work.** WSD Work for the Project is set forth in Exhibit A. WSD Work includes the installation of approximately 200 feet of new sidewalk and installation of

approximately 450 feet of sidewalk and drop-off lane by the Contractor. Also included is removal of two islands in the current parking area.

3. City Obligations. The City shall:

- 3.1. Provide plans, specifications, and an engineering estimate of costs for the WSD Work.
- 3.2. Administer the bidding and contract award, consistent with bid laws applicable to the Project, including:
 - a.) Preparing the Contract Bid Documents to include the WSD Work as provided in Exhibit A;
 - b.) Advertising for Project bids and administering the Project bidding process, answering and documenting responses to prospective bidders questions relating to WSD Work prior to bid award and provide the WSD with copies of the documentation;
 - c.) Requiring the Contractor to name the WSD as an additional insured under its insurance obligations in the Contract;
 - d.) Allow for WSD inspection of bid proposals after bid opening; and
 - e.) Awarding of the Contract.
- 3.3. Administer the Contract subject to the provisions of this Agreement for WSD Work, including:
 - a.) Contract administration for the complete Contract, including WSD Work;
 - b.) Communication and coordination with the Contractor to schedule all Work, including WSD Work, and to be the lead agency for inspection and for coordinating resolution of questions and issues arising during the performance of the Contract;
 - c.) Disbursement of payments to the Project Contractor relating to WSD Work, subject to the WSD's written approval in advance;
 - d.) Administration of change orders relating to WSD Work subject to the WSD's written approval in advance; and
 - e.) Allowing for WSD inspection of the WSD Work performed by the Contractor.
- 3.4. Provide construction engineering, including survey control (except as set forth in paragraph 4.1 below).
- 3.4 Determine Final Project completion. Final completion shall not be determined until the WSD has provided written acceptance to the City of WSD Work performed by the Contractor under the terms of the Contract.
- 3.5 Determine final acceptance of the Project.

3.6 Assign to the WSD any claims or defenses it has related to the WSD Work and the WSD's obligations set forth in Sections 4.7 below.

4. WSD Obligations. The WSD shall:

- 4.1. Provide review and written approval to the City for any change orders for WSD Work before implementation.
- 4.2. Reimburse the City for actual City administration and Preliminary Engineering (Design) costs for WSD Work and Construction Engineering (Inspection), as shown in Exhibit B.
- 4.3. Reimburse the City for Costs of WSD Work.
- 4.4. Provide the City with written acceptance of WSD Work, performed by the Contractor, at and as a prerequisite to Final Project completion.
- 4.5. Cooperate with oversight, audits and public record requests related to the Project.
- 4.6. Pursue and prosecute at its sole cost and discretion any actions against the Contractor for breach of contract related to WSD Work.
- 4.7. Grant City a temporary construction permit allowing its' contractor to work on WSD property to construct the work. Unless modified by separate agreement, this ILA shall suffice as such temporary construction permit.
- 4.8. Grant City a permanent easement to allow the public to use the sidewalk along the west edge for the subject WSD property to the mutual agreement of both parties. Said permanent easement shall be recorded with the Chelan County Auditor.

5. Filing and Effective Date. This Agreement shall become effective upon the date of filing of the executed Agreement with the Chelan County Auditor or upon posting to the City's web site. The City shall file this Agreement with the Chelan County Auditor or post it to its' web site promptly after the Agreement is executed.

6. Duration and Termination. Subject to the provisions of section 6.1 below, this Agreement shall terminate upon the following: (1) the City receives final payment from WSD for all work performed by the City on behalf of the WSD as set forth in this Agreement, and (2) upon the final completion of the Project; provided, however, this Agreement may be terminated prior to the award of the Contract by written mutual agreement signed by authorized personnel of each party, by City rejection of all bids, or by the WSD directing the City in writing to reject all bids for the Group 3 WSD Work. Additionally, WSDOT and FHWA must approve incorporation of the WSD Work into the Project. This Agreement terminates if WSDOT and FHWA do not

approve incorporation of the WSD Work into the project. The City shall promptly notify the WSD in writing in the event that this Agreement is terminated due to WSDOT and FHWA failure to timely grant the required approval.

6.1 The WSD's obligations for the following matters shall survive the termination of this Agreement:

a. The WSD's obligation to cooperate with audits of the Project as set forth in section 4.5 above; and

b. The WSD's obligation to pursue and prosecute at its sole cost and discretion any actions against the Contractor for breach of contract related to WSD Work as set forth in Section 4.6 above.

