



WENATCHEE CITY COUNCIL

Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

Thursday, March 23, 2017

AGENDA

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.
- Resolution No., 2017-17, appointing Annagrisel Alvarez as Deputy City Clerk/Public Information Officer.
- Motion for City Council to authorize the Mayor to sign and execute all necessary transaction documents associated with the Pybus Public Market.

Vouchers:

Claim checks #181006 – #181066 in the amount of \$178,199.53 for March 9, 2017.

Claim checks #181067 - #181162 in the amount of \$224,837.10 for March 16, 2017.

Payroll distribution in the amount of \$284,025.00 for March 20, 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.

- Proclamation for Missing and Unidentified Person's Month
- Proclamation for National Crime Victims' Rights Week
- Proclamation for Arbor Day
- Downtown Parking Study Presentation

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Mayor's office at (509) 888-6204 (TTY 711). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title 1.)

5. Action Items.

- A. Appointment of Member to the Diversity Advisory Council
Presented by Allison Williams, Executive Services Director

Resolution No. 2017-19, appointing a student member to the Diversity Advisory Committee for the 2017-2018 school year. (Christopher Danko).

- B. Assignment of Sewer Connection Charges for the West Springwater Avenue Sewer Extension, Project #1612 – Setting Public Hearing
Presented by Jeremy Hoover, P.E., Senior Engineer, Utilities

Resolution No. 2017-18, setting the hearing date relative to approve and establish Sanitary Sewer Connection Fees for properties along the Springwater Avenue right of way west of Western Avenue.

- C. Convention Center Audio and Visual Improvements – Project 1708
Presented by Matt Leonard, P.E., Public Works Director

Motion for City Council to authorize the Mayor to sign the contract for construction of the Convention Center Audio/Visual Improvements, Project #1708 with Troxell Communications in the amount of \$464,767.46 plus Washington State sales tax.

6. Public Hearings.

The Mayor will call the Public Hearing to order and state the ground rules, the purpose of the hearing, the action that the hearing body may take on the matter, will address the appearance of fairness doctrine, and will state the manner in which the hearing will proceed. Staff will first give a report, followed by testimony of experts and/or the applicant, followed then by public testimony. All speakers must speak into the microphone and clearly state their names and addresses. All comments should be addressed to the hearing body, should be relevant to the application, and should not be of a personal nature. Public testimony may be limited to three minutes, unless further time is granted by the Mayor. If there are a large number of speakers, a representative may be appointed to speak on behalf of the group.

- D. Small Cell Wireless Moratorium Public Hearing
Presented by Glen DeVries, Community Development Director and John Ajax, Senior Planner

Public Hearing on the moratorium imposed to take testimony and consider adopting further findings.

- E. Saddlerock Annexation Public Hearing
Presented by David Erickson, Parks and Recreation Director and Matt Parsons, Associate Planner

Ordinance No. 2017-05, providing for the annexation for municipal purposes of certain property to the City of Wenatchee and classifying and zoning said property, subject to the provisions of Title 10 Zoning of the Wenatchee City Code.

- F. Community Development Block Grant 2017 Annual Action Plan
Presented by Brooklyn Holton, Housing & Community Planner

Motion for City Council to adopt the City of Wenatchee CDBG draft 2017 Annual Action Plan as a final version upon updated allocations following 2017 CDBG award notification and authorize the Mayor to sign the application for CDBG assistance, certifications and assurances.

7. Work Session.

- G. Sewer Comprehensive Plan

8. Reports.

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

9. Announcements.

10. Adjournment.



WENATCHEE CITY COUNCIL MEETING

Thursday, March 9, 2017

Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

DRAFT

MINUTES

In attendance:

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

Staff in attendance:

Executive Services Director Allison Williams
City Attorney Steve Smith
City Clerk Tammy Stanger
Deputy Clerk/Public Information Officer Annagrisel Alvarez
IS Support Tim McCord
Associate Planner Matt Parsons
Community & Economic Development Director Steve King
City Engineer Gary Owen
Planning Manager Glen DeVries
Police Captain Edgar Reinfeld
Human Resources Director Kari Page
Public Works Director Matt Leonard
Finance Director Brad Posenjak

The Mayor called the meeting to order at 4:00 p.m. for the purpose of meeting in executive session. Councilmembers Mark Kulaas and Linda Herald were absent.

4:00 p.m. Executive Session

Executive session to discuss with legal counsel representing the agency, matters relating to agency enforcement actions, and 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).

Motion by Councilmember Ruth Esparza to convene in executive session for a time period not to exceed 5:15 p.m. with legal counsel present. Motion seconded by Councilmember Lyle Markhart. Motion carried (5-0).

Councilmember Mark Kulaas arrived at 4:02 p.m. and joined the executive session.

The Council adjourned from executive session at 4:59 p.m.

5:15 p.m. Regular Meeting

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

The Mayor called the regular meeting to order at 5:15 p.m. Councilmember Mike Poirier led the Pledge of Allegiance. The excused absence of Councilmember Linda Herald was noted for the record.

2. Consent Items:

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

Motion to approve the consent items by Councilmember Keith Huffaker. Councilmember Jim Bailey seconded the motion. Motion carried (6-0).

3. Citizen Requests/Comments.

Denise Cevallos, 1100 Kittitas Street, Wenatchee, shared information for an event she is planning for “National Missing Children’s Day” on May 25 from 3:30 p.m. to 7:00 p.m. She requested a proclamation from the Mayor and assistance with reserving a location for the event. Staff will prepare a proclamation for the March 23 agenda, and the Mayor said he will waive the fee for the event location reservation for where he is able.

4. Presentations.

- Apple Blossom Royalty Proclamation read by Councilmember Keith Huffaker. Mayor Frank Kuntz presented the proclamations to Queen Amy Sand and Princesses Paige Chivilicek and Alissa Riker. The Royalty then sang a song for the audience.
- American Red Cross Month Proclamation read by Councilmember Mike Poirier and presented to Inland Empire Red Cross representatives Doug Jones, Rick Isaacson, and Kriss Salgado. Doug Jones invited everyone to the 2017 Hero Celebration on Thursday, March 23 from 6:00 p.m. to 7:30 p.m. at the Convention Center.

5. Action Items.

A. AWC Center for Quality Communities Scholarship Application

Executive Services Director Allison Williams presented the staff report. Nominee Rylie Sweem was also present.

Motion for City Council to recommend Rylie Sweem for consideration of the 2017 AWC Center for Quality Communities scholarship by Councilmember Jim Bailey. Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).

B. Annexation for Municipal Purposes – Saddle Rock Gateway

Associate Planner Matt Parsons presented the staff report. Council asked questions. Planning Manager Glen DeVries also joined to answer.

Motion to approve Resolution No. 2017-16, fixing time for hearing on an annexation for municipal purposes per RCW 35.A.14.300 by Councilmember Mark Kulaas. Councilmember Keith Huffaker seconded the motion. Motion carried (6-0).

C. Interlocal Agreement for Project No. 1512 Lewis and Clark Elementary Sidewalks Improvements

City Engineer Gary Owen presented the staff report. Council asked questions.

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 by Councilmember Lyle Markhart. Councilmember Mike Poirier seconded the motion. Motion carried (6-0).

D. Pybus Agreements

Community & Economic Development Director Steve King and Executive Services Director Allison Williams presented the staff report. Also present were members of the Pybus Market Charitable Foundation and staff Mike Walker, Joann Walker, Steve Robinson, Bart Clennon, and President of the Chelan County Port Commission Donn Etherington, and each spoke on the proposed transaction.

Council asked questions.

Motion to continue this item to the next meeting of March 23 for consideration by Councilmember Keith Huffaker. Councilmember Jim Bailey seconded the motion. Motion carried (5-1) (Poirier nay).

E. Annexation 10 Percent Petition – Morley

Associate Planner Matt Parsons presented the staff report. Council asked questions. Planning Manager Glen DeVries was present and answered questions.

Jason and Julie Morley, 1618 Maple Street, Wenatchee, the applicants spoke to the Council.

Jerry Weaver, on behalf of neighbor Mr. Huebel, spoke in opposition of the annexation including Mr. Huebel's property.

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.

Motion to approve the annexation boundary labeled Option 1 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 by Councilmember Mark Kulaas. Councilmember Ruth Esparza seconded the motion. Motion carried (6-0).

F. Amendment No. 7 to Service Agreement with Chelan County Public Utility District

Police Captain Edgar Reinfeld presented the staff report. Council asked questions.

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 by Councilmember Keith Huffaker. Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).

G. Mayoral Approval of Employee Severance Agreements Not Exceeding Specified Value

Human Resources Director Kari Page presented the staff report. Council asked questions.

Motion to approve Resolution No. 2017-15, authorizing the Mayor to approve employee severance agreements not exceeding a specified value by Councilmember Mike Poirier. Councilmember Keith Huffaker seconded the motion. Motion carried (6-0).

6. Reports.

- a. Mayor's Report – The Mayor reported on the following:
 - He attended the Transportation Council meeting this morning where spirited discussions were held regarding gas tax and reallocation of funding for projects.
 - Allison Williams stated that the city once again received the WellCity award.
 - Annagrisel Alvarez was introduced to the Council as the new Deputy City Clerk/Public Information Officer.
 - Allison Williams spoke about the public neighborhood meeting held last week regarding the Second Street Bridge and that a future meeting will be planned at the site. The presentation is on the website.
 - The CPAW presentation was held this week and the presentation materials are on the website.
- b. Reports/New Business of Council Committees
 - Councilmember Mike Poirier announced he was interested in running for a board position with the Association of Washington Cities.

7. Announcements. None.

8. Adjournment. With no further business the meeting adjourned at 6:57 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



**WENATCHEE CITY COUNCIL WORK SESSION
WENATCHEE CITY HALL
Thursday, March 16, 2017
MINUTES**

DRAFT

Present:

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 Present:

Executive Services Director Allison Williams
City Clerk Tammy Stanger
Deputy Clerk/Public Information Officer Annagrisel Alvarez
Community & Economic Development Director Steve King
Senior Planner John Ajax
Parks & Recreation Director David Erickson
Associate Planner Matt Parsons
Public Works Director Matt Leonard
City Engineer Gary Owen
Community Planner Brooklyn Holton
Finance Director Brad Posenjak
Police Chief Steve Crown

The Mayor called the work session to order at 5:15 p.m. All Councilmembers were present.

Discussion Items:

A. Parks and Recreation Comprehensive Plan update

Parks & Recreation Director David Erickson presented the Parks and Recreation Comprehensive plan update, which included the plan purpose, a few highlights of the capital improvements plan, and the process to date in updating the plan. Councilmember Mark Kulaas asked about incorporating community gardens into the plan and Director Erickson stated that there is a brand new grant program through the Cascadia

Conservation District for community gardens that he is looking into. The next step will be Parks Board review and back to Council in June for approval.

B. Comprehensive Plan update (a few elements/sub area plans)

Community & Economic Development Director Steve King and Senior Planner John Ajax presented the significant policy changes of the economic elements of the plan.

Public Works Director Matt Leonard and Associate Planner Matt Parsons presented the significant policy changes in the utilities element and public facilities element of the plan.

City Engineer Gary Owen, Public Works Director Matt Leonard, and Community Planner Brooklyn Holton presented the significant policy changes of the transportation element of the plan.

Community & Economic Development Director Steve King then presented the 13 key strategies of the overall plan. Council commented and asked questions, raising a concern regarding the large amount of real estate owned by businesses and employers not on the tax rolls.

The Mayor asked for any communications received by the City Council concerning these updates be sent to city staff for part of the record. Staff encouraged the City Council to contact them with questions they may have.

The Mayor then reminded everyone of the St. Patrick's Day Parade tomorrow at 7:00ish.

Councilmember Lyle Markhart announced the spring wellness program "Colorful Choices" and recruited all the Councilmembers and the Mayor for his team.

The meeting adjourned at 6:24 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk

RESOLUTION NO. 2017-17

A RESOLUTION, appointing Annagrisel Alvarez as Deputy City Clerk/Public Information Officer.

WHEREAS, WCC 1.08.080 authorizes the City Council to delegate all or any part of the City Clerk duties to a Deputy City Clerk; and

WHEREAS, tasks of the City Clerk need to be completed during the absence of the City Clerk and the designation of a Deputy City Clerk would allow for the timely completion of those tasks.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wenatchee designates Annagrisel Alvarez to act as the Deputy City Clerk/Public Information Officer until the earlier of her separation of employment with the City of Wenatchee or reassignment of her duties within the City of Wenatchee by the Mayor.


PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 23rd 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

**COUNCIL AGENDA REPORT
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT**

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

REAL ESTATE PURCHASE AND SALE AGREEMENT

Wenatchee, Washington

March _____, 2017

1. Seller. Seller is Pybus Market Charitable Foundation, a non-profit corporation organized under the laws of the State of Washington, and an IRC 501(c)(3) tax exempt organization.
2. Purchaser. Purchaser is City of Wenatchee, a Washington municipal corporation.
3. Agreement/Property. The following described land located in the County of Chelan, State of Washington, commonly known as the Pybus Market, 7 North Worthen Street, Wenatchee, Washington, which land includes only the real property legally described as follows and does not include any improvements, fixtures, or equipment located upon the real property, legally described as:

Parcel 'A'

Lots 1 through 16, Block 4, River Front Addition to Wenatchee. according to the plat thereof, recorded in Volume 2 of plats, page 64, Chelan County, Washington.
TOGETHER WITH vacated Palouse Street, that portion of Orondo Avenue and vacated alleys located in Block 4, which attach by operation of law.

Parcel 'B'

Lots 17 through 32, Block 4, EXCEPT the Easterly 27.66 feet of Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32, measured parallel to East line thereof, River Front Addition to Wenatchee, according to the plat thereof recorded in Volume 2 of plats, page 64, Chelan County, Washington,
TOGETHER. WITH vacated Palouse Street, that portion of Orondo Avenue and vacated alleys located in Block 4, which attach by operation of law.

Parcel 'C'

THAT PORTION of Lot 1, Block 3, River Front Addition to Wenatchee, as recorded in Volume 2 of plats, page 64, Chelan County, Washington, described as follows:
BEGINNING at the Northwesterly corner of vacated Palouse Street also being the Southwesterly corner of said Lot 1, Block 3; thence along the Easterly line of Worthen Street, North 31°58'50" West 5.07 feet to a 5/8" rebar representing the Chelan County PUD Exhibit R Boundary, also known as the Riverfront Park Boundary as shown on that survey recorded in Book 15, pages 65-66, records of said county; thence along the park boundary line, North 60°41'06" East 167.52 feet; thence leaving said line, South

29°19'29" East 5.02 feet to the Northerly line of Palouse Street; thence along said line, South 60°40'07" West 167.28 feet to the POINT OF BEGINNING.

Parcel 'D'

Parcel D-1

That portion of Block 4, Riverfront Addition to Wenatchee, according to the plat thereof, recorded in Volume 2 of Plats. Page 64, described as follows:

The Easterly 27.66 feet of Lots 20, 21, 22, 23, 24, 25 and 26, measured parallel to the East line thereof; and the Southerly 11.34 feet, measured parallel to the North margin of Orondo Avenue, of the Easterly 27.66 feet of Lot 27; and the North half of vacated Orondo Avenue adjacent to the Southerly boundary of said Easterly 27.66 feet of Lot 20; and the vacated alley laying between said Easterly 27.66 feet of Lots 20 and 21; and vacated River Street lying East of the said East line of Lots 20, 21, 22, 23, 24, 25, 26, and said South 11.34 feet of Lot 27, of the East line of said portion of the vacated alley; and of the East line of said portion of the vacated North half of Orondo Avenue and lying West of the West boundary of Chelan County P.U.D. Exhibit "R" Wenatchee River Front Park Site Boundary as recorded in Book 15 Surveys, Pages 65 and 66, Chelan County. Washington;

EXCEPT that portion thereof lying northerly of a line being more particularly described as follows;

Commencing at a 2" brass cap in a monument case at the intersection of Orondo Avenue and Worthen Street as defined by Record of Survey recorded under Auditor's File Number 2357990, records of said County; thence North 60°40'07" East 237.28 feet along the centerline of vacated Orondo Street, said Record of Survey, to a rebar and cap; thence North 29°19'29" West 166.68 feet along the westerly line of the easterly 27.66 feet of Lots 20-32, Block 4, said Riverfront Addition to Wenatchee, and the TRUE POINT OF BEGINNING for said line: thence North 60°40'3 1" East 77.72 feet, more or less. to the West boundary of said Chelan P.U.D. Exhibit "R" Wenatchee River Front Park Site Boundary and the TERMINUS for said line.

Parcel D-2

That portion of Block 4, Riverfront Addition to Wenatchee, according to the plat thereof, recorded in Volume 2 of Plats, Page 64, described as follows:

The Easterly 27.66 feet of Lots 20- 32, said Block 4, measured parallel to the East line thereof and vacated alley laying between said easterly 27.66 feet of said Lots 20 & 21, which would attach by operation of law;

TOGETHER WITH that portion of vacated Palouse Street adjacent to said Easterly 27.66 feet of Lot 32 lying South of the West boundary of Chelan County P.U.D. Exhibit "R" Wenatchee River Front Park Site Boundary as recorded in Book 15 of Surveys, Pages 65 and 66, Chelan County, Washington. which would attach by operation of law;

TOGETHER WITH that portion of vacated River Street lying East of the East line of said Lots 20- 32, and of said Palouse Street, and lying West of the West boundary of Chelan County P.U.D. Exhibit "R" Wenatchee River Front Park Site Boundary as recorded in Book 15 of Surveys, Pages 65 and 66, Chelan County, Washington, which would attach by operation of law;

EXCEPT that portion thereof lying southerly of a line being more particularly described as follows:

Commencing at a 2" brass cap in a monument case at the intersection of Orondo Avenue and Worthen Street as defined by Record of Survey recorded under Auditor's File Number 2357990, records of said County; thence North 60°40'07" East 237.28 feet along the centerline of vacated Orondo Street, said Record of Survey, to a rebar and cap; thence North 29°19'29" West 166.68 feet along the westerly line of the easterly 27.66 feet of Lots 20-32, Block 4, said Riverfront Addition to Wenatchee, and the TRUE POINT OF BEGINNING for said line; thence North 60°40'31" East 77.72 feet, more or less, to the West boundary of said Chelan P.U.D. Exhibit "R" Wenatchee River Front Park Site Boundary and the TERMINUS for said line.

TOGETHER WITH THAT PORTION of Lot 1, Block 3 and vacated Palouse Street in the plat of River Front Addition to Wenatchee, as recorded in Volume 2 of plats, page 64, Chelan County, Washington, described as follows:

COMMENCING at the Northwesterly corner of vacated Palouse Street also being the Southwesterly corner of said Lot 1, Block 3; thence along the Easterly line of Worthen Street, North 31°58'50" West 5.07 feet to a 5/8" rebar representing the Chelan County PUD Exhibit R Boundary, also known as the Riverfront Park Boundary as shown on that survey recorded in Book 15, pages 65-66, records of said county; thence along the park boundary line, North 60°41'06" East 167.52 feet to the TRUE POINT OF BEGINNING of this description; thence continuing North 60°41'06" East 22.75 to a 5/8" rebar; thence South 74°22'17" East 106.07 feet to the Southwest corner of Lot 1, Block 5 of said plat; thence North 76°21'55" West 102.62 feet; thence South 60°40'07 West 22.72 feet; thence North 29°19'29" West 5.02 feet to the POINT OF BEGINNING, TOGETHER WITH any portion of vacated Palouse Street lying Southerly of the above described parcel and Easterly of the property deeded to the Port of Chelan County by deed recorded under Auditor File No. 2325097.

The parties agree to adjust the legal description as necessary to conform to the title report.

3. Purchase Price. The total purchase price is Two Million Dollars (\$2,000,000).
4. Payment of Purchase Price. The purchase price shall be paid as follows:

At closing, Purchaser shall pay Seller in cash the entire purchase price, of which the earnest money received herein is a part.

5. Earnest Money. Purchaser hereby deposits, and receipt is hereby acknowledged, of Five Thousand Dollars (\$5,000), in the form of a Promissory Note delivered to Closing Agent as earnest money in part payment of the purchase price for the aforescribed property.

6. Condition of Title. Title is to be free of all encumbrances or defects except:

- a. Rights reserved in federal patents or state deeds.
- b. Building or use restrictions general to the area.
- c. Existing easements not inconsistent with Purchaser's intended use.
- d. Building or zoning regulations or provisions.

7. Title Insurance. Seller authorizes closing agent, at Seller's expense, to apply for a standard form owner's policy of title insurance to be issued by Central Washington Title Services, Inc. The title policy shall contain no exceptions other than those contained in said standard form and those not inconsistent with this Agreement. If title is not so insurable and cannot be made so insurable prior to closing, Purchaser may elect either to waive such encumbrances or defects, or to terminate this Agreement and receive a refund of the earnest money.

