



WENATCHEE CITY COUNCIL
Thursday, September 14, 2017
Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

AGENDA

4:00 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).

Executive session to consider the minimum price at which real estate will be offered for sale when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public. RCW 42.30.110(1)(c).

Executive session to discuss with legal counsel representing the agency matters relating to litigation or potential litigation to which the agency may 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 #183039 through #183205 in the amount of \$243,498.19 for August 24, 2017
Wires #1421 and #1422 in the amount of \$39,987.31 for August 28, 2017
Payroll distribution in the amount of \$12,207.62 for August 31, 2017
Claim checks #183206 through #183259 in the amount of \$489,456.96 for August 31, 2017
Claim checks #183260 through #183268 in the amount of \$4,861.75 for August 31, 2017
Benefit/deduction checks in the amount of \$765,520.34 for August 31, 2017
Payroll distribution in the amount of \$5,660.01 for September 5, 2017
Payroll distribution in the amount of \$1,161.46 for September 5, 2017
Payroll distribution in the amount of \$414,928.30 for September 5, 2017
Claim checks #183289 through #183326 in the amount of \$376,528.59 for September 7, 2017

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

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.

- Young Professionals Week Proclamation
- Suicide Prevention Month Proclamation
- GEAR Up Week Proclamation
- Certificate of Municipal Leadership Presentation

5. Action Items.

- A. Wenatchee WWTP Grit Removal improvements – Project No. 1705
Presented by Utilities Senior Engineer Jeremy Hoover

Motion for City Council to authorize the Mayor to negotiate with Gray and Osborne, Inc. for design services for the Wenatchee WWTP Grit Removal Improvements (Project No. 1705) and further authorize the Mayor to sign a contract on behalf of the City.

- B. Interlocal Agreement for Establishing a Multi-Agency Digital Forensic Investigation Unit
Presented by Wenatchee Police Department Captain Jim West

Motion for City Council to authorize the Mayor to enter into the Interlocal Agreement between Chelan County, Douglas County, the City of Wenatchee, the City of East Wenatchee, the Washington State Fish and Wildlife Police, and the Columbia River Drug Task Force for establishing a multi-agency Digital Forensic Investigation Unit to include the purchase and annual licensing for Cellebrite Mobile Forensics.

- C. Moratorium on Uses with Outdoor Storage in the North Wenatchee Business District in the Olds Station Area
Presented by Planning Manager Stephen Neuenschwander

Motion to approve Ordinance No. 2017-20, adopting a six (6) month moratorium within the City of Wenatchee on the acceptance of applications for establishment, siting, location, permitting, of new outdoor sales or rentals, or new uses involving storage of merchandise, inventory or equipment in the North Wenatchee Business District located in the Olds Station area, to be effective immediately, setting a date for the public hearing on the moratorium, and declaring an emergency necessitating immediate adoption of a moratorium.

- D. Vacation of a Portion of the City Right-of-Way Along Ohme Garden Road
Presented by City Engineer Gary Owen

Motion to approve Resolution No. 2017-47, initiating the vacation of a portion of the city right-of-way along Ohme Garden Road.

- E. Final Acceptance: Mission St. – Miller St. Intersection & Chelan Ave. – Miller St. & Springwater St. Intersection Project No. 1303
Presented by City Engineer Gary Owen

Motion for City Council to accept the work performed by the contractor, KRCI LLC, on the Mission St. – Miller St. Intersection & Chelan Ave. – Miller St. & Springwater St. Intersection Project No. 1303, and further authorize the Mayor to sign the Final Contract Voucher on behalf of the City of Wenatchee.

- F. Final Acceptance: Mission Miller Pavement Preservation, Project No. 1519
Presented by City Engineer Gary Owen

Motion for City Council to accept the work performed by the contractor, Granite Construction Co., on the Mission/Miller and Chelan/Miller Pavement Preservation Project No. 1519, and further authorize the Mayor to sign the Final Contract Voucher on behalf of the City of Wenatchee.

- G. Citywide Pedestrian Safety Improvements – Final Acceptance
Presented by City Engineer Gary Owen

Motion for City Council to accept the work performed by the contractor, WM Winkler Company, on the Citywide Pedestrian Safety Improvements, Project No. 1502/1230, and further authorize the Mayor to sign the Final Contract Voucher on behalf of the City of Wenatchee.

- H. Transfer Agreement – Regional Stormwater Pond, Olds Station
Presented by Utilities Manager Mitch Reister

Motion for City Council to approve the Intergovernmental Transfer Agreement with Chelan County and the Port of Chelan County, and authorize the Mayor's signature.

- I. Shieni Annexation – Setting a Public Hearing Date
Presented by Community Development Department

Motion to approve Resolution 2017-48, fixing time for public hearing on petition for annexation of an unincorporated area at the northeast corner of Stella and Walnut also known as the Shieni Annexation.

- J. Interlocal Agreement for 609 Lynn Street Clean Up
Presented by City Attorney Steve Smith

Motion for City Council to approve the Interlocal Agreement with Chelan County and to authorize the Mayor to sign the Agreement.

6. Public Hearings. None.

7. Reports.

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

8. Announcements.

9. Adjournment.



WENATCHEE CITY COUNCIL MEETING

Thursday, August 24, 2017

Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

DRAFT

MINUTES

In attendance:

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

Staff in attendance:

Executive Services Director Allison Williams
City Attorney Steve Smith
City Clerk Tammy Stanger
IS Support Jessi Saucedo
Public Information Officer Annagrisel Alvarez
Human Resources Assistant Maria Holman
Finance Director Brad Posenjak
Economic Development Director Steve King
City Engineer Gary Owen
Public Works Director Matt Leonard
Utilities Manager Mitch Reister
Associate Planner Matt Parsons
Community Planner Brooklyn Holton
Police Chief Steve Crown

5:15 p.m. Regular Meeting

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

Mayor Pro Tem Keith Huffaker called the meeting to order at 5:15 p.m. Councilmember Jim Bailey led the Pledge of Allegiance. All Councilmembers were present. Mayor Kuntz was absent as he was visiting the city's Sister City, Misawa, Japan.

2. Consent Items:

- Motion to approve agenda, vouchers, and minutes from previous meetings.
- Resolution No. 2017-44, revising the regular meeting schedule for November and December, 2017.

- Resolution No. 2017-45, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Department of Public Works to dispose of the personal property identified herein.

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

3. Citizen Requests/Comments. None.

4. Presentations.

- AWC/RMSA Retro Safety Academy Graduates. Maria Holman announced the recent AWC/RMSA Retro Safety Academy Graduates. The city is pleased to present the following employees with a certificate of achievement for completing the Retro Safety Academy. These graduates have completed a 12-class training course covering workplace safety and compliance standards. The AWC Retro Safety Academy helps to strengthen our safety culture and increases awareness in safety.

| | | |
|-------------|---------------|------------------|
| Cammy Coble | Tim McCord | Adam Reichert |
| Kari Page | Kevin Patrick | Elizabeth Rivera |
| Ruta Jones | Jenni Rayson | Devlin Walt |

Additionally, AWC recognizes the benefit of safety training; for 2017, the City received a \$3,502.24 Retro Service Fee discount for having safety trained individuals on our City Team.

Councilmember Jim Bailey, who also sits on the Board of Directors for RMSA, thanked the staff for taking the time and effort in making the city a better, safer place. The trainings help reduce risk and the city has done quite well with reducing risk through the trainings offered by AWC/RMSA.

EVERYONE HOME SAFE EVERY NIGHT!

Mayor Pro Tem Keith Huffaker also took this time to thank Maria Holman for her 16 years of service with the City of Wenatchee. Her last day with the City of Wenatchee is tomorrow, Friday, August 25, as she takes on a new opportunity as the City Clerk for the City of East Wenatchee. He also announced that there will be a breakfast tomorrow in Maria's honor and that everyone was invited to attend.

5. Action Items.

A. LTGO Bond Ordinance

Finance Director Brad Posenjak, Economic Development Director Steve King, and Bond Counsel Roy Koegen presented the staff report.

Motion by Councilmember Mark Kulaas to approve Ordinance No 2017-19, establishing a line of credit not to exceed \$5,000,000, and authorizing the Mayor Pro Tempore to execute the bond purchase contract with North Cascades Bank. Councilmember Lyle Markhart seconded the motion. Motion carried (7-0).

B. Supplement #3 to Agreement with HDR Engineering for McKittrick Street Rebuild Project No. 1501

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

Motion by Councilmember Mike Poirier for City Council to authorize the Mayor to sign Supplemental Agreement #3 with HDR Engineering, Inc. for the McKittrick Street Rebuild Project, City Project #1501. Councilmember Ruth Esparza seconded the motion. Motion carried (7-0).

C. Interlocal Cooperative Agreement between the City of Wenatchee and Chelan County

Utilities Manager Mitch Reister presented the staff report. Council asked questions. Public Works Director Matt Leonard also answered questions.

Motion by Councilmember Jim Bailey for City Council to approve the Interlocal Agreement with Chelan County of labor, equipment and materials, and authorize the Mayor's signature. Councilmember Lyle Markhart seconded the motion. Motion carried (7-0).

D. Wenatchee Federal Building Architectural Services

Economic Development Director Steve King presented the staff report. Council asked questions. Councilmember Mark Kulaas spoke about the selection process and the experience that ARC has with municipal buildings and repurposing and retrofitting buildings. They were chosen as the most qualified firm for the project. He and Councilmember Mike Poirier were part of the selection committee.

Motion by Councilmember Mark Kulaas for City Council to authorize the Mayor to negotiate and sign contracts with ARC Architects for architectural services associated with evaluation of repurposing the Federal Building for a new City Hall. Councilmember Mike Poirier seconded the motion. Motion carried (7-0).

E. Project #1518 Final Acceptance

Public Works Director Matt Leonard presented the staff report.

Motion by Councilmember Linda Herald for City Council to accept the work performed by the Contractor Taurus Power & Controls, for the Domestic Water SCADA System Upgrade, Project 1518 and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

F. Annexation 10 Percent Petition – Shieni

Associate Planner Matt Parsons and Housing and Community Planner Brooklyn Holton presented the staff report. Council asked questions.

Motion by Councilmember Mark Kulaas for City Council to approve the annexation boundary including the applicant's parcel and adjacent right of way of the ten percent (10%) annexation petition for property located in an unincorporated area northeast of Stella Avenue and Walnut Street to require the adoption of the proposed zoning regulations as it is set forth in the Comprehensive Plan of the City as North Wenatchee Business District, and to require the assumption of existing indebtedness of the City by the area to be annexed. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

G. Agreement – Pedestrian Access - Draggoo

Community Development Director Glen DeVries presented the staff report. It was noted that Braden Draggoo was also present. Council asked questions.

