



WENATCHEE CITY COUNCIL

Thursday, April 13, 2017

Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

AGENDA

4:30 p.m. Executive Session

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

Executive session to discuss with legal counsel representing the agency matters relating to litigation or potential litigation to which the agency is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. RCW 42.30.110(1)(i).

5:15 p.m. Regular Meeting

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

2. Consent Items:

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

Vouchers:

Claim checks #181163 through #181235 in the amount of \$364,954.82 for March 23, 2017

Claim checks #181236 through #181247 in the amount of \$10,342.01 for March 24, 2017

Wires #1410 through #1411 in the amount of \$32,911.49 for March 28, 2017

Claim checks #181248 through #181291 in the amount of \$233,935.84 for March 30, 2017

Payroll distribution in the amount of \$12,601.70 for March 31, 2017

Benefit/deduction checks in the amount of \$807,113.13 for March 31, 2017

Payroll distribution in the amount of \$358,155.97 for April 5, 2017

Claim checks #181311 through #181370 in the amount of \$388,314.71 for April 6, 2017

- Resolution No. 2017-21, confirming the mayoral appointment of Glen DeVries to the position of Community Development Director.
- Resolution No. 2017-22, confirming the mayoral appointment of Steve King to the position of Economic Development Director.

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 Stand Against Racism
- Proclamation for Earth Day

5. Action Items.

- A. Reappointment of Alan Beidler to the Board of Directors for the Housing Authority of Chelan County and the City of Wenatchee
Presented by Allison Williams, Executive Services Director

Resolution No. 2017-20, reappointing a member to the board of directors for the Housing Authority of Chelan County and the City of Wenatchee for a term ending April 21, 2020 (Alan Beidler).

- B. Appointment of Stacie Goetz to the Historic Preservation Board
Presented by Glen DeVries, Director of Community Development and Kirsten Larsen, Associate Planner

Resolution No. 2017-24, appointing a voting representative to the Wenatchee Historic Preservation Board for a term ending December 31, 2020 (Stacie Goetz)

- C. Elmwood Subdivision Sanitary Sewer Extension – Project No. 1610, Authorization for Consultant Supplemental Agreement
Presented by Jeremy Hoover, P.E., Senior Engineer – Utilities

Motion for City Council to authorize the Mayor to sign a Supplemental Agreement on behalf of the City with Pacific Engineering & Design, PLLC, Inc., for additional services for the Elmwood Subdivision Sanitary Sewer Extension Project No. 1610.

- D. Elmwood Subdivision Sanitary Sewer Extension – Project No. 1610, Authorization to Award Construction Contract
Presented by Jeremy Hoover, P.E., Senior Engineer – Utilities

Motion for City Council to award the contract for construction of the Elmwood Subdivision Sanitary Sewer Extension Project, Project #1610 to Selland Construction, Inc., in the amount of \$433,077.51, and further authorize the Mayor to approve the construction contract.

- E. Professional On-Call Survey Service
Presented by Steve King, Economic Development Director

Motion for City Council to authorize the Mayor to negotiate and enter into a professional services contract with 48 Degrees North for professional surveying services.

- F. Department of Ecology Phase 2 Investigation Grant
Presented by Steve King, Economic Development Director

Motion for City Council to authorize the Mayor to negotiate and enter into agreements and contracts as required to perform phase 2 environmental investigations.

- G. 2017 Long Line Striping – Bid Award
Presented by Matt Leonard, Public Works Director

Motion for City Council to authorize the Mayor to sign a contract with the lowest responsible bidder, Apply A Line, in the amount of \$37,957.62 for the 2017 Long Line Striping Project.

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.

- H. Surplus Property Transfer to the Wenatchee School District No. 246
Presented by Allison Williams, Executive Services Director

1. *Resolution No. 2017-23, declaring certain real property surplus to the needs of the City of Wenatchee and authorizing the Mayor to sign all documents related to an intergovernmental transfer of the real property to Wenatchee School District No. 246*
2. *Motion to approve the Second Amendment to Pre-Annexation Interlocal Agreement between the City of Wenatchee and Chelan County Fire Protection District No. 1.*
3. *Motion to approve the Partial Termination of Fire Station Lease Agreement between the City of Wenatchee and the Chelan County Fire Protection District No. 1.*
4. *Motion to authorize the Mayor to enter into the Real Estate Purchase and Sale Agreement between the City of Wenatchee and the Wenatchee School District No. 246 for the property commonly known as 1420 Maple Street.*

7. Reports.

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

8. Announcements.

9. Adjournment.



WENATCHEE CITY COUNCIL MEETING

Thursday, March 23, 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 Linda Herald

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
Community & Economic Development Director Steve King
Senior Engineer – Utilities, Jeremy Hoover
Public Works Director Matt Leonard
Planning Manager Glen DeVries
Senior Planner John Ajax
Associate Planner Matt Parsons
Parks & Recreation Director David Erickson
Environmental Manager Jessica Shaw
Finance Director Brad Posenjak
Police Chief Steve Crown

5:15 p.m. Regular Meeting

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

The Mayor called the meeting to order at 5:15 p.m. Councilmember Lyle Markhart led the Pledge of Allegiance. The excused absence of Councilmember Mike Poirier was noted for the records.

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 to move the item for the Pybus Public Market transaction documents to agenda item A by Councilmember Keith Huffaker. Councilmember Mark Kulaas seconded the motion. Motion carried (6-0).

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

3. Citizen Requests/Comments.

Tim Putnam, 3125 Birch Mountain Road, Wenatchee, spoke about his concerns with the building permit process.

Laurie Nelson, 933 Coolidge Street, Wenatchee, spoke about her concerns with traffic in the area of 9th Street between Mission and Chelan. Staff will look into modifying the light at that location.

4. Presentations.

- Proclamation for Missing and Unidentified Person's Month read by Councilmember Linda Herald. The Mayor presented the proclamation to Denise Cevallos who invited all the attendees to the awareness event that will take place on May 25 at 3:30 at Pybus Market.
- Proclamation for National Crime Victims' Rights Week read by Councilmember Jim Bailey. The Mayor presented the proclamation to Renee Hunter who invited everyone to the 'Survive and Thrive' event taking place on April 8 from 10 to 12 at the Wenatchee Community Center.
- Proclamation for Arbor Day read by Councilmember Keith Huffaker. The Mayor presented the proclamation to Bonnie Orr. This year's distribution will take place on Saturday, April 15 at five different locations.
- Downtown Parking Study Presentation - Steve King, City Economic Development Director and Rick Williams from Rick Williams Consulting presented the Downtown Parking Study. The study provided strategy recommendations for parking and how Wenatchee's parking can be managed for a positive development environment downtown.

5. Action Items.

A. Pybus Market transaction documents.

Presented by Community & Economic Development Director Steve King. Pybus Public Market representatives, Mike Walker, Joanne Walker, Steve Robinson and Bart Clennon were also present and spoke.

Council asked questions and commented.

Motion to execute all documents related to the Pybus Market transaction by Councilmember Ruth Esparza. Councilmember Linda Herald seconded the motion. Motion carried (5 -1) (Huffaker nay).

Mayor Frank Kuntz called for a 5 minute break at 6:36 p.m.

B. Appointment of Member to the Diversity Advisory Council

Allison Williams, Executive Services Director, presented the staff report.

Motion to approve Resolution No. 2017-19, appointing a student member to the Diversity Advisory Committee for the 2017-2018 school year (Christopher Danko) by Councilmember Jim Bailey. Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).

C. Assignment of Sewer Connection Charges for the West Springwater Avenue Sewer Extension, Project #1612 – Setting Public Hearing

Jeremy Hoover, P.E., Senior Engineer, Utilities, presented the staff report.

Motion to approve 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 by Councilmember Lyle Markhart. Councilmember Mark Kulaas seconded the motion. Motion carried (6-0).

D. Convention Center Audio and Visual Improvements – Project 1708

Matt Leonard, P.E., Public Works Director, presented the staff report.

Council asked questions. Councilmember Linda Herald stated she had a conflict of interest and will abstain from this agenda item.

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, by Councilmember Keith Huffaker. Councilmember Lyle Markhart seconded the motion. Motion carried (5-0)(Herald no vote/conflict).

6. Public Hearings.

The Mayor called the public hearing to order and explained the public hearing process.

E. Small Cell Wireless Moratorium Public Hearing

Glen DeVries, Planning Manager and John Ajax, Senior Planner, presented the staff report.

Council asked questions.

The Mayor then asked for public comment.

Simone Epoch asked questions and Senior Planner John Ajax addressed her.

No action was required on this matter.

F. Saddlerock Annexation Public Hearing

Matt Parsons, Associate Planner, presented the staff report.

The Mayor commented then asked for public comment.

Curt Soper, Executive Director of the Chelan-Douglas Land Trust spoke in favor of the Saddlerock Annexation and thanked the City for their action.

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

G. Community Development Block Grant 2017 Annual Action Plan

Community & Economic Development Director Steve King presented the staff report.

The Mayor then asked for public comment. No comments from public.

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, by Councilmember Ruth Esparza. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

7. Work Session.

A. Sewer Comprehensive Plan

Public Works Director Matt Leonard, Adam Miller of Gray & Osborne, and Gordon Wilson of FCS Group presented the updated plan. Council asked questions. Matt Leonard will send out the draft plan for Council review and adoption on April 27.

8. Reports.

a. Mayor's Report.

The Mayor reported that he was attempting to work with the County on several issues. The city has received a letter from the County requesting a reduction in the urban growth area (Sunnyslope).

b. Reports/New Business of Council Committees. None.

9. Announcements.

An open house is scheduled for next Monday at 4:30 p.m. for the Sewer Comprehensive Plan.

10. Adjournment. With no further business the meeting adjourned at 7:55 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk

RESOLUTION NO. 2017-21

A RESOLUTION, confirming the mayoral appointment of Glen DeVries to the position of Community Development Director.

WHEREAS, the position of Community Development Director is an appointive office under WCC 1.06.060 (1); and

WHEREAS, the Mayor has the power of appointment under WCC 1.06.060 (2); and

WHEREAS, the Mayor's appointment of the Community Development Director is subject to confirmation by a majority vote of the City Council under WCC 1.06.060 (4); and

WHEREAS, the Mayor has appointed Glen DeVries as the Community Development Director of the City of Wenatchee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE that the Mayor's appointment of Glen DeVries to the position of Community Development Director of the City of Wenatchee shall be and hereby is confirmed.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 13th day of April, 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

RESOLUTION NO. 2017-22

A RESOLUTION, confirming the mayoral appointment of Steve King to the position of Economic Development Director.

WHEREAS, the Mayor has appointed Steve King as the Economic Development Director of the City of Wenatchee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE that the Mayor's appointment of Steve King to the position of Economic Development Director of the City of Wenatchee shall be and hereby is confirmed.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 13th day of April, 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

PROCLAMATION

WHEREAS, The City of Wenatchee, Washington proudly supports the **YWCA North Central Washington** in celebration of **Stand Against Racism; and**

WHEREAS, Stand Against Racism is now a signature campaign of YWCA USA to build community among those who work for racial justice and to raise awareness about the negative impact of institutional and structural racism in our communities. This campaign is one part of a larger national strategy to fulfill their mission of eliminating racism **and**

WHEREAS, Founded by YWCA Trenton and YWCA Princeton in 2007, Stand Against Racism quickly grew to have a national presence by 2010, when an additional 80 YWCAs across the nation took a Stand. In 2015, 152 YWCAs along with 650 community organizations across 44 states plus the District of Columbia joined in the Stand Against Racism.

WHEREAS, Community sites included United Ways, Chambers of Commerce, State Governments and other municipalities, universities and colleges, Fortune 500 companies and small businesses, houses of worship, schools, civic associations, nonprofit organizations, hospitals and others.

WHEREAS, We salute YWCA in its praiseworthy mission to eliminate racism, empower women, stand up for social justice, help families, and strengthen communities;

NOW, THEREFORE, BE IT RESOLVED THAT I, Frank J. Kuntz, Mayor of the City of Wenatchee do hereby proclaim April 26, 2017, as **YMCA Stand Against Racism Day**, and further declare that April 26 through April 27, 2017 is declared as **YWCA Stand Against Racism Weekend**.

IN WITNESS WHEREOF, I hereby set my hand and cause the seal of the City of Wenatchee to be affixed on this 13th day of April, 2017.

1st Frank J. Kuntz

FRANK J. KUNTZ, Mayor



Proclamation

WHEREAS, humankind is currently facing tremendous global challenges affecting every community, including large-scale migration, extreme inequality and poverty, degradation of ecosystems, mass extinction of species, and global climate change; and

WHEREAS, all people of this Earth, no matter their race, gender, income, sexual orientation, or national origin, have a right to a healthy environment; and

WHEREAS, the youth of the world are our most valuable resource and represent a source of endless creativity and potential; and

WHEREAS, it is necessary for the citizens of our global community to develop green jobs and to build an innovative and equitable green economy to combat the aforementioned global challenges; and

WHEREAS, expanding environmental education and climate literacy is vital to enhance awareness about the environment, inform decision-making, and protect future generations, and

WHEREAS, it is understood that sustainability will only be achieved by meeting the needs of the present without compromising the needs of future generations;

WHEREAS, it is more important than ever to act locally and to cooperate internationally and defend the environmental progress that has been heretofore gained; and

WHEREAS, it is essential to expand and diversify the global environmental movement to achieve maximum progress; and

WHEREAS, Earth Day is an annual reminder of the constant need for environmental activism, stewardship commitments, and sustainability efforts.