8. Conveyance. Seller shall convey title to the property to Purchaser by Statutory Warranty Deed free of encumbrances and defects except those included in this Agreement or otherwise acceptable to Purchaser.

9. Closing Agent. This sale shall be closed at the office of Central Washington Title Services, Inc. ("closing agent").

10. Time for Closing - Responsibilities of Parties. This sale shall be closed not later than March 31, 2017. The Purchaser and Seller shall deposit with the closing agent all instruments, documents, and monies necessary to complete the sale in accordance with this Agreement.

11. Definition of Closing. "Closing" means the date on which all documents are recorded and the sale proceeds are available for disbursement to Seller.

12. Proration. Taxes, water and other utility charges constituting liens shall be prorated as of the date of closing.

13. Closing Costs.

a. Seller. Seller shall pay the following escrow and closing costs: Real estate excise tax, one-half escrow closing fee, and title insurance premium.

b. Purchaser. Purchaser shall pay the following escrow and closing costs: One-half escrow closing fee, fee for preparation of Deed and Tax Affidavit, and recording fee for Deed and Tax Affidavit.

14. Possession. Seller shall retain possession of the premises after closing pursuant to a Lease Agreement executed simultaneously at closing.

15. **AS-IS. NO WARRANTY.** PURCHASER ACKNOWLEDGES IT IS FAMILIAR WITH THE PROPERTY, HAS INVESTIGATED SAME, AND HAS BEEN PROVIDED WITH ADDITIONAL OPPORTUNITIES TO INVESTIGATE THE PROPERTY PRIOR TO CLOSING. PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY ON ITS INSPECTION AND INVESTIGATION OF THE PROPERTY, AND ACCEPTS THE PROPERTY “**AS-IS, WHEREIS**” IN ITS PRESENT CONDITION WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY SELLER OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER WITH RESPECT TO THE CONDITION OF THE PROPERTY. PURCHASER SHALL HAVE DETERMINED TO ITS SATISFACTION THAT THE PROPERTY CAN BE USED FOR THE PURPOSES PURCHASER INTENDS. PURCHASER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR SELLER’S AGENTS HAVE MADE, AND DO NOT MAKE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE HABITABILITY, CONDITION OR SUITABILITY FOR COMMERCIAL OR INDUSTRIAL PURPOSES, MERCHANTABILITY, POTENTIAL USE OF THE PROPERTY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES, WASTES OR MATERIALS AS DEFINED BY STATE, FEDERAL OR LOCAL LAW, ALL OF WHICH WARRANTIES SELLER HEREBY EXPRESSLY DISCLAIMS. PURCHASER ASSUMES FULL RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY, KNOWN OR UNKNOWN, AND FOREVER RELEASES THE SELLER OF ANY CLAIMS, CAUSES OF ACTION, OR LIABILITY IN THIS REGARD.

16. Risk of Loss. If prior to closing, improvements on said premises shall be destroyed or materially damaged by fire or other casualty, this Agreement at option of Purchaser shall become null and void.

17. Default and Refund. If a dispute should arise regarding the disbursement of any earnest money, the party holding the earnest money may interplead the funds into court. Furthermore, if either Purchaser or Seller defaults, the non-defaulting party may seek specific performance, or rescission.

18. Merger. There are no other verbal or other agreements which modify or affect this Agreement.

19. Modification/Waivers. All subsequent modifications or waivers of any condition of this Agreement shall be in writing and signed by the appropriate parties.

20. Time. Time is of the essence of this Agreement.

21. Notices. Notice hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified or registered mail, return receipt requested, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered as follows:

TO PURCHASER: City of Wenatchee
P.O. Box 519
Wenatchee, Washington 98807-0519

TO SELLER: Pybus Market Charitable Foundation
3 N. Worthen
Wenatchee, Washington 98801

WITH COPY TO PURCHASER'S ATTORNEY: Steve D. Smith
Johnson, Gaukroger, Smith & Marchant, P.S.
139 South Worthen Street, Suite 200
Wenatchee, Washington 98801

WITH COPY TO SELLER'S ATTORNEY: Clay M. Gatens/Lindsey J. Weidenbach
Jeffers, Danielson, Sonn & Alyward, P.S.
2600 Chester Kimm Rd.
P.O. Box 2688
Wenatchee, WA 98807-2688

22. Waiver. No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or be construed so as to at any future time estop such party from exercising its rights or remedies.

23. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Chelan County, Washington.

24. Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the parties.

25. Encumbrance Pending Sale. Seller may not financially encumber the property prior to closing, unless the encumbrance is discharged or satisfied at closing.

26. Survival. Except for Sections 16 and 30, the terms and conditions of this Agreement shall not survive closing and shall merge with the recordation of the Statutory Warranty Deed.

27. FIRPTA Compliance. If Purchaser does not intend to use the property as a principal residence, or if the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00), then this sale may be subject to the withholding and reporting requirements of the Foreign Investment In

Real Property Tax Act (FIRPTA), unless Seller furnishes to Purchaser an Affidavit of Non-foreign Status. Seller and Purchaser agree to comply with FIRPTA, if applicable.

28. Time for Acceptance. Seller shall have until 9:00 p.m. on _____ to accept this offer, unless sooner withdrawn. Acceptance by Seller shall not be effective until a signed copy hereof is actually received by _____. If this offer is not so accepted, it shall lapse and the earnest money shall be refunded to Purchaser.

29. Attorney's Fees. If any suit or proceeding is instituted by the Seller or the Purchaser, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, each party shall be responsible for its own attorneys' fees and costs incurred therein.

30. Representation. Steve D. Smith of Johnson, Gaukroger, Smith & Marchant, P.S., represents Purchaser. Clay M. Gatens and Lindsey Weidenbach of Jeffers, Danielson, Sonn & Alyward, P.S., represents Seller.

31. Counterparts/Facsimile. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties.

The facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

32. Corporate Authority; Binding Signatures. Each of the individuals executing this Agreement on behalf of Purchaser or Seller warrant that they are an authorized signatory of the entity for which they are signing, and that they have sufficient authority to execute this Agreement.

33. Brokers and Finders. Neither party has had any contact or dealings regarding the property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cost of the purchase and sale contemplated by this agreement. If any broker or finder perfects a claim for a commission or finder's fee based upon any contract, dealings, or communication, the party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend, and hold harmless the other party from and against any liability, cost or damages (including attorney's fees and costs, arising out of that claim).

34. Contingency. Closing is contingent upon the following matters:

a. Lease. The June 1, 2012, Lease by the Port of Chelan County to the Pybus Market Charitable Foundation shall be terminated and a new Lease negotiated and entered into

simultaneously at closing between Purchaser and Seller with a term of at least 30 years for the purpose of public use of the grounds as a community gathering place, activities such as the farmers market and other events open to the public, and public parking to support the market and other uses.

b. Simultaneous Closing. Seller and Purchaser's obligations hereunder are contingent on a simultaneous closing of Pybus Market Charitable Foundation's purchase of Parcels A-C described in Section 3 hereof from the Port of Chelan County.

c. Termination of LRF-Wenatchee Waterfront Development Agreement. Purchaser's obligations hereunder are contingent upon the Local Revitalization Financing District – Wenatchee Waterfront Development Agreement between the Port of Chelan County and the City of Wenatchee dated June 14, 2012, as amended September 26, 2013, and as further amended on November 15, 2013, being terminated at closing.

35. Property Disclosure Form. Purchaser hereby waives receipt of the Seller Disclosure Statement provided for in RCW 64.06.015. Seller hereby represents that no answer to any of the questions in the section entitled "Environmental" would be "yes."

DATED this ____ day of _____, 2017.

PURCHASER:
CITY OF WENATCHEE

By _____
FRANK KUNTZ, Mayor

On this ____ day of _____, 2017, we hereby approve and accept the offer set forth in the above Agreement and agree to carry out all the terms thereof on the part of the Seller.

SELLER:
PYBUS MARKET CHARITABLE FOUNDATION

By _____
MIKE WALKER, President

Return Address:

Mr. Clay M. Gatens
Jeffers, Danielson, Sonn & Aylward, P.S.
2600 Chester Kimm Road
P.O. Box 1688
Wenatchee, WA 98807-1688

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GROUND LEASE

Grantor (Lessor): City of Wenatchee, a Washington municipal corporation
Grantee (Lessee): Pybus Market Charitable Foundation, a Washington nonprofit corporation
Legal Description (abbreviated): _____, Chelan County,
Washington. Additional legal on page ____.
Assessor's Tax Parcel ID#: 22-20-03-821-022, 22-20-03-821-026 and 22-20-03-821-025

Recitals

WHEREAS, the City of Wenatchee Waterfront Subarea Plan was adopted in 2004 and identified the need to find a permanent location for the farmers market; and

WHEREAS, a City-led design and planning process in 2009 identified a plan to repurpose, the former Pybus Steel warehouse and manufacturing plant as a Public Market and a home for the local farmers market; and

WHEREAS, the City applied for and received a Local Revitalization Financing District in 2009 which identified Pybus as a project for public investment; and

WHEREAS, the City obtained a \$1.4 million Housing and Urban Development ("HUD") Economic Development Initiative ("EDI") Special Projects Grant in 2012 that assisted in financing the public purpose of creating a public market in Wenatchee's urban hub; and

WHEREAS, the City entered into a development agreement with the Port of Chelan County committing LRF funding toward the invest in the purchase of the property for the public benefit of the parking, pedestrian plaza and amenities, a place for the farmers market, and the development of the Pybus Public Market; and

WHEREAS, Port of Chelan County and the Pybus Market Charitable Foundation developed the Pybus Public Market as it stands today; and

WHEREAS, the Pybus Public Market serves as a public gathering place and is a catalyst for economic redevelopment of the waterfront including providing direct economic at the facility ; and

1 WHEREAS, the City issued tax exempt bonds to purchase land, develop parking and
2 construct other public improvements within the LRF Waterfront District; and

3 WHEREAS, the debt service to pay for these bonds is paid with incremental tax revenue
4 resulting from redevelopment and increased the resulting increased economic activity in the District;
and

5 WHEREAS, the City purchased the property on _____, 2017 in order to
6 preserve the public purpose of the Pybus Market as a community gathering place and location for a
farmers market and connection to food banks; and

7 WHEREAS, in order to preserve the public purpose and use of the existing Pybus Market as
8 a community gathering place and location for the farmers market and connection to food banks, the
9 City desires to lease the subject property to PMCF, ensuring the provision of the EDI grant and LRF
purposes are maintained in addition to assisting with the sustainability of this recognized community
and public asset; and

10 WHEREAS, PMCF desires to lease the subject real property for the purpose of operating the
11 Pybus Market, and constructing and operating an annex building that will enlarge and enhance the
Pybus Market.

12 **Parties**

13 1.1 Lessor/Landlord. CITY OF WENATCHEE, a Washington municipal
14 corporation ("Landlord").

15 1.2 Lessee/PMCF. PYBUS MARKET CHARITABLE FOUNDATION, a
Washington nonprofit corporation ("PMCF").

16 **Lease**

17 2.1 Agreement to Lease. Landlord agrees to lease to PMCF and PMCF agrees to
18 lease from Landlord the Property.

19 2.2 The Property. The property subject to this Ground Lease is located in the
20 County of Chelan, State of Washington, and described as the real property, asphalt, dirt, landscape,
21 hardscape and irrigation system located upon the real property described below but does not include
any improvements or personal property located upon the real property, which real property is legally
described as follows:

22 **INSERT LEGAL FROM TITLE REPORT**

23 (the "Property").

24 2.3 Term of Lease. The initial term of this Lease shall be from _____,
25 2017, to _____, 2067.

26 2.4 Option to Renew. Provided that PMCF has not breached any provisions of
this Lease, and is otherwise not in default (defined below), PMCF shall have the option to renew
the Lease for one (1) additional thirty (30) year period. The Option to renew shall be exercised in

1 writing and shall be delivered or postmarked no later than thirty (30) days before the end of the
2 current term of the Lease. Such extended term shall be upon all of the provisions applicable to the
original term of this Lease.

3 2.5 Rental. The annual rental shall be One and No/100 Dollars (\$1.00) per
4 year. All payments shall be in U.S. currency. All rental payments shall be payable in advance on
the 1st day of each and every calendar year.

5 2.6 Intent of Ground Lease. The intent of this Lease is to provide a long-term
6 ground lease of the Property in favor of PMCF. This lease does not apply to any improvements or
7 personal property located upon the Property. It is the mutual intent of the parties to this Lease that
8 PMCF shall have the sole and exclusive authority to control, manage, develop, construct, redevelop
9 maintain, and repair the Property and all improvements, fixtures, equipment, and personal property
located upon the Property now or in the future at its unfettered discretion subject only to the affirmative
Restrictions on Use contained in paragraph 2.7 below ("Restrictions on Use") and the express
obligations contained herein.

10 2.7 Restrictions on Use. The Property shall be used by PMCF for the purpose
11 of a public market and gathering place and all reasonably related uses. PMCF shall comply at all
12 times with the Landlord's Housing and Urban Development ("HUD") EDI Special Projects Grant
13 Agreement between Landlord and HUD signed by HUD on November 4, 2010 (the "HUD Grant
14 Agreement"). PMCF shall be required to comply with the provisions in the HUD Grant Agreement,
15 but all reporting to HUD shall be the sole responsibility of the Landlord.

16 PMCF's use shall comply at all times with the intent of the Landlord's purchase of
17 the Property utilizing LRF funds consistent with chapter 39.104 RCW. These uses include public
18 parking to support the market and surrounding area, public use of the grounds as a community
19 gathering place and to support activities such as the farmers market and other events open to the
20 public. PMCF will keep this Property largely open to the public with the exception of management
21 of events, meetings, and uses consistent with the operation of the public market.

22 PMCF covenants that it will not allow said Property to be used for any illegal or
23 immoral purpose, and that it will not do or suffer to be done, in or about said Property, any act or
24 thing which may be a nuisance, annoyance, inconvenience, or damage to Landlord, the occupants
25 of adjoining property or the neighborhood.

26 PMCF acknowledges that a portion of the costs of the Property was financed with
proceeds of tax exempt bonds payable from LRF revenues. PMCF shall comply at all times with
reasonable and necessary Landlord instructions regarding the Property, its uses, its revenues or
operations delivered to PMCF as such instructions directly relate to and are reasonable and
necessary to protect the tax-exemption of interest on such bonds.

27 2.8 Costs. PMCF shall be responsible for all fees, costs, or payments for utilities,
28 (including, but not limited to water, sewer, garbage, gas and electricity) insurance, improvements,
29 maintenance, repairs, taxes, assessments, or any other costs or fees relating to the Property and/or
30 any existing or future improvements, fixtures, equipment, or personal property located thereon. PMCF
shall not permit any lien to be filed against the Property, by reason of work, labor, services or materials
performed or supplied to PMCF, or anyone holding the Property or any part thereof under PMCF. If
any such lien is filed against the Property PMCF shall cause the same to be discharged of record
within thirty (30) days after the date of filing the same. PMCF shall keep and maintain the existing,
and any subsequent structures, in a clean and sanitary condition, including all mechanical systems.
PMCF shall keep the sidewalks and parking areas in good condition and repair, and reasonably

1 free from snow thereon. PMCF agrees during the term of this Lease that it shall keep in force a
2 liability insurance policy covering all its operations on said Property in an amount not less than Two
3 Million and No/100 Dollars (\$2,000,000.00). Said policy shall name Landlord as an additional
4 insured. PMCF shall, at PMCF's expense, maintain on the Property a policy of standard fire
insurance with extended coverage in an amount equal to replacement value. PMCF shall cause
such insurance to name Landlord as an additional insured. PMCF shall deliver a copy of any such
insurance policy to Landlord within 7 days upon request thereof by Landlord.

5 2.9 Responsibilities of Landlord. This Lease is not a joint venture agreement and
6 Landlord shall have no responsibility or authority to direct, control, manage, or interfere with PMCF's
7 use and operation of the Property. In addition, Landlord covenants and agrees that PMCF, upon
8 performance of all of PMCF's obligations under this Lease, shall lawfully and exclusively hold,
occupy and enjoy the Property during the term of this Lease without interference or disturbance by
Landlord.

9 2.10 Leasehold Excise Tax. Landlord and PMCF agree that this Lease will not be
10 subject to leasehold tax because the fair rental value for the City of Wenatchee is the \$1.00 per year
11 rental in lieu of the other public benefits received by the City of Wenatchee in relation to PMCF's capital
12 improvements and operation of the Pybus Market. In the event of a contrary determination by the
State of Washington, Department of Revenue Landlord agrees to cooperate with PMCF to contest any
adverse leasehold tax determination. Regardless of any challenge to any leasehold tax impositions,
PMCF agrees to pay any and all leasehold excise tax determined owing by the Department of Revenue
and to hold Landlord harmless thereon.

13 2.11 New Construction. Landlord hereby consents to the annex building
14 remodel, or tear down and rebuild of the annex building provided that the structure is built to the
City of Wenatchee building code(s).

15 2.12 Boundary Line Adjustment. Landlord agrees to process a boundary line
16 adjustment to remove existing property lines to facilitate construction of PMCF's new annex
building.

17 2.13 Assignment and Subletting. Neither this Lease nor any right hereunder
18 may be assigned, transferred, encumbered, or sublet, in whole or in part, by Landlord or PMCF,
19 provided that PMCF shall have the right to sublet any portion or portions of the leased Property for
the use and purpose permitted under this Lease.

20 2.14 Indemnity/Hold Harmless. PMCF agrees that at the sole option of
21 Landlord, PMCF shall either indemnify or shall defend and hold Landlord and its elected officials,
22 employees, contractors and agents harmless from all claims for damages to persons or property
23 occurring on the Property during the term of the Lease arising out of PMCF's operations or activities
on the Property, including damages caused by PMCF's agents or employees and including claims
by agents or employees of PMCF. PMCF waives its immunity under industrial insurance, Title 51
RCW, to the extent necessary to effectuate this indemnification/hold harmless agreement.

24 2.15 Service of Notices. All notices shall be in writing. All notices to be given to
25 PMCF may be served on the registered agent of PMCF, or by sending notice by U.S. mail, postage
26 prepaid, addressed to PMCF as follows:

1
2 Pybus Market Charitable Foundation
3 c/o Mike Walker
4 3 North Worthern
5 Wenatchee, WA 98801

6 or at such other place as PMCF may direct in writing.

7 All notices to be given to Landlord on the registered agent of Landlord, or by sending
8 notice by U.S. mail, postage prepaid, addressed to Landlord as follows:

9 City of Wenatchee
10 Mayor's Office
11 126 South Chelan
12 Wenatchee, WA 98801

13 or such other place as Landlord may direct in writing. Notice shall be deemed delivered on the
14 date of delivery if personally delivered or on the date of postmark if mailed. All notice periods shall
15 begin and end on midnight.

16 2.16 Cancellation, Termination or Default. Landlord shall, on default with respect
17 to any of the provisions of this Lease by PMCF, provide PMCF with written notice of any alleged breach
18 of the rental terms or conditions and PMCF shall have thirty (30) days to cure any actual breach. If
19 after thirty (30) days from written notice of an alleged breach an actual breach still remains (an
20 "Uncured Breach") then Landlord at its option, may terminate this Lease by written notice to PMCF
21 and upon such termination PMCF shall quit and surrender the Property to Landlord in good clean and
22 sanitary condition, except for reasonable wear and tear and damage not caused by any act or omission
23 by PMCF, its employees, agents, invitees or licensees, but PMCF shall remain liable as hereinafter
24 provided.

25 2.17 Option. Concurrent with the execution of this Lease, Landlord and PMCF
26 shall enter into an Option to Purchase the Property (the "Option"). The Option is being entered into by
Landlord and PMCF for separate consideration and the Option is not contingent upon either parties'
performance under this Lease.

2.18 Attorney Fees. In the event any party employs legal counsel to enforce
any covenant of this Lease, or to pursue any other remedy on default as provided herein, or by law,
each party shall bear its own attorneys' fees and costs related thereto.

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

2.20 Severability. The provisions hereof shall be deemed independent and
severable, and the invalidity or partial invalidity or unenforceability of any provision or portion hereof
shall not affect the validity or enforceability of any other provision hereof.

2.21 Captions and Construction. The captions in this Lease are for the
convenience of the reader and are not to be considered in the interpretation of its terms.

1 2.22 Entire Agreement. This Lease contains the entire agreement between the
2 parties hereto, and there are no verbal or other agreements which modify or affect this Lease except
as referenced herein.

3 2.23 Venue. The venue for any such proceeding or action shall be in Chelan
4 County, Washington.

5 2.24 E-Mail Copies/Counterparts. The parties agree that this Lease may be
executed in counterparts, each of which shall be deemed an original and all of which together shall
6 constitute one and the same agreement, and may be transmitted between them electronically. The
parties intend that electronically transmitted signatures constitute original signatures and that
7 agreements containing the signatures (original or e-mailed) of all the parties shall constitute a fully
executed original and shall be binding on the parties.