7. Property and Equipment. It is not anticipated by the Parties that property or equipment will be purchased in furtherance of this Agreement. That notwithstanding, upon termination of this Agreement, all property and equipment purchased by the City in furtherance of this Agreement shall remain property of the City and all property and equipment purchased by the WSD in furtherance of this Agreement shall remain property of the WSD. All property and equipment shall be returned to the owner within a reasonable time after termination of this Agreement.

8. Costs. Each Party shall be responsible for its respective costs of work under the Contract.

8.1. The Costs of WSD Work shall be the actual cost to complete Group 3 Work, and shall be adjusted for changes to WSD Work, if any, as set forth under Section 1-04.4 of the Standard Specifications 2016, adopted below.

8.2. The WSD shall reimburse the City in the amount of seven percent (7%) of the completed Costs of WSD Work for City administration of construction of WSD Work.

8.3. The Costs of preliminary engineering shall be the actual cost to the City to design WSD's Group 3 work. This amount is estimated as shown in Exhibit B.

9. Payment. Upon receipt of periodic invoices from the City, the WSD shall make corresponding periodic progress payments to the City. Each progress payment and the final payment are due within thirty (30) days from the date the related invoice is mailed by the City to the WSD. The WSD shall timely contact the City regarding any concerns arising from related invoices, and upon such notice to the City, the City shall promptly respond, investigate, and resolve any such concerns so as to avoid delay in payment from the WSD to the City.

10. Records. The Parties shall be responsible for record keeping, record retention, and access to records as follows:

- 9.1. The City shall keep and maintain accurate and complete cost records pertaining to the Project as administered under the Contract and this Agreement ("City Records"). The WSD shall have full access and the right to examine City Records during the term of this Agreement and until expiration of the applicable record retention period.
- 9.2. All records, books, documents and other materials owned, used, retained, maintained, prepared, or issued by the WSD in the implementation of this Agreement ("WSD Records") shall be the property of the WSD, which shall have the responsibility of the retention and release of those materials. The City shall have full access and the right to examine WSD Records during the term of this Agreement and until expiration of the applicable record retention period. Federal and state agencies with funding, oversight, auditing or investigative need or right to examine WSD Records shall likewise have full access and the right to examine WSD Records during the term of this Agreement and until expiration of the applicable record retention period.

11. Mutual Indemnity. To the fullest extent allowed by law:

- 11.1. The WSD 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, omission or failure of the WSD, its officers, agents, and employees, in connection with the WSD Work, or arising out of the WSD's non-observance or non-performance of any law, ordinance, or regulation applicable to the WSD Work.
- 11.2. The indemnification obligation of the WSD shall not be limited in any way by the application of any workmen's compensation acts, disability benefit acts or other employee benefit acts and the WSD expressly waives the protection afforded by such laws. The foregoing waiver and indemnification obligations have been mutually negotiated.
- 11.3. The City shall indemnify, defend and hold harmless the WSD, its officers, agents, employees, contractors, and subcontractors 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, omission or failure of the City, its officers, agents, and employees, in connection with the Project, or arising out of the City's non-observance or non-performance of any law, ordinance, or regulation applicable to the Project.
- 11.4. The indemnification obligation of the City shall not be limited in any way by the application of any workmen's compensation acts, disability benefit acts or other employee benefit acts and the City expressly waives the protection afforded by

such laws. The foregoing waiver and indemnification obligations have been mutually negotiated.

12. Amendment. The City and the WSD may mutually amend this Agreement. Such amendment(s) shall not be binding unless made in writing and signed by personnel authorized to the bind the City and the WSD.

13. Public Records Act. Public records of either party to this agreement which contain confidential information may be subject to state public records act and other public records laws, as now exist or as may be hereafter amended. If inspection and/or copying of public records containing confidential information is requested, the party to this agreement receiving such request agrees to notify the other party's Public Records Officer of the request at least ten (10) business days prior to the records being made available for inspection or copying by the requestor. The other party to this agreement may promptly seek a protective order in the appropriate court. The party to which a public records act request is made will reasonably cooperate with the other party to this agreement in its protective order action, but is under no obligation to obtain or seek any court protection. The Parties Public Records Officers are:

13.1. The City

City Clerk
PO Box 519
129 South Chelan Avenue
Wenatchee, WA 98801
tel. (509)888-6204
fax (509)888-3636
cityclerk@wenatcheewa.gov

13.2. The WSD

Public Records Officer
Wenatchee School District No. 246
235 Sunset Avenue
Wenatchee, WA 98801
tel. 509-663-8161 ext. 33223
akers.l@wenatcheeschools.org

14. Relationship of Parties. The Parties intend that an independent contractor relationship will be created by this Agreement. Neither party, their officers, employees, agents, contractors or subcontractors shall be considered an agent or employee of the other for any purpose and neither party is entitled to any of the benefits that the other provides for its respective employees.