NOW, THEREFORE, I, Frank Kuntz Mayor of Wenatchee have the distinct honor of proclaiming April 22, 2017 as **EARTH DAY** throughout the City of Wenatchee and encourage all citizens, businesses, and institutions to use **EARTH DAY** to celebrate the Earth and promote environmental and climate literacy.

IN WITNESS WHEREOF, I hereby set my hand and cause the seal of the City of Wenatchee to be affixed on this 13th day of April, 2017.

1st Frank J. Kuntz

FRANK J. KUNTZ, Mayor



1555 S Methow St. • Wenatchee, WA 98801-9417 • (509) 663-7421 TDD Equipped • Fax (509) 663-4761

March 20, 2017

THE HONORABLE FRANK KUNTZ
CITY OF WENATCHEE
PO BOX 519
WENATCHEE WA 98807-0519

Dear Mayor Kuntz:

The purpose of this letter is to inform you that Alan Beidler's term on the Housing Authority Board of Commissioners will expire on April 21, 2017. I have spoken with Mr. Beidler and he has expressed his interest in remaining on the Housing Authority board. Please consider this letter a formal request for his re-appointment.

Alan has served on the board since November of 2002. His history with the Agency and his knowledge of both the Housing Authority and real estate are instrumental to the board's successful operations. Alan has been very committed to this organization and we value his experience.

Thank you very much for your consideration of this reappointment. Please contact me should you have any questions.

Sincerely,

Alicia McRae
Executive Director

RESOLUTION NO. 2017-20

A RESOLUTION, reappointing a member to the board of directors for the Housing Authority of Chelan County and the City of Wenatchee for a term ending April 21, 2020.

WHEREAS, a vacancy exists on the board of directors for the Housing Authority of Chelan County and the City of Wenatchee for an appointee from the City of Wenatchee; and

WHEREAS, Alan Beidler was recommended for re-appointment to the board of directors for the Housing Authority of Chelan County and the City of Wenatchee.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following reappointment to the board of directors for the Housing Authority of Chelan County and the City of Wenatchee with a term ending on April 21, 2020:

NAME & ADDRESS

Alan Beidler
135 S. Worthen, Ste. 200
Wenatchee, WA 98801

TERM EXPIRES

April 21, 2020

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 13th day of April, 2017.

CITY OF WENATCHEE, a municipal corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER
City Clerk

APPROVED:

By: _____
STEVE D. SMITH
City Attorney

TO: Frank Kuntz, Mayor
City Council

FROM: Glen DeVries, Director of Community and Economic Development
Kirsten Larsen, Associate Planner

SUBJECT: Historic Preservation Board Member Appointment – Stacie Goetz

DATE: April 10, 2017

MEETING DATE: April 13, 2017

I. OVERVIEW

The Historic Preservation Board currently has one vacant position as a result of a recent resignation. The City received an application and notice of interest from Stacie Goetz on March 22, 2017. Ms. Goetz was interviewed by the Board at their regular meeting on April 5, 2017. The Historic Preservation Board has recommended her appointment.

In accordance with the City of Wenatchee Historic Preservation Ordinance, the Historic Preservation Board consists of 7 members appointed by a majority of the Wenatchee City Council. Board members must:

- be residents of the greater Wenatchee area, and
- have a demonstrated interest and competence in historic preservation and possess qualities of impartiality & broad judgment.

II. ACTION REQUESTED

Staff and the Historic Preservation Board recommend the City Council pass Resolution No. 2017-24, designating a voting representative (Stacie Goetz) to the Historic Preservation Board for a term ending December 31, 2020.

III. FISCAL IMPACT Submitted to the Finance Committee: No

None, the Historic Preservation Board is made up of volunteer members.

IV. REFERENCE(S)

1. Resolution 2017-24
2. Stacie Goetz Board Application

V. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk

RESOLUTION NO. 2017-24

A RESOLUTION, appointing a voting representative to the Wenatchee Historic Preservation Board for a term ending December 31, 2020.

WHEREAS, Stacie Goetz has expressed interest in being appointed to the Wenatchee Historic Preservation Board.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following appointment on the Wenatchee Historic Preservation Board:

NAME & ADDRESS	TERM EXPIRES
Stacie Goetz 2100 Yarrow Road Wenatchee, WA 98801	December 31, 2020

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 13th day of April, 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



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 checked="" 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 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: GOETZ First Name: STACIE Initial: C

Physical Address: 2100 YARROW ROAD City: WENATCHEE Zip: 98801

Mailing Address: 2100 YARROW ROAD City: WENATCHEE Zip: 98801

Day Phone: 509-630-2545 Evening Phone: 509-630-2545

E-mail: STACIEG@WESTERNGROUP.COM Years lived in Wenatchee Valley: 3

Occupation: PROJECT MANAGER Years of Experience: 8

Work Address: 18030 BOTH COURT SOUTH City: KENT Zip: 98032

Education and Formal Training: B.S. CONSTRUCTION MANAGEMENT - CWU

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: INTERNATIONAL CONCRETE REPAIR INSTITUTE - SECRETARY Length of Service: 3 YRS

Organization and Duties: WASHINGTON TRUST FOR HISTORIC PRESERVATION - MEMBER Length of Service: 4 YRS

Organization and Duties: KENT RFA - TOYS FOR JOYS - VOLUNTEER Length of Service: 2 YRS

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: CONSTRUCTION MANAGEMENT, HISTORIC PRESERVATION/RESTORATION, COMMUNITY INVOLVEMENT/ EDUCATION PROMOTING/SUPPORTING LOCAL BUSINESSES .

Experience related to the Commission/Board: I HAVE 8 YEARS OF CONSTRUCTION MANAGEMENT EXPERIENCE AND HAVE SPENT THE LAST 5 YEARS WORKING FOR A CONTRACTOR WHO SPECIALIZES IN MASONRY/HISTORIC RESTORATION. I MANAGED A \$3 MILLION EXTERIOR RESTORATION PROJECT ON A HISTORIC BUILDING IN DOWNTOWN SEATTLE.

Why are you seeking this appointment? I HAVE A PASSION FOR HISTORIC PRESERVATION AND FEEL THAT MY BACKGROUND IN CONSTRUCTION OFFERS A UNIQUE POINT OF VIEW. MY HUSBAND AND I DECIDED TO MAKE WENATCHEE OUR HOME BASED ON ITS HISTORIC DOWNTOWN AND HOW WELL THE CITY PROMOTES ITSELF. I'D LIKE TO SERVE OUR COMMUNITY AND ENSURE ITS HISTORIC CHARM IS NOT LOST.

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

If yes, please explain: _____

REFERENCES

Name: DAVID KIMBLE
Address: 18630 80TH COURT SOUTH City: KENT, WA Zip: 98032
Phone: 425-226-8353 Email: DAVID.K@WESTPENGROUP.COM
Occupation: BRANCH MANAGER - WESTERN SPECIALTY CONTRACTORS Years known: 5

Name: CHRIS MOORE
Address: 1204 MINOR AVE City: SEATTLE, WA Zip: 98101
Phone: 206-624-9449 Email: C.MOORE@PRESERVEWA.ORG
Occupation: EXECUTIVE DIRECTOR - WTHP Years known: 3

Name: MICHELLE COUTURE
Address: 960 SOUTH HARNEY STREET City: SEATTLE, WA Zip: 98108
Phone: 206-622-1441 Email: MCOUTURE@WJE.COM
Occupation: ARCHITECT - WISS, JANNEY, ELSTNER ASSOCIATES, INC Years known: 3

AFFIDAVIT OF APPLICANT

I, STACIE GOETZ, 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.

Stacie Goetz

(Signature)
Date: MARCH 22, 2017



**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: Stacie Gutz Date: MARCH 22, 2017

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

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

SUBJECT: Elmwood Subdivision Sanitary Sewer Extension - Project No. 1610
Authorization for Consultant Supplemental Agreement

DATE: March 22, 2017

MEETING DATE: April 13, 2017

I. OVERVIEW

The Elmwood Subdivision Sanitary Sewer Extension project will install sanitary sewer main lines and side sewer services to existing properties along Elmwood Street, Crabapple Lane, Bluegrass Lane, and Huckleberry Lane between McKittick and Maple Streets east of Western Ave.



The improvements were designed by Pacific Engineering & Design, PLLC. under a professional services agreement dated April 19, 2016. The construction contract was advertised on March 6, 2017 with a bid closure date of March 30, 2017.

The City's current engineering workload is of sufficient magnitude so as to prohibit effective construction inspection work for this project by in-house staff. It is therefore necessary to retain outside services for the construction inspection efforts. Due to their familiarity with the project, the City desires to utilize the services available from Pacific Engineering & Design, PLLC. to perform and complete the inspection activities for the project.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to sign a Supplemental Agreement on behalf of the City with Pacific Engineering & Design, PLLC, Inc. for additional services for the Elmwood Subdivision Sanitary Sewer Extension (Project No. 1610).

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

This project was approved by Finance Committee on March 24, 2016 and funded from the sanitary sewer fund. The original design contract amount of \$50,500 will be increased to \$75,900 with this supplement.

Original Project Budget

Description	Amount
Design	\$50,500
In-House Management	\$8,000
Construction	\$504,600
Construction Engineering	\$25,000
Art Fund	\$5,100
Totals	\$593,200

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

Revised Project Budget

Description	Amount
Design	\$50,500
In-House Management	\$8,000
Construction	\$504,600
Construction Engineering	\$25,400
Art Fund	\$5,100
Totals	\$593,600

IV. PROPOSED PROJECT SCHEDULE

Construction is anticipated to proceed through the summer and be complete in August contingent on issuance to the contractor of notice to proceed. The contract with Pacific Engineering & Design, PLLC. Will therefore be completed by August 31, 2017.

V. REFERENCE(S)

Consultant Supplemental Agreement 1

VI. ADMINISTRATIVE ROUTING

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



Transportation Improvement Board
Consultant Supplemental Agreement

Agency City of Wenatchee

Project Number 1610

Project Name Elmwood Subdivision Sanitary Sewer Extension

Consulting Firm Pacific Engineering & Design

Supplement Phase Supplement for Construction Phase

The Local Agency of City of Wenatchee desires to supplement the agreement entered into with and executed on 4/19/2016.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include items outlined in Exhibit A.

Section IV, **TIME FOR BEGINNING AND COMPLETION**, is amended to change the Completion Date

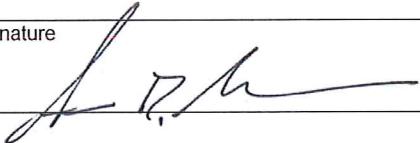
SUPPLEMENTAL COMPLETION DATE August 31, 2017

Section V, **PAYMENT**, shall be amended as follows as set forth in Exhibit A

MAXIMUM AMOUNT PAYABLE \$75,900.00

EXHIBIT A			
	Original Agreement	Supplement	Total
Lump Sum	\$50,500.00	\$25,400.00	\$75,900.00
Overhead (including Payroll Additives)			
Direct Non-salary Costs			
Fixed Fee			
Total	\$50,500.00	\$25,400.00	\$75,900.00

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

Agency Signature	Date
Consultant Signature 	Date 3/22/2017



Transportation Improvement Board
Consultant Supplemental Agreement

EXHIBIT A



March 14, 2016

Jeremy Hoover, P.E.
Senior Engineer - Utilities
City of Wenatchee
1350 McKittrick Street
Wenatchee, WA 98801

PROJECT: Elmwood Sanitary Sewer Improvements
City of Wenatchee Project No. 1610
Pacific Project No. 16086CAC

SUBJECT: Construction Management Services Fee Proposal

Dear Mr. Hoover,

Thank you for the opportunity to continue to offer services for the Construction phase of the project. For comparison, our two City park project contracts for CMS are as follows: Hale Dog Park is scheduled for 33 working days, has a CMS budget of \$16,300, for an daily average of \$494/day; Saddle Rock Park is scheduled for 48 working days, has a CMS budget of \$25,000, for a daily average of \$521/day.

The Elmwood project is set up for 40 working days. I suggest that it may be a more challenging project, considering all of the existing underground utilities, than either park where the work is on vacant lands.

We will assign a minimum of three (3) staff to the project, i.e. one (1) inspector for 3 hours per day (1.5 hour in am, and 1.5 hour in pm); one project manager/engineer with an average availability of 2 hours per day; and one (1) administration staff with an average availability of 1 hour per day.

ESTIMATED FEE PROPOSAL

The estimated daily fee for the described services is shown in the table below.