8 2.25 Memorandum of Lease. Landlord and PMCF agree that this Lease shall
9 not be placed of record. Either party may execute and place of record an instrument, in recordable
form, evidencing the commencement date and expiration date of this Lease.

10
11 "LANDLORD"

12 CITY OF WENATCHEE
A Washington Municipal Corporation

13
14 By _____
15 Frank Kuntz, Mayor

16 Date: _____

17 "PMCF"

18 PYBUS MARKET CHARITABLE FOUNDATION
A Washington Nonprofit Corporation

19
20 By _____
21 Mike Walker, President

22 Date: _____

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STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that FRANK KUNTZ is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of CITY OF WENATCHEE, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2017

Typed/Printed Name _____
NOTARY PUBLIC
In and for the State of Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that MIKE WALKER is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of PUBUS MARKET CHARITABLE FOUNDATION, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2017

Typed/Printed Name _____
NOTARY PUBLIC
In and for the State of Washington
My appointment expires _____

Return Address:
Pybus Market Charitable Foundation
3 N. Worthen Street
Wenatchee, WA 98801

OPTION TO PURCHASE REAL PROPERTY

Reference numbers of related documents: n/a

Grantor:

1. CITY OF WENATCHEE, a Washington municipal corporation

Grantee:

1. PYBUS MARKET CHARITABLE FOUNDATION, a Washington nonprofit corporation

Legal Description:

1. Lots 1-16, Blk. 4, River Front Addition to Wenatchee
2. Ptn. Lots 17-32, Blk. 4, River Front Addition to Wenatchee
3. Ptn. Lot 1, Blk. 3, River Front Addition to Wenatchee
4. Ptn. Block 4, Riverfront Addition to Wenatchee
5. Additional legal description is on pages 5 & 6 (Exhibit "A")

Assessor's Property Tax Parcel Number(s): 22-20-03-821-022, 22-20-03-821-026
and 22-20-03-821-025

The CITY OF WENATCHEE, a Washington municipal corporation ("Seller") hereby grants to PYBUS MARKET CHARITABLE FOUNDATION, a Washington nonprofit corporation, ("Purchaser") their heirs and assigns, the exclusive option to purchase the real property situated at 3 North Worthen Street, Wenatchee, Chelan County, Washington, legally described as follows:

SEE ATTACHED EXHIBIT "A"

(the "Property").

on the terms and conditions set forth hereinafter.

SECTION ONE

Consideration, Terms of Payment, and Non-Contingent

1.1 Consideration. The consideration for this Option is One Hundred and No/100 Dollars (\$100.00) (U.S. currency) in hand paid, the receipt and sufficiency of which is hereby acknowledged.

1.2 Price and Terms of Payment. The purchase price for the Property shall be the lesser amount determined by the following two methodologies: (1) if the Option is exercised on or before February 28, 2022, the purchase price shall be Two Million Dollars and No/100 Dollars (\$2,000,000) and thereafter shall increase by two percent (2%) on March 1, 2022, and an additional two percent (2%) annually each year thereafter until February 28, 2027, after which it shall be the appraised fair market value of the Property, as determined by an MAI certified appraiser; or (2) the appraised fair market value of the Property, as determined by an MAI certified appraiser. The MAI appraiser shall be approved in advance by the City, which approval shall not be unreasonably withheld. The appraisal shall be paid for by the Purchaser.

The purchase price shall be paid in full at closing. The sale proceeds shall be treated by the City of Wenatchee as Local Revitalization Financing (LRF) bond proceeds and spent on capital expenditures within two (2) years from date of closing in the LRF district.

1.3 Non-Contingent. Seller and Purchaser expressly acknowledge and agree that this Option is not contingent upon any future performance or duty by either party and that once the Option is mutually executed by Seller and Purchaser the Option is valid, legally binding, and non-revocable.

SECTION TWO

Period of Option

2.1 Period of Option. This Option may be exercised by giving written notice thereof to Seller at 126 South Chelan, Wenatchee, Washington 98801, at any time from the date of this instrument until 5 o'clock p.m. February _____, 2067.

SECTION THREE

Title

3.1 Title. Title of Seller is to be free of encumbrances or defects. Rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements not inconsistent with Purchaser's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects. Encumbrances to be discharged by Seller may be paid out of purchase money at date of closing.

3.2 Title Insurance. As soon as practical after notice of intent to exercise the option, Seller shall furnish to Purchaser a preliminary commitment for an ALTA standard form policy of title insurance issued by First American Title Insurance Company. After closing, Seller shall furnish to Purchaser a title policy pursuant to such commitment. The Seller shall assume any cancellation fee for such commitment or policy. The title policy to be issued shall contain no exceptions other than those provided in said standard form plus encumbrances or defects noted in Paragraph 3.1, Title, above. If title is not so insurable as above provided and cannot be made so insurable within 30 days of the notice of intent to exercise the option, the funds paid for this option and all monies deposited with First American Title Insurance Company shall be returned to Purchaser and all rights of Purchaser and obligations of Seller hereunder shall be terminated, provided however, that Purchaser may waive defects and elect to purchase.

3.3 Conveyance. Title to be conveyed as herein provided shall be by Statutory Warranty Deed, free and clear of all liens, encumbrances, restrictions and easements, except the following: Those exceptions approved by Purchaser.

SECTION FOUR

Escrow; Closing

4.1 Escrow. An escrow shall be opened with First American Title Insurance Company, 16 South Mission Street, Wenatchee, Washington 98801, within five (5) days after exercise of this Option. The Purchaser and Seller shall deposit with closing agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement.

4.2 Closing Costs. Closing escrow fees shall be split between Seller and Purchaser. Seller shall pay real estate excise tax, title insurance and attorney's fees for documentation. Purchaser shall pay document recording fees.

4.3 Closing. The sale shall be closed in the office of closing agent First American Title Insurance Company as soon as practicable, but no later than thirty (30) days after exercise of the Option. For purposes of this agreement, "date of closing" shall be construed as the date upon which all appropriate documents are executed and the proceeds of this sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition as available for disbursement to Seller.

SECTION FIVE

Notices

5.1 All notices to be given to Purchaser may be served on the registered agent of Purchaser, or by sending notice by U. S. Mail, postage prepaid, and certified mail, return receipt requested, addressed as follows::

PURCHASER: Pybus Market Charitable Foundation
3 N. Worthen St.
Wenatchee, WA 98801

or such other place as Purchaser may direct in writing.

All notices to be given to Seller may be served on the registered agent of Seller, or by sending notice by U. S. Mail, postage prepaid, and certified mail, return receipt requested, addressed to Seller at.

SELLER: City of Wenatchee
126 S. Chelan Ave.
Wenatchee, WA 98801

or such other place as Seller may direct in writing. Notice shall be deemed delivered on the date of delivery if personally delivered or on the date of postmark if mailed. All notice periods shall begin and end on midnight.

SECTION SIX

Miscellaneous

6.1 Memorandum. Seller and Purchaser agree that this Option shall not be placed of record. The parties agree to execute and place of record an instrument, in recordable form, evidencing the commencement date and expiration date of this Option.

6.2 Attorneys Fees and Venue. In the event that Purchaser or Seller shall commence proceedings or institute action to enforce any rights hereunder, the venue for any such proceeding or action shall be in Chelan County, Washington, and each party shall bear its' own attorneys fees and costs incurred therein, including those for appeal.

SELLER:

PURCHASER:

CITY OF WENATCHEE
A Washington Municipal Corporation

PYBUS MARKET CHARITABLE
FOUNDATION
A Washington Nonprofit Corporation

By _____
Frank Kuntz, Mayor

By _____
Mike Walker, President

EXHIBIT "A"

******INSERT LEGAL FROM TITLE REPORT ******

Parcel 'A'

Lots 1 through 16, Block 4, River Front Addition to Wenatchee, according to the plat thereof, recorded in Volume 2 of plats, page 64, Chelan County, Washington.
TOGETHER WITH vacated Palouse Street, that portion of Orondo Avenue and vacated alleys located in Block 4, which attach by operation of law.

Parcel 'B'

Lots 17 through 32, Block 4, EXCEPT the Easterly 27.66 feet of Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32, measured parallel to East line thereof, River Front Addition to Wenatchee, according to the plat thereof recorded in Volume 2 of plats, page 64, Chelan County, Washington, TOGETHER WITH vacated Palouse Street, that portion of Orondo Avenue and vacated alleys located in Block 4, which attach by operation of law.

Parcel 'C'

THAT PORTION of Lot 1, Block 3, River Front Addition to Wenatchee, as recorded in Volume 2 of plats, page 64, Chelan County, Washington, described as follows:

BEGINNING at the northwesterly corner of vacated Palouse Street also being the southwesterly corner of said Lot 1, Block 3; thence along the easterly line of Worthen Street, North 31°58'50" West 5.07 feet to a 5/8" rebar representing the Chelan County PUD Exhibit R Boundary, also known as the Riverfront Park Boundary as shown on that survey recorded in Book 15, pages 65-66, records of said county; thence along the park boundary line, North 60°41'06" East 167.52 feet; thence leaving said line, South 29°19'29" East 5.02 feet to the northerly line of Palouse Street; thence along said line, South 60°40'07" West 167.28 feet to the POINT OF BEGINNING.

Parcel 'D'

Parcel D-1

That portion of Block 4, Riverfront Addition to Wenatchee, according to the plat thereof, recorded in Volume 2 of Plats. Page 64, described as follows:

The Easterly 27.66 feet of Lots 20, 21, 22, 23, 24, 25 and 26, measured parallel to the East line thereof; and the southerly 11.34 feet, measured parallel to the North margin of Orondo Avenue, of the easterly 27.66 feet of Lot 27; and the North half of vacated Orondo Avenue adjacent to the southerly boundary of said easterly 27.66 feet of Lot 20; and the vacated alley lying between said easterly 27.66 feet of Lots 20 and 21; and vacated River Street lying East of the said East line of Lots 20, 21, 22, 23, 24, 25, 26, and said South 11.34 feet of Lot 27, of the East line of said portion of the vacated alley; and of the East line of said portion of the vacated North half of Orondo Avenue and lying West of the West boundary of Chelan County P.U.D. Exhibit "R" Wenatchee River Front Park Site Boundary as recorded in Book 15 Surveys, Pages 65 and 66, Chelan County, Washington;

EXCEPT that portion thereof lying northerly of a line being more particularly described as follows;

Commencing at a 2" brass cap in a monument case at the intersection of Orondo Avenue and Worthen Street as defined by Record of Survey recorded under Auditor's File Number 2357990, records of said County; thence North 60°40'07" East 237.28 feet along the centerline of vacated Orondo Street, said Record of Survey, to a rebar and cap; thence North 29°19'29" West 166.68 feet along the westerly line of the easterly 27.66 feet of Lots 20-32, Block 4, said Riverfront Addition to Wenatchee, and the TRUE POINT OF

BEGINNING for said line: thence North 60°40'31" East 77.72 feet, more or less, to the West boundary of said Chelan P.U.D. Exhibit "R" Wenatchee River Front Park Site Boundary and the TERMINUS for said line.

Parcel D-2

That portion of Block 4, Riverfront Addition to Wenatchee, according to the plat thereof, recorded in Volume 2 of Plats, Page 64, described as follows:

The easterly 27.66 feet of Lots 20- 32, said Block 4, measured parallel to the East line thereof and vacated alley laying between said easterly 27.66 feet of said Lots 20 & 21, which would attach by operation of law;

TOGETHER WITH that portion of vacated Palouse Street adjacent to said Easterly 27.66 feet of Lot 32 lying South of the West boundary of Chelan County P.U.D. Exhibit "R" Wenatchee River Front Park Site Boundary as recorded in Book 15 of Surveys, Pages 65 and 66, Chelan County, Washington, which would attach by operation of law;

TOGETHER WITH that portion of vacated River Street lying East of the East line of said Lots 20- 32, and of said Palouse Street, and lying West of the West boundary of Chelan County P.U.D. Exhibit "R" Wenatchee River Front Park Site Boundary as recorded in Book 15 of Surveys, Pages 65 and 66, Chelan County, Washington, which would attach by operation of law;

EXCEPT that portion thereof lying southerly of a line being more particularly described as follows:

Commencing at a 2" brass cap in a monument case at the intersection of Orondo Avenue and Worthen Street as defined by Record of Survey recorded under Auditor's File Number 2357990, records of said County; thence North 60°40'07" East 237.28 feet along the centerline of vacated Orondo Street, said Record of Survey, to a rebar and cap; thence North 29°19'29" West 166.68 feet along the westerly line of the easterly 27.66 feet of Lots 20-32, Block 4, said Riverfront Addition to Wenatchee, and the TRUE POINT OF BEGINNING for said line; thence North 60°40'31" East 77.72 feet, more or less, to the West boundary of said Chelan P.U.D. Exhibit "R" Wenatchee River Front Park Site Boundary and the TERMINUS for said line.

TOGETHER WITH THAT PORTION of Lot 1, Block 3 and vacated Palouse Street in the plat of River Front Addition to Wenatchee, as recorded in Volume 2 of plats, page 64, Chelan County, Washington, described as follows:

COMMENCING at the northwesterly corner of vacated Palouse Street also being the southwestly corner of said Lot 1, Block 3; thence along the easterly line of Worthen Street, North 31°58'50" West 5.07 feet to a 5/8" rebar representing the Chelan County PUD Exhibit R Boundary, also known as the Riverfront Park Boundary as shown on that survey recorded in Book 15, pages 65-66, records of said county; thence along the park boundary line, North 60°41'06" East 167.52 feet to the TRUE POINT OF BEGINNING of this description; thence continuing North 60°41'06" East 22.75 to a 5/8" rebar; thence South 74°22'17" East 106.07 feet to the Southwest corner of Lot 1, Block 5 of said plat; thence North 76°21'55" West 102.62 feet; thence South 60°40'07" West 22.72 feet; thence North 29°19'29" West 5.02 feet to the POINT OF BEGINNING, TOGETHER WITH any portion of vacated Palouse Street lying southerly of the above described parcel and easterly of the property deeded to the Port of Chelan County by deed recorded under Auditor File No. 2325097.

**TERMINATION OF AGREEMENT BETWEEN THE CITY OF WENATCHEE AND
THE PORT OF CHELAN COUNTY FOR
FY 2010 EDI-SPECIAL PROJECT NO. B-10-SP-WA-0157**

THIS TERMINATION OF AGREEMENT BETWEEN THE CITY OF WENATCHEE AND THE PORT OF CHELAN COUNTY FOR FY 2010 EDI-SPECIAL PROJECT NO. B-10-SP-WA-0157 ("Termination") is entered into this date by and between the City of Wenatchee, a Washington municipal corporation (the "City"), and the Port of Chelan County, a Washington municipal corporation (the "Port"). The City and the Port are sometimes collectively referred to herein as the "Parties" or individually as "Party."

RECITALS

- A. The City was awarded a grant from the United States Department of Housing and Urban Development in 2010 identified as EDI-Special Project No. B-10-SP-WA-0157 (the "Grant").
- B. The City and the Port entered into the Agreement Between the City of Wenatchee and the Port of Chelan County for FY 2010 EDI-Special Project No. B-10-SP-WA-0157 dated June 21, 2012 (the "Subrecipient Agreement"), wherein the Port assumed many of the obligations set forth in the Grant all as more fully set forth in the Subrecipient Agreement.
- C. The Grant was used in combination with other funds made available by the Port to construct the Pybus Market in Wenatchee. The Port leased the Pybus Market to the Pybus Market Charitable Foundation, a Washington nonprofit corporation (the "Foundation").
- D. Pursuant to a transaction closing of even date herewith, the Foundation is purchasing the Port's interest in the Pybus Market and the City is acquiring certain interests in the real property from the Foundation. Following closing, the Port will no longer have a real property interest in the property and improvements comprising the Pybus Market.
- E. As a condition to closing, the City will be assuming the obligations and commitments of the Grant and the Parties desire to terminate the Subrecipient Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the following provisions, the Parties agree as follows:

1. **Performance by Port.** The Parties agree that the Port has satisfied and fulfilled all of its obligations arising under or associated with the Subrecipient Agreement through the effective date of this Termination. The City agrees that the Port is relieved of any further responsibility or obligation under the Grant or the Subrecipient Agreement. The Port agrees to cooperate and

coordinate in the transfer of any records reasonably requested by the City associated with the Subrecipient Agreement.

2. **Assumption by City.** As of the effective date of this Termination, the City assumes all responsibility for compliance with and all obligations under the Grant, without recourse to the Port. The City shall be solely responsible for undertaking and completing any and all steps necessary to effectuate this termination as may be required by applicable state and federal laws and regulations. The City shall be solely responsible for taking and completing all steps and actions necessary to close the Grant, if any.

3. **Consent by City.** The City hereby consents to and approves the transaction from the Port to the Foundation closing of even date herewith. The City acknowledges that no covenants, restrictions or "Notice to Title" arising under the Grant or the Subrecipient Agreement have been recorded with the Chelan County Auditor associated with the Pybus Market property and that the City shall be solely responsible for recording any covenants, restrictions, or "Notice to Title" that may be required by the Grant (or which were anticipated by the Subrecipient Agreement). To the extent any approval under the Grant is required from any federal agency related to the transactions between the City, Port and Foundation closing of even date herewith, the City shall be solely responsible for seeking and obtaining said approval outside of the closing of the said transactions involving the Port, City and Foundation.

4. **Termination of Subrecipient Agreement; Release.** The Parties agree that the Subrecipient Agreement is terminated and of no further force or effect between the Parties as of the Effective Date. The City hereby completely releases and holds the Port harmless from and against any and all claims, of any kind or nature, known or unknown, arising from, associated with, or related to the Subrecipient Agreement and the Grant.

5. **Governing Law and Venue.** This Termination shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Assignment shall be conducted in Chelan County, Washington.

6. **Counterpart/Facsimile/E-mail.** This Termination may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, e-mail or other electronic means. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties. The facsimile, e-mail or electronic transmission of any signed original document, and retransmission thereof, shall be the same as delivery of an original. At the request of either party, or the closing agent, the Parties will confirm facsimile, e-mail or electronically transmitted signatures by signing an original document.

6. **Effective Date.** The "Effective Date" of this Termination shall be the date of the last signature set forth below.

CITY OF WENATCHEE

PORT OF CHELAN COUNTY

By: DRAFT
Frank Kuntz, Mayor
Date _____

By: DRAFT
_____, Executive Director
Date _____

ATTEST:

By: DRAFT
Tammy Stanger, City Clerk

**TERMINATION OF LOCAL REVITALIZATION FINANCING DISTRICT
WENATCHEE WATERFRONT DEVELOPMENT AGREEMENT**

THIS TERMINATION OF LOCAL REVITALIZATION FINANCING DISTRICT WENATCHEE WATERFRONT DEVELOPMENT AGREEMENT ("Agreement") is entered into this date by and between the City of Wenatchee, a Washington municipal corporation (the "City") and the Port of Chelan County, a Washington municipal corporation (the "Port"). The City and the Port are sometimes collectively referred to herein as the "Parties" or individually as "Party."

RECITALS

- A. The City and the Port entered into the Local Revitalization Financing District - Wenatchee Waterfront Development dated June 14, 2012 (the "LRF Agreement"), regarding the use of local revitalization financing for the development of the Pybus Market.
- B. Pursuant to Resolution 2012-40, adopted by the City, the City obtained a permanent public use easement from the Pybus Market Charitable Foundation, an IRC 501(c)(3) nonprofit entity (the "Foundation"). This acquisition was referenced in the LRF Agreement.
- C. The City and the Port entered into the Local Revitalization Financing District - Wenatchee Waterfront Development Addendum No. 1 Regarding Pedestrian Access and Connection dated September 26, 2013 (the "Addendum No. 1").
- D. The City and the Port entered into the Local Revitalization Financing District - Wenatchee Waterfront Development Addendum No. 2 Regarding Pedestrian Access and Connections dated November 15, 2013 (the "Addendum No. 2").
- E. The Port has been reimbursed for the "Contractual Obligations" arising under Section 4.2.2 of the LRF Agreement in the amount of \$1,350,000.
- F. There remains certain Contractual Obligations associated with the LRF Agreement to improve the entry and gateway into the Pybus Market referred to in the LRF Agreement as the "Orondo Gateway". The remaining Contractual Obligations associated with the Orondo Gateway total \$240,000 ("Remaining LRF Commitment").
- G. The Foundation has entered an agreement to purchase the Pybus Market from the Port. The purchase is expressly conditioned on the simultaneous termination of other agreements, including the Lease and related agreements between the Port and the Foundation, the termination of the HUD-EDI Grant Subrecipient Agreement between the Port and the City, and the termination of the LRF Agreement between the City and the Port.