Motion by Councilmember Linda Herald for City Council to authorize the Mayor to sign the Pedestrian Access Agreement. Councilmember Lyle Markhart seconded the motion. Motion carried (7-0).

6. Public Hearings. None.

7. Reports.

- a. Mayor's Report. None (the Mayor was in Misawa, Japan).
- b. Reports/New Business of Council Committees.

Councilmember Lyle Markhart asked City Clerk Tammy Stanger to let everyone know about the bowling tournament being planned by the Wellness Committee. The City of Wenatchee Bowling Tournament is set for Sunday, September 24 at 1pm at Eastmont Lanes. It is hoped that the Mayor and City Councilmembers would be team captains and we would have teams of four. The cost will be \$9/per person which includes shoes. Those wishing to participate in this tournament should RSVP to Tammy Stanger by September 15.

8. Announcements. None.

9. Adjournment. With no further business the meeting adjourned at 6:00 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk

PROCLAMATION

YOUNG PROFESSIONALS WEEK September 24-30, 2017

WHEREAS, Young Professionals Week is dedicated to celebrate, retain, and inspire Young Professionals in the City of Wenatchee; and

WHEREAS, Young Professionals are recognized as an integral piece of the City of Wenatchee's current workforce and economic, social and cultural future; and

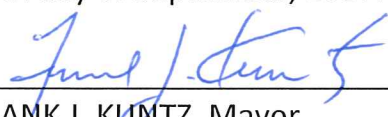
WHEREAS, Community leaders, businesses, organizations and Young Professionals will forge connections to drive the community forward through unique opportunities and partnerships; and

WHEREAS, The community is encouraged to participate in the ongoing mentorship of Young Professionals, and support creative thinking and enthusiasm in the City of Wenatchee's future leaders;

WHEREAS, Young Professionals Week in the City of Wenatchee is a resource for Young Professionals in the Wenatchee Valley to come together, network, and be exposed to things they may not have otherwise known to exist in their community. A variety of activities will be offered at different times of the day during Young Professionals Week for everyone to enjoy.

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee, do hereby proclaim the week of September 24-30, 2017, as Young Professionals Week in the City of Wenatchee, and encourage Young Professionals to attend the many downtown activities planned September 25-29, as a way for Young Professionals to come together and connect, and build relationships.

IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 14th day of September, 2017.



FRANK J. KUNTZ, Mayor



PROCLAMATION

SEPTEMBER IS SUICIDE PREVENTION MONTH

WHEREAS, suicide is the 10th leading cause of death in the United States and 8th leading cause of death in Washington State; and

WHEREAS, 121 people die by suicide every day in the United States resulting in nearly 44,000 suicides each year; and

WHEREAS, Chelan County has a higher rate of suicide (18%) than the Washington State average (13%) for several years; and

WHEREAS, firearms are the leading method in Washington State and Chelan County; and

WHEREAS, more than 90 percent of people who die by suicide have a diagnosable and treatable mental health condition, although often the condition is not recognized or treated; and

WHEREAS, suicide is preventable if help is obtained and people know where to access help; and

WHEREAS, organizations, such as the Suicide Prevention Coalition of North Central Washington, offer education, resources, outreach, and support for individuals affected by suicide; and

WHEREAS, organizations, such as the Suicide Prevention Coalition of North Central Washington, envision a world without suicide and are dedicated to saving lives and bringing hope to those affected by suicide.

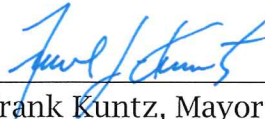
WHEREAS, the City of Wenatchee recognizes that this is a community effort and whenever possible will encourage training in suicide prevention, knowledge of warning signs, the destigmatizing the seeking of mental health; and

WHEREAS, when community members are depressed or possibly suicidal, residents are encouraged to refer to counseling/crisis services and to ask about suicidal thinking to save a life; and

WHEREAS, the City of Wenatchee will be part of the solution and commit to a future of working towards zero suicide.

NOW, THEREFORE, I, Frank Kuntz, Mayor of the City of Wenatchee, WA do hereby proclaim the Month of September to be SUICIDE PREVENTION MONTH in the City of Wenatchee and I will work to encourage ongoing support of community efforts to eradicate suicide.

Presented this 14th day of September 2017



Frank Kuntz, Mayor

Proclamation

WHEREAS, the Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) is a federally-funded program designed to increase the number of students who stay in school and succeed in postsecondary education; and

WHEREAS, GEAR UP focuses on students from low-income and underserved communities who might be the first person in their family to go to college; and

WHEREAS, Washington GEAR UP serves over 37,000 students in grades six through twelve, and has enabled thousands of students to achieve the dream of going to college as a result of GEAR UP grants awarded since 1999; and

WHEREAS, Washington is committed to providing a quality education for all students, helping them to achieve their highest potential;


NOW, THEREFORE, I, Frank J. Kuntz, as Mayor of the city of Wenatchee, do hereby proclaim September 17-23, 2017, as

GEAR UP Week

in Washington, and I encourage all people in our state to join me in this special observance.

Signed this 14th day of September, 2017




Frank J. Kuntz, Mayor

AWC Certificate of Municipal Leadership

The Association of Washington Cities
recognizes

Councilmember Lyle Markhart

City of Wenatchee

for the successful completion of AWC's
Certificate of Municipal Leadership training program.

Presented 8/9/2017



Pat Johnson, AWC President

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

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



SUBJECT: Wenatchee WWTP Grit Removal improvements - Project No. 1705

DATE: August 31, 2017

MEETING DATE: September 14, 2017

I. OVERVIEW

The City Wastewater Treatment Plant (WWTP) receives flow from three pipes that combine in a junction box, on the north side of the plant drive entrance, immediately west of the screenings building. Downstream of the junction box, an increasing amount of grit accumulation has been observed in the influent pump station wet well causing issues further down the line in the plant processes.



The Grit Removal Improvements Project was identified in the recently adopted 2016 Wastewater Facilities Plan Update. This project will design the new infrastructure improvements to remove the coarse grit fraction from the wastewater stream prior to the influent entering the plant. As part of the first phase of the project, a design analysis report will be generated to identify specific options available for facilities that can accomplish the end goal. Metering of incoming flows will also be included with the improvements. Once alternatives are presented, and the most appropriate and efficient method determined, the consultant will proceed with design of the improvements resulting in construction level plans and specifications.

City staff issued a Request for Qualifications in July 2017. Selection criteria included qualifications of key personnel, ability to complete project on time and within established budget, project understanding including method of approach, experience with wastewater treatment plant processes, design, and construction, current workload and percent of time the project manager will be dedicated to this project, as well as past projects and references for similar projects. Five submittals were received and, upon completion of a selection matrix, it was determined that Gray & Osborne, Inc. was best qualified to perform engineering services for this project.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to negotiate with Gray and Osborne, Inc. for design services for the Wenatchee WWTP Grit Removal improvements (Project No. 1705) and further authorize the Mayor to sign a contract on behalf of the City.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

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

This project was identified in the current CIP budget and will be funded by Fund 401 - Water/Sewer.

Project Budget

| Task | Total |
|--------------------------|---------------------|
| Design Engineering | \$20,900.00 |
| Construction Contract | \$209,000.00 |
| Construction Engineering | \$31,350.00 |
| Art Fund | \$2,090.00 |
| Totals | \$263,340.00 |

IV. PROPOSED PROJECT SCHEDULE

Report preparation and design duration is anticipated to be four to five months. Construction is anticipated for the 2nd quarter of 2018. Construction duration will depend on the final recommendations in and decisions made based on the results of the design report.

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Matt Leonard, Public Works Director
Mitch Reister, Utilities Manager
Brad Posenjak, Finance Director
Rachel Evans, Contracts Coordinator

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Jim West, Captain Wenatchee Police Department

SUBJECT: Interlocal Agreement between Chelan County, Douglas County, the City of Wenatchee, the City of East Wenatchee, the Washington State Fish and Wildlife Police, and the Columbia River Drug Task Force for establishing a multi-agency Digital Forensic Investigation Unit.

DATE: September 14, 2017

Overview: To establish an interlocal agreement to form a multi-agency Digital Forensic Investigation Unit. As mobile devices rise in popularity and sophistication, so does their use among people conducting illegal activities. For that reason, evidence from mobile devices is becoming increasingly important to law enforcement in conducting investigations. Some of these crimes include; Homicide, Sexual assault, Kidnapping, Child Exploitation/Pornography, Missing Persons, and Arson to name a few. With the increasing popularity of smart phones along with the growing reliance people have with them, virtually there could be evidence of any type of crime hidden in cellphones and computers.

Cellebrite Mobile Forensics will provide the ability to forensically examine cellphones and cloud servers. The Wenatchee Police Department already owns a Forensic Recovery Evidence Device (FRED) computer. This computer is capable of running the software provided by Cellebrite. The cloud analyzer provided by Cellebrite would be a new tool for us with investigations. This tool would give investigators the ability to obtain evidence from cloud based accounts such as; Facebook, Twitter, etc.

The one-time initial cost for Cellebrite Mobile Forensics would be: \$33,743.46. This includes the software, licensing, and training for two investigators. The annual licensing fee would be \$7500.00. The cost per agency would be: initial \$5,623.91 and an annual cost of \$1,250.00. The City of Wenatchee would be the host agency and would be making the initial purchase from Cellebrite and then bill the partner agencies.

| | |
|--------|------------|
| WPD: | \$5,623.91 |
| EWPD: | \$5,623.91 |
| DCSO: | \$5,623.91 |
| CCSO: | \$5,623.91 |
| CRDTF: | \$5,623.91 |
| WDFW: | \$5,623.91 |

Action Requested: Motion to authorize the Mayor to enter into the Interlocal Agreement between Chelan County, Douglas County, the City of Wenatchee, the City of East Wenatchee, the Washington State Fish and Wildlife Police, and the Columbia River Drug Task Force for establishing a multi-agency Digital Forensic Investigation Unit to include the purchase and annual licensing for Cellebrite Mobile Forensics.