15. Contact Information. The following shall be the contact person for each party:

15.1. The WSD

Brian Fones, Superintendent
Wenatchee School District No. 246
235 Sunset Ave.
PO Box 1767
Wenatchee, WA 98801
tel. 509-663-6181
fax 509-663-3082
flonesb@wenatcheeschools.org

15.2. The City

Charlotte Mitchell, Project Engineer
City of Wenatchee
1350 McKittrick Street
Wenatchee, WA 98801
tel. 509-888-33221
fax 509-888-3201
cmitchell@wenatcheewa.gov

15.3. Each party shall arrange for an alternate contact person in the circumstance that the aforementioned contact person is unavailable.

16. Governing Law; Venue. This Agreement is governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for enforcement of this Agreement shall be instituted only in the Superior Court of Chelan County, State of Washington.

17. Disputes. In the event that a dispute arises under this Agreement and prior to initiation of any legal action, authorized representatives of each party shall meet and negotiate in good faith to attempt to resolve the dispute.

18. Attorney Fees; Costs. If it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this agreement, each party shall be responsible for its own attorneys' fees and costs.

19. Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

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

20. Standard Specifications. The 2016 edition of the Washington State Department of Transportation's *Standard Specifications for Road, Bridge, and Municipal Construction*, as amended on the effective date of this Agreement, ("Standard Specifications: 2016") is adopted by this reference and incorporated in this Agreement, except, the express provisions of this Agreement, the Contract Bid Documents, and the Contract shall govern over any conflicting corresponding provision in the Standard Specifications: 2016.

21. Entire Agreement. The preamble and the Exhibit A and the Exhibit B attached to this Agreement are incorporated into this Agreement. This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations between the Parties with regard to the subject matter of this Agreement other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written between the parties about the subject matter of the Agreement.

Dated this ____ day of _____ 2017.

APPROVED BY

City of Wenatchee

Frank Kuntz, Mayor

ATTEST:

Tammy Stanger, City Clerk

Dated: _____

DATED this _____ day of _____ 2017.

APPROVED BY

WENATCHEE SCHOOL DISTRICT NO. 246

Brian Fones, Superintendent

EXHIBIT A

Project Boundaries

East of the pink line = CITY Work

West of the pink line = WSD Work



EXHIBIT B

Estimated Cost

N. Princeton Ave - Bus Pullout and Sidewalk					
Item Number	Unit	Item	Total Quantity	Unit Cost	Group 3 Prelim. Estimate
PREPARATION					
1	L.S.	MOBILIZATION	1	\$8,000.00	\$8,000.00
2	ACRE	CLEARING AND GRUBBING	0.1	\$10,000.00	\$1,000.00
3	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTION	1	\$12,000.00	\$12,000.00
SURFACING/PAVING					
4	TON	CRUSHED SURFACING TOP COURSE	141	\$50.00	\$7,050.00
5	TON	CRUSHED SURFACING BASE COURSE	50	\$45.00	\$2,250.00
6	TON	HMA CL. 1/2" PG 64-28	130	\$150.00	\$19,500.00
GRADING					
7	C.Y.	ROADWAY EXCAVATION INCL. HAUL	30	\$50.00	\$1,500.00
EROSION CONTROL AND PLANTING					
8	DOL	EROSION/WATER POLLUTION CONTROL	500	\$1.00	\$500.00
9	EA.	INLET PROTECTION	2	\$100.00	\$200.00
10	S.Y.	SOD INSTALLATION	209	\$20.00	\$4,180.00
TRAFFIC					
11	L.F.	CEMENT CONC. TRAFFIC CURB AND GUTTER	600	\$20.00	\$12,000.00
12	L.F.	PAINT LINE	330	\$3.00	\$990.00
13	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	1	\$3,000.00	\$3,000.00
14	L.S.	PERMANENT SIGNING	1	\$800.00	\$800.00
OTHER ITEMS					
15	S.Y.	CEMENT CONC. SIDEWALK	298	\$55.00	\$16,390.00
16	S.Y.	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2	20	\$70.00	\$1,400.00
17	EA.	ADJUST CATCH BASIN	1	\$400.00	\$400.00
18	EA.	ADJUST WATER VALVE	2	\$350.00	\$700.00
19	EA.	ADJUST WATER METER BOX	1	\$400.00	\$400.00
20	L.S.	ROADWAY SURVEYING	1	\$1,350.00	\$1,350.00
21	DOL	UNKNOWN IRRIGATION REPAIR	5000	\$1.00	\$5,000.00