Personnel	Labor Hr / Day	\$ / Hr	Total \$ / Day
Inspector (EIT)	3.0	\$ 85.00	\$ 255.00
Project Manager/Engineer	2.0	\$ 150.00	\$ 300.00
Administration	1.0	\$ 80.00	\$ 80.00
TOTAL			\$ 635.00

CONSTRUCTION MANAGEMENT SERVICES

INSPECTION

- Provide an Inspector under the direct supervision of the Engineer.
- Provide daily transportation to and from the project site.
- Perform field inspection activities in conformance with the Plans & Specifications.
- Daily Inspection Report: The Inspector will daily complete and submit to the Engineer for review and filing.
- Inspector will coordinate daily duties with the Contractors planned activities.
- Punch List: The Inspector will prepare the list of final items for the Contractor to address after a thorough "walk through" with the Engineer, Contractor, and Owner.

Jeremy Hoover
Construction Management Services Fee Proposal
March 14, 2016

- Progress Meetings: The Engineer will coordinate weekly meetings, with the Contractor, Owner, public agencies, stakeholders, and others as needed, to assess schedule progress, potential issues, essential coordination, etc.

Task	Deliverable	Comments
Daily Inspection Reports	40 max	Compiled into final construction report
Progress Meetings Minutes	8 max.	" "
Punch List	1	" "

ENGINEERING / ADMINISTRATION

- Request for Approval of Material (RAM) submittals. The Engineer will review, provide corrective comments if needed, and approve.
- Request for Information (RFI) submittals: The Engineer will review and provide comments regarding design, intent, deviations, material substitutions, etc. as needed.
- Construction Change Directive (CCD). The Engineer will provide immediate corrective field actions as needed. May require follow up in the form of a Minor Change, or Change Order if there is an impact to time or costs.
- Pay Requests
 - The Engineer and Inspector will verify installed material quantities and labor activities in conformance with the unit bid items and work period.
 - The Engineer will review and process each Pay Request, then forward to the Owner within 1-2 working days upon receipt.
- The Engineer will prepare, negotiate, and issue Minor Changes and/or Change Orders as determined necessary. Both will require active coordination with and final approval of the Owner.
- Notice of Substantial Completion: The Engineer will issue when determined appropriate and direct the Inspector to prepare the "Punch List".
- Notice of Physical Completion: Following completion of the Punch List, the Engineer will issue, establishing the completion date, final payment, and Owners option to release retainage.

Task	Deliverable	Comments
Request for Approval of Materials (RAM)	X	Compiled into final construction report
Request for Information (RFI)	X	" "
Construction Change Directive (CCD)	X	" "
Pay Requests	3 max	" "
Minor Change / Change Order	X	" "
Punch List	1	" "
Notice of Substantial Completion	1	" "
Notice of Physical Completion	1	" "

Thank you for the opportunity to work with you on this project. Please review the above information and call if you have any questions or need additional information.

Sincerely,



Aaron D. Anderson, P.E.
Principal, Civil Engineer

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

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

SUBJECT: Elmwood Subdivision Sewer Extension - Project No. 1610
Authorization to Award Construction Contract

DATE: April 3, 2017

MEETING DATE: April 13, 2017

I. OVERVIEW

The Elmwood neighborhood is an existing, established part of the community currently served by individual, privately-owned septic systems and supplied with domestic water by the Chelan County PUD. Project 1610 will install approximately 1,946 linear feet of 8 inch sanitary sewer main line in Elmwood Street, Crabapple Lane, Huckleberry Lane, and Bluegrass Lane. Associated individual side sewer services will be installed for each unserved residence internal to the neighborhood.

The project plans and specifications were prepared by Pacific Engineering & Design, P.L.L.C. A request for bids was issued through a public advertisement on March 6, 2017. Six sealed bids were received and opened on March 30, 2017. Selland Construction, Inc. is the low bidder at \$433,077.51. Pacific Engineering & Design's construction cost estimate was \$477,814.00 and the high bid was \$672,813.87.

II. ACTION REQUESTED

Staff recommends the City Council award the contract for construction of the Elmwood Subdivision Sanitary Sewer Extension Project, Project #1610 to Selland Construction Inc. in the amount of \$433,077.51 and further authorize the Mayor to approve the construction contract.

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

Project design costs were approved by the Finance Committee in March of 2016. Funding was established as part of the 2017 Capital Improvement Project Budget and allocated through the sewer utility fund #401. Reimbursement will be through connection charges to be determined on a per lot basis and collected as properties apply for sewer service.

PROJECT BUDGET

Description	Amount
Design Engineering	\$ 50,500
In House Management	\$ 8,000
Construction Contract & Surveying	\$ 504,600
Construction Engineering	\$ 25,000
Total Project Budget	\$ 593,200

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

IV. PROPOSED PROJECT SCHEDULE

The project duration includes a total of 40 working days from the Notice to Proceed (NTP). NTP is expected to be provided in early May with work beginning by the end of the month. Contingent upon issuance of NTP, construction activities are expected to be finished before the end of July 2017 with physical completion and acceptance by early August.

V. REFERENCE(S)

Bid Tabulation

VI. ADMINISTRATIVE ROUTING

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

April 3, 2017



Jeremy Hoover
City of Wenatchee
1350 McKittrick Street
Wenatchee, WA 98801

PROJECT: Elmwood Subdivision Sanitary Sewer Extension
City of Wenatchee Project No. 1610
Pacific Project No. 16086CA

SUBJECT: Bid Opening Results, Tabulations and Recommendation

Dear Jeremy,

The following bids were received Thursday, March 30, 2017 for the above referenced project:

Company	Base Bid	WSST	Total Bid	Bid Bond	Addenda	Non-Collusion	Bidder's Certificate
Selland	\$399,518.00	\$3,559.51	\$433,077.51	X	X	X	X
KRCI*	\$433,979.00	\$36,454.24	\$470,433.24	X	X	X	X
Advanced Excavation*	\$446,303.00	\$37,489.45	\$483,792.45	X	X	X	X
Bianchi*	\$455,493.85	\$38,261.48	\$493,755.33	X	X	X	X
Advantage Dirt*	\$540,973.78	\$45,441.79	\$586,415.57	X	X	X	X
Pipkin*	\$620,677.00	\$52,136.87	\$672,813.87	X	X	X	X

*Bid Proposal Form Error(s)

After review of the received bids listed above, the apparent lowest bidder is Selland Construction. The second lowest bidder is KRCI. The third lowest bidder is Advanced Excavation.

We recommend tendering a contract to Selland Construction, Inc. for a total Construction Contract Amount of \$433,077.51 (bid amount with sales tax). A Notice of Award will be issued following City Council approval.

Thank you and if you have any questions please do not hesitate to contact me.

Sincerely,

Thom Kutrich, P.E.
Project Engineer

Attachment

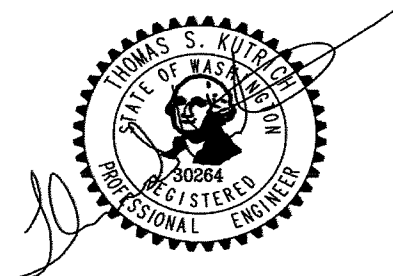
ELMWOOD SUBDIVISION SANITARY SEWER EXTENSION

Project No. 1610

Bid Tabulations **THURSDAY, MARCH 30, 2017** at 3:00 PM

Bid Proposal		Engineers Estimate		Lowest Bidder		2nd Lowest Bidder		3rd Lowest Bidder		4th Lowest Bidder		5th Lowest Bidder		6th Lowest Bidder		
ID	QTY.	Description	Unit Price	Estimate	Unit Price3	Total	Unit Price4	Total2	Unit Price5	Total4	Total44	Total43	Total42	Total5	Unit Price2	Total3
L.F.	146	C900 SANITARY SEWER PIPE 8 IN. DIAM.	\$ 63.00	\$ 9,198.00	\$ 75.00	\$ 10,950.00	\$ 95.00	\$ 13,870.00	\$ 44.00	\$ 6,424.00	\$ 126.50	\$ 18,469.00	\$ 52.81	\$ 7,710.26	\$ 116.00	\$ 16,936.00
EACH	10	C900 SANITARY SIDE SEWER SERVICE	\$ 2,100.00	\$ 21,000.00	\$ 1,700.00	\$ 17,000.00	\$ 2,070.00	\$ 20,700.00	\$ 1,020.00	\$ 10,200.00	\$ 1,265.00	\$ 12,650.00	\$ 1,055.42	\$ 10,554.20	\$ 2,500.00	\$ 25,000.00
S.Y.	32	CEMENT CONC. SIDEWALK	\$ 100.00	\$ 3,200.00	\$ 130.00	\$ 4,160.00	\$ 145.00	\$ 4,640.00	\$ 80.00	\$ 2,560.00	\$ 97.75	\$ 3,128.00	\$ 186.41	\$ 5,965.12	\$ 500.00	\$ 16,000.00
L.F.	175	CEMENT CONC. TRAFFIC CURB AND GUTTER	\$ 50.00	\$ 8,750.00	\$ 40.00	\$ 7,000.00	\$ 74.00	\$ 12,950.00	\$ 38.00	\$ 6,650.00	\$ 40.25	\$ 7,043.75	\$ 34.95	\$ 6,116.25	\$ 55.00	\$ 9,625.00
TON	854	CRUSHED SURFACING TOP COURSE	\$ 42.00	\$ 35,868.00	\$ 29.00	\$ 24,766.00	\$ 25.00	\$ 21,350.00	\$ 26.00	\$ 22,204.00	\$ 20.70	\$ 17,677.80	\$ 26.44	\$ 22,579.76	\$ 20.00	\$ 17,080.00
DOL.	1	FORCE ACCOUNT UNKNOWN UTILITY REPAIR	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
C.Y.	685	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	\$ 42.00	\$ 28,770.00	\$ 20.00	\$ 13,700.00	\$ 30.00	\$ 20,550.00	\$ 24.00	\$ 16,440.00	\$ 20.70	\$ 14,179.50	\$ 21.85	\$ 14,967.25	\$ 31.00	\$ 21,235.00
EACH	1	HEAVY DUTY CLEANOUT FRAME & COVER	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 280.00	\$ 280.00	\$ 287.50	\$ 287.50	\$ 294.00	\$ 294.00	\$ 50.00	\$ 50.00
TON	364	HMA CL. 1/2 IN. PG 64-28	\$ 95.00	\$ 34,580.00	\$ 160.00	\$ 58,240.00	\$ 220.00	\$ 80,080.00	\$ 205.00	\$ 74,620.00	\$ 120.75	\$ 43,953.00	\$ 167.74	\$ 61,057.36	\$ 245.00	\$ 89,180.00
EACH	8	INLET PROTECTION	\$ 160.00	\$ 1,280.00	\$ 75.00	\$ 600.00	\$ 80.00	\$ 640.00	\$ 100.00	\$ 800.00	\$ 57.50	\$ 460.00	\$ 42.70	\$ 341.60	\$ 110.00	\$ 880.00
L.S.	1	LANDSCAPE RESTORATION	\$ 17,500.00	\$ 17,500.00	\$ 5,000.00	\$ 5,000.00	\$ 13,000.00	\$ 13,000.00	\$ 18,000.00	\$ 18,000.00	\$ 1,725.00	\$ 1,725.00	\$ 16,140.60	\$ 16,140.60	\$ 15,315.00	\$ 15,315.00
EACH	10	MANHOLE 48 IN DIAM. TYPE 1	\$ 3,500.00	\$ 35,000.00	\$ 3,000.00	\$ 30,000.00	\$ 3,050.00	\$ 30,500.00	\$ 2,982.00	\$ 29,820.00	\$ 2,242.50	\$ 22,425.00	\$ 2,978.61	\$ 29,786.10	\$ 5,125.00	\$ 51,250.00
DOL.	1	MINOR CHANGE	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
L.S.	1	MOBILIZATION	\$ 30,900.00	\$ 30,900.00	\$ 18,000.00	\$ 18,000.00	\$ 15,000.00	\$ 15,000.00	\$ 46,000.00	\$ 46,000.00	\$ 25,300.00	\$ 25,300.00	\$ 18,930.50	\$ 18,930.50	\$ 5,500.00	\$ 5,500.00
EACH	50	POTHOLING	\$ 400.00	\$ 20,000.00	\$ 250.00	\$ 12,500.00	\$ 265.00	\$ 13,250.00	\$ 438.00	\$ 21,900.00	\$ 400.00	\$ 20,000.00	\$ 421.63	\$ 21,081.50	\$ 360.00	\$ 18,000.00
L.S.	1	PROJECT TEMPORARY TRAFFIC CONTROL	\$ 10,500.00	\$ 10,500.00	\$ 5,000.00	\$ 5,000.00	\$ 22,000.00	\$ 22,000.00	\$ 10,000.00	\$ 10,000.00	\$ 29,900.00	\$ 29,900.00	\$ 8,735.20	\$ 8,735.20	\$ 10,595.00	\$ 10,595.00
L.F.	1800	PVC SANITARY SEWER PIPE 8 IN. DIAM.	\$ 63.00	\$ 113,400.00	\$ 70.00	\$ 126,000.00	\$ 50.00	\$ 90,000.00	\$ 40.00	\$ 72,000.00	\$ 95.15	\$ 171,270.00	\$ 129.47	\$ 233,046.00	\$ 113.00	\$ 203,400.00
EACH	25	PVC SANITARY SIDE SEWER SERVICE	\$ 2,100.00	\$ 52,500.00	\$ 1,400.00	\$ 35,000.00	\$ 2,000.00	\$ 50,000.00	\$ 828.00	\$ 20,700.00	\$ 920.00	\$ 23,000.00	\$ 1,140.77	\$ 28,519.25	\$ 2,425.00	\$ 60,625.00
C.Y.	178	ROADWAY EXCAVATION INCL. HAUL	\$ 39.00	\$ 6,942.00	\$ 75.00	\$ 13,350.00	\$ 35.00	\$ 6,230.00	\$ 308.00	\$ 54,824.00	\$ 28.75	\$ 5,117.50	\$ 126.71	\$ 22,554.38	\$ 170.00	\$ 30,260.00
C.Y.	75	ROCK EXCAVATION	\$ 75.00	\$ 5,625.00	\$ 40.00	\$ 3,000.00	\$ 48.00	\$ 3,600.00	\$ 92.00	\$ 6,900.00	\$ 115.00	\$ 8,625.00	\$ 144.51	\$ 10,838.25	\$ 5.00	\$ 375.00
L.S.	1	SHORING OR EXTRA EXCAVATION CLASS B	\$ 16,800.00	\$ 16,800.00	\$ 1.00	\$ 1.00	\$ 0.01	\$ 0.01	\$ 6,800.00	\$ 6,800.00	\$ 14,950.00	\$ 14,950.00	\$ 6,739.20	\$ 6,739.20	\$ 12,560.00	\$ 12,560.00
L.S.	1	SPCC PLAN	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 864.00	\$ 864.00	\$ 120.00	\$ 120.00
L.S.	1	STRUCTURE SURVEYING	\$ 8,000.00	\$ 8,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 8,200.00	\$ 8,200.00	\$ 4,830.00	\$ 4,830.00	\$ 4,152.00	\$ 4,152.00	\$ 6,690.00	\$ 6,690.00
			\$ 471,314.00		\$ 399,518.00		\$ 433,811.01		\$ 446,323.00		\$ 455,492.05		\$ 540,973.78		\$ 620,677.00	