- H. The Port and the City desire to terminate the LRF Agreement and the obligations set forth therein, on the condition that the Remaining LRF Commitment mentioned above associated with the Orondo Gateway is the subject of a separate commitment between the City and the Foundation.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the following provisions, the Parties agree as follows:

1. **Contingency.** This Agreement and the simultaneous closing of the purchase of the Pybus Market by the Foundation are expressly conditioned upon the Foundation and the City entering a separate agreement wherein the City commits not less than the Remaining LRF Commitment toward future improvements at the Pybus Market.
2. **Termination of LRF Agreement.** The City agrees that all obligations and commitments of the Port in the LRF Agreement have been satisfied and fulfilled and that the Port is relieved of any further responsibility or obligation under the LRF Agreement. The City and the Port agree that the LRF Agreement, and all addenda thereto, are terminated and of no further force or effect between the Parties as of the Effective Date. The Port agrees to cooperate in the transfer of any records reasonably requested by the City associated with the LRF Agreement. The City shall be solely responsible for undertaking and completing any and all steps necessary to effectuate this termination as may be required by applicable state and federal laws and regulations.
3. **Intent; Release.** As a result of the transactions of even date herewith, it is the intent of the Parties that the contractual commitments between the Port and the City involving the Pybus Market are deemed satisfied and will not survive the closing of said transactions. The City hereby completely releases and holds the Port harmless from and against any and all claims, of any kind or nature, known or unknown, arising from, associated with, or related to the LRF Agreement.
4. **Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Assignment shall be conducted in Chelan County, Washington.
5. **Counterpart.** This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart or by electronic means. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties. The e-mail or electronic transmission of any signed original document, and retransmission thereof, shall be the same as delivery of an original. At the request of either party, the parties will confirm e-mail or electronically transmitted signatures by signing an original document.

6. **Effective Date.** The "Effective Date" of this Agreement shall be the date of the last signature set forth below.

IN WITNESS WHEREOF, the Parties have executed this Agreement dated as set forth above and effective and binding upon the City upon the occurrence of the events set forth herein.

CITY OF WENATCHEE

PORT OF CHELAN COUNTY

By: DRAFT _____
Frank Kuntz, Mayor

By: DRAFT _____
Patrick Jones, Executive Director

ATTEST:

By: DRAFT _____
Tammy Stanger, City Clerk

Proclamation

WHEREAS, every missing person is someone's son or daughter, father or mother, brother or sister, husband or wife, and there are families in Washington State dealing with the profound devastation of a loved one that is missing with more than 100 persons remaining to be identified; and

WHEREAS, law enforcement relies on the community and media as partners in its search for missing persons and, in particular, for those whose cases remain open; and

WHEREAS, all missing persons should be reported to the police as soon as possible, with information such as the last known location and a physical description that includes what clothing the person was wearing, and it is important to keep current photos of loved ones available to provide should they go missing; and

WHEREAS, families can take steps to prevent child abduction by knowing where their children play, knowing who their friends are and talking with them about their safety at home, at school, and on the internet; and

WHEREAS, all missing person's deserved to be searched for, regardless of their age, and our awareness, support, efforts and search for missing persons must continue; it is crucial that we keep missing persons awareness a priority in our communities; and

WHEREAS, this proclamation invites and urges citizens, law enforcement agencies, family services agencies and other suitable organizations to observe missing & unidentified person month through appropriate activities;

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the State of Washington, do hereby proclaim May, 2017 as **Missing & Unidentified Person's Month** in Wenatchee, Washington, I ask all citizens to join me in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Wenatchee to be affixed on this 23rd day of March, 2017.

/s/ Frank J. Kuntz

Frank J. Kuntz, Mayor

Proclamation

*of the City of Wenatchee, Washington
National Crime Victims' Rights Week
April 2-8-2017*

WHEREAS, Americans are the victims of more than 26 million crimes each year and crime can touch the lives of anyone regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status;

WHEREAS, many victims face challenges in finding appropriate services, including victims with disabilities, young victims of color, deaf and hard of hearing victims, LGBTQ victims, tribal victims, elder victims, victims with mental illness, immigrant victims, teen victims, victims with limited English proficiency, and others;

WHEREAS, the entire community has a role to play;

WHEREAS, involving survivors helps victim service providers and criminal justice professionals understand the culture, values, and expectations of under- and unserved victims who seek assistance and justice;

WHEREAS, engaging victims' communities and learning from leaders about their unique needs helps service providers foster a supportive and culturally relevant atmosphere in which victims seek help and healing;

WHEREAS, incorporating communities' existing experts and trusted sources of support into efforts to fully serve survivors will develop a criminal justice system response that is truly accessible and appropriate for all victims of crime;

WHEREAS, victims know best how to direct and manage their own lives, and true recovery from crime will incorporate a victim's cultural, religious, economic, social, and personal interests;

WHEREAS, with the full weight of their community and victim service providers behind them, survivors will feel empowered to face their grief, loss, fear, anger, and shame, without fear of judgment and will feel understood and worthy of support;

WHEREAS, National Crime Victims' Rights Week, April 2-8, 2017, is an opportune time to commit to ensuring that all victims of crime – even those who are challenging to reach or serve – are offered culturally and linguistically accessible and appropriate services in the aftermath of crime; and

WHEREAS, the City of Wenatchee is dedicated to building partnerships with trusted sources of support, including community leaders, religious groups, schools and other agencies to better reach and serve all victims of crime, no matter their community;

NOW, THEREFORE, I, Frank J. Kuntz, as Mayor of the City of Wenatchee do hereby proclaim the week of April 2-8, 2017 as **CRIME VICTIMS' RIGHTS WEEK** and reaffirm this city's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and to express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Wenatchee to be affixed on this 23rd day of March, 2017.

/s/ Frank J. Kuntz

Frank J. Kuntz, Mayor

Proclamation

Of the City of Wenatchee, Washington

WHEREAS, Take Pride in America and The Greater Wenatchee Arbor Day Committee have distributed trees in NCW for 28 years, and

WHEREAS, Arbor Day celebrations have provided over 175,000 trees to be planted in our area, and

WHEREAS, Trees, a renewable resource, cool our homes, clean the air we breathe and provide food and shelter for birds and other wildlife, and

WHEREAS, Planting trees beautifies our community and provides a healthy, happy family activity, and

WHEREAS, Trees will be distributed on Saturday, April 15th in Wenatchee at Walla Walla Point Park, in Cashmere at Martins Market, in Leavenworth at the national fish hatchery, in Entiat at the city hall, and in Orondo at the Market Place, and

Now, Therefore, I Frank Kuntz, Mayor of the City of Wenatchee hereby proclaim that April 15th 2017 is ARBOR DAY in the City of Wenatchee, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our community urban forestry resources, and further, I urge all citizens to plant trees to gladden the heart and promote the wellbeing of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Wenatchee to be affixed on this 23rd day of March, 2017.

/s/ Frank J. Kuntz

Frank Kuntz, Mayor

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Resolution 2017-19

DATE: March 20, 2017

The City of Wenatchee's Diversity Advisory Committee has two student positions which are open. They were pleased to receive an application from Chris Danko. He is a junior at Wenatchee High School. He attended their retreat in February and their regular meeting on March 8th where he was interviewed and recommended for appointment. His application follows.

Action Requested: City Council motion to approve Resolution 2017-17 appointing Christopher Danko to school year terms on the City's Diversity Advisory Committee ending June 2018.



City of Wenatchee
Volunteer Commission and Board Application

COMMISSION/BOARD INFORMATION

Board (s) I would like to be considered for: (If more than one, please rank them in order of preference)

- | | |
|--|---|
| <input type="checkbox"/> Arts, Recreation & Parks Commission | <input type="checkbox"/> Greater Wenatchee Regional Events Center PFD Board |
| <input type="checkbox"/> Cemetery Advisory Board | <input type="checkbox"/> Historic Preservation Board |
| <input type="checkbox"/> Civil Service Board | <input type="checkbox"/> Lodging Tax Advisory Committee |
| <input type="checkbox"/> Code Enforcement Board | <input type="checkbox"/> Planning Commission |
| <input checked="" type="checkbox"/> Diversity Advisory Committee | <input type="checkbox"/> Tourism Promotion Area Board |

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

Residency Requirement: Applicants must reside within the City Limits of Wenatchee except the Arts Commission, Diversity Advisory Committee, Historic Preservation Board, and the Parks & Recreation Advisory Board

Last Name: Danks First Name: Christopher Initial: P.

Physical Address: 1911 Harbel Street City: Wenatchee Zip: 98801

Mailing Address: _____ City: _____ Zip: _____

Day Phone: (509)-264-5481 Evening Phone: (509)-264-5481

E-mail: christopher.danks.01@gmail.com Years lived in Wenatchee Valley: 8

Occupation: Sports Reporter Years of Experience: 4 months

Work Address: 14 N Mission Street City: Wenatchee Zip: 98801

Education and Formal Training: Through 10th Grade

Have you ever been convicted of a felony or released from prison? Yes No
(A conviction record will not necessarily bar you from serving. Factors such as the nature and gravity of the crime, the length of time that has passed since the conviction and/or completion of any sentence, and the nature of the position for which you have applied will be considered.)

Volunteer/Community Experience:

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: Writing, public speaking

Experience related to the Commission/Board: My experience with Public Service is limited, but my exposure to diversity has been fortunately broad. I have worked with transgender students during my time at the Wenatchee World, and I am blessed to work with Latino students at the high school every day.

Why are you seeking this appointment? It is my relationships with Latino students, LGBTQT students, and students that fall in all variety of categories that make me passionate about diversity. Providing a voice for the youth in our community could provide a valuable way to shine light on its diverse makeup.

Would any conflict of interest be created as a result of your appointment? Yes No

If yes, please explain: _____

REFERENCES

Name: Chris Cloke
Address: 1101 Millerdale City: Wenatchee Zip: 98801
Phone: (509) 663-8117 ext. 260 Email: cloke.c@wenatcheeschools.org
Occupation: English Teacher Years known: 2

Name: _____
Address: _____ City: _____ Zip: _____
Phone: _____ Email: _____
Occupation: _____ Years known: _____

Name: _____
Address: _____ City: _____ Zip: _____
Phone: _____ Email: _____
Occupation: _____ Years known: _____

AFFIDAVIT OF APPLICANT

I, Christopher Paul Danko, do hereby certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I also understand that this completed application may be made available for public inspection.

Chris Danko
(Signature)
Date: 1/30/17



**City of Wenatchee
Volunteer Board, Commission and Committee Responsibilities**

To be selected and serve as a City of Wenatchee volunteer Board, Commission or Committee Member is a high honor and provides an unusual opportunity for genuine public service. Although the specific duties of each of the City's Boards vary widely with the purpose for which they are formed, there are certain responsibilities that are common to all members. As a volunteer Board, Commission or Committee representative of the City of Wenatchee, I agree to:

1. Understand my role and scope of responsibility. I will be informed of the individual group's scope of responsibility and operating procedures.
2. Represent the majority views of the group. Individual "opinions" to the public and press are discouraged, and, if given, must be identified as such.
3. Practice open and accountable government. I will be as open as possible about my decisions and actions, and also protect confidential information.
4. Represent the public interest and not special interest groups.
5. Not make decisions in order to gain financial or other benefits for myself, my family, or friends.
6. Serve as a liaison between the City and its citizens and can help reconcile contradictory viewpoints and to build a consensus around common goals and objectives. I will serve as a communication link between community, staff, and City, representing City programs and recommending and providing a channel for citizen expression.
7. Understand my role as a supportive relationship with the City Council and City staff and to follow the proper channel of communication through the designated staff person providing support for the group.
8. Do my homework and be thorough in recommendations. I will review agenda items under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. My conclusions will be based on careful preparation to strengthen the value of the group's recommendation.
9. Adhere to the highest standards of integrity and honesty in all endeavors and strive to safeguard the public trust. I shall announce any direct or remote conflict of interests prior to the discussion (RCW 42.36).
10. Understand that my authority is limited to decisions made by the group, and that in most cases, the decisions are advisory.
11. Understand that in my role I recommend policy while administrators and staff carry out approved policy.
12. Establish a good working relationship with fellow group members. I will respect individual viewpoints and allow other members time to present their views fully before making comments. I will be open and honest and welcome new members.
13. Not use or involve my membership in the conduct of political activities. However, I am not restricted from participating in political activities outside of my involvement in the group.

I hereby pledge to be positive in my role as a volunteer with the City and accept responsibility for my participation.

Signed: Chris Fisher Date: 1/30/17

RESOLUTION NO. 2017-19

A RESOLUTION, appointing a student member to the Diversity Advisory Committee for the 2017-2018 school year.

WHEREAS, Christopher Danko has expressed an interest in serving as a student member of the City of Wenatchee Diversity Advisory Committee for the 2017-2018 school year.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following appointment, commencing immediately, to the Diversity Advisory Committee for the term noted:

NAME & ADDRESS

TERM EXPIRES

Christopher Danko
1911 Harbel Street
Wenatchee, WA 98801

June 2018

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

CITY OF WENATCHEE, a Municipal
Corporation

By _____
FRANK KUNTZ, Mayor

ATTEST:

By _____
TAMMY L. STANGER
City Clerk

APPROVED:

By _____
STEVE D. SMITH, City Attorney

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Jeremy Hoover, P.E., Senior Engineer, Utilities



SUBJECT: Schedule a Public Hearing for Assignment of Sewer Connection Charges for the West Springwater Ave Sewer Extension, Project #1612

DATE: March 17, 2017

MEETING DATE: March 23, 2017

I. PROJECT OVERVIEW

This project included the construction of 2,380 feet of new 8 inch diameter sanitary sewer main line in Springwater Avenue west of Western Avenue. The project installed main line pipes, manholes, 4 inch side-sewer pipes to developed properties.

The contract, awarded in August of 2016 to Hurst Construction, LLC, was completed in November of 2016. Engineering services were performed by RH2 Engineers with additional construction materials testing services provided by CSI. Construction inspection activities for the project were performed with City staff and in-house resources. External design, construction, and testing expenditures for the project totaled \$519,754.56.

Subsequent to final project closeout, RH2 Engineering was tasked with updating the initial project engineering report to reflect the changes and generate a cost allocation table for the purpose of creating an assessment role to use in assigning proportional costs to benefitting properties. The map of affected properties is attached for reference.

II. ACTION REQUESTED

Staff requests a motion to approve Resolution number 2017-18 scheduling a public record hearing to hear a request to enter into a Sewer Mainline Reimbursement Agreement establishing connection fees for the properties along west Springwater Avenue.

III. FISCAL IMPACT Submitted to the Finance Committee Yes (No)

No additional funding is requested at this time.

IV. PROPOSED PROJECT SCHEDULE

In order to allow time for public advertisement, the proposed hearing is anticipated to be held on April 27, 2016.

V. REFERENCE(S)

1. Map of Benefitted Properties
2. Resolution to Establish a Hearing Date

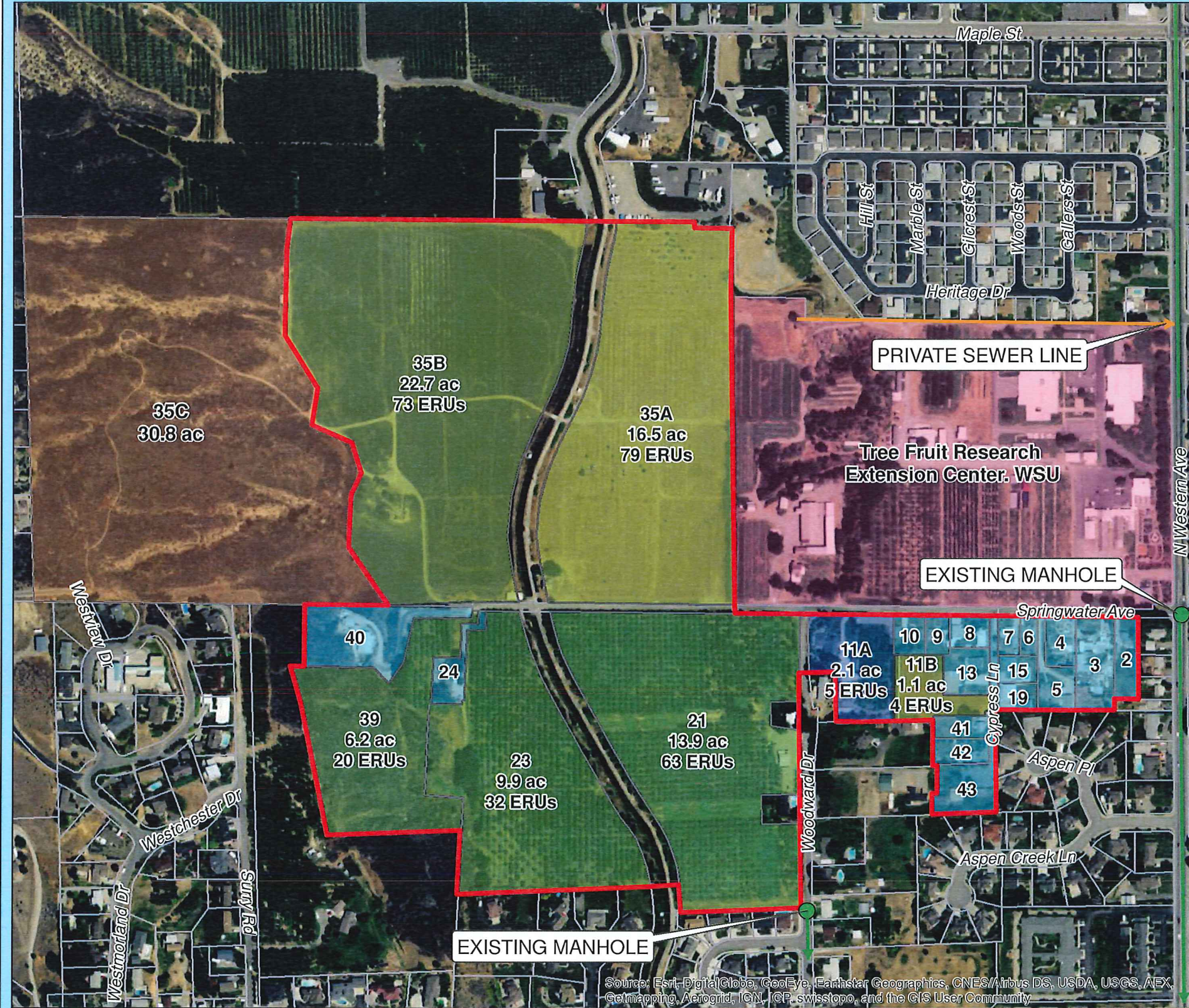
VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Matt Leonard, Public Works Director
Gary Owen, City Engineer
Brad Posenjak, Finance Director



City of Wenatchee

Figure 1 - West Springwater Avenue Sub-basin Sewer Analysis (Revised for Final Assessment 02/20/2017)



No.	Parcel Number	Situs No.	Street	Owner Name	Acres	ERUs ¹	GPD
Developed Property - Assumed 1 ERU							
2	222005110100	1807	SPRINGWATER AVE	COSSIO RUBEN R	0.45	1	250
3	222005110150	1809	SPRINGWATER AVE	SNYDER ROBERT J	0.91	1	250
4	222005110200	1813	SPRINGWATER AVE	WARREN WILLIAM/JENNIF	0.42	1	250
5	222005110225	1815	SPRINGWATER AVE	MC CLURE MARY FRAN	0.55	1	250
6	222005110250	1819	SPRINGWATER AVE	HOWELL RUTH L	0.21	1	250
7	222005110300	1821	SPRINGWATER AVE	GOETZ MICHAEL G	0.29	1	250
8	222005110350	1901	SPRINGWATER AVE	ANDERSEN FAMILY REV LIVTRT	0.35	1	250
9	222005110400	1905	SPRINGWATER AVE	SPARKS JAY A ETAL	0.26	1	250
10	222005110450	1909	SPRINGWATER AVE	YEAGER DEAN R	0.36	1	250
13	222005110600	1018	CYPRESS LN	SPRINGWATER PROPERTIES LLC	0.68	1	250
15	222005110650	1019	CYPRESS LN	WHITE KIMBERLY J	0.31	1	250
19	222005110850	1017	CYPRESS LN	FLONES MARK A	0.33	1	250
24	222005780285	2119	SPRINGWATER AVE	CARR HUGH C	0.52	1	250
40	222005780275	2121	SPRINGWATER AVE	CENTRAL CASCADE PROPERTIES LLC	2.00	1	250
41	222005110900	1006	CYPRESS LN	WHITING BRADLEY D	0.44	1	250
42	222005110950	1004	CYPRESS LN	HARMON THOMAS D	0.39	1	250
43	222005111010	1000	CYPRESS LN	EDWARD L SIMMONS & RUTH A SIMMONS TRUSTEES	0.94	1	250
					Total Developed: 9.41 ac	17	4,250
Developable Property - RL is 6 ERUs per acre; RS is 4 ERUs per acre							
					Raw Acres	80% Acres ²	
11B	222005110601		CYPRESS LN	HANSEN SCOTT N & SABRINA D TRUSTEES	1.12	0.90	4
21	222005120100		WOODWARD DR	BEACONSFIELD ASSOCIATES II	13.16	10.53	63
23	222005120200		SPRINGWATER AVE	PINE SHADOW LAND CO LLC	9.91	7.93	32
35A	232032430100	2106	SPRINGWATER AVE	WENATCHEE SCHOOL DISTRICT NO 246	16.48	13.18	79
35B	232032430100	2106	SPRINGWATER AVE	WENATCHEE SCHOOL DISTRICT NO 246	22.69	18.15	73
39	222005780283		SPRINGWATER AVE	PINE SHADOW LAND CO LLC	6.26	5.01	20
					Total Developable: 55.7 ac	271	67,750
Developed/Developable Property							
11A	222005110500	1921	SPRINGWATER AVE	HANSEN SCOTT N & SABRINA D TRUSTEES	2.12	5	1,250
					Total Developed/Developable: 2.12 ac	5	1,250
Steep Slope - Assumed Unbuildable							
35C	232032430100	2106	SPRINGWATER AVE	WENATCHEE SCHOOL DISTRICT NO 246	30.75	-	-

¹ ERUs are rounded to the nearest whole number.