Construction Total	\$98,610.00
Contingencies (10%)	\$9,861.00
Preliminary Engineering (20%)	\$19,722.00
Construction Engineering (7%)	\$6,902.70
Group 3 Total	\$135,095.70

TO: Frank Kuntz, Mayor
City Council

FROM: Steve King, Community and Economic Development Director
Allison Williams, Executive Services Director
Steve Smith, City Attorney

SUBJECT: Pybus Public Market – Transactions

DATE: March 6, 2017

MEETING DATE: March 9, 2017

I. OVERVIEW

The Pybus Public Market has been a resounding success in our community. The Pybus Public Market is an anchor to the Waterfront and Downtown. The success of the market is also critical to the success and sustainability of the Wenatchee Waterfront Local Revitalization District.

This success has been built upon a three way partnership between the Pybus Market Charitable Foundation, the City of Wenatchee, and Port of Chelan County. To help perpetuate the success of the Market, the city desires to further invest in the market with LRF funds to facilitate long term sustainability of this wonderful community asset.

A detailed presentation of the proposed transactions will be provided to the Council and Public prior to action at the Council meeting.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to sign and execute all necessary transaction documents associated with the Pybus Public Market.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

The fiscal impact of these transactions to the city general fund is zero. All transactions are supported by Local Revitalization Financing bond proceeds from the bond issuance in late 2016. The proposed transactions are consistent with the Local Revitalization Financing ordinance. This investment in the Pybus Market is also listed as an eligible use of the LRF bond proceeds.

Detailed financial information will be provided at the Council meeting.

IV. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Allison Williams, Executive Services Director
Brad Posenjak, Finance Director

TO: Mayor Frank Kuntz
City Council Members

FROM: Steve King, Director
Matt Parsons, Associate Planner

SUBJECT: Annexation 10 Percent Petition – Morley

DATE: March 6, 2017

MEETING DATE: March 9, 2017

I. OVERVIEW

A ten (10) percent annexation petition was submitted on February 22, 2017 with signatures representing the owners of Parcel Number 232033320550 which is directly north of the parcel at 1618 Maple Street. The parcel at 1618 Maple Street is also owned by the applicant and is already in the City of Wenatchee. The signatures represent 100% of the assessed value in the annexation area the applicant proposed. This parcel is located in an unincorporated area previously known as the Walnut/McKittrick Island and more specifically, it is located north of Maple Street and west of Pershing Street. The parcel owned by the Morleys has a structure on it that according to the Chelan County Assessor has 1008SF of living space and 1332 SF of garage space. The property owners that signed the 10% petition are pursuing annexation because they desire to consolidate their two lots. The annexation area the applicant proposed is 0.28 Acres. The land use designation of the parcel, as identified in the Comprehensive Plan, is Residential Moderate (RM).

City staff researched the potential of expanding the proposed annexation area to include land in the surrounding area and found that the parcel at 1410 Pershing Street could be included in the annexation without signing the petition if no right-of-way is included. If right-of-way is included the value of the petition would presumably be below 60%. With just the two parcels and no right-of-way, the value of the petition will likely be 61.4%. Two options have been presented to you, one including both parcels ("Option 2") and one with just the Morley's property ("Option 1"). Option 2 includes 0.6 Acres.

Following a 10 percent annexation meeting, a petition will be circulated. If the applicants return a sufficient petition and it is certified by the Chelan County Assessor, a date will be scheduled by resolution for the 60 percent public hearing.

II. ACTION REQUESTED

The ten percent (10%) annexation public meeting is required for City Council to determine three items:

- 1. Whether the city will accept, reject, or geographically modify the proposed annexation;**
- 2. Whether it will require the simultaneous adoption of a proposed zoning regulation;**
- 3. Whether it will require the assumption of all or any portion of existing city indebtedness by the area to be annexed.**

If the legislative body requires the adoption of a proposed zoning regulation and/or the assumption of all or any portion of indebtedness as conditions to annexation, it is to record this action in its minutes.

Council acceptance is a condition precedent to circulation of the petition. There is no appeal from the council decision.

III. BUDGET IMPACTS

Annexation would result in additional annual property revenues to the City and one time revenues from future building permits. Estimates of annual property tax are not currently available. Costs associated with providing additional City services are anticipated to be minimal.