WSST	\$	0.084	\$	39,590.38	\$	33,559.51	\$	36,440.12	\$	37,491.13	\$	38,261.33	\$	45,441.80	\$	52,136.87
BID TOTAL			\$	510,904.38	\$	433,077.51	\$	470,251.13	\$	483,814.13	\$	493,753.38	\$	586,415.58	\$	672,813.87



TO: Frank Kuntz, Mayor
City Council

FROM: Steve King, Economic Development Director

SUBJECT: Professional On-call Survey Services

DATE: April 10, 2017

MEETING DATE: April 13, 2017

I. OVERVIEW

The City is working through a process of securing right of way consistent with the North Wenatchee Master Plan which may involve purchasing entire parcels of property. In order to define right of ways, perform necessary boundary line adjustments, and review legal descriptions, staff is requesting a contract for on call surveying services.

Based on past experience, staff is recommending contracting with Erik Gahringer of 48 Degrees North for these services.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to negotiate and enter into a professional services contract with 48 Degrees North for professional surveying services.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

The Finance Committee approved a request in the amount of \$35,000 on February 9, 2017. The Public Works Committee has also approved this request to perform the work outlined above. This action constitutes authorization to include this funding in the 2017 Budget amendment.

IV. PROPOSED PROJECT SCHEDULE

Work will begin immediately and is anticipated to continue throughout 2017. Future funding may be required depending on level of work needed to address property transactions.

V. REFERENCE(S)

1. Standard City Professional Services Contract

VI. ADMINISTRATIVE ROUTING

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

CONSULTANT'S AGREEMENT

AGREEMENT MADE this _____ day of _____, 2017, by and between the City of Wenatchee, a municipal corporation of the State of Washington, hereinafter called "City", and 48 North, PLLC, d/b/a 48 North Professional Land Surveying & Land Use Consulting, hereinafter called "Consultant." In consideration of the terms, conditions, covenants and performance described herein, the parties agree as follows:

I. GENERAL DESCRIPTION OF WORK

The work under this agreement shall consist of the work and services as herein defined and necessary to accomplish the completed work for this project. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this agreement.

II. SCOPE OF WORK

The scope of work and level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this agreement.

III. GENERAL REQUIREMENTS

Consultant shall attend coordination, progress and presentation meetings with the City or such community, state or county officials, groups or individuals as may be requested by the City.

All reports, records and other data furnished to consultant by the City shall be returned. All documents and other work products prepared by Consultant prior to completion or termination of this agreement are instruments of service for this project and are property of the City. Reuse by the City or by others acting through or on behalf of the City of any such instruments of service, not occurring as part of this project, shall be without liability or legal exposure to Consultant.

IV. COMMENCEMENT AND COMPLETION

The Consultant shall not begin any work under the terms of this agreement until authorized in writing by the City. All work under this agreement shall be completed by the date specified in the Notice to Proceed issued by the City.

The established completion time shall not be extended because of any delays attributable to Consultants, but may be extended by the City, in the event of a delay attributable to the City, or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of Consultant. A prior supplemental agreement issued by the City is required to extend the established completion time.

V. PAYMENT

Consultant shall be paid by the City for completed work and services rendered under this agreement on an hourly basis, plus costs, as provided in Exhibit "B" attached hereto, and by this reference made a part of this agreement. In no event shall the remuneration for services and costs hereunder exceed the sum of \$35,000.

Such payment shall be full compensation for work performed for services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section 2, "Scope of Work."

VI. SUBCONTRACTING

Consultant shall not subcontract or assign any of its obligations for the performance of any work under this agreement without prior written permission of the City. No permission for subcontracting shall create, between the City and subcontractor, any contract or any other relationship.

VII. TERMINATION

The right is reserved by the City to terminate this agreement at any time upon 10 days written notice to Consultant.

In the event this agreement is terminated by the City other than through the fault on the part of Consultant, a final payment shall be made to Consultant for work completed up to the date of termination. No payment shall be made for any work completed after 10 days following receipt by Consultant of a notice to terminate.

If the services of Consultant are terminated by the City for default on the part of Consultant, the amount to be paid by City shall be determined by the City with consideration given to the actual costs incurred by Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or type which is usable to the City at the time of termination; the cost to City of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to City of the work performed at the time of termination.

VIII. CHANGES IN THE WORK

Consultant shall make changes and revisions in the completed work of this agreement as necessary to correct errors appearing therein, when required to do so by the City, without additional compensation therefore. Should the City find it desirable for its own purposes to have previously satisfactory work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as extra work and will be paid for as herein provided.

IX. EXTRA WORK

The City may at any time, by written order, make changes within the general scope of the agreement in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the agreement, the City shall make an equitable adjustment in (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the agreement accordingly.

Consultant must submit its "request for equitable adjustment", hereafter referred to as Claim, under this clause within 15 days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City may receive and act upon a claim submitted before final payment of the agreement.

Failure to agree to any adjustment shall be a dispute under the disputes clause. However, nothing in this clause shall excuse consultant from proceeding with the agreement as changed.

Notwithstanding the terms and conditions above, the maximum amount payable under this agreement shall not be increased or considered to be increased except by specific written supplement to this agreement.

X. LEGAL RELATIONS AND INSURANCE

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. This agreement shall be interpreted and construed in accord with the laws of the State of Washington.

The Consultant agrees to indemnify and hold harmless the Client, its officers and employees from claims, demands or suits at law or equity directly resulting from the Consultant's negligence or breach of its obligations under this Agreement provided that nothing herein shall require the Consultant to indemnify the Client against and hold harmless the Client from claims, demands or suits based upon the conduct of the Client, its officers or employees and provided further that if the claims or suits are caused by or

result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the Client, its agents, officers and employees, this provision with respect to claims or suits based upon such concurrent negligence shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of the Consultant's agents or employees.

The Consultant's relation to the City shall be at all times as an independent contractor.

Consultant specifically assumes potential liability for actions brought by Consultant's own employees against City, and solely for the purpose of this indemnification and defense, Consultant specifically waives any immunity under the State Industrial Insurance Law, Title 51 R.C.W. Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of R.C.W. 4.24.115 and was the subject of mutual negotiation.

Consultant shall obtain and keep in force during the terms of the agreement the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to R.C.W. Title 48:

a. Worker's compensation and employer's liability insurance as required by the State of Washington.

b. General commercial liability insurance in an amount not less than a single limit of \$1,000,000 for bodily injury, including death and property damage per occurrence.

c. Professional errors and omissions insurance in an amount not less than a single limit of \$1,000,000.

Excepting the worker's compensation insurance and any professional liability insurance secured by Consultant, the City will be named on all certificates of insurance as an additional insured. Consultant shall furnish the City with verification of insurance and endorsements required by this agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Consultant shall submit a verification of insurance as outlined above within 14 days of the execution of this agreement to the City.

No cancellation of the foregoing policies shall be effective without 30 days prior notice to the City.

The City will pay no progress payments under Section V of this agreement until Consultant has fully complied with this Section. This remedy is not exclusive, and the

City may take such other action as is available to them under other provisions of this agreement, or otherwise in law.

XI. VENUE, APPLICABLE LAW AND JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties hereto agree that any such action shall be initiated in the Chelan County Superior Court of the State of Washington. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Chelan County Superior Court of the State of Washington.

XII. DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by agreement between Consultant and the City shall be referred for determination to the City's Mayor, whose decision in the matter shall be final and binding on the parties of this agreement, provided, however, that if an action is brought challenging the Mayor's decision, that decision shall be subject to de novo judicial review.

XIII. COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this agreement.

DATED this _____ day of _____, 2017.

CITY OF WENATCHEE

By _____
FRANK KUNTZ, Mayor

48 NORTH, PLLC

By 
ERIK GAHRINGER

EXHIBIT A

SCOPE OF WORK

Survey services as assigned by the City, with fees not to exceed \$35,000 without prior approval by the City.

DELIVERABLES:

That required per request of the City.

SCHEDULE:

Work on the project specific task shall commence within one (1) business day following the request by the City.

Each project specific task to be completed based on a schedule mutually agree upon between the City and 48th North.

ASSUMPTIONS:

Horizontal datum to be NAD 83/2011 (2010) epoch), Washington State Plane, North Zone, Grid; Vertical datum to be NAVD 1988.

Confined space (i.e. manholes, vaults, culverts, etc.) will not be entered without further consideration to scope, fee and delivery schedule.

Client will provide title reports for each property associated with real property acquisitions.

Right of entry for 48th North to enter upon private property shall be obtained by the City in advance as necessary.

EXHIBIT B



48° North
Professional Land Surveying & Land Use Consulting

2017 Rate Schedule

Professional Land Surveyor (PLS) - Owner/Member:	\$150/hour
Professional Land Surveyor - Owner/Member as Expert Witness:	\$220/hour
One-Person Field Crew - Includes equipment, truck, typical supplies:	\$150/hour
Two-Person Field Crew (1 PLS) – Includes equipment, truck, typical supplies	\$240/hour

CONDITIONS:

1. A four (4) hour minimum charge applies to all individual construction staking requests, plus cost of materials.
2. Mileage charges (may apply) – current IRS rate charged for mileage in excess of a 60-mile round trip from Wenatchee office.
3. Fees are payable upon receipt of invoice.
4. All governmental fees associated with a given project are in addition to the contract amount and are paid by Client made payable directly to the specific governmental agency or department.
5. Subject to the scope of work, fee, deliverables, schedule and conditions set forth in the executed Contract for Professional Services.
6. In addition to those set forth within the executed contract, costs for materials may apply under certain circumstances.

48 North, PLLC
d/b/a 48° North – Professional Land Surveying & Land Use Consulting
P.O. Box 4266
Wenatchee, WA 98807-4266
Phone: (509) 436-1640

TO: Frank Kuntz, Mayor
City Council

FROM: Steve King, Economic Development Director

SUBJECT: Department of Ecology Phase 2 Investigation Grant

DATE: April 10, 2017

MEETING DATE: April 13, 2017

I. OVERVIEW

The City is working through a process of securing right of way consistent with the North Wenatchee Master Plan which may involve purchasing entire parcels of property. Phase 1 Environmental Reviews has been performed for properties in the Master Planning Area. The Department of Ecology has funding available to perform phase 2 work if necessary. Staff is recommending that we position the city to be able to access those funds. The City is working with Maul Foster Alongi who performed the environmental work associated with the City's former Public Works Yard remediation.

This action is a request to authorize the Mayor to enter into grant agreements as consulting contracts to perform phase 2 environmental work.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to negotiate and enter into agreements and contracts as required to perform phase 2 environmental investigations.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

The Finance Committee will review a request to enter into agreements and contracts ranging up to \$100,000. All of the grants are 100% reimbursable and thus there will be no impact to the City from a financial standpoint other than staff time to administer the project.

IV. PROPOSED PROJECT SCHEDULE

Work will begin immediately over the course of this next year with preliminary work occurring expeditiously as part of purchase and sale agreements.