² 20 percent deduction applied to all developable property area to account for roads and other civil infrastructure.

Total Acreage:	67.2 ac
Total ERUs at Buildout in Basin:	293 ERUs
Total Flow assumed at Buildout:	73,250 GPD
Total Flow assumed Peak Hour:	203 GPM

Developed
 Developed/Developable
 Steep Slopes
 Sewer Line
 Developable
 Different Sewer Basin
 Parcels
 Sewer Sub-basin Boundary

N

 0 400 800
 Feet
 1 in = 400 ft

RESOLUTION NO. 2017-18

A RESOLUTION, setting the hearing date relative to approve and establish Sanitary Sewer Connection Fees for properties along the Springwater Avenue right-of-way west of Western Avenue.

WHEREAS, the City of Wenatchee seeks reimbursement in the form of connection fees for the costs associated with the design and construction of the West Springwater Sanitary Sewer Extension Project No. 1612.

NOW, THEREFORE, be it resolved by the City Council of the City of Wenatchee, as follows:

SECTION I

That Thursday, the 27th day of April, 2017, at the hour of 5:15 o'clock p.m., or as soon thereafter as the matter may be heard, on said day, in the City Council chambers at the City Hall in the City of Wenatchee, Chelan County, Washington, be and the same is hereby fixed as the time and place when said matter shall be heard and determined.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE
at a regular meeting thereof this 23rd day of March, 2017.

CITY OF WENATCHEE, a Municipal
corporation

By: _____
Frank Kuntz, Mayor

ATTEST:

By: _____
TAMMY L. STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Matt Leonard, P.E., Public Works Director 

SUBJECT: Convention Center Audio and Visual Improvements - Project No. 1708
Authorization to Award Construction Contract

DATE: March 17, 2017

MEETING DATE: March 23, 2017

I. OVERVIEW

The Audio and Visual equipment that was installed in 2008 is in need of replacement. The existing equipment has become obsolete and fails to meet the current needs for the Convention Center. The total cost to install the existing audio and visual equipment in 2008 was approximately \$560,000.00

An application for Lodging Tax Advisory Committee, LTAC, funding was made in 2016 to replace the projectors only and we were awarded \$130,000.00 in funding. Since then more equipment has failed and additional funding was requested to replace the entire audio and visual system at the Wenatchee Convention Center. The proposed project number 1708 will provide and install the following:

- Camera tracking system for the Grand Apple Ballroom.
- Wiring and Audio and Visual controls throughout the facility.
- Projectors in the Grand Apple Ballroom
- Projectors in the Orchard Exhibit Hall
- Projectors in the Gold Delicious rooms
- Projectors in the Blossom Harvest rooms
- Projectors in the Red Delicious rooms
- Projectors in the Gala rooms
- Projectors in the Fuji rooms
- Install monitors in the first and second floor lobbies
- Install meeting room electronic signs for scheduling
- Install wireless mics

Staff worked with Avidex and Troxell Communications to develop project costs for the scope as indicated above. To avoid having to develop full bid documents we utilized bid cooperatives to meet these requirements and to provide for a more streamlined process. Avidex didn't provide an exact price but provided a cost range between \$550,000.00 to \$600,000.00 before tax depending on issues that may come up during the project development process. Troxell Communications Inc. made several site visits and provided a comprehensive bid for \$464,767.46.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

II. ACTION REQUESTED

Staff recommends the City Council authorize the mayor to sign the contract for construction of the Convention Center Audio/Visual Improvements, Project #1708 with Troxell Communications in the amount of \$464,767.46 plus WSST.

III. FISCAL IMPACT Submitted to the Finance Committee (Yes) No

This project will be 100% funded with Lodging Tax funds.

IV. PROPOSED PROJECT SCHEDULE

Construction on the project is expected to start in April with substantial completion by July 1, 2017.

V. REFERENCE(S)

1. Troxell Communications Inc. Quote

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Brad Posenjak, Finance Director



Audio•Video•Sales•Design•Service•Installation
 7829 Center Blvd SE
 Suite 213
 Snoqualmie, WA 98065

Quote Number Q460620299

March 8, 2017

QUOTED TO

TROXELL CONTACT

Account: City Of Wenatchee
 Contact: Kyle McCubbin
 Address:
 Wenatchee, WA 98801
 (509)662-4411

Account Executive: Andy Lusk
 Email: andy.lusk@trox.com
 Phone: (800)578-8858 x4606
 Fax: (425)831-8591

I'm pleased to provide you with the following quote. For audit verification, please be sure you include any applicable contract # on your order.

Andy Lusk 360-621-1755 andy.lusk@trox.com

Terms Net 30 FOB Destination Customer # 24112 Expires 04/08/17

Item #	Description	Unit Price	Qty	Ext. Price
Tracking Camera System				
1	AW-HE130K	9107.00	1	9107.00
2	AW-SF100	1785.00	1	1785.00
3	NB-UIM-AWHE120	370.00	1	370.00
GAB Control Room				
4	QSC I/O FRAME	1666.00	1	1666.00
5	QSC CIML4	223.00	4	892.00
6	QSC I/O FRAME	1666.00	1	1666.00
7	QSC CIML4	223.00	2	446.00
8	QSC I/O FRAME	1666.00	1	1666.00
9	QSC COL4	201.00	3	603.00
Equipment Rooms: Rm 102 (Orchard)				
10	QSC I/O FRAME	1666.00	1	1666.00
11	QSC CIML4	223.00	4	892.00
12	QSC I/O FRAME	1666.00	1	1666.00
13	QSC COL4	201.00	2	402.00
Equipment Rooms: Service Corridor (Classrooms)				
14	QSC CORE 500I	4523.00	1	4523.00
15	QSC CIML4	223.00	2	446.00
16	QSC COL4	201.00	6	1206.00
17	QSC CX204V	1077.00	1	1077.00
18	QSC I/O FRAME	1666.00	2	3332.00
19	QSC CIML4	223.00	8	1784.00
Equipment Rooms: Office Storage				
20	CRESTRON DMTX200C2GW7	833.00	1	833.00
21	QSC I/O FRAME	1666.00	1	1666.00



We offer competitively priced extended warranties on much of the equipment we sell. Please contact your account executive for more details.

Item #	Description	Unit Price	Qty	Ext. Price
22	QSC CIML4	223.00	1	223.00
23	QSC COL4	201.00	1	201.00
	Grand Apple Ballroom: North			
24	CRESTRON DMTX200C2GWT	833.00	1	833.00
25	DIGITAL PROJECTION 8500	12496.00	1	12496.00
26	CHF CHFVCMUW HEAVY DUTY UNIVERSAL PROJECTOR MOUNT - W	312.00	1	312.00
27	PROJECTOR LENS	1246.00	1	1246.00
	Grand Apple Ballroom: South			
28	CRESTRON DMTX200C2GWT	833.00	2	1666.00
29	DIGITAL PROJECTION 8500	12496.00	1	12496.00
30	CHF CHFVCMUW HEAVY DUTY UNIVERSAL PROJECTOR MOUNT - W	312.00	1	312.00
31	PROJECTOR LENS	1246.00	1	1246.00
	Orchard Room Exhibition Hall: North			
32	CRESTRON DMTX200C2GWT	833.00	1	833.00
33	DIGITAL PROJECTION 8500	12496.00	1	12496.00
34	CHF CHFVCMUW HEAVY DUTY UNIVERSAL PROJECTOR MOUNT - W	312.00	1	312.00
35	PROJECTOR LENS	1246.00	1	1246.00
	Orchard Room Exhibition Hall: South			
36	CRESTRON DMTX200C2GWT	833.00	1	833.00
37	DIGITAL PROJECTION 8500	12496.00	1	12496.00
38	CHF CHFVCMUW HEAVY DUTY UNIVERSAL PROJECTOR MOUNT - W	312.00	1	312.00
39	PROJECTOR LENS	1246.00	1	1246.00
	Classroom "Gold Delicious": West			
40	CRESTRON DMTX200C2GWT	833.00	1	833.00
41	DIGITAL PROJECTION 6500	8571.00	1	8571.00
42	CHF CHFVCMUW HEAVY DUTY UNIVERSAL PROJECTOR MOUNT - W	312.00	1	312.00
43	PROJECTOR LENS	416.00	1	416.00
	Classroom "Blossom Harvest": West			
44	CRESTRON DMTX200C2GWT	833.00	1	833.00
45	DIGITAL PROJECTION 6500	8571.00	1	8571.00
46	CHF CHFVCMUW HEAVY DUTY UNIVERSAL PROJECTOR MOUNT - W	312.00	1	312.00
47	PROJECTOR LENS	416.00	1	416.00



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Item #	Description	Unit Price	Qty	Ext. Price
Classroom "Red Delicious": West				
48	CRESTRON DMTX200C2GWT	833.00	1	833.00
49	DIGITAL PROJECTION 6500	8571.00	1	8571.00
50	CHF CHFVCMUW HEAVY DUTY UNIVERSAL PROJECTOR MOUNT - W	312.00	1	312.00
51	PROJECTOR LENS	416.00	1	416.00
Classroom "Gala": 1 (West)				
52	CRESTRON DMTX200C2GWT	833.00	1	833.00
53	DIGITAL PROJECTION 6500	8571.00	1	8571.00
54	CHF CHFVCMUW HEAVY DUTY UNIVERSAL PROJECTOR MOUNT - W	312.00	1	312.00
55	PROJECTOR LENS	416.00	1	416.00
Classroom "Gala": 4 (East)				
56	CRESTRON DMTX200C2GWT	833.00	1	833.00
57	DIGITAL PROJECTION 6500	8571.00	1	8571.00
58	CHF CHFVCMUW HEAVY DUTY UNIVERSAL PROJECTOR MOUNT - W	312.00	1	312.00
59	PROJECTOR LENS	416.00	1	416.00
Classroom "Fuji": 1 (West)				
60	CRESTRON DMTX200C2GWT	833.00	1	833.00
61	DIGITAL PROJECTION 6500	8571.00	1	8571.00
62	CHF CHFVCMUW HEAVY DUTY UNIVERSAL PROJECTOR MOUNT - W	312.00	1	312.00
63	PROJECTOR LENS	416.00	1	416.00
Classroom "Fuji": 4 (East)				
64	CRESTRON DMTX200C2GWT	833.00	1	833.00
65	DIGITAL PROJECTION 6500	8571.00	1	8571.00
66	CHF CHFVCMUW HEAVY DUTY UNIVERSAL PROJECTOR MOUNT - W	312.00	1	312.00
67	PROJECTOR LENS	416.00	1	416.00
Lobby/Common Areas: First Floor				
68	SHA SHALC60LE661U 60IN LED SMART TV DIG TUNER/HD/THIN PROF	1388.00	2	2776.00
69	CHF CHFRXT2 XL UNIVERSAL TILT MOUNT	98.00	2	196.00
70	CEI CEIDMRMC4K100C 4K DM 8G RECEIVER / RM CONTROLLER 100	548.00	2	1096.00
71	KRA KRACHMHM3 CABLE HDMI-HDMI GOLD M/M 3FT	7.20	2	14.40



Item #	Description	Unit Price	Qty	Ext. Price
Lobby/Common Areas: Second Floor				
72	HIT HITCPWU8600WML7 PRO 8000 WH INCL ML-713 LENS HDBT HDMIX2(REGISTERED)	3875.00	1	3875.00
73	CHF CHFRPAUW UNIVERSAL RPA WHITE	102.00	1	102.00
74	CEI CEICBLHD3 CABLE CERTIFIED HDMI INTERFACE	27.50	1	27.50
75	CEI CEIDMRMC100C DIGITAL MEDIA 8 GB ROOM CONTROLLER	574.00	1	574.00
76	SHA SHALC60LE661U 60IN LED SMART TV DIG TUNER/HD/THIN PROF	1388.00	3	4164.00
77	CHF CHFRXT2 XL UNIVERSAL TILT MOUNT	98.00	3	294.00
78	CEI CEIDMRMC4K100C 4K DM 8G RECEIVER / RM CONTROLLER 100	548.00	3	1644.00
79	KRA KRACHMHM3 CABLE HDMI-HDMI GOLD M/M 3FT	7.20	3	21.60
80	CEI CEICBLHD3 CABLE CERTIFIED HDMI INTERFACE	26.20	1	26.20
81	CEI CEIDMTX201C DIGITALMEDIA 8GA STP TRANSMITTER	773.00	1	773.00
Equipment Rooms: Rm 102 (Orchard)				
82	SR-HD2700US	3250.00	1	3250.00
83	CEI CEICBLHD3 CABLE CERTIFIED HDMI INTERFACE	26.20	1	26.20
84	CEI CEIDMTX201C DIGITALMEDIA 8GA STP TRANSMITTER	773.00	1	773.00
Equipment Rooms: Service Corridor (Classrooms)				
85	CEI CEIAM101 AIRMEDIA PRESENTATION GATEWAY	963.00	4	3852.00
86	CEI CEICBLHD12 CABLE CERTIFIED HDMI INTERFACE	44.60	4	178.40
87	CEI CEIDMMD32X32 32X32 SWITCHER REQ DMC SER INPT CRDS	10249.00	1	10249.00
88	CEI CEIDMC4KCHDCP2 HDBASE T 4K DM 8G+ INPUT CARD DM SWITCHE	657.00	17	11169.00
89	CEI CEIDMC4KCOHDHDC 2CH HDBAST 4K DM 8G O/P CRD FOR DM SWTCH	776.00	9	6984.00
90	CEI CEIDMC4KHDHDCP2 4K HDMI INPUT CARD FOR DM SWITCHERS	487.00	5	2435.00



We offer competitively priced extended warranties on much of the equipment we sell.
Please contact your account executive for more details.

Item #	Description	Unit Price	Qty	Ext. Price
91	CEI CEIDMCSDI SDI INPUT CARD FOR DM SWITCHERS	717.00	1	717.00
92	CEI CEIDMPSU16 16 PORT PODM PWR SUP FOR DM SWITCH	1057.00	1	1057.00
93	CEI CEIDMPSU8 8 PORT PODM PWR SUP FOR DM SWITCH	728.00	1	728.00
94	Lighting CEI CEIDMTX201C DIGITALMEDIA 8GA STP TRANSMITTER	773.00	1	773.00
95	Equipment Rooms: GAB Control Room SR-HD2700US	3250.00	1	3250.00
96	Equipment Rooms: GAB Control Room CS-900 Interactive Technologies	3415.00	1	3415.00
97	MOD-RJ45 Interactive Technologies	1.19	4	4.76
98	Equipment Rooms: Rm 102 (Orchard) CS-800 Interactive Technologies CS-800	2677.00	1	2677.00
99	Control CONTROL CABLES	8459.00	1	8459.00
100	Control CEI CEITSW1052WS 10.1 IN TOUCH SCREEN- WHITE SMOOTH	1442.00	1	1442.00
101	Control CEI CEITSW1052WS 10.1 IN TOUCH SCREEN- WHITE SMOOTH	1442.00	1	1442.00
102	Control CEI CEITSW1052WS 10.1 IN TOUCH SCREEN- WHITE SMOOTH	1442.00	1	1442.00
103	Control CEI CEITSW1052WS 10.1 IN TOUCH SCREEN- WHITE SMOOTH	1442.00	1	1442.00
104	Classroom "Gold Delicious": East CEI CEIC2NCBDEWS CAMEO EXPRESS KEYPAD STD MOUNT WHITE S	169.00	1	169.00
105	Classroom "Gold Delicious": West CEI CEITSW752WS 7 IN TOUCH SCREEN- WHITE SMOOTH	964.00	1	964.00
106	Classroom "Blossom Harvest": East CEI CEIC2NCBDEWS CAMEO EXPRESS KEYPAD STD MOUNT WHITE S	169.00	1	169.00



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Item #	Description	Unit Price	Qty	Ext. Price
	Classroom "Blossom Harvest": West			
107	CEI CEITSW752WS 7 IN TOUCH SCREEN- WHITE SMOOTH	964.00	1	964.00
	Classroom "Red Delicious": East			
108	CEI CEIC2NCBDEWS CAMEO EXPRESS KEYPAD STD MOUNT WHITE S	169.00	1	169.00
	Classroom "Red Delicious": West			
109	CEI CEITSW752WS 7 IN TOUCH SCREEN- WHITE SMOOTH	964.00	1	964.00
	Classroom "Gala": 1 (West)			
110	CEI CEITSW752WS 7 IN TOUCH SCREEN- WHITE SMOOTH	964.00	1	964.00
	Classroom "Gala": 2			
111	CEI CEIC2NCBDEWS CAMEO EXPRESS KEYPAD STD MOUNT WHITE S	169.00	1	169.00
	Classroom "Gala": 3			
112	CEI CEIC2NCBDEWS CAMEO EXPRESS KEYPAD STD MOUNT WHITE S	169.00	1	169.00
	Classroom "Gala": 4 (East)			
113	CEI CEITSW752WS 7 IN TOUCH SCREEN- WHITE SMOOTH	964.00	1	964.00
	Classroom "Fuji": 1 (West)			
114	CEI CEITSW752WS 7 IN TOUCH SCREEN- WHITE SMOOTH	964.00	1	964.00
	Classroom "Fuji": 2			
115	CEI CEIC2NCBDEWS CAMEO EXPRESS KEYPAD STD MOUNT WHITE S	169.00	1	169.00
	Classroom "Fuji": 3			
116	CEI CEIC2NCBDEWS CAMEO EXPRESS KEYPAD STD MOUNT WHITE S	169.00	1	169.00
	Classroom "Fuji": 4 (East)			
117	CEI CEITSW752WS 7 IN TOUCH SCREEN- WHITE SMOOTH	964.00	1	964.00
	Equipment Rooms: GAB Control Room			
118	CEI CEIDINIO8 DIN RAIL VERSIPOINT MODULE	223.00	1	223.00
119	PKE PKESX24P 24 PORT POE+MANAGED SWITCH	1172.00	1	1172.00
120	PKE PKEGBICSMF	178.00	1	178.00
	Equipment Rooms: Rm 102 (Orchard)			
121	PKE PKESX24P 24 PORT POE+MANAGED SWITCH	1172.00	1	1172.00



Quote Number: Q460620299

Item #	Description	Unit Price	Qty	Ext. Price
122	PKE PKEGBICSMF Service Corridor (Classrooms)	178.00	1	178.00
123	LC-LC300	165.00	4	660.00
124	CEI CEICP3N ENHANCED 3 SERIES CONTROL SYSTEM	1566.00	1	1566.00
125	CEI CEIPW2420RU POWER SUPPLY 50 WATTS	160.00	1	160.00
126	PKE PKESX24P 24 PORT POE+MANAGED SWITCH	1172.00	1	1172.00
127	PKE PKEGBICSMF	178.00	3	534.00
128	PKE PKESX24P 24 PORT POE+MANAGED SWITCH	1172.00	1	1172.00
129	PKE PKEGBICSMF Equipment Rooms: Office Storage	178.00	1	178.00
130	CEI CEITSW1050TTKW TABLETOP KIT FOR TSW-1050 WHITE S	160.00	1	160.00
131	CEI CEITSW1052WS 10.1 IN TOUCH SCREEN- WHITE SMOOTH	1442.00	1	1442.00
132	MISC PARTS	13095.00	1	13095.00
133	LABOR	122591.00	1	122591.00
134	WIRELESS MICS see quote # Q460620298	30944.00	1	30944.00
135	SCHEDULE SIGNAGE see quote # Q460620308	29467.40	1	29467.40


Thank You,



Andy Lusk
Account Executive

Total 464767.46
Plus Applicable Tax

**Don't forget we are a great source for mounting hardware, screens, replacement lamps, carts, cables, etc...
WE CAN HELP YOU ACHIEVE YOUR GOALS!**

 We offer competitively priced extended warranties on much of the equipment we sell.
Please contact your account executive for more details.