Return Address:

Captain Jim West
Wenatchee Police Department
140 S. Mission St.
Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.

| | |
|--|---|
| Document Title: | Interlocal Agreement for Cellular Phone Forensic Examinations |
| Grantor(s): | City of Wenatchee, City of East Wenatchee, Chelan County, Douglas County, Columbia River Drug Task Force, Washington State Fish and Wildlife |
| Grantee(s): | City of Wenatchee, City of East Wenatchee, Chelan County, Douglas County, Columbia River Drug Task Force, Washington State Fish and Wildlife |
| Legal Description: | N/A |
| Assessor's Tax Parcel ID: | N/A |
| Filed with the Auditor pursuant to RCW 39.34.040 | |

**INTERLOCAL AGREEMENT FOR
CELLULAR PHONE FORENSIC EXAMINATIONS**

This Interlocal Agreement (“Agreement”) is made and entered by and between the City of Wenatchee, a Washington municipal corporation, City of East Wenatchee, a Washington municipal corporation, Chelan County, a Washington municipal corporation, Douglas County, a Washington municipal corporation, Columbia River Drug Task Force, a multi-jurisdictional team, and Washington State Fish and Wildlife, a Washington State agency, pursuant to the authority of Chapter 10.93 RCW (Washington Mutual Aid Peace Officers Powers Act) and Chapter 39.34 RCW (Interlocal Cooperation Act). The parties may be referred to together as the “Parties,” or individually as a “Party.”

WHEREAS, each Party desires to conduct forensic examinations of cellular phones and cloud storage devices;

WHEREAS, for the mutual benefit of the Parties and to conserve public funds, it is convenient and economical for the Parties to enter into this Agreement to assist in facilitating an orderly and thorough forensic examination of cellular phones and cloud storage devices.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose.

1.1 The purpose of this Agreement is to establish a multi-jurisdictional team consisting of law enforcement officers from the various local law enforcement agencies of the Parties to provide assistance in facilitating an orderly and thorough forensic examination of cellular phones and cloud storage devices.

1.2 The "DIGITAL FORENICS INVESTIGATIONS UNIT" ("DFI") is hereby created, the members of which shall be law enforcement officers from some or all of the Parties hereto and who shall be selected and shall operate in accordance with the DFI Protocol attached as Exhibit "A" and incorporated herein by reference ("DFI Protocol"). The DFI will initially include at a minimum two (2) law enforcement officers trained to utilize Cellebrite products to conduct forensic examinations.

2. Administration.

2.1 No separate legal entity is created by this Agreement.

2.2 For purposes of RCW 39.34.030(4)(a), the administrator of this Agreement shall be the Chief of Police of the Wenatchee Police Department.

2.3 The following shall be the Parties' authorized representatives and contact persons for administration of this Agreement and any notices required by this Agreement shall be provided to:

| | | | |
|-----------------------|--|----------------------------|--|
| City of Wenatchee: | Chief of Police Wenatchee Police Department 140 S. Mission St. P.O. Box 519 Wenatchee, WA 98807 509-888-4201 | City of East Wenatchee: | Chief of Police East Wenatchee Police Department 271 9 th St. NE East Wenatchee, WA 98802 509-884-9511 |
| County of Chelan: | Sheriff Chelan County Sheriff's Office 401 Washington St. #101 Wenatchee, WA 98801 509-667-6851 | County of Douglas: | Sheriff Douglas County Sheriff's Office 110 2 nd St. NE #200 East Wenatchee, WA 98801 509-884-0941 |

| | | | |
|-------------|-------------------------|----------------|------------------------|
| Columbia | Sheriff | Washington | Chief of Police |
| River Drug | Chelan County Sheriff's | State Fish and | WDFW -HQ |
| Task Force: | Office | Wildlife | 1111 Washington St. SE |
| | 401 Washington St. #101 | Police: | P.O. Box 43200 |
| | Wenatchee, WA 98801 | | Olympia, WA 98501 |
| | 509-667-6851 | | 350-902-2835 |

3. Duration and Termination.

3.1 This Agreement shall become effective upon:

3.1.1 Full execution by the Parties; and

3.1.2 Posting of this Agreement with the each of the Parties websites or recording the with the appropriate County Auditor's Office.

3.2. The term of this Agreement shall be through October 1, 2018. This Agreement shall automatically extend for consecutive one (1) year terms, unless terminated pursuant to the terms of this Agreement.

3.3 Any Party may terminate their participation in this Agreement by providing written notice to all other Parties as stated in Section 2.3 of their intent to terminate. Notice of intent to terminate shall become effective upon the latter of:

3.3.1 Ninety (90) days after service of the Notice; or

3.3.2 At the conclusion of all investigations that may be pending on the date of service of the Notice where the terminating Party has an active case file number with DFI.

3.4 Notice of intent to terminate this Agreement shall be served personally or by certified mail, return receipt requested, postage prepaid. Notice shall be effective starting on the date of the receipt. If service is done by certified mail, receipt shall be deemed to have occurred on the third business day after mailing.

4. DFI Management.

4.1 DFI shall be governed by the DFI Protocol. The DFI Protocol may be amended from time to time by written approval of the majority of the Member Agencies as defined in the DFI Protocol. Upon such amendment, the amended DFI Protocol will be provided to each Party and shall supersede any prior versions of the Protocol.

4.2 The Parties agree to cooperate with respect to the assigning of officers to the DFI and that the appointment of the DFI officers will be in accordance with the DFI Protocol.

4.3 The Parties are under no obligation to request the assistance of DFI. If the assistance of the DFI is requested, the DFI shall be activated and will operate pursuant to the DFI Protocol.

5. Financing, Budget and Expenses.

5.1 No separate budget or financing method is created by this Agreement.

5.2 The cost of the initial purchase of the software license, related equipment (other than a computer), and the annual cost of maintenance and future licensing of the software and related equipment shall be paid for by the City of Wenatchee. The City of Wenatchee shall then invoice all other Parties for their pro rata share of the costs. The other Parties shall pay the invoice within thirty (30) days of receipt.

5.3 The City of Wenatchee shall provide a computer for use by the DFI. The computer shall be provided at no cost to the other Parties; provided that any maintenance for the computer shall be paid for by the City of Wenatchee, who shall then invoice all other Parties for their pro rata share of the cost. The other Parties shall pay the invoice within thirty (30) days of receipt.

5.4 The City of Wenatchee shall provide office space at the Wenatchee Police Department for use by the DFI. The City shall bear all the costs associated with the office space.

5.5 The software and related equipment shall remain the property of the City of Wenatchee upon termination of the Agreement.

6. Property.

6.1 The Parties do not anticipate acquiring jointly-owned personal or real property under this Agreement.

6.2 When a party terminates their participation in the Agreement, that Party shall promptly return any personal property in its possession that was used in the performance of this Agreement to the Party that is the owner of such property.

7. Maintenance and Audit of Records.

7.1 Each Party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.

7.2 These records shall be subject to inspection, review and audit by any Party, the Washington State Auditor's Office, or any other entity as required by law.

7.3 Each Party shall retain all such books, records, documents and other materials for the longest applicable retention period under Washington law.

8. Legal Relations.

8.1 The Parties agree that each Party's relation to any other Party shall be at all times under this Agreement as an independent contractor. Employees of a Party are and will remain employees of that Party.

8.2 Each Party agrees to defend, indemnify, and hold harmless the all other Parties and their agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from its performance of this Agreement, except for injuries and damages caused by the actions of the other Parties. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by the concurrent negligence of the parties, each Party's liability hereunder shall be limited to the extent of the damages caused by its negligence.

8.3 The indemnification obligation of each Party shall not be limited in any way by the application of the workmen's compensation act, Title 51 RCW, and each Party expressly waives the protection afforded by such law. The foregoing waiver has been mutually negotiated and agreed upon.

8.4 In the event that a claim or lawsuit is brought against a Party or its employee(s) for actions arising out of their conduct in the operation of the DFI, such Party shall promptly notify all other Parties in writing that said claim or lawsuit has been filed or commenced.

9. Enforcement.

9.1 In the event a dispute arises regarding any matter addressed in or related to this Agreement, the parties agree that before taking any court action or seeking any other legal remedy, the parties' authorized contact persons listed in Section 2.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

9.2 If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each Party shall pay its own attorney's fees incurred in that action, arbitration or other proceeding.

9.3 The Chelan County Superior Court shall be the sole and proper venue for any and all court actions brought to enforce or interpret the provisions of this Agreement.

9.4 This Agreement shall be governed exclusively by the laws of the State of Washington.

10. Applicable Laws.

The parties, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

11. Interpretation.

11.1 This Agreement has been submitted to the scrutiny of the Parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance its words, without consideration or weight given to its being drafted by any Party or its legal counsel.

11.2 Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by any Party of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the all Parties.

12. Waiver of Breach.

The waiver by any Party of the breach of any provision of this Agreement by any other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such Party.

13. Recitals.

The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

14. Severability.

In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect without the invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

15. Posting of the Agreement.

Pursuant to RCW 39.34.040, if a Party has a website, this Agreement shall be posted and listed by subject on that Party's web site prior to its becoming effective.

16. Entire Agreement.

16.1 This Agreement contains all the terms and conditions agreed upon by and between the Parties.

16.2 This Agreement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which shall be identical and constitute one and the same agreement.

16.3 No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

16.4 Any modification of this Agreement must be in writing and executed by all Parties; provided that the DFI Protocol may be modified as stated in Section 4 of this Agreement.

16.5 This Agreement shall be binding upon the Parties, their successors and assigns.

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement on the dates below.

| | |
|------------------------------|----------------------|
| City of Wenatchee: | |
| _____ Date: _____ | _____ Date: _____ |
| Steve Crown, Chief of Police | Frank Kuntz, Mayor |
| Approved as to form: | Approved as to form: |
| _____ Date: _____ | _____ Date: _____ |
| By: _____ | By: _____ |

**AGENDA REPORT
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Wenatchee City Council

FROM: Stephen Neuenschwander, Planning Manager

SUBJECT: Ordinance No. 2017-20: a moratorium on uses with outdoor storage in the NWBD in the Olds Station area

DATE: September 8, 2017

I. OVERVIEW

At the request of the Mayor, the Community Development Department and the City Attorney have prepared an ordinance that would initiate a 6-month moratorium on the establishment, siting, location, permitting, or licensing of outdoor sales or rentals, or storage of merchandise, inventory or equipment located within the North Wenatchee Business District in the Olds Station area. The purpose of the moratorium is to give the Community Development Department an opportunity to further study the Wenatchee Urban Area Comprehensive Plan and the Sunnyslope Subarea Plan to ensure that uses with significant outdoor storage of materials, supplies, or merchandise are consistent with the adopted comprehensive and subarea plans.

The Revised Code of Washington in Section 36.70A.390 authorizes the City Council to adopt a moratorium for a period of up to six (6) months if a public hearing on the proposal is held within at least 60 days of its adoption providing for the six (6) month moratorium period. The ordinance identifies October 12, 2017 as the date for the Council to hold an advertised public hearing on the moratorium.