IV. ATTACHMENT(S)

1. Map of Annexation Area – Option 1
2. Map of Annexation Area – Option 2
3. Application Materials

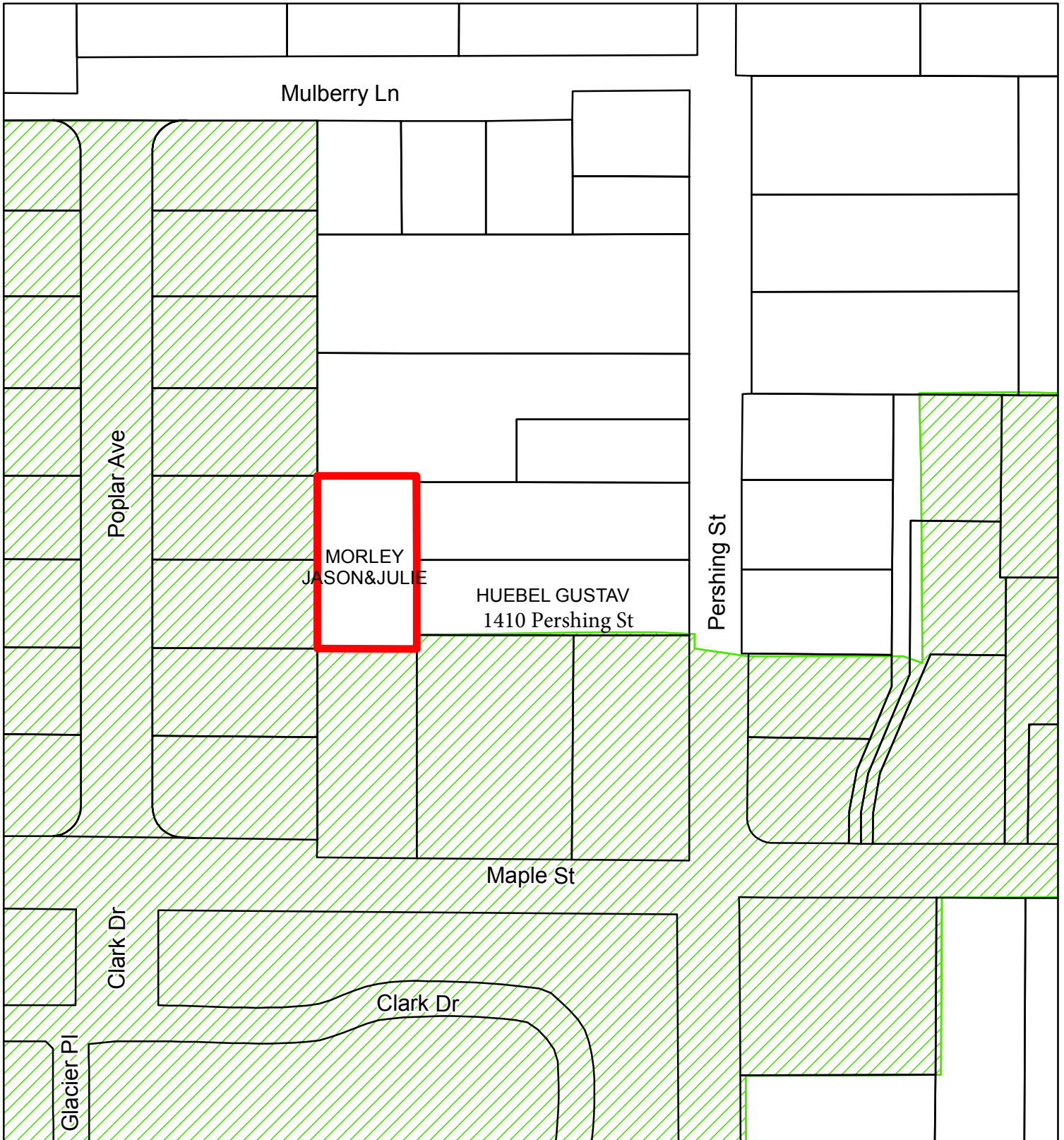
V. MOTION

I move to approve the annexation boundary labeled Option ___ of the ten percent (10%) annexation petition for property located in an unincorporated area north of Maple Street and west of Pershing Street, to require the adoption of the proposed zoning regulations as it is set forth in the Comprehensive Plan of the City as Residential Moderate, and to require the assumption of existing indebtedness of the City by the area to be annexed.