TO: Mayor Frank Kuntz
City Council Members
FROM: Glen DeVries, Director
John Ajax, Planner
SUBJECT: Ordinance 2017-02; Moratorium Public Hearing / Work Plan
DATE: March 20, 2017 **MEETING DATE:** March 23, 2017

I. OVERVIEW

On January 23, 2017, a six-month emergency moratorium was enacted to allow time for research and development of code related to the establishment, siting, location, permitting, or licensing of these proposed smaller facilities in the right-of-way. State law requires that a Public Hearing be held within 60 days of the moratorium adoption. A tentative work plan has been developed and included for review / approval.

II. ACTION REQUESTED

Conduct a Public Hearing consistent with Ordinance 2017-02 enacting a six (6) month moratorium within the City of Wenatchee on the establishment, siting, location, permitting, or licensing of microcell, minor facilities and/or small cell facilities, as defined by RCW 80.36.375 or the Federal Communications Act of 1934, as amended, located in the public right of ways.

III. BUDGET IMPACTS

No direct impacts to the City budget.

IV. ATTACHMENT(S)

Ordinance 2017-02

V. ADMINISTRATIVE ROUTING

Tammy Stanger
Kim Schooley

Wireless Moratorium (Ord. 2007-02) Recommended Work Plan.

Tentative Timeline	Tasks	Notes
January 26, 2017	City Council Emergency Adoption of six-month Moratorium on wireless facilities within the right-of-way; Ord. 2017-02	Effective upon passage - requires Public Hearing within 60 days. Six months ends on July 26, 2017
March 23, 2017	CC Public Hearing on Ordinance 2017-02	Establishes moratorium work plan
March - May	Research small cell facilities and provide outreach to local utility providers (Chelan County PUD) understand their requirements. Meet with wireless company representatives to understand their needs. Begin initial code update framework.	
May 3, 2017	Present moratorium to Wenatchee Historic Preservation Board to obtain input on impacts to historic neighborhoods / buildings.	
May 17, 2017	Planning Commission Workshop to review draft code and provide recommendation to CC.	Provide draft for public / agency review.
<i>Option: Public Workshop</i>		
May 25, 2017	City Council Workshop to review PC recommendations for draft code update.	Conduct SEPA review analyzing environmental consequences that would result from the proposed changes.
June 5, 2017	Request Expedited Review - WA. State Department of Commerce.	<i>Need for additional time will be known by this date - potential extension of moratorium.</i>
June 22, 2017	CC Public Hearing for consideration of code adoption	If approved, Ord. effective 30 days after publication in newspaper. Publication terminal date June 26, 2016
July 26, 2017	Six month moratorium target end date	

ORDINANCE NO. 2017-02

AN ORDINANCE, adopting a six (6) month moratorium within the City of Wenatchee on the establishment, siting, location, permitting, or licensing of microcell, minor facilities and/or small cell facilities, as defined by RCW 80.36.375 or the federal Communications Act of 1934, as amended, located in the public right of ways.

WHEREAS, in 1934, Congress enacted the Communications Act of 1934, creating the FCC and granting it authority over common carriers engaged in the provision of interstate or foreign communications services; and

WHEREAS, in 1996 Congress enacted Pub. L. No. 104-104, 110 Stat. 70 (the "**1996 Act**"), amending the Communications Act of 1934 and implementing the regulations applicable to both wireless and wireline communications facilities for the purpose of removal of barriers to entry into the telecommunications market while preserving local government zoning authority except where specifically limited under the 1996 Act; and

WHEREAS, the City has adopted regulations that have been codified as part of the municipal code of the City establishing local requirements for the location, construction, and modification of wireless facilities; and

WHEREAS, in 2012 Congress passed the "Middle Class Tax Relief and Job Creation Act of 2012" (the "**Spectrum Act**") (PL-112-96; codified at 47 U.S.C. § 1455(a)); and

WHEREAS, Section 6409 (hereafter "**Section 6409**") of the Spectrum Act implements additional substantive and procedural limitations upon state and local

government authority to regulate modification of existing wireless antenna support structures and base stations; and

WHEREAS, Congress through its enactment of Section 6409 of the Spectrum Act, has mandated that local governments approve, and cannot deny, an application requesting modification of an existing tower or base station if such modification does not substantially change the physical dimensions of such tower or base station; and

WHEREAS, the 1996 Act empowers the Federal Communications Commission (the “**FCC**”) to prescribe such rules and regulations as may be necessary in the public interest to carry out the provisions of the 1996 Act, and subsequently added portions of the 1996 Act such as Section 6409; and

WHEREAS, on October 21, 2014, the FCC issued its report and order, WT Docket Nos. 13-238, 13-32; WC Docket No. 11-59; FCC 14-153, (the “**Report and Order**” or “**Order**”) clarifying and implementing statutory requirements related to state and local government review of infrastructure siting, including Section 6409, with the intent of facilitating and expediting the deployment of equipment and infrastructure to meet the demand for wireless capacity; and

WHEREAS, the rules adopted by the FCC in its Report and Order implementing Section 6409 are intended by the FCC to spur wireless broadband deployment, in part, by facilitating the sharing of infrastructure that supports wireless communications through incentives to collocate on structures that already support wireless facilities; and

WHEREAS, the Report and Order also adopts measures that update the FCC’s review processes under the National Environmental Policy Act of 1969 (“**NEPA**”) and section 106 of the National Historic Preservation Act of 1966 (“**NHPA**”), with a particular

emphasis on accommodating new wireless technologies that use smaller antennas and compact radio equipment to provide mobile voice and broadband service; and

WHEREAS, on January 5, 2015, the FCC released an Erratum to the Report and Order making certain amendments to the provisions of the Report and Order related to NEPA and Section 106 of the NHPA; and

WHEREAS, that part of the Report and Order related to implementation of Section 6409, amends 47 C.F.R. Part 1 (PART 1 – PRACTICE AND PROCEDURE) by adding new Subpart CC § 1.40001 and establishing both substantive and procedural limitations upon local government application and development requirements applicable to proposals for modification to an existing antenna support structure or an existing based station (“**Eligible Facility Request Rules**”); and

WHEREAS, the Order, among other things, defines key terms utilized in Section 6409, establishes application requirements limiting the information that can be required from an applicant, implements a 60 day review requirement and tolling provisions, establishes a deemed approved remedy for applications not timely responded to, requires cities to approve a project permit application requesting modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, and establishes development standards that govern such proposed modifications; and

WHEREAS, the Order was published in the Federal Register on Thursday, January 8, 2015, Federal Register; Vol. 80; No. 5, resulting in the Eligible Facility Request Rules becoming effective on April 8, 2016; and

WHEREAS, the City Council finds that it is required under Section 6409 of the Spectrum Act and the Eligible Facility Request Rules established in the Order, to adopt

and implement local development and zoning regulations that are consistent with Section 6409 and the Order; and

WHEREAS, the City of Wenatchee has not addressed regulations or controls specifically related to microcell, minor facilities and/or small cell facilities regulated by RCW 80.36.375 or the federal Communications Act of 1934, as amended (hereinafter “wireless facilities”); and

WHEREAS, City staff needs time to study the secondary land use impacts of wireless facilities and any desired development standards to appropriately handle those impacts in the public right of ways; and

WHEREAS, the Wenatchee City Council hereby finds that a moratorium to preserve the status quo is necessary until the City can study the appropriate land use and/or licensing regulations to address the new rules regarding wireless facilities in the public right of ways; and

WHEREAS, RCW 36.70A.390 authorizes the City Council to adopt a moratorium for a period of up to six (6) months if a public hearing on the proposal is held within at least 60 days of its adoption providing for the six (6) month moratorium period; and

WHEREAS, the City Council desires to impose a six (6) month moratorium on the establishment, siting, location, permitting, or licensing of wireless facilities in the public right of ways; and

WHEREAS, moratoriums enacted under RCW 36.70A.390 are methods by which local governments may preserve the status quo so that new regulations will not be rendered moot by intervening development; and

WHEREAS, the Wenatchee Municipal Code does not currently have comprehensive provisions addressing the establishment, siting, location, permitting, or licensing of wireless facilities in the public right of ways; and

WHEREAS, in conformity with the responsibilities of the City of Wenatchee to meet public safety, property or welfare requirements and provide zoning and land use regulations pursuant to state law, and the City's authority to regulate land use activities within its corporate limits, the City intends to develop appropriate zoning and licensing requirements for the establishment of wireless facilities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE, WASHINGTON, DO ORDAIN as follows:

SECTION I
Findings

The recitals set forth above are hereby adopted as the City Council's findings in support of the moratorium imposed by this Ordinance.

SECTION II
Moratorium Imposed

Pursuant to Washington State law, a moratorium is hereby enacted prohibiting within the City of Wenatchee the establishment, siting, location, permitting, and licensing of microcell, minor facilities and/or small cell facilities as defined by RCW 80.36.375 in the public right of ways. This moratorium does not apply to an eligible facilities request to modify existing wireless facilities pursuant to 47 C.F.R. § 1.40001 or Pub.L 112-96, Title VI, Section 6409 of the Spectrum Act (codified at 47 U.S.C. § 1455).

SECTION III
Effective Period for Moratorium

The moratorium set forth in this Ordinance shall be in effect for a period of six (6) months from the date this Ordinance is passed and shall automatically expire at the conclusion of that six (6) month period unless the same is extended by the City as provided in state law or unless terminated sooner by Ordinance.

SECTION IV
Work Program

The Mayor and other responsible staff are hereby authorized to study and address issues related to determining the impacts and necessary controls on wireless facilities in the public right of ways.

SECTION V
Public Hearing

A public hearing on the moratorium imposed herein shall be held on March 23, 2017, at 5:15 p.m., upon notice, in order to take testimony and to consider adopting further findings.

SECTION VI
Severability

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

SECTION VII
Effective Date

This Ordinance, as a public emergency ordinance necessary for the protection of public safety, property or welfare, shall take effect immediately upon passage by a majority plus one vote of the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY WENATCHEE,

at a regular meeting thereof, this 26 day of January, 2017.


CITY OF WENATCHEE,
a Municipal Corporation

By: 
FRANK KUNTZ, Mayor

ATTEST:

By: 
TAMMY L. STANGER, City Clerk

APPROVED:

By: 
STEVE D. SMITH, City Attorney

TO: Mayor Frank Kuntz
City Council Members

FROM: Matt Parsons, Associate Planner
Dave Erikson, Parks, Recreation, and Cultural Services Director

SUBJECT: Public Hearing – Annexation Ordinance 2017-05

DATE: March 20, 2017

MEETING DATE: March 23, 2017

I. OVERVIEW

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 area of 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.

Resolution 2017-16, approved on March 9, 2017, established a public hearing date of March 23, 2017 for final action on the annexation. Notice of the public hearing was published in the Wenatchee World on March 15, 2017.

II. ACTION REQUESTED

Staff is requesting the City Council conduct a public hearing and approve Ordinance 2017-05, providing for the annexation of property located southwest of the west end of Circle Street within Chelan County Assessor's Parcel #222016430050, classifying and zoning said property as Residential Single Family (RS), subject to the provisions of Ordinance No. 2007-34 and all subsequent amendments thereto.

III. FISCAL IMPACT

Submitted to the Finance Committee: No.

IV. PROPOSED PROJECT SCHEDULE

Upon approval, staff will notify local agencies and utility providers and forward the information to the State OFM for final verification.

V. ATTACHMENT(S)

1. Ordinance 2017-05

VI. MOTION

I move to approve Ordinance No. 2017-05.

VII. ADMINISTRATIVE ROUTING

Tammy Stanger

ORDINANCE NO. 2017-05

AN ORDINANCE, providing for the annexation for municipal purposes of certain property to the City of Wenatchee and classifying and zoning said property, subject to the provisions of Title 10 Zoning of the Wenatchee City Code.

WHEREAS, a proposal to annex for municipal purposes pursuant to RCW 35A.14.300 the real property hereinafter described was initiated by staff of the City of Wenatchee, and

WHEREAS, the applicable zoning for the annexed property will be Residential Single-Family (RS) as designated on the pre-annexation zoning map, and

WHEREAS, City Council of the City of Wenatchee considered all factors relative to the proposed annexation for municipal purposes, and

WHEREAS, the real property proposed to be annexed is owned in its entirety by the City of Wenatchee, and

WHEREAS, a review proceeding for said annexation for municipal purposes is not required pursuant to RCW 35A.14.220.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE DO ORDAIN as follows:

SECTION I

That the following described real property located in Chelan County, Washington, owned by the City of Wenatchee, to-wit:

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

and each and every part thereof be and the same is hereby annexed to the City of Wenatchee, State of Washington; and that the corporate limits of the City of Wenatchee be and they are hereby extended so as to include the property and territory hereinbefore fully described.

SECTION II

That the property described in Section I hereof be and the same is hereby classified and zoned as Residential Single-Family (RS). All such zoning and classification being subject to the provisions of Title 10 Zoning of the Wenatchee City Code.

SECTION III

The Comprehensive Plan shall be and hereby is amended to incorporate the provisions of this Ordinance.

SECTION IV

This Ordinance shall take effect immediately after passage and publication of such Ordinance once in *The Wenatchee World*, the same being the official newspaper of the City of Wenatchee, and the Clerk is hereby directed to cause the same to be so publicized. The Clerk is further directed to provide notice of the annexation to the county treasurer and assessor, and light, power and gas distribution businesses.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular meeting thereof, this 23rd 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

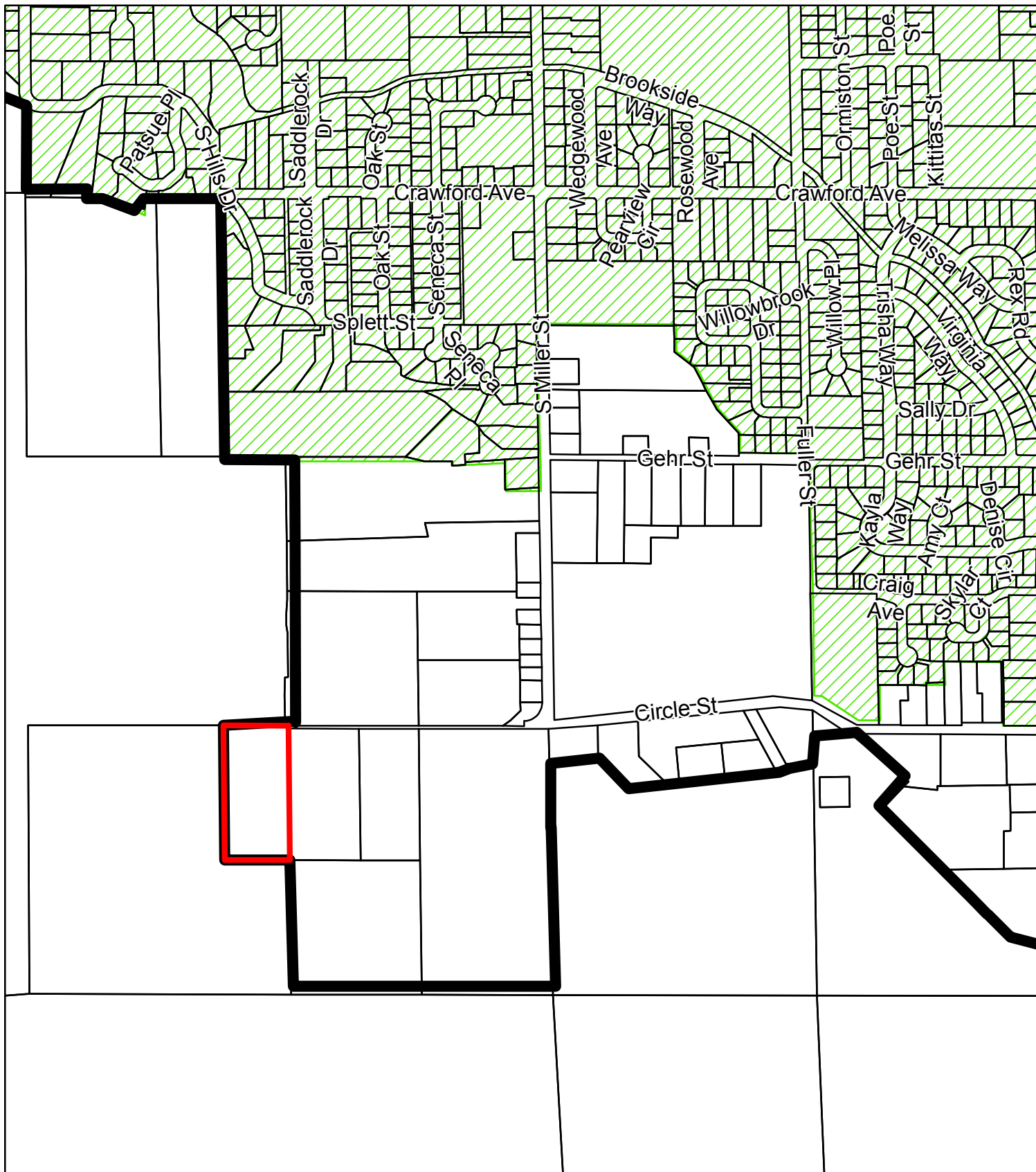
SADDLEROCK MUNICIPAL ANNEXATION BOUNDARY DESCRIPTION

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

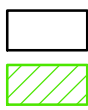


Legend



Saddlerock Municipal Annexation

UGA



Parcels

City Limits

0 500 1,000 Feet



TO: Frank Kuntz, Mayor
City Council

FROM: Brooklyn Holton, Housing & Community Planner

SUBJECT: DRAFT CDBG 2017 Annual Action Plan

DATE: March 20, 2017

MEETING DATE: March 23, 2017

I. OVERVIEW

According to the City of Wenatchee’s Community Development Block Grant (CDBG) Citizen Participation Plan, a minimum of two public hearings are to be held each year to obtain comments of citizens and representatives of public agencies, nonprofit organizations, and other interested parties. The hearings provide opportunities to obtain the views of citizens on housing and community development needs, offer information on the amount of funds available and the purposes for which funds can be used, discuss proposed activities, and review program performance over the previous year. At least one of the hearings should be held prior to publishing the Annual Action Plan.

Official notice of this CDBG public hearing was published on February 15, 2017 in the local legal newspaper, The Wenatchee World and also on February 16, 2017 in the local Spanish newspaper, El Mundo. All oral and written comments received will be considered in decisions on the CDBG Program and planning documents.

The purpose of this public hearing is to obtain public comments on the following:

1. The draft *2017 Annual Action Plan*
 - a. The *2017 Annual Action Plan* describes how anticipated CDBG funds will be used and identifies associated activities the City proposes to undertake in the 2017 program year. The CDBG program year is from April 1st through March 31st.

The 2016 program award was in the amount of \$205,608. There is not expected to be any rollover funding from 2016. An estimate for 2017 is around \$205,000.

The Finance Committee has approved the borrowing ahead of CDBG funds in order to complete both Phase II and Phase III that are remaining from the Chelan Avenue Sidewalk project that began in 2014. This requires that we commit our 2017, 2018, 2019 miscellaneous funds to the project in the estimated amounts of \$85,000 each year for a total of \$255,000.

City staff is recommending the following activities for the 2017 program year:

	Project Name	
1	Program Administration & Planning	\$41,000.00
2	Public Improvements: Sidewalks, Lighting and Art	\$86,550.00
3	Public Improvements: Code Enforcement	\$36,700
4	Public Improvements: Neighborhood Grant Program	\$10,000
5	Public Services: Literacy Program	\$28,000
6	Public Services: Code Enforcement Referral & Debris Removal Program	\$2,750.00
2016 TOTAL		\$205,000

Note:

- Public Services are limited to 15% of total 2017 annual allocation
- Administration is limited to 20% of total 2017 annual allocation

The Planning Commission accepted public testimony and considered the proposed Draft *2017 Annual Action Plan* at a public hearing on March 15, 2017. The Planning Commission recommended approval of the plan as presented. There were no public comments received at the public hearing and there were no comments received during the 30-day comment period.

II. ACTION REQUESTED

1. Conduct a public hearing
2. Adopt the City of Wenatchee CDBG draft *2017 Annual Action Plan* as a final version upon updated allocations following 2017 CDBG award notification and authorize the Mayor to sign the application for CDBG assistance, certifications and assurances.

III. FISCAL IMPACT

Adoption of this plan enables the City to continue applying for annual CDBG funds from the U.S. Department of Housing and Urban Development. The proposed plan includes budget amounts specifically targeted to cover direct and indirect costs of the city of administering the CDBG program and for carrying out grant-funded projects (including sidewalks, Code Enforcement and neighborhood grants).