Uses affected by the moratorium, as identified in Section 10.10 District Use Chart, would include:

- Boat sales and rentals;
- Building materials, garden and farm supplies
- Equipment rental services, commercial
- Boating storage facilities
- Industry, Light
- Mini-storage
- Warehousing and storage

The City of Wenatchee adopted the Sunnyslope Subarea Plan as a component of the Wenatchee Urban Area Comprehensive Plan on October 12, 2007 by Ordinance No. 2007-37. This subarea plan identifies the Olds Station area as a Zone of Change where land uses will eventually evolve to provide a mixture of housing densities and new local services.

AGENDA REPORT COMMUNITY DEVELOPMENT DEPARTMENT

Land uses that include outdoor sales or storage of merchandise or equipment may not be consistent with the envisioned mixture of residential and office uses in the Olds Station area identified as a Zone of Change.

The Community Development Department will work with the Planning Commission to review the comprehensive and subarea plans in order to formulate a recommendation to the City Council.

II. **ACTION REQUESTED**

City staff is recommending that the Council approve Ordinance No. 2017-20 initiating a 6-month moratorium on accepting any land use applications or building permits for uses that have a significant outdoor storage component and are located within the North Wenatchee Business District in the Olds Station area. Staff will be available to answer questions regarding the attached Resolution.

Draft Motion: I move to approve Ordinance No. 2017-20 initiating a 6-month moratorium on the establishment, siting, location, permitting, or licensing of outdoor sales or rentals, or storage of merchandise, inventory or equipment located within the North Wenatchee Business District in the Olds Station area.

III. **FISCAL IMPACT**

Unknown

IV. **PROPOSED PROJECT SCHEDULE**

Below is a tentative schedule for the Community Development Department to return to the City Council with a recommendation from the department and the planning commission.

- September 2017 – Start of Moratorium
- October 2017 – Staff analysis of the plans and preparation for the planning commission workshop
- November and December 2017 – Planning Commission Workshops to review the comprehensive plans and formulate a recommendation
- January 2018 – Return to the City Council with the department and planning commission recommendation.

V. **REFERENCE(S)**

1. Draft Ordinance No. 2017-20.

ORDINANCE NO. 2017-20

AN ORDINANCE, adopting a six (6) month moratorium within the City of Wenatchee on the acceptance of applications for establishment, siting, location, permitting, of new outdoor sales or rentals, or new uses involving storage of merchandise, inventory or equipment in the North Wenatchee Business District located in the Olds Station area, to be effective immediately, setting a date for the public hearing on the moratorium, and declaring an emergency necessitating immediate adoption of a moratorium.

WHEREAS, the City of Wenatchee adopted the Sunnyslope Subarea Plan as a component of the Wenatchee Urban Area Comprehensive Plan on October 12, 2007 by Ordinance No. 2007-37; and

WHEREAS, the City of Wenatchee annexed the Olds Station area on March 24, 2016 by Ordinance No. 2016-07; and

WHEREAS, the Sunnyslope Subarea Plan is an implementing component of the Wenatchee Urban Area Comprehensive Plan; and

WHEREAS, the Sunnyslope Subarea Plan identifies the Olds Station area as a Zone of Change where land uses will eventually evolve to provide a mixture of housing densities and new local services; and

WHEREAS, the Wenatchee Urban Area Plan recognizes the need and opportunity to revisit the land uses within the Olds Station area and engage the property owners in a master planning exercise in order to adequately plan for this transition of uses; and

WHEREAS, land uses that include outdoor sales or rentals, or storage of merchandise, inventory or equipment may not be consistent with the envisioned mixture of

residential and office uses in the Olds Station area identified as a Zone of Change; and

WHEREAS, the North Wenatchee Business District in the Olds Station area, as shown in the map attached hereto and incorporated herein as Exhibit A, allows commercial and industrial uses which include outdoor sales or storage of merchandise or equipment as identified in the selection of uses from the District Use Chart in Section 10.10

WCC shown below:

| Use | Use District |
|--|---------------|
| | NWBD |
| Boat sales and rentals | Permitted |
| Building materials, garden and farm supplies | Permitted |
| Equipment rental services, commercial | Permitted |
| Boating storage facilities | Permitted |
| Industry, Light | Conditional |
| Mini-storage | Permitted |
| Warehousing and storage | Accessory Use |

and

WHEREAS, City staff needs time to study the land use impacts of outdoor sales or rentals, or storage of merchandise, inventory or equipment in the North

Wenatchee Business District, and any desired development standards to appropriately handle those impacts; and

WHEREAS, the Wenatchee City Council hereby finds that a moratorium to preserve the status quo is necessary until the City can study the appropriate land use and/or licensing regulations to address outdoor sales or rentals, or storage of merchandise, inventory or equipment; and

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

WHEREAS, the City Council desires to impose a six (6) month moratorium on the establishment, siting, location, permitting, of new uses of outdoor sales or rentals, or new uses involving storage of merchandise, inventory or equipment in the North Wenatchee Business District; and

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

WHEREAS, in conformity with the responsibilities of the City of Wenatchee to meet public safety, property or welfare requirements and provide zoning and land use regulations pursuant to state law, and the City's authority to regulate land use activities within its corporate limits, the City intends to develop appropriate zoning ~~and licensing~~ requirements for the establishment of new mini-storage facilities and/or vehicle/trailer rental businesses in the North Wenatchee Business District.

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

SECTION I
Findings

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

SECTION II
Moratorium Imposed

Pursuant to Washington State law, an immediate six-month moratorium is hereby enacted prohibiting within the North Wenatchee Business District, in the Olds Station area, of the City of Wenatchee, as such zoning district is shown in Exhibit A, attached hereto, on the acceptance of any applications for the establishment, siting, location, and operation of new uses involving outdoor sales or rentals, or new uses involving storage of merchandise, inventory or equipment on property in Section 10.10 District Use Chart of the Wenatchee City Code as identified herein.

SECTION III
Effective Period for Moratorium

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

SECTION IV
Work Program

The Mayor and other responsible staff are hereby authorized to study and address issues related to determining the impacts and necessary controls on outdoor sales or rentals, or storage of merchandise, inventory or equipment in the North Wenatchee Business District.

SECTION V

Public Hearing

Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council shall hold a public hearing on the moratorium imposed on October 12, 2017, at 5:15 p.m., upon notice. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium and either justify its continued imposition or cancel the moratorium.

SECTION VI
Severability

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

SECTION VII
Declaration of Emergency

The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority plus one of the whole

membership of the Council, and that the same is not subject to a referendum (RCW 35A.11.090). Without an immediate moratorium on the City's acceptance of non-exempt development applications for property within the zoning district shown on Exhibit A, such applications could become vested, leading to development that could be incompatible with the development regulations eventually adopted by the City. Therefore, the moratorium must be imposed as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of a flood of applications to the City (upon knowledge of the City's intent to review the appropriateness of these uses in the subject zoning district) in an attempt to vest rights for an indefinite period of time.

SECTION VIII
Effective Date

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

PASSED BY THE CITY COUNCIL OF THE CITY WENATCHEE,

at a regular meeting thereof, this _____ day of _____, 2017.

CITY OF WENATCHEE,
a Municipal Corporation

By: _____
FRANK KUNTZ, Mayor

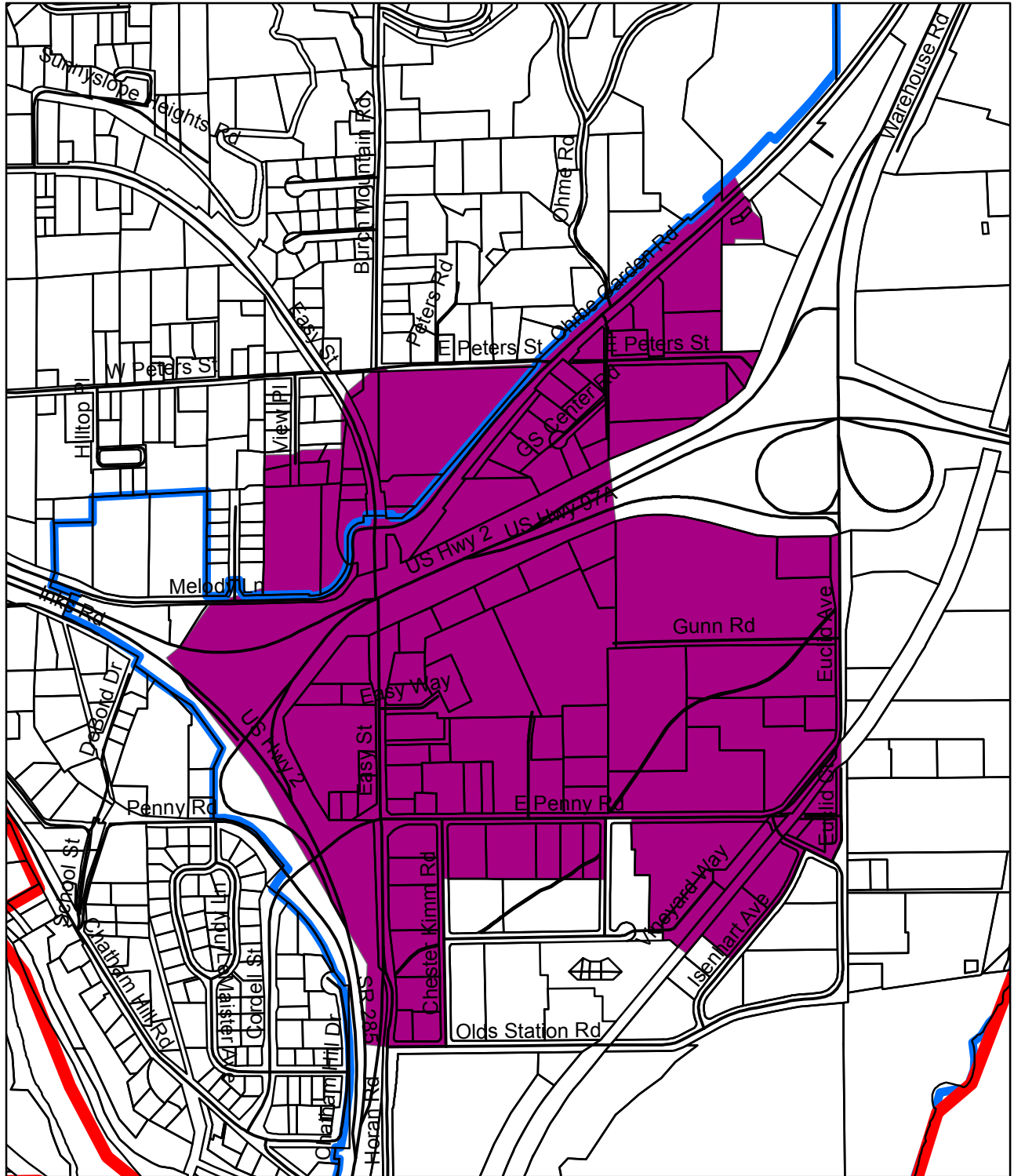
ATTEST:

By: _____
TAMMY L. STANGER, City Clerk

APPROVED:

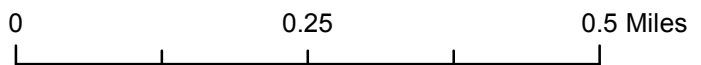
By: _____
STEVE D. SMITH, City Attorney

Exhibit A



Legend

-  Street Centerlines
-  Parcels
-  Urban Growth Area
-  City Limits
-  North Wenatchee Business District



**City of
Wenatchee**



**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM:  Gary Owen, City Engineer

SUBJECT: Resolution No. 2017-47 establishing a date and time for a Public Hearing regarding the vacation of a portion of the city right-of-way along Ohme Garden Road

DATE: September 11, 2017

MEETING DATE: September 14, 2017

I. OVERVIEW

Chelan County maintains a 9 acre road maintenance yard and vehicle shop bounded by Peters Street, Easy Street, and Ohme Garden Road in the Olds Station area of Wenatchee. In 2016, County staff began design of a stormwater treatment and control facility. During the design, it was found that the right-of-way for Ohme Garden Road, which was a former state highway, was much wider than anticipated and encompassed areas of the maintenance yard and contemplated stormwater control facility.