VI. ADMINISTRATIVE ROUTING

Tammy Stanger
Kim Schooley

Morley Annexation 10% Meeting - Option 1



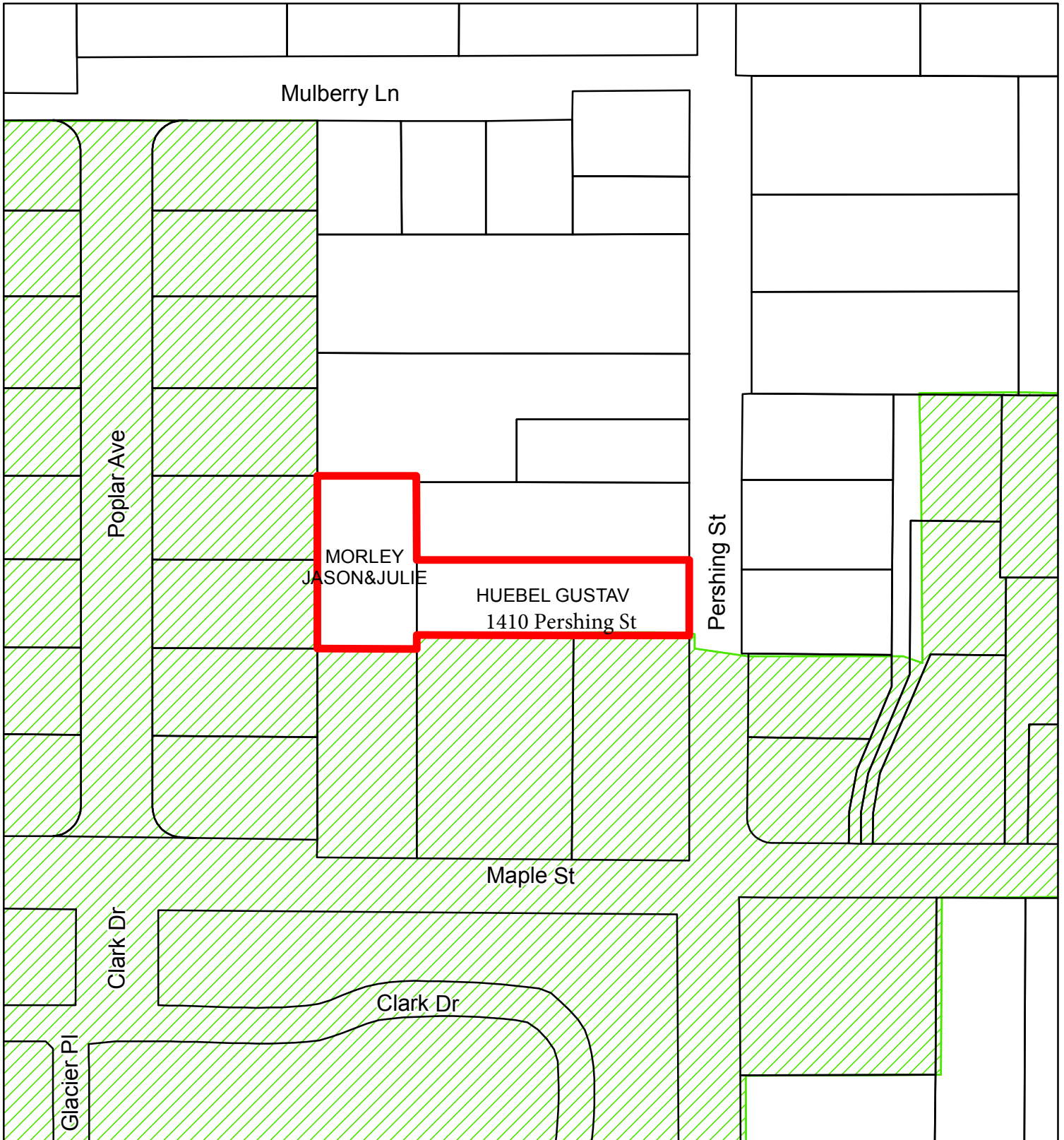
Legend

-  Morley_Annexation option1
-  City Limits
-  Urban Growth Area
-  Parcels





0 50 100 200 Feet



Morley Annexation 10% Meeting - Option 2



Legend

-  Morley Annexation option 2
-  Urban Growth Area
-  City Limits
-  Parcels

0 50 100 200 Feet



City of Wenatchee

Ten Percent Annexation Initiation Petition

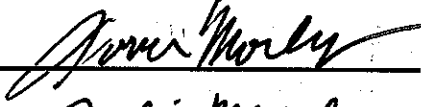

Wenatchee City Council
PO Box 519
Wenatchee, WA 98807

Date: 2/22/17

Dear Mayor and Council,

The undersigned, constituting not less than 10% in value according to the assessed valuation for general taxation of property described in the attached exhibit, incorporated herein by reference, hereby notify the Wenatchee City Council of the undersigned's intention to commence annexation proceedings. The undersigned requests that the City Council of the City of Wenatchee set a date for a meeting with the undersigned parties to determine whether the City of Wenatchee will accept the proposed annexation and whether it will require the assumption of existing indebtedness by the area to be annexed and/or the adoption of a proposed zoning regulation.

WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

NAME/ADDRESS	DATE	SIGNATURE
Jason Morley	2/22/17	
Julie Morley	2/22/17	

8/23/2004

Attach additional sheets for signatures if necessary

CITY OF WENATCHEE
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION
1350 MCKITTRICK ST
PO BOX 519, WENATCHEE, WA 98807-0519
(509) 888-3261 FAX (509) 888-3201

PETITION TO ANNEX REVIEW APPLICATION

CITY OF WENATCHEE
FEES: \$ 250.00 FEB 22 2017 FILE # ANNEX-17-01
DATE STAMP _____ FEE \$ 250.00 CHECK # 20031 RCPT # PL-1700012