The 2017 Annual Action Plan includes a pre-award request in the amount of \$85,000 for years 2018 and 2019 in order to complete the Chelan Avenue Sidewalk project. The general fund will be providing a \$170,000 loan to the CDBG program that will be paid back in two payments of \$85,000 upon receipt of the 2018 and then the 2019 CDBG awards.

IV. REFERENCE(S)

1. City of Wenatchee CDBG draft *2017 Annual Action Plan*
2. Chelan Avenue Budget Sheet

V. ADMINISTRATIVE ROUTING

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



City of Wenatchee

Community Development Block Grant (CDBG)

2017 Annual Action Plan

Implementing the 2013 – 2017 Housing & Community Development Consolidated Plan

Community & Economic Development Department
1350 McKittrick Street
Wenatchee, WA 98801
Phone (509) 888-3258
Email: bholton@wenatcheewa.gov

DRAFT February 2017

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Executive Summary

Introduction

The City of Wenatchee has been designated as an entitlement community since 2006 under Title 1 of the Housing & Community Development Act of 1974. As a result, the City is eligible to receive Community Development Block Grant (CDBG) funds annually from the U.S. Department of Housing & Urban Development (HUD). The City's CDBG program fiscal year is April 1st through March 31st.

Plan Objectives & Outcomes

The 2017 Annual Action Plan will support targeted objectives from the Consolidated Plan through the implementation of the following activities:

Objective 1 - Preserving & Improving Neighborhoods:

2017 activities include sidewalk design and analysis; neighborhood grants; and our code enforcement program.

Objective 2 - Reducing homelessness:

2017 activities include aligning CDBG housing and community development projects with the Chelan-Douglas Homeless Plan and supporting services that lead to self-sufficiency for homeless individuals and individuals at-risk for homelessness.

Objectives 3 & 4 - Supporting public services & developing economic opportunities:

2017 activities include literacy/ESL tutoring and training through the Wenatchee Literacy Council; and the City's Code Enforcement Referral/Debris Removal Program.

The objectives and outcomes for the 2017 CDBG program year will benefit the entire City of Wenatchee with a focus in the South-Central Wenatchee Core target area. This target area was identified in 2014 under direction from HUD and new census data. The modification helped to recognize areas that have a greater concentration of low-income residents, exhibit greater deterioration of properties and have a higher need for infrastructure improvements.

Evaluation of Past Performance

During the 2016 program year (April 1, 2016 - March 31, 2017), the following activities were completed:

Objective 1 - Preserving & improving neighborhoods:

- Code Enforcement: The City continued to provide an additional 0.25 FTE code enforcement officer to work in the South-Central Wenatchee Core identified as the target area for CDBG projects. As a result of the revamping of CDBG code enforcement processes, this newly established program has provided assistance to residents in violation of City Code to comply on a voluntary basis.
- Sidewalk Project: With Phase I beginning in the 2014 CDBG program year and completing near the beginning of the 2016 program year, Phase II design and analysis began mid-year of the 2016 program. Like before, this design includes sidewalk (from Peachey St. to Ferry St.), lighting on both sides, public art hanging from light posts in the form of colorful metal banners known as “Papel Picado” as well as stamped concrete along the sidewalk.
- Sidewalk Construction: Upon completion of the design and analysis, bid documents and open houses began the construction process of Phase II.

Objectives 2 & 3 - Supporting public services & promoting economic development:

- Language Access Plan: An LEP Plan for the City of Wenatchee was completed as a result of the HUD Civil Rights Audit and the implementation phase had begun by developing the Language Access Plan (LAP).
- Literacy Council: The Wenatchee Literacy Council program provided literacy/English tutoring services primarily to low-moderate income individuals in Wenatchee. Each year the Literacy Council serves around 250 students.
- Code Enforcement Referral & Debris Removal Program: The City established this new program in 3rd quarter 2013 to assist low-income residents in responding to code enforcement violation notices and has continued this service through the 2016 program year. Services include free dumpster rentals, free dump disposal vouchers, and referrals to volunteer community agencies that can assist with clean-up/repair chores. The revamping of processes for code enforcement provide guidance and assistance to low- and moderate-income persons for meeting and continuing to be in compliance with city code. In combination with the guidance and assistance, the code enforcement voluntary compliance program also supports code compliance.

Summary of Citizen Participation & Consultation Process

In 2012, the AIA public process and development of the 2013-2017 Consolidated Plan resulted in extensive public outreach for input. While developing the 2017 Annual Action Plan, careful consideration of past community feedback and professional recommendation was taken. The information referenced was provided by a broad spectrum of community stakeholders including local homeless service providers, social service agencies, business representative, government officials and private citizens. Recent planning efforts resulted in the finalized South Wenatchee Action Plan. Boundaries identified in this plan encompass all of the South-Central Wenatchee Core neighborhood and provided community values, goals and priorities for the future of the residents and businesses in the area. The 2015 update to the Homeless Plan provided a platform for the Wenatchee community to provide input on housing and services. Also, during 2016, a Wenatchee Housing Needs Assessment was conducted. In addition to applying previous community input, two opportunities for comment will be held in the form of public hearings; March 15, 2017 at the Planning Commission meeting and March 23, 2017 at the City Council meeting. Community input contributes to the development of the Annual Action Plan by helping to identify the following:

- Common concerns and patterns across all sectors
- Concerns and needs unique to specific sub-populations
- Resources that can be accessed in implementing strategies
- Opportunities for increased communication and collaboration among organizations

Summary of Public Comments

A public notice was published in the Wenatchee World on February 15, 2017 and again in El Mundous on February 16, 2017 notifying the community of the 30-day comment period for the draft 2017 Annual Action Plan as well as the opportunity to attend a public hearing on either March 15, 2017 at the Planning Commission meeting or on March 23, 2017 at the City Council meeting. The Annual Action Plan was adopted at the City Council meeting on March 23, 2017 following the public hearing.

Lead & Responsible Agencies

The City of Wenatchee is a CDBG entitlement, and therefore, serves as the lead agency and administrator for the City's CDBG funds.

Annual Plan Public Contact Information

City of Wenatchee
Community & Economic Development Department
Brooklyn Holton, Grant Programs Coordinator
1350 McKittrick Street
Wenatchee, WA 98801
Phone: (509)888-3258
Email: bholton@wenatcheewa.gov

Public Consultation

Introduction

The 2017 Annual Action Plan was developed with careful consideration of public comment that resulted from the AIA public process, development of the 2013-2017 Consolidated Plan, development of the South Wenatchee Action Plan, the updated Homeless Plan and two public hearings held on March 15 and 23, 2017. Feedback was received from a wide range of groups within the community as described below.

Summary of activities to enhance coordination between housing providers, health providers, mental health providers, and service agencies

The City of Wenatchee works continuously to enhance coordination between housing providers, health providers, mental health providers, and social service agencies in the region. Specific examples include:

- Homeless Steering Committee: The City coordinates and chairs the Homeless Steering Committee which is comprised of local elected officials and community leaders. The role of the committee is to guide the development of the Chelan-Douglas Homeless Plan and to identify annual funding priorities for homeless services.
- Homeless Task Force: The City coordinates and chairs the Homeless Task Force which is comprised of representatives from local organizations that provide homeless housing services, health services, mental health & substance abuse services, and other social services. The role of the Task Force is to provide a forum for enhanced communication and coordination between these partner organizations.
- Chelan Douglas Tenant Landlord Liaison Program: The City coordinates and chairs this committee which is comprised of representatives from local housing programs. The committee is focused on addressing barriers homeless and low-income residents face when attempting to obtain and maintain affordable rental housing.
- The Housing Authority of Chelan County & the City of Wenatchee operates multi-family housing units and administers Section 8 tenant vouchers. The City works closely with the Housing Authority to coordinate and leverage resources whenever possible.
- Mental Health Stakeholders: Catholic Family Services provides intensive community-based mental health services in Wenatchee and is a huge partner and supporter of community empowerment and enhancing quality of life.
- Interagency Meeting: Monthly meetings are held to provide an opportunity to the social service providers and the community to connect and become educated about on-going and new social services offered. Many organizations and individuals are represented each month supporting such a valuable meeting.

- **Serve Wenatchee Valley:** As a coordinator of social services, Serve Wenatchee Valley has been an asset to the community and local leaders by assisting with tangible needs, hosting community events, providing topic specific giveaways and organizing events to provide support for local leadership.
- **Wenatchee Downtown Association:** Supporters and enthusiasts for local small businesses, historic downtown, local culture and volunteers, the Wenatchee Downtown Association believes in the value of each individual's contribution. The mission to strengthen and enrich the downtown experience provides a unique vision into the community and valuable input into the planning ideas.
- **Healthy Living Wenatchee Valley Coalition:** Members of the health care, fitness, clinical, local government and community stakeholder groups work together to remove barriers, build networks, connect people to resources and provide education in order to ensure residents have ready access to systems that support high quality of living.

Describe coordination with the Continuum of Care & efforts to address the needs of homeless individuals and individuals at-risk for homelessness

The City serves as the lead agency for the Chelan-Douglas Homeless Plan and acts as the lead entity for administering state and county homeless funding (i.e. the Consolidated Homeless Grant, Chelan-Douglas County Homeless Funds, Chelan County Low-Income Housing Funds and the Emergency Solutions Grant). This entails working with the Washington State Department of Commerce regarding the Balance of State Continuum of Care that includes Chelan and Douglas counties. This also entails working with the Homeless Steering Committee, which is responsible for developing the Chelan-Douglas Homeless Plan. The committee is also responsible for identifying funding priorities and determining annual funding allocations. Implementation of the Homeless Plan is administered by the City with input and support from the Homeless Task Force.

Describe consultation with the Continuum of Care that serves the State in determining how to allocate ESG funds; develop performance standards; evaluate outcomes of projects assisted by ESG funds; and develop funding, policies and procedures for the operation and administration of HMIS

The City is part of the Balance of State Continuum of Care, and participates as a member of the State's Continuum of Care/Balance of State Committee. The City administers its programs and manages its sub grantee agreements, including HMIS administration, in compliance with the requirements, standards, and policies/procedures established by the Washington State Department of Commerce.

Describe organizations that participated in the consultation process and describe the City's consultations with housing, social service, & other community agencies

The City has continued to take into careful consideration feedback from a wide variety of organizations within Chelan and Douglas counties as outlined in the table below. Each organization listed has had the opportunity to provide feedback either through one-on-one discussions or through discussions in regular meetings. Continued community input contributes to the development of the Annual Action Plan by helping to identify the following:

- Common concerns and patterns across all sectors
- Concerns and needs unique to specific sub-populations
- Resources that can be accessed in implementing strategies
- Opportunities for increased communication and collaboration among organizations

	Organization Name	Type Of Service Provided	Section Of Plan Addressed By Consultation
1	Chelan Douglas Community Action Council	Housing	Housing Need Assessment Homeless Needs - Families With Children Homelessness Strategy
2	Housing Authority of Chelan County and City of Wenatchee	Housing PHA	Housing Need Assessment Public Housing Needs Homelessness Strategy
3	Women's Resource Center/Bruce Housing	Housing	Housing Need Assessment Homelessness Strategy
4	YWCA of Wenatchee Valley	Housing	Housing Need Assessment Homelessness Strategy
5	Wenatchee School District	Services-Homeless Services-Education	Housing Need Assessment Homeless Needs - Families With Children Homelessness Needs - Unaccompanied Youth Anti-Poverty Strategy
6	Wenatchee Valley College	Services-Education Services-Employment	Anti-Poverty Strategy Job Skills Training
7	Wenatchee Downtown Association	Business Leaders	Anti-Poverty Strategy
8	Rental Association of Wenatchee Valley	Housing	Housing Need Assessment Homelessness Strategy
9	Wenatchee Police Department	Law Enforcement	Homeless Needs - Chronically Homeless Homelessness Strategy
10	Chelan County Regional Justice Center	Housing Other Government - County	Housing Need Assessment Homelessness Strategy
11	Northwest Justice Project	Services-Fair Housing	Homelessness Strategy
12	Chelan Douglas Health District	Services-Health	Homeless Needs - Chronically Homeless Homeless Needs - Families With Children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied Youth Homelessness Strategy

	Organization Name	Type Of Service Provided	Section Of Plan Addressed By Consultation
13	VA Health Clinic	Services-Health	Homelessness Needs - Veterans
14	Serve Wenatchee Valley	Faith-Based Assistance	Anti-Poverty Strategy
15	Columbia Valley Housing Association	Housing	Housing Need Assessment Homelessness Strategy
16	Lighthouse Christian Ministries	Housing Services-Homeless	Housing Need Assessment Homeless Needs - Chronically Homeless Homelessness Strategy Anti-Poverty Strategy
17	SAGE	Housing Services-Victims Of Domestic Violence	Housing Need Assessment Homeless Needs - Families With Children Homelessness Strategy
18	Regional Support Network	Services-Health Other Government - County	Mental Health Needs
19	Recovery Innovations	Health Agency	Housing Need Assessment Homelessness Strategy Mental Health & Substance Abuse Needs
20	Salvation Army	Housing	Housing Need Assessment Homelessness Strategy
21	Literacy Council	Services-Education	Anti-Poverty Strategy Literacy Needs

Other Local/Regional/State/Federal Planning Efforts

Recommendations from a number of local and regional plans were considered when developing the 2017 Annual Action Plan:

Name of Plan	Lead Organization	How do the goals of the Annual Plan overlap with the goals of each plan?
Continuum of Care	Washington State Department of Commerce	The City of Wenatchee is part of the Balance of State Continuum of Care, and participates as a member of the State's Continuum of Care/Balance of State Committee. Information and input from this committee was incorporated into the 2016 Annual Plan.
Imagine South Wenatchee	City of Wenatchee	In 2012, the city facilitated a comprehensive visioning process which included conducting a sustainable design assessment. The resulting Sustainable Design Assessment Report included key recommendations focused primarily on the predominately low-income South Wenatchee area. Recommendations from this report were incorporated into the 2013-2017 Consolidated Plan, 2016 Annual Action Plan and will also be in the 2017 Annual Action Plan.
Wenatchee Urban Area Comprehensive Plan	City of Wenatchee	The goals of the Comprehensive Plan are broader in scope than the goals of the Consolidated Plan. However, it aligns with Comprehensive Plan goals for housing affordability; housing equity; coordination with service agencies & community advocates; & entrepreneurial support.
Chelan-Douglas Homeless Plan	City of Wenatchee	The City of Wenatchee serves as the lead entity for overseeing the development and implementation of a "Ten year Plan to End Homelessness in Chelan & Douglas Counties". The original plan was published in 2005 and has been updated periodically. The most recent update to the plan was published in 2015. The Homeless Plan focuses on furthering the Washington State Homeless Performance Goals which include: 1.) Reducing the number of homeless persons; 2.) Reducing the amount of time they are homeless; 3.) Increasing the number who move to permanent housing; and 4.) Reducing the number who recede back into homelessness. These performance goals align with the CDBG goals outlined in the 2017 Annual Plan.
Code Enforcement Report	City of Wenatchee	Key recommendations in the 2012 Code Enforcement report included supporting neighborhood revitalization efforts, promoting voluntary compliance, and conducting evaluations to measure results. Recommendations from this report were incorporated into the 2013-2017 Consolidated Plan, 2016 Annual Action Plan and will also be in the 2017 Annual Action Plan.

Participation

Summary of Citizen Participation Process & Its Impact on Goal Setting

In 2012, the AIA public process and development of the 2013-2017 Consolidated Plan resulted in extensive public outreach for input. While developing the 2017 Annual Action Plan, careful consideration of past community feedback and professional recommendation was taken. The information referenced was provided by a broad spectrum of community stakeholders including local homeless service providers, social service agencies, business representative, government officials and private citizens. In addition to applying previous community input, two opportunities for comment were held in the form of public hearings; March 15, 2017 at the Planning Commission meeting and March 23, 2017 at the City Council meeting.

Community input contributes to the development of the Annual Action Plan by helping to identify the following:

- Common concerns and patterns across all sectors
- Concerns and needs unique to specific sub-populations
- Resources that can be accessed in implementing strategies
- Opportunities for increased communication and collaboration among organizations

As a result of the feedback received, the following needs were identified:

1. Increased affordable housing
2. Improved access to housing for those facing housing barriers (i.e., passing background checks)
3. Increased supporting housing, particularly for residents with mental health and substance abuse disorders
4. Improving access to living-wage jobs through education/job training and recruiting/retention of employers offering living-wage jobs
5. Prevention of neighborhood blight
6. Raising community awareness and understanding of the root causes of local poverty and homelessness
7. Improving information sharing, system navigation and coordination of services

Outreach Target	Outreach Method	Summary of Response/Attendance	Summary of Comments Received	Summary of Comments Not Accepted & Reasons
Homeless Steering Committee	Quarterly Meetings	The City coordinates the Homeless Steering Committee which is comprised of local elected officials and community leaders. The role of the committee is to guide the development of the Chelan-Douglas Homeless Plan and to identify annual funding priorities for homeless services.	<p>As a result of the feedback received, the following needs were identified:</p> <ol style="list-style-type: none"> 1. Expanding services for the chronically homeless 2. Improving the responsiveness for all components of our homeless response system 3. Increasing the development of and access to affordable rental housing 4. Addressing homelessness & the risk of homelessness for children & youth 5. Improving coordination of services through a coordinated entry system known as the Community Housing Network 6. Strengthening our data collection and analysis systems 	
Homeless Task Force	Bi-Monthly Meetings	The City coordinates the Homeless Task Force which meets every other month. The Task Force is comprised of homeless service providers and other community stakeholders. Members were solicited for input during the development of the 2016 Annual Action Plan.	<p>Challenges identified included:</p> <ol style="list-style-type: none"> 1. Insufficient services supporting the chronically homeless 2. A need to evaluate the effectiveness of our homeless system components and to then realign funding to support best practices 3. Lack of affordable housing 	

Outreach Target	Outreach Method	Summary of Response/Attendance	Summary of Comments Received	Summary of Comments Not Accepted & Reasons
			<ul style="list-style-type: none"> 4. Insufficient services supporting youth including unaccompanied youth under 18 5. Limited formal coordination of homeless services 6. Limited of inconsistent data collection & analysis capabilities 	
South Wenatchee residents, business owners, & community partners	Imagine South Wenatchee Visioning Project	In 2012, the city facilitated a comprehensive visioning process which included conducting a sustainable design assessment. The resulting Sustainable Design Assessment Report included key recommendations focused primarily on the predominately low-income South Wenatchee area. In addition, community input was solicited through focus groups and surveys of residents and business owners in South Wenatchee. The community feedback and recommendations from the assessment report are incorporated into the 2013-2017 Consolidated Plan and carefully considered for the 2017 Annual Plan.	<ul style="list-style-type: none"> – Strong desire for inclusion & celebration of large Hispanic population in South Wenatchee. – Need for structural improvements to increase safety & well-being (especially sidewalks & lighting). – Need for increased commercial ventures such as local grocery stores. – Improved transportation to commercial & public service areas. – Include public art into projects such as sidewalk and lighting construction 	Rare but occasional inappropriate expressions of disgruntlement with the increasing Hispanic population in Wenatchee. These comments are in direct conflict with the City's mission to welcome, value, & celebrate diversity.
Interagency Networking Meetings	Monthly Meetings	Regular attendance at monthly Interagency Networking Meetings facilitated by the Wenatchee School District. 30 - 40 community service providers attend regularly. Member	<ul style="list-style-type: none"> – Community organizations are experiencing financial challenges due to the downturn in the economy which has resulted in funding & donation decreases. 	

Outreach Target	Outreach Method	Summary of Response/Attendance	Summary of Comments Received	Summary of Comments Not Accepted & Reasons
		input was incorporated into the Annual Action Plan	<ul style="list-style-type: none"> - Need for a clearinghouse of information on local community resources. - Need for community-wide coordinated services. 	
Non-targeted/broad community	Public Hearing	A public notice was published in the Wenatchee World on February 24, 2016 and again in El Mundous on February 24, 2016 notifying the community of the 30-day comment period for the draft 2016 Annual Action Plan as well as the opportunity to attend a public hearing on either March 16, 2016 at the Planning Commission meeting or on March 24, 2016 at the City Council meeting. The Annual Action Plan was adopted at the City Council meeting on March 24, 2016 after the public hearing.	<ul style="list-style-type: none"> - Reviewing funding put towards the Code Enforcement and how it can be rerouted to connect with the Community Center 	
School District	Quarterly meetings and continuous involvement with	The quarterly meetings held with the school board include the members of the school board and City of Wenatchee representatives. Communication with Wenatchee Learns occurs on a regular basis with	<ul style="list-style-type: none"> - Creating discussion opportunities for students K-12 with local leaders such as business owners or elected officials - Provide exposure to college and technical schools 	

Outreach Target	Outreach Method	Summary of Response/Attendance	Summary of Comments Received	Summary of Comments Not Accepted & Reasons
	Wenatchee Learns.	different members available at different times.	<ul style="list-style-type: none"> - Bridge the gap and connect today's youth with the baby boomer generation 	
Code Enforcement	Meetings with Northwest Justice and Catholic Family Chore Services	City code enforcement staff coordinates with these agencies to serve low to moderate income individuals as part of the code enforcement program.	<p>Catholic Family services provides valuable volunteer services and provided coordination procedures for code enforcement.</p> <ul style="list-style-type: none"> - Northwest Justice Project provides free legal services to qualifying low income individuals and households. They have requested that we enforce code enforcement laws on substandard housing. They have also requested the City establish a rental license. 	
Rental Association	Chelan Douglas Tenant Landlord Liaison	The City coordinates with the Rental Association to promote fair housing and quality affordable housing.	<ul style="list-style-type: none"> - The Rental Association provides information to their landlord membership that helps landlords comply with laws and provide quality housing. They appreciate the coordination with the City so that they understand the City's housing programs 	

Expected Resources

Introduction

In addition to CDBG funding, the City of Wenatchee receives state and local funding to support homeless Continuum of Care activities. Anticipated funding for 2017 is outlined in the table below.