Wenatchee Public Works staff determined that utilization of a portion of the unused right-of-way for stormwater treatment and control facilities is in the public interest, and recommends the city initiate the vacation of a portion of this unused city right-of-way.

Vacation of city streets is governed by RCW 35.79. The city attorney has developed resolution no. 2017-47 setting a hearing date for consideration of a formal ordinance vacating a portion of Ohme Garden Road. Upon passage of the resolution by city council, staff will post appropriate legal notice and notify known utilities and commercial users of the streets of the hearing date. Staff will then prepare a report presenting the vacation ordinance on October 26th, 2017.

II. ACTION REQUESTED

Staff recommends the City Council approve Resolution No. 2017-47 setting a hearing date and time to consider the vacation of a portion of right-of-way along Ohme Garden Road.

**III. FISCAL IMPACT Submitted to the Finance Committee Yes No
N/A.**

IV. TIME SCHEDULE

Passage of this resolution will set a hearing date of October 26th, 2017 for consideration of a vacation ordinance. If the ordinance is passed, it would take effect 5 days after publication in the official newspaper of the city. Chelan County anticipates construction of the stormwater treatment and control facility in 2018.

V. REFERENCE(S)

1. Resolution 2017-47
2. Preliminary Vacation Exhibit A showing building locations

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Steve Smith, City Attorney
Matt Leonard, Public Works Director

RESOLUTION NO. 2017-47

A RESOLUTION, initiating the vacation of a portion of the city right-of-way along Ohme Garden Road.

WHEREAS, Ohme Garden Road is a public city street currently within the municipal boundaries of the City of Wenatchee; and

WHEREAS, Chelan County proposes to construct stormwater treatment facilities designed to reduce impacts to adjacent to public and private lands; and

WHEREAS, Chelan County and Chelan County Fire District No. 1 own property abutting Ohme Garden Road and occupy portions of Ohme Garden Road right-of-way; and

WHEREAS, the Chelan County Public Utility District owns and operates domestic water facilities within the Ohme Garden Road right-of-way; and

WHEREAS, public and private stormwater treatment and conveyance facilities around Ohme Garden Road are unable to adequately protect public and private lands; and

WHEREAS, the stormwater treatment facilities proposed by Chelan County will mitigate excessive runoff from their shop facility; and

WHEREAS, the City of Wenatchee Stormwater Utility has responsibility for the treatment and control of stormwater within the municipal boundaries of the city; and

WHEREAS, the City of Wenatchee pursuant to Chapter 35.79 RCW may initiate by resolution the vacation of any street or alley or any part when it is in the public interest; and

WHEREAS, the City of Wenatchee Council finds it is in the public interest to initiate the vacation of a portion of Ohme Garden Road as described in Exhibit "A".

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

That Thursday, the 26th day of October, 2017, at the hour of 5:15 o'clock p.m., or as soon thereafter as the matter may be heard, on said day, in the City Council Chambers at City Hall in the City of Wenatchee, has been fixed for the time and place for public hearing on the determination of the vacation of a portion of the city right-of-way along Ohme Garden Road.

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

CITY OF WENATCHEE, a Municipal Corporation

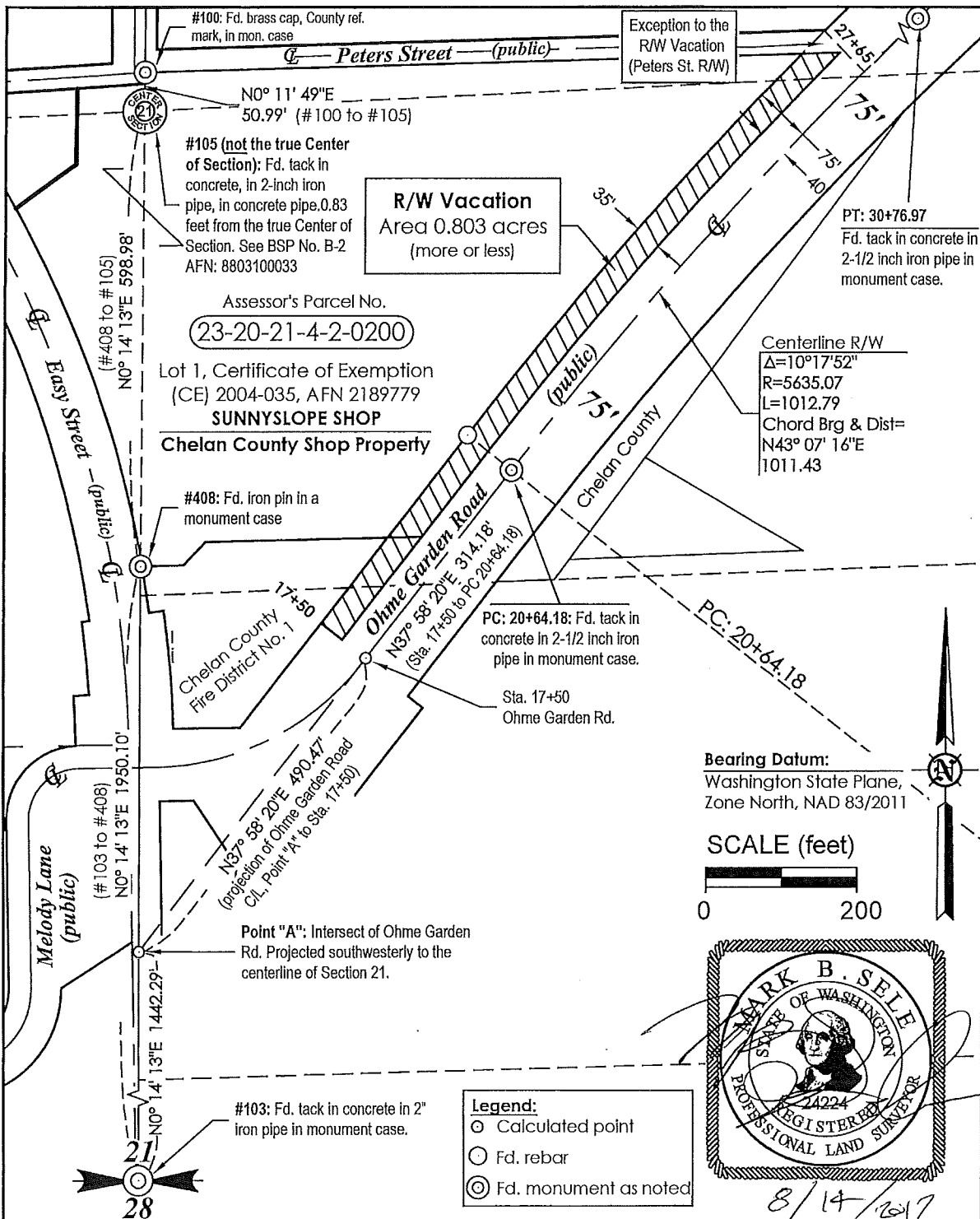
By: _____
FRANK KUNTZ, Mayor

ATTEST:

By _____
TAMMY L. STANGER, City Clerk

APPROVED

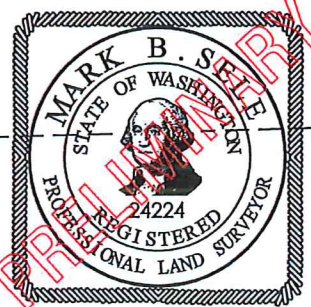
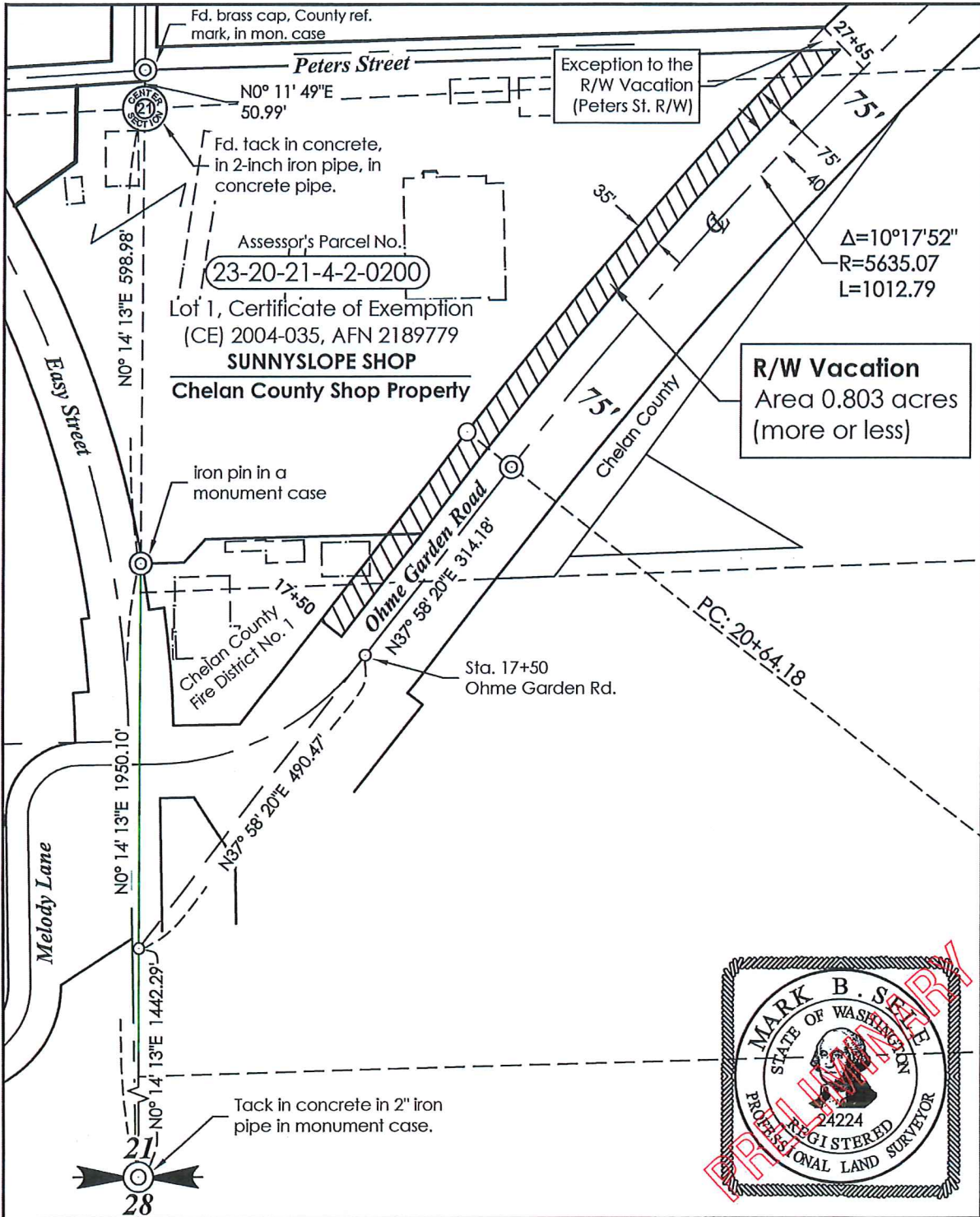
By _____
STEVE D. SMITH, City Attorney