V. REFERENCE(S): N/A

VI. ADMINISTRATIVE ROUTING

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



PUBLIC WORKS AGENDA REPORT

FOR : City Council **DATE:** April 10, 2017
TO : Frank Kuntz, Mayor **REGULAR MEETING:** April 13, 2017
FROM: Matt Leonard, Public Works Director *Matt Leonard*
SUBJECT: 2017 Long Line Striping – Bid Award

I. ACTION REQUESTED OF COUNCIL/STAFF RECOMMENDATIONS:

Staff recommends the City Council authorize the mayor to sign a contract with the lowest responsible bidder: Apply A Line. in the amount of \$37,957.62 for the 2017 Long Line Striping Project.

II. ATTACHMENTS:

1. 2017 Long Line Striping - Exhibit
2. 2017 Long Line Striping - Bid Tabulation.

III. FISCAL IMPACT:

Pavement marking expenses are included in the annual street maintenance budget.

IV. SCHEDULE

The contract will be executed the middle of April and construction is expected to begin in May with construction to be completed within five working days.

V. HISTORY AND FACTS BRIEF:

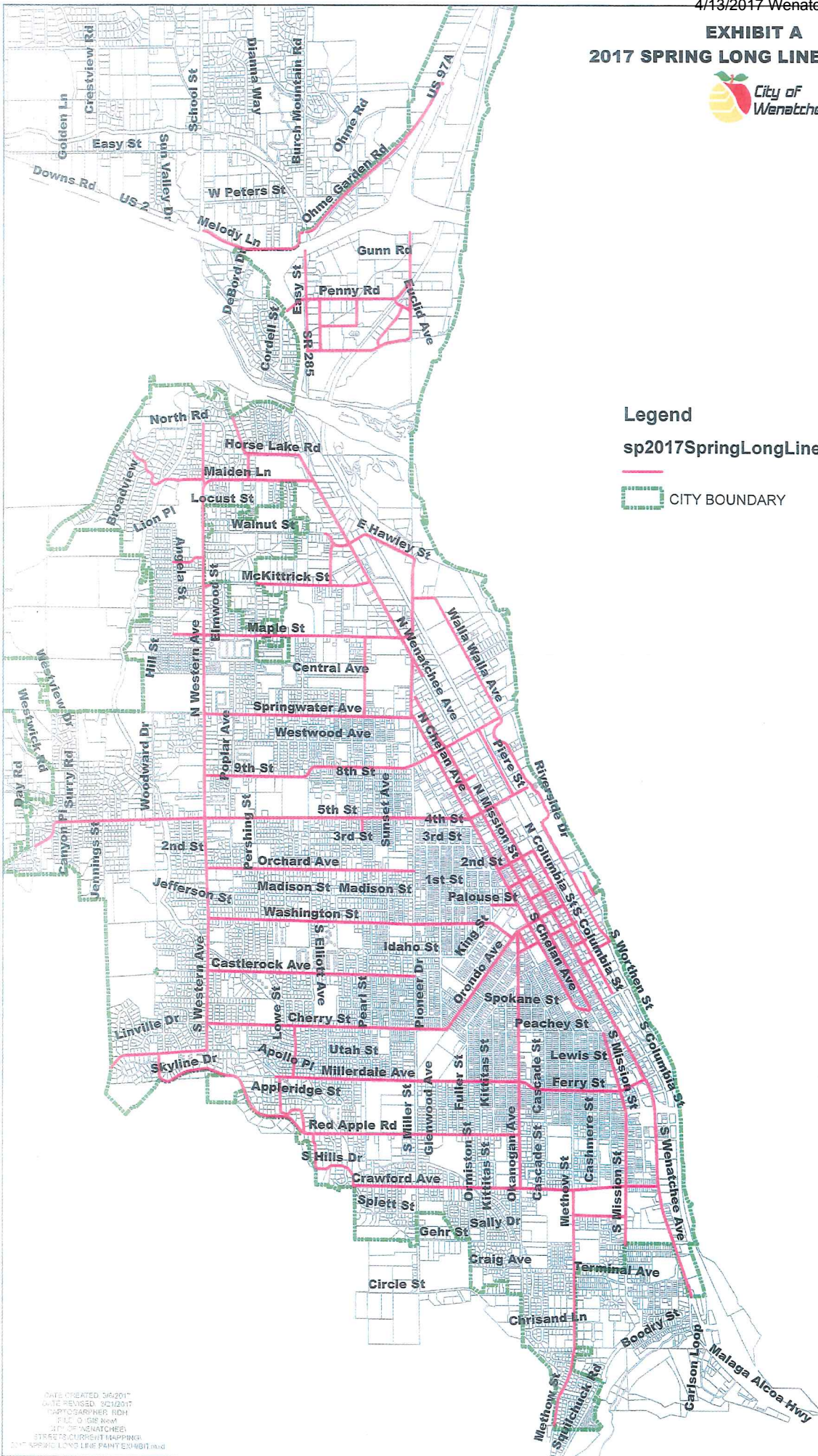
Request for quotes were submitted to all firms with striping experience on the 2017 Small Works Roster. We received four bids ranging from \$37,957.62 to \$58,172.54. The bid of \$37,957.62 is reasonable and is recommended for award.

VI. ADMINISTRATIVE ROUTING:

Tammy Stanger, City Clerk

PW Agenda Report 2017-010

EXHIBIT A 2017 SPRING LONG LINE STRIPING



Legend

sp2017SpringLongLinesPaint



CITY BOUNDARY



DATE CREATED: 3/9/2017
DATE REVISED: 3/21/2017
DRAWN BY: JGD
FILE: GIS-1004
CITY OF WENATCHEE
STREET CORRECT MAPPING
2017 SPRING LONG LINE PAINT EXHIBIT.mxd

City of Wenatchee
Bid Tabulation - APRIL 3, 2017

				1	2	3	4	5					
2017 Long Line Striping				Apply-A-Line	Stanley Patrick Striping Co.	Specialized Pavement Marking, Inc.	Road Products, Inc.	Stripe Rite					
Item #	DESCRIPTION	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Paint Line	LF	480,664	\$0.075	\$ 36,049.80	\$0.115	\$ 55,276.36	\$0.110	\$ 52,873.04	\$0.110	\$ 52,873.04	\$0.078	\$ 37,491.79
2	Painted Wide Line	LF	10,599	\$0.180	\$ 1,907.82	\$0.140	\$ 1,483.86	\$0.500	\$ 5,299.50	\$0.220	\$ 2,331.78	\$0.100	\$ 1,059.90
Totals					\$ 37,957.62		\$ 56,760.22		\$ 58,172.54		\$ 55,204.82		\$ 38,551.69

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Execution of Agreements Associated with Transition of Fire Real Estate based on Implementation of 2015 Pre Annexation Agreement with Chelan County Fire Protection District #1

DATE: April 6, 2017

Background: On June 17, 2015, the City Council approved a Pre-Annexation Interlocal Agreement between the City of Wenatchee and Chelan County Fire Protection District #1 which as a part of transitioning fire services to the District, anticipated a need for transition fire stations in the future. At that time, the agreement provided for the lease of the current city stations (Stations 41 (downtown) and 42 Maple Street) and the ultimate sale and disposition of funds related to the sale. As a result of the Fire District's work, they now desire to build a new central station and are looking to complete the real estate agreements anticipated in the Pre-Annexation agreement.

For City Council's consideration are the following documents in order to requested Action:

- 1) Resolution 2017-23: Neither the City nor the Fire District have a desire to hold on to the Maple Street property (Station 42). As a result, Resolution 2017-23 would declare this property surplus and make it available through intergovernmental transfer to the Wenatchee School District.
- 2) Second Amendment to Pre-Annexation Agreement: This amendment defines the completion of the real estate transactions, identifies payments anticipated and documents the amendment to the lease provisions of the original Pre-Annexation agreement for Station 42 as needed to complete the real estate transaction with the Wenatchee School District for Station 42.
- 3) Partial Termination of Fire Station Lease Agreement: This document implements the termination of the lease between the City and the Fire District for Station 42 but maintains the lease for Station 41.
- 4) Real Estate Purchase and Sale Agreement with Wenatchee School District for Station 42: The Wenatchee School District will consider this RESPA on April 11, so staff will provide their action which is anticipated to purchase this property for \$537,000.00 contingent on their investigation of the property and the termination of the lease with the Fire District. The RESPA provides for a delayed closing of up to June 30, 2019.

Budget Impact: The City Council Finance Committee reviewed the financial aspects of this transaction at their March 23rd Finance Committee meeting. Essentially, both Stations 41 and 42 have been appraised for a combined value of \$1,280,000. The Pre-Annexation agreement anticipated ½ of this value going to the Fire District. The timing of the payments to the Fire District comes with \$375,000 up front from the City and then the remaining (\$265,000 less anticipated closing costs and investments in Station 41) comes when the School District closes with the City on or before June 30, 2019 providing the cash payment and replenishing City General Fund Reserves from the earlier up front payment to the Fire District.

Actions Requested:

- 1) Council Approval of Resolution 2017-23 declaring certain real property surplus to the needs of the City of Wenatchee and authorizing the Mayor to sign all documents related to an intergovernmental transfer of the real property to the Wenatchee School District.

- 2) A Motion to approve the Second Amendment to Pre-Annexation Interlocal Agreement between the City of Wenatchee and Chelan County Fire Protection district No. 1.

- 3) A Motion to Approve the Partial Termination of Fire Station Lease Agreement between the City of Wenatchee and the Chelan County Fire Protection District No. 1.

- 4) A Motion to Authorize the Mayor to Enter in to the Real Estate Purchase and Sale Agreement between the City of Wenatchee and the Wenatchee School District No. 246 for the property commonly known as 1420 Maple Street.

RESOLUTION NO. 2017-23

A RESOLUTION, declaring certain real property surplus to the needs of the City of Wenatchee and authorizing the Mayor to sign all documents related to an intergovernmental transfer of the real property to Wenatchee School District No. 246.

WHEREAS, the City of Wenatchee owns the real property commonly known as 1420 Maple Street, Wenatchee, Washington, more particularly described as follows:

Lot 1 as delineated on City of Wenatchee Short Plat No. 1930, Chelan County, Washington, recorded in Book SP-7 of Short Plats, page 22.

WHEREAS, the real property described herein is surplus to the needs of the City; and

WHEREAS, the City of Wenatchee has the statutory authority to dispose of said real property under RCW 35A.11.010, and make intergovernmental transfers of real property to other municipalities and political subdivisions of the State of Washington under RCW 39.33.010; and

WHEREAS, the property has been commercially appraised and the true and full value of the real property has been determined; and

WHEREAS, a duly advertised public hearing as required by RCW 39.33.020 was held on April 13, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, as follows: The real property located at 1420 Maple Street, Wenatchee, Washington, and legally described as follows, is declared surplus to the needs of the City of Wenatchee:

Lot 1 as delineated on City of Wenatchee Short Plat No. 1930,
Chelan County, Washington, recorded in Book SP-7 of Short Plats,
page 22.

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE
CITY OF WENATCHEE** that the Mayor shall be and hereby is authorized to execute all
documents necessary to transfer and convey the above-described real property for its true and
full value in an intergovernmental transfer to the Wenatchee School District No. 246.

**PASSED BY THE CITY COUNCIL OF THE CITY OF
WENATCHEE** at a regular meeting thereof this _____ day of April, 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

**SECOND AMENDMENT TO PRE-ANNEXATION INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WENATCHEE
AND CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1**

THIS SECOND AMENDMENT TO PRE-ANNEXATION INTERLOCAL AGREEMENT (“Amendment”) is entered into by and between the **CITY OF WENATCHEE**, a Washington State municipal corporation (“City”) and **CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1** (“District”) for the purposes set forth herein.

RECITALS

WHEREAS, on July 1, 2015, the City annexed into the District, and;

WHEREAS, on June 17, 2015, the parties entered into a Pre-Annexation Agreement (the “Agreement”), and;

WHEREAS, on June 17, 2015, the parties entered into a Lease for Fire Station 41 located at 136 S. Chelan and for Fire Station 42 located at 1420 Maple Street, Wenatchee, Washington (“Lease”);

WHEREAS, Section 3.1 of the Agreement provides for the District to build a new fire station within the City limits, and;

WHEREAS, appraisals were completed to appraise the fair market values of Station 41 and Station 42. The appraised fair market value of Station 41 was determined to be \$750,000, and the appraised fair market value of Station 42 was determined to be \$530,000, and;

WHEREAS, Wenatchee School District (“School District”) intends to purchase Station 42 for its appraised value within the next twenty-four (24) months, and;

WHEREAS, the City and the School District have or will be entering into a Purchase and Sale Agreement for Station 42 that makes the School District’s obligation to complete the purchase contingent on the City delivering to the School District written documentation, satisfactory to the School District, that the District has agreed to terminate the Lease with the City as it relates to Station 42 and vacate the property on or before the closing date which is scheduled to be on or before June 30, 2019;

WHEREAS, the District identified a “for sale” parcel of property which would be suitable as a location for a new fire station (“Fire Station”), such property having the street address of 731 North Wenatchee Avenue, Wenatchee, Washington (the “Property”);

WHEREAS, the District has entered into a Purchase and Sale Agreement (PSA) with the owner of the Property with a purchase price of Five Hundred Seventy-Five Thousand Dollars (\$575,000) [the “Purchase Price”], a copy of which is attached hereto as Exhibit “A”, and;

WHEREAS, the parties now wish to amend the Agreement in order to allow the District to move forward with the acquisition and development of the Property and to amend the

Agreement as appropriate.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. Purchase of Property. Contingent upon the District's complete satisfaction, and waiver of, all contingencies in the PSA, the District will proceed to purchase the Property for the construction of a Fire Station. At closing of the purchase of the Property, the City will pay one-half of the appraised value of Station 41 (i.e. \$375,000) towards the Purchase Price to the Escrow Agent described in the PSA. All closing costs shall be the responsibility of the District.