***NOTE: These numbers are estimates and when official funding allocations have been received, these values will be updated.**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public - Federal	<ul style="list-style-type: none"> - Acquisition - Admin and Planning - Economic Development - Housing Public Improvements - Public Services 	205,000	0	0	205,000	226,859.69	These funds will be leveraged to obtain additional resources from other government entities (i.e. the Department of Transportation).
Consolidated Homeless Grant	Public - State	<ul style="list-style-type: none"> - Admin and Planning - Public Services - Other 	81,245	0	0	81,245	162,490	These funds are dedicated to rent assistance and emergency shelter/transitional housing operating costs to reduce homelessness in Chelan-Douglas counties.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Emergency Solutions Grant	Public – State	<ul style="list-style-type: none"> – Admin and Planning – Public Services – Other 	80,385	0	0	80,385	160,770	
Chelan Douglas County Homeless Funds	Public - Local	<ul style="list-style-type: none"> – Acquisition – Admin and Planning – Economic Development – Housing – Public Services – Other 	550,000	0	193,685	743,685	1,100,000	These funds are dedicated to reducing homelessness in Chelan & Douglas counties.
Chelan County Low-Income Housing Funds	Public - Local	<ul style="list-style-type: none"> – Housing – Other 	30,000	0	48,719	78,719	60,000	These funds are targeted to affordable low-income housing in Wenatchee and emergency shelter operations.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The match requirements for the homeless funds described above will be met without the use of CDBG funds.

Annual Goals and Objectives

Goals Summary Information

The following table provides a summary of the major goals and funding allocation for the 2017 program year. **Please Note:** The City of Wenatchee plans to utilize the pre-award option to allocate 2017 program year funds and approximately \$85,000 from both the 2018 and 2019 program years in order to complete the Phase II Chelan Avenue Sidewalk Project during the 2017 program year.

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preserve and Improve Neighborhoods	2013	2017	Non-Housing Community Development	– South-Central Wenatchee Core	-Neighborhood Improvement -Sidewalks -Lighting	<ul style="list-style-type: none"> – CDBG: \$95,650 – Chelan-Douglas Counties Homeless Housing Funds: \$0 – City of Wenatchee Low-Income Housing Funds: \$0 – State Consolidated Homeless Grant: \$0 – Emergency Solutions Grant: \$0 	<ul style="list-style-type: none"> – Public Facility or Infrastructure Activities other than Low/Moderate Income – Housing Benefit: 4,000 individuals assisted

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Reduce Homelessness	2013	2017	Homeless	Chelan & Douglas Counties	Homelessness	<ul style="list-style-type: none"> - CDBG: \$0 - Chelan-Douglas Counties Homeless Housing Funds: \$550,000 - City of Wenatchee Low-Income Housing Funds: \$30,000 - State Consolidated Homeless Grant: \$81,245 - Emergency Solutions Grant: \$80,385 	<ul style="list-style-type: none"> - Homeless Individuals Assisted - Overnight Shelter: 760 - Individuals Assisted - Homelessness Prevention: 667

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Support Public Services	2013	2017	<ul style="list-style-type: none"> - Homeless - Non-Homeless Special Needs - Non-Housing Community Development - Public Services 	<ul style="list-style-type: none"> - South-Central Wenatchee Core 	Public Services	<ul style="list-style-type: none"> - CDBG: \$30,750 - Chelan-Douglas Counties Homeless Housing Funds: \$0 - City of Wenatchee Low-Income Housing Funds: \$0 - State Consolidated Homeless Grant: \$0 - Emergency Solutions Grant: \$0 	<ul style="list-style-type: none"> - Public service activities other than Low/Moderate Income - Housing Benefit: 450 Individuals Assisted

Detailed Goal Descriptions

1	Goal Name	Preserve and Improve Neighborhoods
	Goal Description	<p>The 2017 Annual Plan will promote the preservation and improvement of neighborhoods by:</p> <ul style="list-style-type: none"> • Investing in capital improvements and infrastructure in low-income neighborhoods including sidewalks, lighting & artwork to support cultural diversity and safe crossings. • Supporting code enforcement to prevent substandard housing and neighborhood blight in targeted neighborhoods. • Encouraging and facilitating neighborhood improvements through a neighborhood grants program.
2	Goal Name	Reduce Homelessness
	Goal Description	<p>The 2017 Annual Plan addresses the goal of reducing homelessness by aligning CDBG housing and community development projects with the Chelan-Douglas Homeless Plan and by encouraging/facilitating supportive services that lead to self-sufficiency for homeless individuals and for individuals at-risk of homelessness.</p>
3	Goal Name	Support Public Services
	Goal Description	<p>The 2017 Annual Plan aligns with the goal of supporting public services by:</p> <ul style="list-style-type: none"> – Continuing to support literacy & ESL training programs with an emphasis on program accessibility for low-income neighborhood residents. – Providing referrals and debris removal services to eligible low-income residents in targeted neighborhoods who need assistance responding to code enforcement violation notices. – Support a city recycling event

Projects

Introduction

The 2017 Annual Action Plan includes the projects listed below that align with the strategic goals of the City's Consolidated Plan.

	Project Name
1	Program Administration & Planning
2	Public Improvements: Sidewalks, Lighting and Art
3	Public Improvements: Code Enforcement
5	Public Services: Literacy Program
6	Public Services: Code Enforcement Referral & Debris Removal Program

Project Summary Information

Project summary information is based on an estimated amount of funds the City of Wenatchee will be awarded for the Community Development Block Grant. If availability of funds differs from the estimate, changes will be made proportionally.

1	Project Name	Program Administration & Planning
	Goals Supported	<ul style="list-style-type: none"> – Preserve and Improve Neighborhoods – Reduce Homelessness – Support Public Services
	Funding	CDBG: \$41,000.00
	Description	City staff will oversee implementation of projects including project management, fiscal administration, & reporting.
2	Project Name	Public Improvements: Sidewalks, Lighting and Art
	Target Area	South Central Wenatchee Neighborhood Core
	Goals Supported	Preserve and Improve Neighborhoods
	Needs Addressed	Neighborhood Improvement
	Funding	CDBG:\$95,650.00
	Description	City will continue with sidewalk design and will begin involving the community and local neighborhood in the process. Construction of the sidewalk and street light installation will take place after consideration of public comment and feedback about incorporating public art along Chelan Ave between the Community Center & Ferry St.
3	Project Name	Public Improvements: Code Enforcement
	Target Area	South-Central Wenatchee Core
	Goals Supported	Preserve and Improve Neighborhoods
	Needs Addressed	Neighborhood Improvement
	Funding	CDBG: \$36,700

	Description	Code Enforcement activities within the targeted low-income neighborhoods of South-Central Wenatchee Core
4	Project Name	Public Improvements: Neighborhood Grant Program
	Target Area	South Central Wenatchee Neighborhood Core
	Goals Supported	Preserve and Improve Neighborhoods
	Needs Addressed	Neighborhood Improvement
	Funding	CDBG: \$10,000
	Description	The City will coordinate the structured neighborhood grants program to fund community-driven projects that improve neighborhoods (i.e. community gardens, murals, graffiti removal).
5	Project Name	Public Services: Literacy Program
	Goals Supported	Support Public Services
	Needs Addressed	Economic Development
	Funding	CDBG: \$28,000
	Description	The City will continue to support the educational efforts of the Wenatchee Literacy Council which provides ESL and literacy training for low-income Wenatchee residents.
6	Project Name	Public Services: Code Enforcement Referral & Debris Removal Program
	Target Area	South Central Wenatchee Neighborhood Core
	Goals Supported	Preserve and Improve Neighborhoods Support Public Services
	Needs Addressed	Neighborhood Improvement Public Services
	Funding	CDBG: \$2,750
	Description	The City of Wenatchee's Code Enforcement staff will oversee the Code Enforcement Referral & Debris Removal program. The program assists low-income residents in targeted neighborhoods in responding to code enforcement violation notices. Services include free dumpster rentals, free dump disposal vouchers, and referrals to volunteer community agencies that can assist with clean-up/repair chores.

Project Funding

The project funding amounts listed above are estimates. If the City's actual allocation amount is different than the estimated amount above, the City will increase/decrease the project budgets as follows: 1.) Adjust Public Services projects (Literacy Program & Code Enforcement Referral Program) to constitute 15% of the total allocation; 2.) Adjust the Administration project to constitute 20% of the total allocation; and 3.) Adjust the sidewalk project to incorporate the balance of additional or decreased funds; 4.) Adjust the neighborhood program to accommodate available funds after program admin and public services have been adjusted.

Geographic Distribution

Geographic Areas to be Assisted

In 2017, the City's public improvement and code enforcement efforts will primarily target the South-Central Wenatchee Core. Public services will benefit low- to moderate-income residents in Wenatchee.

Rationale Allocating Investments Geographically

In 2012, the City facilitated a comprehensive community visioning process which included conducting a sustainable design assessment. The resulting Sustainable Design Assessment Report included key recommendations focused primarily on the predominately low-income South Wenatchee area. The City is planning to capitalize on these recommendations by focusing many of its 2017 activities on neighborhood revitalization efforts in the newly adopted area of the South-Central Wenatchee Core

Previously the CDBG target area was identified as the South Wenatchee, Tacoma Street and Central Wenatchee neighborhoods. An amendment in October 2014 was adopted to consolidate these areas based on the inter-relationships between neighborhoods in terms of access to public facilities (i.e., parks, K-12 schools, the Wenatchee Valley Community College), commercial areas, grocery stores and medical & government facilities. In acknowledgement of the mix of income levels of this area, geographic-based activities will be targeted to those portions of the area where there is greatest benefit to low- and moderate-income individuals consistent with the adopted 2013-2017 Consolidated Plan.

The characteristics observed within the geographic priority area include higher level of crime; housing stock in a state of deterioration; lack of public facilities such as sidewalks, lighting and parks; high levels of code enforcement issues; and signs of potential blight such as graffiti, junk vehicles and substandard structures. It is these areas that will receive further priority for CDBG activities. In addition, activities may be targeted to prevent the spread of urban decay and potential blight.

Affordable Housing

Introduction

There is an excessive housing cost burden on low-income residents, and the low rental vacancy rate provides a disincentive to rental property owners to accommodate low-income tenants. Additionally, many renters are over-housed, as there is a shortage of single unit rental properties. In 2017, the City will explore opportunities to attract and incentivize developers of affordable housing which align with our demographic needs.

Affordable Housing Goals

One Year Goals for the Number of Households to be Supported	
Homeless	750
Non-Homeless	70
Special-Needs	125
Total	945

One Year Goals for the Number of Households Supported Through	
Rental Assistance	650
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	650

Public Housing

Introduction

Wenatchee does not have a traditional public housing project. However, the Housing Authority of Chelan County & the City of Wenatchee provides a range of housing services including:

- Low-income housing for families, seniors, and individuals with disabilities
- Section 8 tenant-based housing vouchers
- Section 8 Family Self-Sufficiency program
- Agricultural & migrant housing

The Housing Authority owns and manages three multi-family properties in Wenatchee. These developments were built 20 - 30 years ago, and therefore, are beginning to require repairs and rehabilitation. The total rehabilitation cost is estimated to be \$1.4 million dollars. The Housing Authority does not have adequate funds for rehabilitation, and consequently is only able to address emergency repairs as they occur.

Actions Planned to Address Public Housing Needs

The City of Wenatchee has a long-standing and positive working relationship with the local Housing Authority. While CDBG funds are inadequate to address their identified need for housing unit rehabilitation, the city will continue to seek opportunities to leverage resources aimed at the rehabilitation of existing public housing stock. Additionally, future CDBG funds allocated to infrastructure improvements (i.e. sidewalks, lighting) may be targeted to areas surrounding the Housing Authority's low-income housing properties.

Actions Planned to Encourage Public Housing Residents to Participate in Homeownership

The Housing Authority offers their clients a self-sufficiency educational program which includes information on money management, home care, and life skills. They also offer an escrow incentive program to foster home ownership.

Homeless and Other Special Needs Activities

Introduction

The City of Wenatchee administers the following homeless funds on behalf of Chelan and Douglas counties: The Consolidated Homeless Grant, Chelan-Douglas County Homeless Funds, and Chelan County Low-Income Housing Funds. These funds are anticipated to provide a total of \$1.1 million in funding in 2017. Consequently, the City will not designate specific CDBG funds to homeless projects. It has, however, aligned CDBG goals and activities with the goals, strategies, and activities of the Chelan-Douglas Homeless Plan, especially in regards to increasing access to education, economic opportunities, and affordable housing.

A recurring theme in both the City's Consolidated Plan and the Chelan-Douglas Homeless Plan is the need to adopt a two-pronged approach to addressing homeless needs. This dual approach targets specific support services for homeless populations (i.e. youth, families, Veterans, the chronically homeless) while also pursuing community-wide measures to bring about systemic change that will enable low-income residents to move out of poverty. Specific goals and activities that support this dual approach are described below.

One-Year Goals & Actions for Reducing Homelessness

The following goals and activities will be pursued in 2017 to reduce homelessness in the region:

- Promote & fund a balanced mix of services that will meet the diverse of needs of homeless individuals including children/teens; individuals with mental health and/or substance abuse issues; individuals with disabilities; Veterans; the chronically homeless; & those at-risk for homelessness.
- Prioritize a rapid rehousing approach that centers on providing homeless people with permanent housing quickly and then providing progressive support services as needed.
- Prioritize a targeted prevention approach that focuses on helping individuals at-risk of homelessness maintain their housing, thereby preventing homelessness.
- Manage a coordinated entry system in which homeless individuals who are seeking social services are able to quickly and easily locate and connect with services that best meet their needs.
- Develop simple & effective data systems in order to better quantify services, evaluate effectiveness, and identify gaps/opportunities for improvement.
- Allocate resources based on identified community needs and the achievement of targeted performance outcomes.
- Promote communication and collaboration among local social service providers.
- Promote public awareness/education and seek out broad-based community input.

Barriers to Affordable Housing

Introduction

Wenatchee is confined by the confluence of two rivers and the encirclement of the Cascade Foothills. While contributing to the visual and recreational appeal of the community, it seriously limits development. Limited developable land has raised the cost of land and deterred some would-be investors in residential and commercial property.

Actions Planned to Remove Negative Effects of Public Policies That Serve as Barriers to Affordable Housing

The City plans to mitigate the negative effects of public policies that may serve as barriers to affordable housing by undertaking the following actions:

1. Facilitating multi-family housing and infill residential development including in commercial areas.
2. Reviewing Wenatchee City Code incentives for the development of affordable housing.
3. Utilizing public infrastructure incentives to promote additional residential development.
4. Promoting awareness of population demographics and housing needs with the development/real estate community.
5. Increasing economic opportunities to improve employment and wages.

Other Actions

Introduction

The 2017 Annual Action Plan includes a variety of other actions that will address HUD requirements & support the objectives outlined in the City's Consolidated Plan. These specific actions are described below.

Actions Planned to Address Obstacles to Meeting Underserved Needs

The City will continue to conduct public outreach to ensure that the broader community is aware of the needs and opportunities identified in the Consolidated Plan and Annual Action Plan. In addition, the City will actively work to engage potential employer and landlord partners in overcoming obstacles to employment and housing. In 2016, that City of Wenatchee completed a Limited English Proficiency (LEP) Plan and will continue these efforts by developing a Language Access Plan (LAP) for implementation guidance. The City will also continue to provide Section 3 information to local businesses and individuals as a result of the City of Wenatchee receiving over \$200,000 in CDBG funding for the 2016 program year.

Actions Planned to Foster and Maintain Affordable Housing

The City will take the following actions to foster and maintain affordable housing:

- The City will communicate regularly with local property owners/managers to identify potential barriers to maintaining affordable housing. This information will be used to update the Consolidated Plan and follow-on Annual Action Plans.
- The City will continue to facilitate the Landlord/Tenant Outreach Committee. This committee is made up of representatives from local housing providers. Its focus is to address barriers their clients face when attempting to obtain affordable rentals. Activities include: 1) Recruiting landlords who are open to renting to vulnerable populations; 2) Providing landlord liaison assistance when problems arise between landlords/tenants; 3) Providing education and training for both landlords and tenants on their respective rights and responsibilities.
- The City has allocated homeless grant funding to the Housing Justice Project which provides free legal assistance to low-income tenants facing eviction or other tenant-based legal issues. These services help prevent evictions and help many low-income families maintain affordable housing.

Actions Planned to Reduce Lead-Based Paint Hazards

The City's Code Enforcement staff will address lead-based paint issues that arise. In addition, the

City will include lead-based paint hazard information in community education and outreach materials.

Actions Planned to Reduce Number of Poverty-Level Families

The Plan's focus on reducing housing cost burden and increasing literacy and employability for low-income residents will help to decrease the number of poverty-level families in the region.

Actions Planned to Develop Institutional Structure

Working with community partners, the City will improve institutional structure by defining which services are best delivered by government and which are best delivered by the private, non-profit, and faith-based sectors.

Actions Planned to Enhance Coordination between Housing Providers & Social Service Agencies

Actions taken by the City in developing the Consolidated Plan, such as conducting community outreach and facilitating community-based committees, have continued on an ongoing basis. Input from these activities aided in the development of the 2016 Annual Action Plan and will be used for future planning efforts. These actions also promote greater coordination and communication between public/private housing agencies and other social service agencies.

In 2015, the City coordinated a major effort to improve coordination among social service agencies through the development of a Coordinated Entry system which was launched in October 2015. Coordinated Entry will significantly improve coordination between service agencies by establishing a common intake & assessment process that enables homeless providers to determine services that best meets the needs of the client. In addition, the system established a standardized referral process between service agencies in the area.

In 2016, the City will continue to manage the coordinated entry system including system evaluation and program improvements.

Another way for agencies to become more connected is through the Donne Beegle Communication Across Barriers - Opportunities Communities model that is being brought to the area by United Way. Through this process, education emphasizing the holistic view on poverty will be available to the community in different forms. What began on March 4, 2015 with a Prosperity Summit, has continued with the direction from United Way to identify navigators in the community. The now annual Prosperity Summit will continue to be followed up with training and coaching opportunities for the community through the well-known and established Poverty Institute.

Program Specific Requirements

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. Estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.	100%

2017 Capital Improvement Project Budget

Date: March 03, 2017

Project Name: Chelan Avenue Phase II & III Project Category: Sidewalk

Project Description: Construct sidewalk, install lighting and incorporate public art between Chelan Avenue at the Community Center and south to Ferry Street.

Lead Engineer:	<u>Gary Owen</u>	Start Year:	<u>2016</u>
Assigned Department:	<u>Engineering</u>	End Year:	<u>2017</u>
Original Project Budget:	<u>\$665,100.38</u>	Project Number:	<u>1611</u>
Budget Amendment:	<u></u>	Total City Funding:	<u>\$312,163.85</u>
		Other Funding:	<u>\$352,936.53</u>

Revenue Notes and/or Requests for Budget Changes:

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2016	2017	2018-2019	
Design Engineering	\$65,904.00			\$65,904.00			\$65,904.00
In House Management							
Construction Contract & Surveying	\$599,196.38				\$599,196.38		\$599,196.38
Construction Engineering							
Miscellaneous							
Art Fund							
Total Project Expenditures	\$665,100.38			\$65,904.00	\$599,196.38		\$665,100.38

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2016	2017	2018-2019	
Fund:	General Fund	\$52,851.85				\$52,851.85		\$52,851.85
Fund:	Storm	\$16,905.00				\$16,905.00		\$16,905.00
Fund:	Water	\$17,020.00				\$17,020.00		\$17,020.00
Fund:	TBD	\$225,387.00				\$225,387.00		\$225,387.00
Fund:								
GRANTS:								
	Federal - CDBG	\$352,936.53			\$97,936.53	\$85,000.00	\$170,000.00	\$352,936.53
	TIB							
Total Project Revenues		\$665,100.38			\$97,936.53	\$397,163.85	\$170,000.00	\$665,100.38