Chelan County
 Public Works Department
 316 Washington Street, Suite 402
 Wenatchee, Washington, 98801
 Phone: (509) 667-6415
 Website: www.co.chelan.wa.us



EXHIBIT "A"
R/W Vacation Ohme Garden Road
 SECTION 21, T.23N., R.20 E.W.M.



Chelan County
Public Works Department
316 Washington Street, Suite 402
Wenatchee, Washington, 98801
Phone: (509) 667-6415
Website: www.co.chelan.wa.us



EXHIBIT "A"
R/W Vacation Ohme Garden Road
SECTION 21, T.23N., R20 E.W.M.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: *GPO* Gary Owen, City Engineer

SUBJECT: Final Acceptance: Mission St. – Miller St. Intersection & Chelan Ave. – Miller St. & Springwater St.
Intersection Project No. 1303

DATE: September 11, 2017

MEETING DATE: September 14, 2017

I. OVERVIEW

The intent of this project was to modify the geometrics of both intersections to accommodate large trucks and provide necessary pedestrian buffer space at and between the two intersections. The project was identified and grant funding was secured in 2012 for the Mission/Miller intersection, and in 2013 we applied and received funding for the Chelan/Miller Intersection. The project scope expanded with other funds to rehabilitate the existing pavement surface which is the responsibility of the WSDOT (under separate city project no. 1519) and to include a landscaped area on the northeasterly side of the Mission/Miller intersection with partial funding for that work also from the WSDOT. SCJ Alliance was selected for design and right of way acquisition services in 2014 for the combined project.

The City Council awarded the project to KRCI, LLC with a contract amount of \$859,688.20 on February 25th, 2016. The project was physically completed on September 30th, 2016. The Final amount paid to the Contractor was \$873,651.63. The increase was due to electrical modifications, the relocation of the NE Mission Street pedestrian button, and additional landscaping costs that had to be addressed during construction.

II. ACTION REQUESTED

Staff recommends that the City Council accept the work performed by the contractor, KRCI LLC, on the Mission St. – Miller St. Intersection & Chelan Ave. – Miller St. & Springwater St. Intersection Project No. 1303, and further authorize the Mayor to sign the Final Contract Voucher on behalf of the City of Wenatchee.

III. FISCAL IMPACT Submitted to Finance Committee: Yes No

The approved construction budget for project 1303 was \$948,940. The amount paid to KRCI was \$873,651.63. The amount transferred to project 1303 was \$77,113.04 for a total construction expenditure of \$950,764.67.

V. REFERENCE(S)

1. Final Contract Voucher.
2. Approved project budget

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Jennifer Saugen, Assistant City Engineer
Matt Leonard, Public Works Director
Rachael Evans, Contracts Coordinator

City of Wenatchee
MISSION ST. - MILLER ST. INTERSECTION &
CHELAN AVE. - MILLER ST. & SPRINGWATER ST. INTERSECTION

December 2015

Contract Forms



**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

| | | | |
|---|--------------------------------------|------------------------------|----------------------|
| Contractor KRCI LLC | | | |
| Street Address 125 SE MCGEE STREET | | | |
| City EAST WENATCHEE | State WA | Zip 98802 | Date DEC 21, 2016 |
| Project Number 1303 | TIB Project Number 8-3-160(026)-1 | Highway Number SR 285 | |
| Job Description (Title) MISSION ST. - MILLER ST. INTERSECTION & CHELAN AVE. - MILLER ST. & SPRINGWATER ST. INTERSECTION | | | |
| Date Work Physically Completed 09-30-2016 | | Final Amount \$873,651.63 | |

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

Contractor Authorized Signature Required

PAT KING

Type Signature Name

Subscribed and sworn to before me this 25TH day of JULY, 2017

X KYLE SNITILY Notary Public in and for the State of Washington,

residing at MALAGA, WA

City of Wenatchee

City of Wenatchee hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions.

X _____
Mayor/or Designee

Date of Acceptance

2016 Capital Improvement Project Budget Amendment

Date: February 17, 2016

Project Name: 1303 - Mission & Miller | Chelan & Miller

Project Category: _____

Project Description: The major items of work shall include sawcutting, demolition, HMA Paving; curb, gutter and sidewalk installation, retrofitting ADA curb ramps, storm water modifications, fire hydrant modifications, traffic signal modifications, ITS conduit installation, electrical system upgrades, illumination system modifications, landscaping, pavement markings, permanent signing and related work.

| | | | |
|---------------------------------|--------------------|----------------------------|------------------|
| Lead Engineer: | <u>Gary Owen</u> | Start Year: | <u>2013</u> |
| Assigned Department: | <u>Engineering</u> | End Year: | <u>2016</u> |
| Original Project Budget: | <u>\$890,046</u> | Project Number: | <u>1303</u> |
| Budget Amendment: | <u>\$1,205,862</u> | Total City Funding: | <u>\$371,306</u> |
| | | Other Funding: | <u>\$834,556</u> |

Revenue Notes and/or Requests for Budget Changes:

Project scope changes include the incorporation a portion of this TIB project, being incorporated into Project 1519 in the same footprint. In addition the following has been added: (1) Coordination and staging with federally funded SR 285 pavement project #1519 shifts some work between the two projects and requires additional striping and stripe removal not in the original scope +\$12,500; (2) Right of way acquisition over estimated costs; (3) Additional striping on Springwater not included in the original scope; (4) Landscape area created on unused right-of-way on the NE corner of Mission and Miller that was not included in the original scope and (5) Grinding and paving of non SR 285 intersections under the federal overlay project not in original scope; (6) ITS Conduit and boxes budgeted in Proj. 1519 moved to 1303 \$35,000

| Project Expenditures by Category | Original Budget | Bid Auth. 12/15 | Bid Opening | Prior Years Spent | ESTIMATES | | Project Total |
|-----------------------------------|-----------------|------------------|------------------|-------------------|------------------|------|------------------|
| | | | | | 2016 | 2017 | |
| Design Engineering | 97,796 | 117,000 | 117,000 | 115,359 | 1,641 | | 117,000 |
| Right of Way Acquisition | 34,000 | 41,773 | 41,773 | 41,773 | | | 41,773 |
| Construction Contract & Surveying | 691,970 | 767,789 | 948,940 | | 948,940 | | 948,940 |
| Construction Engineering | 65,000 | 77,000 | 94,925 | | 94,925 | | 94,925 |
| Miscellaneous | | | | | | | |
| Art Fund | 1,280 | 1,700 | 3,224 | | 3,224 | | 3,224 |
| Total Project Expenditures | 890,046 | 1,005,262 | 1,205,862 | 157,132 | 1,048,730 | | 1,205,862 |

| Project Revenues by Category | | Original Budget | Bid Auth. 12/15 | Bid Opening | Prior Years | ESTIMATES | | Project Total |
|-------------------------------|---|-----------------|------------------|------------------|----------------|------------------|------|------------------|
| | | | | | | 2016 | 2017 | |
| Fund: | #109 - Arterial Streets | 129,345 | 135,706 | 336,306 | 45,085 | 291,221 | | 336,306 |
| | Funding moved from Proj. 1519 for ITS conduit and boxes | 35,000 | 35,000 | 35,000 | | 35,000 | | 35,000 |
| Fund: | | | | | | | | |
| Fund: | | | | | | | | |
| GRANTS: | | | | | | | | |
| | TIB (Original Award) | 725,701 | 725,701 | 725,701 | 112,048 | 613,653 | | 725,701 |
| | TIB (Additional Funding) | | 108,855 | 108,855 | | 108,855 | | 108,855 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Total Project Revenues | | 890,046 | 1,005,262 | 1,205,862 | 157,133 | 1,048,729 | | 1,205,862 |

Approved by: Finance Committee 2/25/16
Deanne McDaniel, Finance Director
Deanne McDaniel

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: *GPO* Gary Owen, City Engineer

SUBJECT: Final Acceptance: Mission Miller Pavement Preservation, Project No. 1519

DATE: September 11, 2017

MEETING DATE: September 14, 2017

I. OVERVIEW

This project was created at the request of staff to WSDOT as they have pavement preservation responsibility on SR285 in our city, and a portion of this project was due for treatment in 2015 along with the Chelan Avenue project. Staff requested state funds so that this work could be incorporated into Project No. 1303 but only Federal Funds were available, which is the purpose of this separate project. A funding agreement (GCB 2035) between the City and WSDOT was executed in 2015 for reimbursement of expenses. This project followed project #1303. Staff recommended SCJ Alliance for the construction administration phase of this project due to the signal and phasing complexity and their familiarity with all aspects of both projects.