1.1 When the School District closes on the purchase of Station 42, or sixty (60) months from the date of this Amendment, whichever is earlier, the City shall pay to the District one-half of the appraised value of Station 42 (i.e. \$265,000) less the sum of \$5000 for improvements to the property made by City, less the sum of any remediation work required of the City to close the sale with the School District, and less the City's closing costs consisting of the title insurance premium, one-half the title company's escrow closing fee, any sales or excise taxes applicable to the sale, and such other costs as are customarily paid by a seller in real estate transactions in the Chelan/Douglas County area.

2. Construction of Fire Station. Following the purchase of the Property, the District shall proceed to design and construct a new Fire Station on the Property. The City shall cooperate with the District with regards to issuance of such permits and approvals as may be necessary for the District to construct the Fire Station.

3. Partial Termination of Lease. The Lease shall be partially terminated as it relates to Station 42 effective not later than June 30, 2019, and the District shall vacate the premises by said date. The District and the City agree to enter into a Partial Termination of Lease concurrently herewith.

3. Amendment to Agreement. Section 3.1 of the Agreement is hereby deleted.

4. All Other Provisions. Except as modified herein, all other provisions of the Agreement shall remain unchanged and in full force and effect.

DATED this _____ day of _____, 2017.

**CHELAN COUNTY FIRE
PROTECTION DISTRICT NO. 1**

By: _____
MIKE COMPTON, Commissioner

By: _____
HERB TROXEL, Commissioner

By: _____
PHIL DORMAIER, Commissioner

CITY OF WENATCHEE

By: _____
FRANK KUNTZ, Mayor

Attest: _____
TAMMY STANGER, City Clerk

**PARTIAL TERMINATION OF FIRE STATION LEASE AGREEMENT
BETWEEN
THE CITY OF WENATCHEE
AND
CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1**

THIS PARTIAL TERMINATION OF FIRE STATION LEASE AGREEMENT BETWEEN THE CITY OF WENATCHEE AND THE CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1 (“Partial Termination”) is entered into this date by and between the City of Wenatchee, a municipal corporation of the State of Washington (the “City”), and the Chelan County Fire Protection District No. 1, a political subdivision of the State of Washington (the “Fire District”). The City and the Fire District are sometimes collectively referred to herein as the “Parties” or individually as “Party.”

RECITALS

- A. The City annexed into the Fire District effective July 30, 2015;
- B. The City and the Fire District entered into a Pre-Annexation Agreement dated June 17, 2015 which, among other things, provided that the City would lease its’ Fire Station 41 located at 136 S. Chelan and Fire Station 42 at 1420 Maple Street to the Fire District;
- C. The City and the Fire District entered into a Fire Station Lease Agreement dated June 17, 2015 for Fire Stations 41 and 42 (“Lease”);
- D. Pursuant to the Pre-Annexation Agreement, the Fire District pursued development of a new fire facility located within the boundaries of the City, located a suitable site at 731 N. Wenatchee Avenue, Wenatchee, WA and intends to close on the property within a matter of months;
- E. Pursuant to the Pre-Annexation Agreement, the City has surplused and reached an agreement with the Wenatchee School District No. 246 (“School District”) for the purchase and sale of Station 42;
- F. The purchase and sale agreement between the City and the School District requires that as a condition of the sale that the City deliver documentation satisfactory to the School District that the Fire District has agreed to terminate the Lease with the City as it relates to Station 42 and vacate the property on or before the closing date which is scheduled to be on or before June 30, 2019.

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. **Partial Termination of Lease.** The Parties agree that the Lease shall be partially terminated and of no further force or effect between the Parties not later than June 30, 2019 as it relates solely to Station 42. The Fire District shall vacate the premises of Station 42 on or before June 30, 2019.
2. **Access to Premises.** The Fire District shall allow the School District, its' officials, employees and agents, reasonable and timely access to the premises of Fire Station 42 for purposes of performing it's feasibility studies related to the afore-described sale.
3. **Full Force and Effect.** Except as modified herein, all other provisions of the Lease shall remain unchanged and in full force and effect as it pertains to Stations 41 and 42.
4. **Governing Law and Venue.** This Partial Termination shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Partial Termination of Lease shall be conducted in Chelan County, Washington.
5. **Counterpart/Facsimile/E-mail.** This Partial 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.

CITY OF WENATCHEE

By: _____
Frank Kuntz, Mayor
Date _____

ATTEST:

By: _____
Tammy Stanger, City Clerk

CHELAN COUNTY FIRE
PROTECTION DISTRICT NO. 1

By: _____
Mike Compton, Commissioner
Date _____

By: _____
Herb Troxel, Commissioner
Date _____

By: _____
Phil Dormaier, Commissioner
Date _____

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (“this Agreement”) is entered between City of Wenatchee, a municipal corporation of the State of Washington (“Seller”), and Wenatchee School District No. 246, a municipal corporation of the State of Washington (“Buyer”). Individually the Seller and Buyer may be referred to herein as a “Party” or collectively as the “Parties.”

1. Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the Property commonly known as 1420 Maple Street, Wenatchee, Washington, more particularly described as follows:

Lot 1 as delineated on City of Wenatchee Short Plat No. 1930, Chelan County, Washington, recorded in Book SP-7 of Short Plats, page 22.

2. Purchase Price.

2.1 Purchase Price. The total purchase price for the Property (“the Purchase Price”) will be the sum of Five Hundred Thirty-Seven Thousand Dollars (\$537,000).

2.2 Payment. The Purchase Price will be paid to Seller as follows:

On the Closing Date, Buyer shall pay Seller in cash the total purchase price.

3. Title to Property.

3.1 Conveyance. On the Closing Date, Seller shall execute and deliver a Statutory Warranty Deed to Buyer. The title to the Property shall be free and clear of all defects and encumbrances, and subject only to those exceptions that Buyer approves pursuant to Section 3.2 below (“the Permitted Exceptions”).

3.2 Preliminary Commitment. Seller shall order a preliminary commitment for an owner’s standard coverage policy of title insurance in the amount of the purchase price, to be issued by First American Title Insurance Company (“Title Company”) and accompanied by copies of all documents referred to in the commitment (“the Preliminary Commitment”). Seller shall be responsible for the premium of a standard coverage policy and Buyer shall be responsible for the additional premium, if any, of an extended coverage policy. Buyer shall advise Seller by written notice what exceptions to title, if any, are disapproved by Buyer (“Disapproved Exceptions”) within thirty (30) days of receipt of the Preliminary Commitment and legible copies of all exceptions to title

shown in the Preliminary Commitment. All monetary encumbrances other than nondelinquent ad valorem property taxes will be deemed to be disapproved. Seller will have ten (10) days after receipt of Buyer's notice to give Buyer notice that (i) Seller will remove Disapproved Exceptions or (ii) Seller elects not to remove Disapproved Exceptions. If Seller fails to give Buyer notice before the expiration of the ten (10) day period, Seller will be deemed to have elected not to remove Disapproved Exceptions. Notwithstanding anything to the contrary in this Agreement, Seller shall remove from title on or before the Closing Date all monetary encumbrances other than those approved by Buyer, taxes, and assessments.

If Seller elects not to remove any nonmonetary Disapproved Exceptions, Buyer will have until the expiration of the Feasibility Study Period to notify Seller of Buyer's election either to proceed with the purchase and take the Property subject to those exceptions, or to terminate this Agreement. If Seller gives notice that it will cause one or more nonmonetary exceptions to be removed but fails to remove any of them from title on or before the Closing Date, Buyer will have the right to either (i) elect to terminate this Agreement by written notice to Seller or (ii) proceed with the purchase, with an abatement of the Purchase Price equal to the actual cost of removing from title those exceptions not approved by Buyer, and to take the Property subject to those exceptions. If Buyer elects to terminate this Agreement under this Section 3.2, the Escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement.

3.3 Title Policy. Seller shall cause Title Company to issue to Buyer at closing a standard coverage owner's policy of title insurance insuring Buyer's title to the Property in the full amount of the Purchase Price subject only to the Permitted Exceptions ("the Title Policy"). The Title Policy must be dated as of the Closing Date.

4. Conditions to Closing.

4.1 Due Diligence Materials. Seller shall provide to Buyer, or make available to Buyer for inspection, as soon as possible (but in any event no later than ten (10) days after delivery of the title commitment ordered under Section 3.2 above with all documents) all materials specified in this Section 4.1 that exist and that are in Seller's actual possession or that Seller knows exist and to which Seller has access (collectively "the Due Diligence Materials"). If Seller thereafter discovers any additional items that should have been included among the Due Diligence Materials, Seller shall promptly deliver them to Buyer. Due Diligence Materials will include the following items (some of which Seller has already delivered to Buyer):

- (a) Copies of any existing and proposed easements, covenants, restrictions, agreements or other documents that, to Seller's knowledge, affect title to the Property and that are not disclosed by the Preliminary Commitment;
- (b) All surveys, plats or plans relating to the Property;

- (c) Notice of any existing or threatened litigation affecting or relating to the Property and copies of any pleadings with respect to that litigation;
- (d) (i) All governmental permits and approvals obtained or held by Seller and relating to (A) the constructions, operation, use or occupancy of any part of the Property or (B) zoning, land-use, subdivision, environmental, building and construction laws and regulations restricting, regulating or otherwise affecting the use, occupancy or enjoyment of the Property (collectively “Permits”), and (ii) any notices of violation of any Permits, or any of the laws and regulations described in Section 7.1(g);
- (e) (i) All environmental assessment reports with respect to the Property that were performed or are being performed by or for Seller, (ii) any raw data that relates to the environmental condition of the Property, (iii) any governmental correspondence, orders, requests for information or action and other legal documents that relate to the presence of Hazardous Material (as defined in Section 8) on, in or under the Property, and (iv) any other information material to the environmental condition or potential contamination of the Property;
- (f) All existing service contracts affecting the Property, including, without limitation, snow removal, extermination, and maintenance;
- (g) All warranties and guarantees affecting any portion of the Property;
- (h) Copies of any existing and proposed easements, covenants, restrictions, agreements, or other documents that are appurtenant to the Property;
- (i) Copies of all records of maintenance and repair of the plumbing, electrical, mechanical and heating, ventilation and air conditioning systems of the Property; and
- (j) Copies of all leases affecting the Property, including without limitation, any leases, and amendments thereto, pertaining to the Chelan County Fire Protection District No. 1 (“Fire District”).

4.2 Feasibility Study.

- (a) Sixty Day Period. Buyer shall have sixty (60) days (“the Feasibility Study Period”) to conduct a review with respect to the Property and satisfy itself with respect to the condition of and other matters related to the Property and its suitability for Buyer’s intended use (“the Feasibility Study”). The Feasibility Study Period shall begin on the Effective Date.

The Feasibility Study may include all inspections and studies Buyer deems necessary or desirable, in its sole discretion. Buyer and Buyer's agents, representatives, consultants, architects, and engineers, will have the right, from time to time, to enter onto the Property and make borings, drive test piles, and conduct any other tests and studies that may be necessary or desirable to ascertain the condition and suitability of the Property for buyer's intended use. Buyer shall protect, defend and indemnify Seller from and against any construction or other liens or encumbrances arising out of or in connection with its exercise of this right of entry and shall cause any such liens or encumbrances to be promptly released.

- (b) Termination of Agreement. Buyer will have the right to terminate this Agreement if, in Buyer's sole judgment, the Property is not suitable for Buyer's intended use. Buyer's right to terminate must be exercised by delivering written notice of its election to Seller on or before the expiration of the Feasibility Study Period. In the event Buyer does not complete the purchase, Buyer shall return the Property as near as is practicable to its original condition. If Buyer terminates this Agreement pursuant to this Section 4.2(b), this Agreement will terminate, and Seller and Buyer will be released from all further obligations or liability hereunder, except as otherwise specified by this Agreement.