Date: 02/22/2017

Applicant: Jason and Julie Morley Phone: 509-670-6630

Address: 1618 Maple Street Wenatchee, WA 98801

PROPOSED ANNEXATION AREA

Parcel Number: 23203320550

Morley Annexation

10% Petition

Legend

City Limits

Pershing St

Maple St

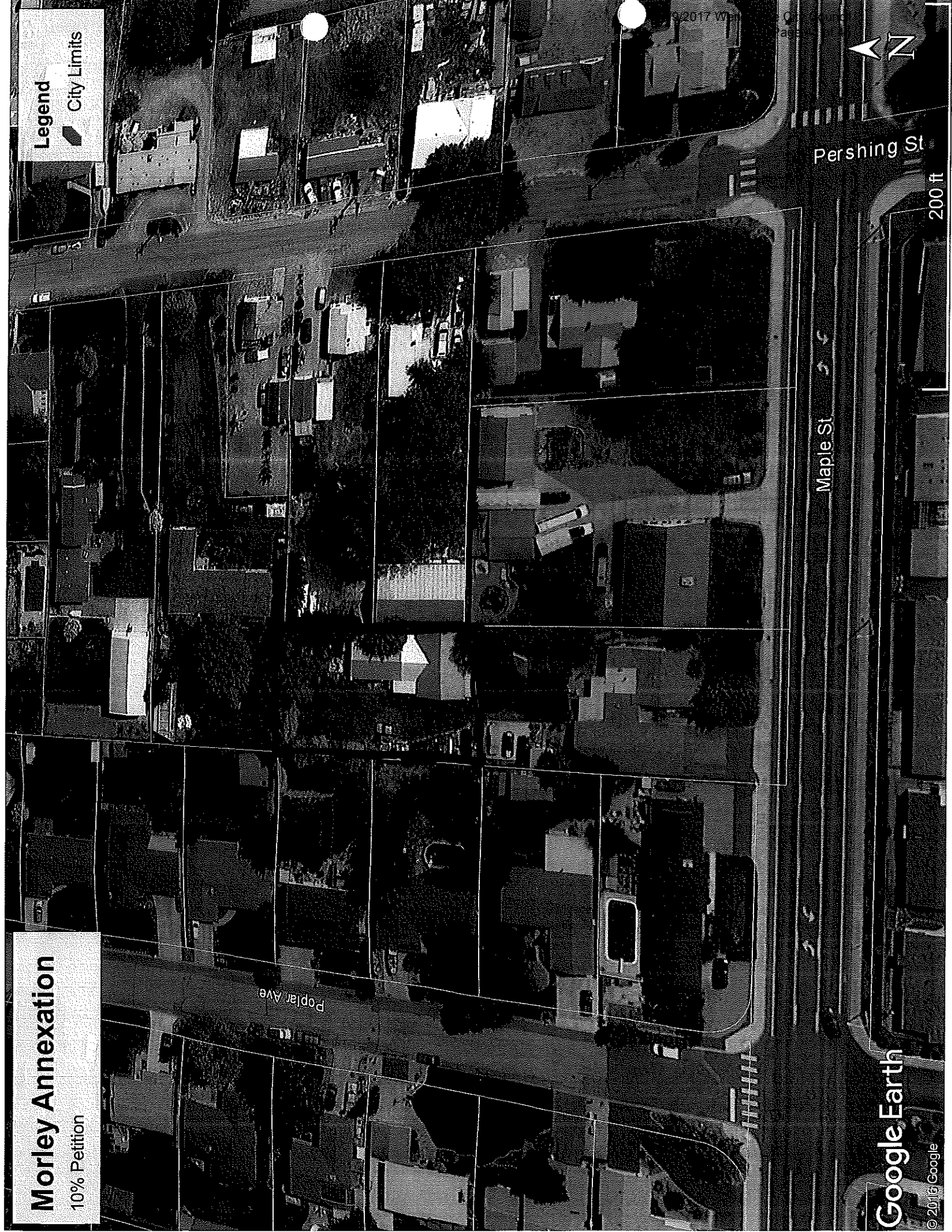
Poplar Ave



200 ft

Google Earth

© 2016 Google



Council Agenda Report

To: Mayor Frank Kuntz
City Council Members

From: Edgar Reinfeld, Wenatchee Police Department

RE: Amendment to PUD Service Agreement SA NO 10-182

Date: March 9, 2017

Overview / Background:

This Service Agreement is between Chelan County PUD and the City of Wenatchee Police Department for Overtime Police Services to provide bike and foot patrols on the Loop Recreation Trail within PUD owned/operated parks.

This is Amendment NO. 7 to SERVICE AGREEMENT SA NO. 10-182, originated in 2010 and adjusts the overtime rate charged to the PUD based on 2017 salary and benefit rates.

Budget Impact:

For Services performed by Police Officers on and after January 1st, 2017, the hourly rate shall be \$71.89, through December 31st, 2017.

The total cost to the PUD for this agreement shall not exceed \$10,000.00 for a total contracted cost of not to exceed \$38,190.31, (inclusive of all fees and costs incurred by the Contractor in the performance of this Agreement).

Action Requested:

Council Authorization and Approval for the Mayor to accept and sign this Amendment to the Agreement.



**AMENDMENT NO. 7
TO
SERVICE AGREEMENT
SA NO. 10-182**

City of Wenatchee Police Department

1. **PARTIES:** The undersigned parties entered in the Professional Service Agreement dated on August 5, 2010.
2. **PROJECT DESCRIPTION:** The agreement completion date is hereby extended for one year, through December 31, 2017. All undisputed and correct Contractor invoices shall be submitted within 30 days of completion of services.
3. **HOURLY BILLING RATES:** For services performed on and after January 1, 2017, the hourly rate shall be \$71.89.