The City Council awarded the project to Granite Construction Co. with a contract amount of \$383,383.00 on February 25th, 2016. The project was physically completed on November 9th, 2016. The Final amount paid to the Contractor was \$359,811.29. The decrease was due to the better than anticipated existing condition of the pavement, reducing the quantity of pavement repair necessary including excavation and preleveling.

II. ACTION REQUESTED

Staff recommends that the City Council accept the work performed by the contractor, Granite Construction Co., on the Mission/Miller and Chelan/Miller Pavement Preservation Project No. 1519, and further authorize the Mayor to sign the Final Contract Voucher on behalf of the City of Wenatchee.

III. FISCAL IMPACT Submitted to Finance Committee Yes No

The approved construction budget for project 1519 was \$294,131 plus \$77,113.04 of the TIB funding from project 1303 for a total of \$371,244. The total paid to the contractor was \$359,811.29.

V. REFERENCE(S)

1. Final Contract Voucher
2. Approved Project Budget
3. Final payment memo

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Jennifer Saugen, Assistant City Engineer
Matt Leonard, Public Works Director
Rachael Evans, Contracts Coordinator



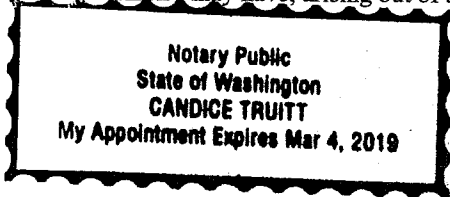
**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

| | | | |
|--|--|---|------------------------|
| Contractor Granite Construction Co. | | | |
| Street Address 5665 Nelpar Drive | | | |
| City East Wenatchee | State WA | Zip 98801 | Date 6/15/17 |
| City Project Number 1519 | Federal-Aid Project Number LA08328 | Highway Number SR285 MP 2.86 to MP 2.98 | |
| Job Description (Title) Mission Miller Pavement Preservation | | | |
| Date Work Physically Completed 11/09/2016 | | Final Amount \$359,811.29 | |

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



[Signature]
Contractor Authorized Signature Required

Allen Chatwood
Type Signature Name

Subscribed and sworn to before me this 18th day of July 20 17

X *Candice Truitt* Notary Public in and for the State of Washington,

residing at *East Wenatchee, WA*

City of Wenatchee

City of Wenatchee hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions.

X _____
Mayor/or Designee

Date of Acceptance

2016 Capital Improvement Project Budget Amendment

Date: February 18, 2016

Project Name: Mission/Chelan Pavement Preservation Project Category: Arterial

Project Description: This project includes pavement preservation activities for Mission & Chelan at Miller Intersections on the same footprint as Project 1303 which will be constructed this year.

| | | | |
|--------------------------|--------------------|---------------------|------------------|
| Lead Engineer: | <u>Gary Owen</u> | Start Year: | <u>2015</u> |
| Assigned Department: | <u>Engineering</u> | End Year: | <u>2016</u> |
| Original Project Budget: | <u>\$280,000</u> | Project Number: | <u>1519</u> |
| Budget Amendment: | <u>\$345,328</u> | Total City Funding: | <u>\$0</u> |
| | | Other Funding: | <u>\$345,328</u> |

Revenue Notes and/or Requests for Budget Changes:

Bid prices received were significantly higher than anticipated. Notified WSDOT of cost per GCB 2035 and they approved an amendment to cover cost with a 4% contingency.

| Project Expenditures by Category | Original Budget | Amended Budget | Prior Years Spent | ESTIMATES | | | Project Total |
|-----------------------------------|-----------------|----------------|-------------------|----------------|------|------|----------------|
| | | | | 2016 | 2017 | 2018 | |
| Design Engineering | 25,000 | 25,000 | 22,575 | 2,425 | | | 25,000 |
| Right of Way Acquisition | | | | | | | |
| Construction Contract & Surveying | 228,453 | 294,131 | | 294,131 | | | 294,131 |
| Construction Engineering | 26,197 | 26,197 | | 26,197 | | | 26,197 |
| Miscellaneous | | | | | | | |
| Art Fund | 350 | | | | | | |
| Total Project Expenditures | 280,000 | 345,328 | 22,575 | 322,753 | | | 345,328 |

| Project Revenues by Category | Original Budget | Amended Budget | Prior Years | ESTIMATES | | | Project Total |
|--|-----------------|----------------|---------------|----------------|------|------|----------------|
| | | | | 2016 | 2017 | 2018 | |
| Fund: #109 - Arterial Streets | 35,000 | - | | | | | - |
| Fund: *Moved ITS funding to Proj. 1303 | | | | | | | |
| Fund: | | | | | | | |
| Fund: | | | | | | | |
| Fund: | | | | | | | |
| GRANTS: | | | | | | | |
| WSDOT | 245,000 | 345,328 | 22,575 | 322,753 | | | 345,328 |
| TIB | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Total Project Revenues | 280,000 | 345,328 | 22,575 | 322,753 | | | 345,328 |

Approved by: Deanne McDaniel, Finance Director

Date: _____



**MEMORANDUM
ENGINEERING DIVISION**

DATE: November 22, 2016
 TO: Debbie Fisch, Accounts Payable
 FROM: *GO* Gary Owen, City Engineer
 SUBJECT: Progress Payment No. 2
 SR 285, MP 2.86 to 2.98
 Project Number 1519 and 1301

Payment No. 2 in the amount of **\$48,479.79** is now due Granite Construction, Inc. for contract work on the above referenced project as verified by the attached copy of the progress payment.

PAYMENT SUMMARY

| Period | Payment | Amount paid to Contractor | Amount paid to Contractor | Total |
|------------|---------|---------------------------|---------------------------|--------------------|
| | | 109.1303.001.595.30.63.00 | 109.1519.001.595.30.63.00 | |
| 9/30/2016 | 1 | \$47,906.50 | \$263,425.00 | \$311,331.50 |
| 11/10/2016 | 2 | \$29,206.54 | \$19,273.25 | \$48,479.79 |
| | | | | |
| | | \$77,113.04 | \$282,698.25 | \$359,811.29 |

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM:  Jennifer Saugen, Assistant City Engineer
Gary Owen, City Engineer

SUBJECT: Citywide Pedestrian Safety Improvements – Final Acceptance

DATE: August 1, 2017

MEETING DATE: August 7, 2017

I. OVERVIEW

Project 1230, SR285 Safety, was funded through an HSIP Safety Grant in 2012. It was a multi-phased project, and the final phase constructed includes a Pedestrian Hybrid Beacon (“HAWK” Signal) on SR285 in the vicinity of Bridge Street, and curb bulb-outs for two intersections in the downtown area. *Project 1502, Citywide Pedestrian Safety*, included design and construction of curb bulb-outs at two additional intersection on SR 285, and rectangular rapid flash beacons for pedestrian crossing in two locations in town.

The two safety projects were combined into a single project for design and construction. The combined project, “Wenatchee Pedestrian Safety Improvements” was designed Pertee Engineering, Inc. The combined pedestrian improvements were constructed in the following locations:

- Pedestrian signs and push-button activated rapid flashing beacons at:
 - a. Washington & Elliot Ave
 - b. Ferry & Methow

- Install curb bulb-outs w/ADA ramps at:
 - a. Mission & Orondo
 - b. Chelan & 9th St
 - c. Chelan & Palouse
 - d. Chelan & Yakima

- Pedestrian actuated crosswalk beacon system (HAWK beacon)
 - a. Crosses South Mission Street at Benton (near Jiffy Lube/Dutch Bros)

The City Council awarded the project to WM Winkler Company, with a contract amount of \$899,937.00 on April 14th, 2016. The project was physically completed on November 8th, 2016. The Final amount paid to the Contractor was \$842,509.93. The decrease is primarily because the contractor did not need to use all of the “unexpected site changes” bid item, and some other quantities estimated ended up being less. The Construction contract was administered by City of Wenatchee Staff.

The combined Citywide Pedestrian Safety project was recognized as a “2017 Project of the Year” for transportation projects under \$5M, by the Washington State Chapter of the American Public Works Association.

II. ACTION REQUESTED

Staff recommends that the City Council accept the work performed by the contractor, WM Winkler Company, on the Citywide Pedestrian Safety Improvements, Project No. 1502/1230, and further authorize the Mayor to sign the Final Contract Voucher on behalf of the City of Wenatchee.

III. FISCAL IMPACT

Final Accounting

| 1502 | Budget | Final Cost | Grant \$ | City \$ |
|--------------|---------------|-------------------|-----------------|----------------|
| PE | \$81,000 | \$79,014 | \$71,099 | \$7,915 |
| CN | \$409,000 | \$350,022 | \$320,000 | \$30,022 |
| Total | \$490,000 | \$429,036 | \$391,099 | \$37,937 |

| 1230 Ph3 | Budget - Phase 3 | Final Cost | Grant \$ | City \$ |
|-----------------|-------------------------|-------------------|-----------------|----------------|
| PE | \$72,657 | \$77,945 | \$76,806 | \$1,139 |
| CN | \$666,430 | \$563,665 | \$542,308 | \$21,357 |
| Total | \$739,087 | \$641,610 | \$619,114 | \$22,496 |

The City was only responsible for paying 9% of total costs on Project 1502, and 3.5% of total costs on Project 1230 Phase 3. In total, the City paid a total of 5.6% (\$60,433) on a project that cost \$1,010,213. Public Works - Engineering staff obtained Federal Safety grants to cover all other costs.

V. REFERENCE(S)

1. Completed Construction Photos
2. Final Contract Voucher
3. Agenda Report – Contract Award

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Jennifer Saugen, Assistant City Engineer
Matt Leonard, Public Works Director
Rachael Evans, Contracts Coordinator



Pedestrian Hybrid Beacon at Benton Street



RRFB at Washington Elementary School



Curb bulb-out at Chelan/Yakima



**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

| | | | |
|---|---|-------------------------------------|---------------------------|
| Contractor WM Winkler Company | | | |
| Street Address P.O. Box 430 | | | |
| City Newman Lake | State WA | Zip 99025 | Date 06/08/2017 |
| Project Number 1502/1230 | Federal-Aid Project Number HSIP-000S(395) | Highway Number N/A | |
| Job Description (Title) Citywide Pedestrian Safety Improvements | | | |
| Date Work Physically Completed 11/08/2016 | | Final Amount \$842,509.93 | |

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



Chris J. Winkler

Contractor Authorized Signature Required

Chris J. Winkler
Type Signature Name

Subscribed and sworn to before me this 31st day of July, 20 17
X _____ Notary Public in and for the State of Washington,

residing at Newman Lake, Washington

City of Wenatchee

City of Wenatchee hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions.