4.3 Buyer's Contingencies. Buyer's obligation to purchase the Property is expressly contingent upon the following:

- (a) Feasibility Study. Buyer's approval, prior to the expiration of the Feasibility Study Period, of the suitability of the Property as a result of the Feasibility Study;
- (b) Environmental Condition. Buyer's approval, prior to expiration of the Feasibility Study Period, of the environmental condition of the Property pursuant to Section 8;
- (c) Lease. By June 1, 2017, Seller shall deliver to Buyer written documentation, satisfactory to Buyer, that the Fire District has agreed to terminate the lease dated June 17, 2015 ("Lease") with Seller and vacate the Property on or before the Closing Date. A copy of the Lease is attached hereto as Exhibit "A."
- (d) Title Policy. Buyer's receipt of Title Company's firm commitment to issue upon closing the Title Policy as described in Section 3.3;
- (e) Representations and Warranties. All of Seller's representations and warranties contained in or made pursuant to this Agreement being true and correct when made and as of the Closing Date;

- (f) Seller's Compliance. Seller's timely performance of all of its obligations under this Agreement; provided, Seller will be given notice of any failure on its part to perform obligations pursuant to Seller's warranties made in Section 7.1 and those obligations required of it during the Feasibility Study Period, and will have a period of time that is reasonable under the circumstances to cure its nonperformance;
- (g) Survey. Buyer's review and approval, prior to expiration of the feasibility study period, of the survey described in Section 12;
- (h) Other Buyer's Approvals. Buyer's approval of the Due Diligence Materials prior to the expiration of the Feasibility Study Period;
- (i) Access to Property. Buyer's review and approval, prior to the expiration of the Feasibility Study Period, of the sufficiency and enforceability of lawful access to the Property;
- (j) State Requirements. Satisfaction of requirements imposed on the School District by the State of Washington regarding the purchase of the Property;
- (k) Operating Systems. Buyer's approval, prior to the expiration of the Feasibility Study Period, of the condition of the plumbing, electrical, mechanical and heating, ventilation and air conditioning of the Property; and
- (l) Corrections and Modifications by Seller. Buyer's satisfaction and approval of the corrections and modifications to be made by Seller in accordance with Section 9 below.

The foregoing conditions contained in Sections 4.3(a) through 4.3(l) are collectively referred to in this Agreement as "Buyer's Contingencies."

4.4 Satisfaction/Waiver of Buyer's Contingencies. Buyer's Contingencies are solely for the benefit of Buyer. If any of Buyer's Contingencies are not timely satisfied, Buyer will have the right, at its sole election, either to waive any of them in writing and proceed with the purchase or to terminate this Agreement. If Buyer elects to terminate this Agreement, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement.

5. Closing.

5.1 Closing Date. This transaction will be closed in escrow by Title Company acting as escrow agent ("Escrow Agent"). The closing will be held at the offices of Title Company on or before June 30, 2019 ("Closing Date").

5.2 Closing

(a) Seller's Escrow Deposits. On or before the Closing Date, Seller shall deposit into escrow the following:

- (1) The duly executed and acknowledged Statutory Warranty Deed;
- (2) A duly executed and completed Real Estate Excise Tax Affidavit;
- (3) Any other documents, instruments, records, correspondence and agreements called for hereunder that have not previously been delivered;
- (4) All keys to the Property; and
- (5) A certification reaffirming as of the Closing Date that all of Seller's representations and warranties under this Agreement are true and correct.

(b) Buyer's Escrow Deposits. On or before the Closing Date, Buyer shall deposit into escrow the following:

- (1) Cash in an amount sufficient to pay the Purchase Price, plus Buyer's share of closing costs;
- (2) A duly executed and completed Real Estate Excise Tax Affidavit; and
- (3) Any other documents or instruments Buyer is obligated to provide pursuant to this Agreement (if any) in order to close this transaction.

5.3 Closing Costs.

(a) Seller's Costs. Seller shall pay the following closing costs: Premium for standard coverage owner's policy of title insurance for the amount of the Purchase Price, plus tax; real estate excise taxes applicable to the sale; and one-half of Title Company's escrow/closing fee; and such other costs as are customarily paid by a seller in real estate transactions in the Chelan/Douglas County area.

(b) Buyer's Costs. Buyer shall pay the following closing costs: Additional premium, if any, attributable to the extended coverage owner's policy of title insurance, if elected by Buyer; the cost of recording the Deed; one-half of the Title Company's escrow/closing fee; and such other costs as are customarily paid by a buyer in real estate transactions in the Chelan/Douglas County area.

5.4 Foreign Investment in Property Tax Act. The parties agree to comply in all respects with Section 1445 of the Internal Revenue Code and the regulations issued thereunder (“the Regulations”). If Seller is not a “foreign person” (as defined in the Regulations), the Seller shall deliver to Buyer through escrow a nonforeign certificate as prescribed by the Regulations, properly executed and in form and content satisfactory to Buyer. If Seller is a “foreign person” or fails or refuses to deliver the nonforeign certificate, or if Buyer receives notice, or has actual knowledge, that the nonforeign certificate is false, a tax equal to ten percent (10%) of the Purchase Price will be withheld through escrow and paid by Escrow Agent to the Internal Revenue Service in the manner prescribed by the Regulations, unless withholding is reduced or excused in the manner prescribed by the Regulations.

In the event of any withholding, Seller’s obligations to deliver title and close this transaction will not be excused or otherwise affected.

6. Adjustments and Prorations. All property taxes payable in the year of closing and assessments approved by Buyer, if any, will be prorated as of the Closing Date.

7. Representations and Warranties.

7.1 Seller’s Representations and Warranties.

- (a) Seller has full power and authority to convey the Property to Buyer.
- (b) To the best of Seller’s knowledge, the Property does comply in all material respects with all applicable zoning, land-use, building, construction, subdivision and other local, state and federal laws, ordinances and regulations and with all existing covenants, conditions, restrictions, and easements;
- (c) To the best of Seller’s knowledge, all Due Diligence Materials and other instruments and documents delivered to Buyer pursuant to this Agreement (“the Warranted Materials”) are complete and accurate originals or copies, and Seller shall advise Buyer in writing of any inaccuracies in the Warranted Materials as Seller becomes aware of them. With respect to all other instruments and documents delivered or required to be delivered to Buyer by Seller pursuant to this Agreement, Seller has not purposefully altered or withheld any of them;
- (d) Seller has not received notice of any special assessment or condemnation proceedings affecting the Property;
- (e) To the best of Seller’s knowledge, there is no litigation pending or threatened against Seller (or any basis for any claim) that arises out of the ownership of the Property and that might materially and detrimentally affect (i) the use or operation of the Property for Buyer’s intended use, or (ii) the ability of Seller

to perform its obligations under this Agreement, or (iii) the value of the Property;

- (f) This Agreement and all documents executed by Seller that are to be delivered to Buyer on the Closing Date are, or at the time of the Closing Date will be, (i) duly authorized, executed and delivered by Seller, (ii) legal, valid and binding obligations of Seller, (iii) sufficient to convey title (if they purport to do so), and (iv) in compliance with all provisions of all agreements and judicial orders to which Seller is a party or to which Seller or all or any portion of the Property is subject;
- (g) Seller has received no notice of any failure of Seller to comply with any applicable governmental requirements in respect of the use, occupation and construction of the Property, including, but not limited to, environmental, fire, health, safety, zoning, subdivision and other land use requirements that have not been corrected to the satisfaction of the appropriate governmental authority, and Seller has received no notice of, and has no knowledge of, any violations or investigation relating to any such governmental requirement;
- (h) Seller has received no notice of any default or breach by Seller under any covenants, conditions, restrictions, rights of way or easements that may affect Seller in respect to the Property or may affect the Property or any portion thereof and no such default or breach now exists;
- (i) To the best of Seller's knowledge, no building or other improvement encroaches on the Property, nor does any building or improvement that is a part of the Property encroach on lands of others or any public or private road or right of way;
- (j) To the best of Seller's knowledge, all public utilities required for the operation of the Property do either enter the Property through adjoining public streets or, if they pass through adjoining private lands, do so in accordance with valid public easements or private easements that will inure to the benefit of Buyer on the Closing Date;
- (k) To the best of Seller's knowledge, the heating, air conditioning, mechanical, electrical, and other systems and equipment forming a part of, or used in connection with, the Property are operative and in good working condition;
- (l) Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code;
- (m) All of the representations, warranties and covenants of Seller contained in this Agreement are true and correct as of the Effective Date and as of the

Closing Date and will survive the closing of the transaction contemplated by this Agreement; and

- (n) To the best of Seller's knowledge, there are no leased fixtures on the Property.

7.2 Buyer's Representations and Warranties.

- (a) Buyer is a municipal corporation, duly organized and validly existing under the laws of the state of Washington; this Agreement and all documents executed by Buyer that are to be delivered to Seller on the Closing Date are, or at the time of the Closing Date will be (i) duly authorized, executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer, and (iii) in compliance with all provisions of all agreements and judicial orders to which Buyer is a party or to or which Buyer is subject;
- (b) In connection with its Feasibility Study, Buyer will inspect those aspects of the Property, including, without limitation, its physical condition, that Buyer deems necessary in order to make a determination whether to purchase the Property; and
- (c) As of the date of this Agreement, Buyer is not aware of any default by Seller of any representation or warranty set forth in this Agreement.

8. Hazardous Materials.

8.1 Definitions.

- (a) Definition of "Environmental Laws." The term "Environmental Laws" means any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health and the environment.
- (b) Definition of "Hazardous Material." The term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105D RCW) of the Model Toxics Control Act (Chs. 70.105D RCW, 82.21 RCW), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Laws.

8.2 Compliance With Environmental Laws. Seller represents and warrants that:

- (a) Seller has no actual knowledge of the release or presence of any Hazardous Material on, in, from or onto the Property;
- (b) Seller has not generated, manufactured, refined, transported, stored, handled, disposed of or released any Hazardous Material on the Property, nor has Seller knowingly permitted the foregoing;
- (c) To the best of Seller's actual knowledge, Seller has not received any notice of any violation of any Environmental Laws;
- (d) To the best of Seller's actual knowledge, no action has been commenced or threatened regarding Seller's compliance with any Environmental Laws;
- (e) To the best of Seller's actual knowledge, no tanks used for the storage of any Hazardous Material above or below ground are present or were at any time present on or about the Property; and
- (f) To the best of Seller's actual knowledge, no action has been commenced or threatened regarding the presence of any Hazardous Material on or about the Property.

8.3 No Waiver of Liability. To the best of Seller's knowledge, Seller has not released or waived and will not release or waive the liability of any previous owner, lessee or operator of the Property or any party who may be potentially responsible for the presence or removal of Hazardous Material on or about the Property. Seller has made no promises of indemnification regarding Hazardous Material to any party except Seller's lender(s).

8.4 Environmental Inspection. During the Feasibility Study Period, Buyer will have the right to take soil and water samples (including groundwater samples) from the Property, and to test and analyze those samples to determine the extent of any contamination of the soils and water (including groundwater) on or about the Property. If, based on the results of those inspections and/or tests, Buyer determines that the condition of the Property is unsatisfactory or if Buyer believes that its ownership of the Property would expose Buyer to undue risks of government intervention or third-party liability, Buyer may, without liability, cancel the purchase of the Property and terminate this Agreement.

9. Corrections and Modifications by Seller. Seller shall not be required to perform any additional corrections and modifications to the Property prior to Closing.

10. Risk of Loss. Seller shall deliver the Property to Buyer on Closing Date in the same condition existing as of the Effective Date. Risk of loss of or damage to the Property shall be borne by Seller until the Closing Date or until Buyer takes possession of the Property, whichever date is earlier. Thereafter, Buyer shall bear the risk of loss.

11. Possession. The Fire District is currently in possession of the Property in accordance with the Lease with Seller. If the Fire District does not terminate the Lease and vacate the Property by the Closing Date, then Buyer shall have the right to terminate this Agreement by written notice to Seller and Escrow Agent. If Buyer so terminates this Agreement, the escrow will be terminated, all documents and other funds will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, except that Seller shall pay any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

12. ALTA Survey. Buyer's obligation to purchase the Property will be subject to approval by Buyer prior to the expiration of the Feasibility Study Period (as defined in Section 4.2) of a survey of the Property ("the Survey"). The Survey must be made by a registered public surveyor selected by Buyer and must be prepared in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by the American Congress of Surveying and Mapping and the American Land Title Association ("the Survey Standards"). Without limitation to the foregoing, the Survey will show the location of all easements, with recording numbers, if any, all building setback lines, encroachments, if any, the zoning of the property, and whether any part of the property is in a designated flood plain. The Survey must be certified to Buyer and Title Company in accordance with Section 8 of the Survey Standards. Buyer shall pay the cost of the Survey.

13. Events of Default.

13.1 By Seller. If there is an event of default under this Agreement by Seller (including a breach of any representation, warranty or covenant), Buyer will be entitled to (a) in addition to all other remedies available at law or in equity, to seek specific performance of Seller's obligations under this Agreement or (b) to terminate this Agreement by written notice to Seller and Escrow Agent. If Buyer so terminates this Agreement, the escrow will be terminated, all documents and other funds will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, except that Seller shall pay any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

13.2 By Buyer. In the event Buyer fails, without lawful excuse, to complete the purchase of the property, then Seller shall be entitled to all remedies available at law.