4. **PAYMENTS:** Services already provided under this agreement through December 31, 2016 total \$28,190.31. The total cost of this Amendment shall not exceed \$10,000.00, for a total contracted cost of not to exceed \$38,190.31 (inclusive of all fees and costs incurred by the Contractor in the performance of this Agreement).
5. **EFFECTIVE DATE:** The Effective Date of this Amendment is December 31, 2016.
6. **TERMS:** All other terms and conditions of the Professional Service Agreement shall remain in full force and effect.

CITY OF WENATCHEE

**PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY, WASHINGTON**

By _____
Frank Kuntz,
Mayor

By _____
Richard Hyatt,
Director of Security Division

Date: _____

Date: _____

Council Agenda Report

To: Mayor Frank Kuntz
City Council Members

From: Kari Page, Director of Human Resources 

RE: Resolution No. 2017-15

Date: March 9, 2017

Overview / Background:

This is a Resolution authorizing the Mayor to approve employee severance agreements not exceeding a specified value.

Action Requested:

Motion to approve Resolution No. 2017-15 which authorizes the Mayor to approve and sign employee severance agreements with cash separation payments not to exceed the sum of \$10,000, and benefit packages, e.g. health insurance, at the Mayor's reasonable discretion.

RESOLUTION NO. 2017-15

A **RESOLUTION**, authorizing the Mayor to approve employee severance agreements not exceeding a specified value.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE authorizes the Mayor to approve and sign employment severance agreements with cash separation payments not to exceed the sum of Ten Thousand Dollars (\$10,000), and benefit packages, e.g. health insurance, at the Mayor's reasonable discretion.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular hearing thereof this _____ day of March, 2017.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
Frank Kuntz, Mayor

ATTEST:

By: _____
TAMMY STANGER
City Clerk

APPROVED:

By: 
STEVE D. SMITH, City Attorney