14. Notices. Any notices under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Seller: City of Wenatchee
Attention: Mayor
P.O. Box 519
Wenatchee, WA 98807-0519

Buyer: Wenatchee School District No. 246
Attention: Superintendent
P.O. Box 1767
Wenatchee, WA 98807-1767

Any notice will be deemed to have been given when personally delivered, including delivery by courier service, and if delivered via facsimile, the same day as verified, provided that any verification that occurs after 5:00 p.m. on a business day, or at any time on a Saturday, Sunday, or holiday, will be deemed to have occurred as of 9:00 a.m. on the following business day.

15. Real Estate Commission/Representation. Except as provided below, 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 cause 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 attorneys' fees and costs) arising out of that claim.

16. Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

17. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the Closing Date, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington.

19. Entire Agreement. This Agreement and the exhibits to it constitute the entire agreement between the parties with respect to the purchase and sale of the Property, and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement.

20. Attorney Fees. If either party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this

Agreement, the defaulting party or the party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorney fees incurred in connection with any federal, state or bankruptcy court proceeding.

21. Time of the Essence. Time is of the essence of this Agreement.

22. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

23. Nonmerger. The terms and provisions of this Agreement, including, without limitation, all indemnification obligations, will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

24. Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

25. Counterparts/Facsimile. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart or facsimile. 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 transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the closing agent, the parties will confirm facsimile transmitted signatures by signing an original document.

26. Effective Date. This Agreement shall become effective on the date that both Seller and Buyer have executed and delivered a copy of this Agreement to each other ("Effective Date").

27. Encumbrance During Interim. Seller may not financially encumber the Property prior to the Closing Date, unless the encumbrance is discharged or satisfied on or before Closing Date.

28. 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.

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

BUYER:
WENATCHEE SCHOOL DISTRICT NO. 246

By _____
ROBERT SEALBY, President
of Board of Directors
Date: _____

By _____
BRIAN L. FLONES, Superintendent/
Secretary of Board of Directors
Date: _____

SELLER:
CITY OF WENATCHEE

By _____
FRANK KUNTZ, Mayor
Date: _____

EXHIBIT A

[LEASE]

CITY OF WENATCHEE FIRE STATION
LEASE AGREEMENT WITH
CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1

THIS LEASE AGREEMENT ("Lease Agreement") is made and entered into this 17th day of June, 2015 by and between the CITY OF WENATCHEE ("City") and CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1 ("District").

ARTICLE I
Recitals

- 1.1 **PRELIMINARY STATEMENT:** This Lease Agreement is made with reference to the following facts:
- a. The City is annexing into the District effective July 30, 2015 (the "Annexation Effective Date");
 - b. The parties have entered into a Pre-Annexation Agreement dated June 17, 2015 (hereinafter referred to as the "Interlocal Agreement");
 - c. The City is the owner of certain real properties in Wenatchee, Washington which have been used as fire stations by the City (the "Premises"); and
 - d. The District needs to have use of the Premises in order to provide services effectively to the City.
- 1.2 **DEFINED TERMS:** The following terms shall have the meanings specified in this article, unless otherwise specifically provided herein. Other terms may be defined in other parts of this Lease Agreement.

City: City of Wenatchee
129 S. Chelan Street
Post Office Box 519
Wenatchee, WA 98807-0519

District: Chelan County Fire Protection District No. 1
206 Easy Street
Post Office Box 2106
Wenatchee, WA 98807-2106

Description of Premises: Fire Station 41, Fire Station 42

Description of Premises: Fire Station 41: Approximately 11,100 sq ft of building, plus associated land located at 136 S. Chelan, Wenatchee, Washington; Fire Station 42: Approximately 4,348 sq ft of building, plus associated land located at 1420 Maple Street, Wenatchee, Washington.

Use of Premises: Fire Stations

Exhibits: Exhibit "A" – Legal Description of Premises
Exhibit "B" – Map of Premises

The above-described exhibits are attached to this Lease Agreement and by this reference are made a part hereof.

ARTICLE II

Premises and Term

- 2.1 **PREMISES:** In consideration of the Interlocal Agreement and the District's maintenance obligations herein, the City hereby grants to the District exclusive use and possession of the Premises on the terms and conditions herein.
- 2.2 **TERM:** The term of this Lease Agreement shall initially be for five (5) years commencing on the Annexation Effective Date. This Lease Agreement shall be automatically renewed for additional (5) periods so long as the Premises are needed by the District for use as a fire station. This Lease Agreement shall terminate if the District ever ceases to use the Premises as a fire station.

ARTICLE III

Charges and Utilities

- 3.1 **RENT:** No rent shall be assessed to the District. The parties agree that the rights and contractual obligations contained within the Interlocal Agreement and this Lease Agreement for Fire and Emergency Medical Services constitute adequate consideration for the District's use and possession of the Premises.
- 3.2 **UTILITIES AND SERVICES:** The District shall be responsible for the cost of all utilities used on the Premises.

- 3.2.1 The City will ensure the supply of all utilities necessary for the Use of the Premises, which shall include: water, sewer, garbage, electrical power, gas, and telephone.

ARTICLE IV

Use of Premises, Condition of Property,

Improvements, Removal of Property, Maintenance, and Utilities

- 4.1 **USE OF THE PREMISES:** The District shall be entitled to use the Premises for a Fire Station.
- 4.2 **CONDITION OF PREMISES:** The City leases the Premises to the District in an "as is" condition and stipulates that it has examined the Premises.
- 4.3 **REMOVAL OF PERSONAL PROPERTY:** If the District fails to remove any of its personal property from the Premises within sixty (60) days of the termination of this Lease Agreement, such property shall revert to the City and the City may dispose of all or any part of such property in any manner the City shall deem proper.
- 4.4 **MAINTENANCE BY THE CITY:** The City shall maintain in good condition the structural and exterior components of the building. The City shall not be obligated to repair or replace any fixtures or equipment installed by the District and the City shall not be obligated to make any repair or replacement occasioned by act or omission of the District, its employees, agents, invitees or licensees. The City shall maintain in good condition and repair the HVAC, plumbing and electrical systems. The City shall keep the sidewalks adjacent to the premises at all times in good repair. The District shall notify the City of any major and significant defects that the City may be required to repair or address pursuant to this provision.
- 4.5 **MAINTENANCE BY THE DISTRICT:** The District, at its sole cost and expense, shall provide the routine and normal maintenance of the Building, the Premises and all improvements thereon. All janitorial services for cleaning the Building shall be at the expense of the District. The District shall keep the sidewalks adjacent to the premises free from snow, ice or debris in accordance with Wenatchee City Code. The District shall be responsible for the maintenance and care of the landscaping and plantings located on or adjacent to the premises. The District shall be responsible for any snow removal at the premises including driveways and parking lots.

- 4.5 **ALTERATIONS AND IMPROVEMENT:** The District shall make no structural alterations to the buildings on the Premises or construct any building or make other material improvements on the Premises without the prior, expressed, and written consent of the City, which shall not be unreasonably withheld, conditioned or delayed. Additionally, Station 41 is a Historic Structure and any proposed alterations, improvements or expansions of the facility shall be subject to provisions of the City's Historic Preservation Code (WCC 2.36). All alterations, changes, and improvements built, constructed, or placed on the Premises by the District with the exception of fixtures removable without damage to the Premises, and moveable personal property, shall, unless otherwise provided by written agreement between the District and the City, be the property of City and remain on the Premises at the expiration or earlier termination of this Lease Agreement.
- 4.6 **DEFAULT:** If any default is made in the performance of or incompliance with any term or condition of this Lease Agreement, the City may terminate the Lease but only if the District fails to cure the default within the sixty (60) day period after the City has provided the District with a detailed notice of such default. The City shall not be entitled to terminate if the default cannot be practicably cured within such sixty (60) day period and the District is taking reasonable steps to cure such default within a reasonable time.

ARTICLE V

Insurance and Financial Security

- 5.1 **CASUALTY LOSS:** The parties hereto agree that the City shall not be responsible to the District for any property loss or damage done to the District's personal property occasioned by reason of any fire, storm or other casualty whatsoever beyond the control of the City. They City shall insure the Building for casualty loss.
- 5.2 **LIABILITY INSURANCE:** The District shall, at the District's expense, maintain public liability and property damage insurance insuring against any and all claims for injury to or death of persons and loss of or damage to property occurring upon, in or about the premises. Such insurance shall have liability limits of not less than One Million Dollars (\$1,000,000) in respect of injury or death to any one person, not less than One Million Dollars (\$1,000,000) in respect of any one occurrence or accident, and not less than Five Hundred Thousand Dollars (\$500,000) for property damage with a maximum deductible amount of Twenty Five Thousand Dollars (\$25,000).

All such insurance shall contain a provision whereby the carrier agrees not to cancel or modify the insurance without twenty (20) days prior written notice to the City.

On or before taking possession of the premises pursuant to the Lease, the District shall furnish the City with a certificate evidencing the aforesaid insurance coverage, and renewal certificates shall be furnished to the City at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

- 5.3 The District shall, at the District's expense, maintain on all of District's personal property and leasehold improvements and alterations on the premises a policy of standard fire insurance, with extended coverage, in the amount of their replacement value. All proceeds of any such insurance shall be applied to the restoration of fixtures, improvements and alterations

ARTICLE VI

Environmental Liability

- 6.1 **INDEMNIFICATION FOR ENVIRONMENTAL CLAIMS:** Each party shall indemnify and hold the other party harmless from any and all claims, demands, judgments, orders, or damages resulting from the release of Hazardous Substances on the Premises caused in whole or in part by the activity of the indemnifying party, its agents, employees, licenses or invitees. The term "Hazardous Substances," as used herein, shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1257 et seq.; the Clean Air Act, 42 U.S.C. Sec. 2001 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxic Control Act, RCW 70.105D all as amended and subject to all regulations promulgated thereunder.

ARTICLE VII

Miscellaneous Provisions

- 7.1 **INDEMNIFICATION AND HOLD HARMLESS:** Each party agrees to protect, save, defend, hold harmless, and indemnify the other party, its officers, employees and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences on the Premises, occasioned by either the negligent or willful conduct of the indemnifying party, regardless of who the injured party may be.
- 7.2 **ASSIGNMENT OF AGREEMENT:** The District may not assign this Lease Agreement, except to a successor entity to the District, subject to approval of the City, which will not be unreasonably withheld.
- 7.3 **TERMINATION:** At the expiration of the lease term, or as may be sooner terminated pursuant to this Lease Agreement, the District shall quit and surrender the Premises in as good as state and condition as they were at the commencement of this Lease Agreement, reasonable use, wear and tear excepted.

- 7.4 **NOTICES:** All notices, demands, requests, consents, and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered mail, return receipt requested, postage prepaid to the addresses set forth above or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.
- 7.5 **QUIET ENJOYMENT:** The City covenants that the District shall have quiet enjoyment of the Premises during the term of this Lease Agreement so long as the terms are complied with by District and subject to City's right of entry onto the Premises as set forth herein.
- 7.6 **CITY MAY ENTER PREMISES:** It is agreed that the duly authorized officers or agents of City may enter to view the Premises; provided that the City shall do so in such manner as not to materially interfere with the District's normal and usual operations.
- 7.7 **INTERPRETATION:** This Lease Agreement has been submitted to the scrutiny of the parties hereto and their counsel, if desired. In any dispute between the parties, the language of this Lease Agreement shall in all cases be construed as a whole according to its fair meaning and not for or against either the City or the District solely on the basis of which party drafted the provision. If any word, clause, sentence, or combination thereof for any reason is declared by a court of law or equity to be invalid or unenforceable against one party or the other, then such finding shall in no way affect the remaining provisions of this Lease Agreement.
- 7.8 **GOVERNING LAW:** This Lease Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action jurisdiction and venue shall lie exclusively in Chelan County, Washington.
- 7.9 **ENTIRE AGREEMENT:** This Lease Agreement and the Interlocal Agreement contain all of the understandings between the parties concerning the matters set forth herein. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Lease Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Lease Agreement executed with all necessary legal formalities by the parties hereto.

DATED this 17th day of June, 2015.

**CHELAN COUNTY FIRE
PROTECTION DISTRICT NO. 1**

By: [Signature]
Commissioner

By: 3 D
Commissioner

By: [Signature]
Commissioner

CITY OF WENATCHEE

By: [Signature]
Mayor

Attest: [Signature]
City Clerk

Approved as to form:

By: _____
City Attorney

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STATE OF WASHINGTON)
) ss.
COUNTY OF CHELAN)

On this day personally appeared before me Mike Compton, Phil Durmaier and Herb Troxel, to me known to be the Commissioners of CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1 and on oath verified that they were authorized to execute this document on behalf of the District for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of June 2015.



Cindy E. Blaufuss
Name: Cindy E. Blaufuss
NOTARY PUBLIC in and for the State of
Washington, residing at E. Wenatchee

STATE OF WASHINGTON)
) ss.
COUNTY OF CHELAN)

On this day personally appeared before me Frank J. Kuntz, to me known to be the City Manager and the City Clerk, respectively, of the CITY OF WENATCHEE and on oath verified that they were authorized to execute this document on behalf of the City for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of June 2015.



Tammy L. Stanger
Name: Tammy L. Stanger
NOTARY PUBLIC in and for the State of
Washington, residing at E. Wenatchee