X _____
Mayor/or Designee

Date of Acceptance

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: 
Jennifer Saugen, Assistant City Engineer

SUBJECT: 2016 Pedestrian Safety Improvements, Projects 1502 and 1230
Authorization to Award Construction Contract

DATE: April 8, 2016

MEETING DATE: April 14, 2016

I. OVERVIEW

Project 1230, SR285 Safety, was funded through an HSIP Safety Grant in 2012. It is a multi-phased project, and the final phase to be designed and constructed includes a Pedestrian Hybrid Beacon (“HAWK” Signal) on SR285 in the vicinity of Bridge Street, and curb bulb-outs for two intersections in the downtown area.

Project 1502, Citywide Pedestrian Safety, includes design and construction of curb bulb-outs at two additional intersection on SR 285, and rectangular rapid flash beacons for pedestrian crossing in two locations in town.

Since the projects are similar in nature, they were combined into a single project for design and construction. The combined project, “Wenatchee Pedestrian Safety Improvements” will be designed by an engineering consulting firm, Perteet Engineering, Inc.

The combined pedestrian improvements will be located in the following areas:

- Pedestrian signs and push-button activated rapid flashing beacons at:
 - a. Washington & Elliot Ave
 - b. Ferry & Methow

- Install curb bulb-outs w/ADA ramps at:
 - a. Mission & Orondo
 - b. Chelan & 9th St
 - c. Chelan & Palouse
 - d. Chelan & Yakima

- Pedestrian actuated crosswalk beacon system (HAWK beacon)
 - a. Crosses South Mission Street at Benton (near Jiffy Lube/Dutch Bros)

A request for bids was issued March 2, 2016 and six bids were received on March 30, 2016. WM Winkler Company is the low bidder at \$899,937.00. The low bid is reasonable considering the bid climate.

II. ACTION REQUESTED

Staff recommends the City Council award the contract for the construction of the 2016 Pedestrian Safety Improvements, Projects 1502 and 1230, to WM Winkler Company in the amount of \$899,937.00 and authorize the Mayor to approve the construction contract.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

The budget was submitted for bid authorization to Finance Committee on February 25, 2016, and was approved.

Project Budget Expenditures

| Task | Project 1230 - Phase 3 | Project 1502 | Total |
|-------------------------------------|---------------------------|-------------------|---------------------|
| Design Engineering | \$ 77,905 | \$ 81,000 | \$ 158,905 |
| Construction, Testing & Contingency | \$ 624,600 | \$ 376,900 | \$ 1,001,500 |
| Construction Engineering | \$ 35,108 | \$ 31,500 | \$ 66,608 |
| Art Fund | \$ 1,165 | \$ 854 | \$ 2,019 |
| Total Project Expenditures | \$ 738,778 | \$ 490,254 | \$ 1,229,032 |

Funding Sources

| Funding Source | Project 1230 - Phase 3 | Project 1502 | Total |
|----------------------------|---------------------------|-------------------|---------------------|
| Federal Grants | \$ 623,017 | \$ 395,900 | \$ 1,018,917 |
| Arterial Street Fund (109) | \$ 115,761 | \$ 94,354 | \$ 210,115 |
| Funding | \$ 738,778 | \$ 490,254 | \$ 1,229,032 |

IV. PROPOSED PROJECT SCHEDULE

Project construction is anticipated to begin in May and will be completed this year. There are 60 working days in the contract.

V. REFERENCE(S)

1. Bid Tabulation

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Deanne McDaniel, Finance Director

PW Agenda Report #2016-16

| 2016 Pedestrian Safety Improvements | | | | Engineer's Estimate | | WM. Winkler Company | | Moreno & Nelson Const, Corp. | | J&K Earthworks, LLC | | Hurst Construction, LLC | | KRCI LLC | | Seland Construction | |
|-------------------------------------|----------------------------------|-------|-----|----------------------|-------------|----------------------|-------------|------------------------------|-------------|----------------------|-------------|-------------------------|-------------|------------------------|-------------|------------------------|-------------|
| Item # | | Units | QTY | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 63 | PLASTIC STOP LINE | LF | 250 | \$ 15.00 | \$ 3,750.00 | \$ 15.00 | \$ 3,750.00 | \$ 12.50 | \$ 3,125.00 | \$ 14.00 | \$ 3,500.00 | \$ 13.00 | \$ 3,250.00 | \$ 15.00 | \$ 3,750.00 | \$ 14.00 | \$ 3,500.00 |
| 64 | PLASTIC CROSSWALK LINE | SF | 800 | \$ 10.00 | \$ 8,000.00 | \$ 10.50 | \$ 8,400.00 | \$ 6.25 | \$ 5,000.00 | \$ 7.00 | \$ 5,600.00 | \$ 7.00 | \$ 5,600.00 | \$ 7.50 | \$ 6,000.00 | \$ 7.00 | \$ 5,600.00 |
| 65 | REMOVING PAINT LINE | LF | 40 | \$ 5.00 | \$ 200.00 | \$ 6.00 | \$ 240.00 | \$ 7.50 | \$ 300.00 | \$ 10.00 | \$ 400.00 | \$ 7.70 | \$ 308.00 | \$ 9.00 | \$ 360.00 | \$ 3.00 | \$ 120.00 |
| 66 | REMOVING PLASTIC LINE | LF | 190 | \$ 10.00 | \$ 1,900.00 | \$ 3.00 | \$ 570.00 | \$ 9.50 | \$ 1,805.00 | \$ 12.00 | \$ 2,280.00 | \$ 10.00 | \$ 1,900.00 | \$ 11.00 | \$ 2,090.00 | \$ 3.00 | \$ 570.00 |
| 67 | REMOVING PLASTIC CROSSWALK LINE | SF | 700 | \$ 5.00 | \$ 3,500.00 | \$ 7.20 | \$ 5,040.00 | \$ 3.95 | \$ 2,765.00 | \$ 4.50 | \$ 3,150.00 | \$ 4.00 | \$ 2,800.00 | \$ 5.00 | \$ 3,500.00 | \$ 2.00 | \$ 1,400.00 |
| 66 | REMOVING PLASTIC TRAFFIC MARKING | EA | 1 | \$ 250.00 | \$ 250.00 | \$ 202.00 | \$ 202.00 | \$ 195.00 | \$ 195.00 | \$ 220.00 | \$ 220.00 | \$ 200.00 | \$ 200.00 | \$ 231.00 | \$ 231.00 | \$ 175.00 | \$ 175.00 |
| 67 | CURB WALL | SF | 30 | \$ 30.00 | \$ 900.00 | \$ 195.00 | \$ 5,850.00 | \$ 36.00 | \$ 1,080.00 | \$ 165.00 | \$ 4,950.00 | \$ 88.00 | \$ 2,640.00 | \$ 200.00 | \$ 6,000.00 | \$ 200.00 | \$ 6,000.00 |
| 68 | BOLLARD CONNECTION | EA | 8 | \$ 500.00 | \$ 4,000.00 | \$ 160.00 | \$ 1,280.00 | \$ 750.00 | \$ 6,000.00 | \$ 250.00 | \$ 2,000.00 | \$ 540.00 | \$ 4,320.00 | \$ 300.00 | \$ 2,400.00 | \$ 750.00 | \$ 6,000.00 |
| TOTAL | | | | \$ 995,255.00 | | \$ 899,937.00 | | \$ 946,421.35 | | \$ 977,880.00 | | \$ 1,052,674.00 | | \$ 1,103,091.00 | | \$ 1,176,620.00 | |

unit price calculation corrections

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Mitch Reister – Utilities

SUBJECT: Transfer Agreement – Regional Stormwater Pond, Olds Station

DATE: September 5, 2017

MEETING DATE: September 14, 2017

I. OVERVIEW

Chelan County presently operates a regional stormwater facility in Olds Station that consists of a large detention/infiltration pond and associated pipeworks located west of the railroad tracks and south of Olds Station Rd. The facility treats stormwater originating from roads and developed parcels in the Olds Station/South Sunnyslope area and is a critical component to the City’s Stormwater Utility in that area. With the annexation of the Olds Station area into the City in the summer of 2016, resulting in the inclusion of a majority of the area serviced by the pond into the City’s Stormwater Utility, it was determined it would be inappropriate for the County to continue to own and operate the regional stormwater facility. The subject Agreement acts to formally transfer the operation and ownership of the facility to the City Stormwater Utility.

II. ACTION REQUESTED

Staff recommends that the City Council approve the Intergovernmental Transfer Agreement with Chelan County and the Port of Chelan County, and authorize the Mayor’s signature.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

The proposed transfer of the Regional Stormwater Pond does not have significant financial implications for the City; minor annual increased maintenance activities, in the range of \$1-\$2K a year, are anticipated. Stormwater fees from the expanded service area resulting from the 2016 annexation of the same more than offset these maintenance costs.

Long-term cleanup costs associated with cadmium concentrations in the soil at the bottom of the pond are a potential future expense, although it is presently not anticipated that remediation of heavy metals will be required so long as the pond remains in use as a stormwater infiltration facility.

IV. PROPOSED PROJECT SCHEDULE

N/A

V. REFERENCE(S)

1. Intergovernmental Transfer Agreement Between the City of Wenatchee, Chelan County, and the Port of Chelan County

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Steve Smith, City Attorney (previously reviewed/approved)

**AGREEMENT FOR INTERGOVERNMENTAL TRANSFER
OF A PORTION OF THE OLDS STATION REGIONAL STORMWATER
SYSTEM**

This Agreement is made by and between the City of Wenatchee (City), Port of Chelan County (Port), and Chelan County (County), under authority of RCW 36.34.130, and provides for intergovernmental transfer of certain real property, referred to hereafter as the “Property”, which consists of a portion of the “Olds Station Regional Stormwater System” (System), located in the City’s Olds Station annexation area in Chelan County and includes a stormwater detention pond and related structures, and an underground utility easement. The Property is described more particularly below.

RECITALS

1. The Surface and Stormwater Management Utility (“County Utility”) was established by Board of Commissioner’s Resolution 2008-06, as amended and codified at chapter 4.10 of County Code (Resolution), to meet the County’s obligations under the Clean Water Act, 33 USC 1251 et. seq. by operating the “County System” to provide stormwater drainage services for the then-unincorporated Olds Station area and for the area commonly referred to as the Chatman Hill neighborhood.

2. The County Utility is authorized by the Resolution to operate in the unincorporated areas of the County identified in section 4.10.040(22) of Chelan County Code.

3. The City of Wenatchee annexed the area of the unincorporated Chelan County referred to as the “Olds Station annexation area,” by City Council Ordinance No. 2016-07 dated March 24, 2016 (“Ordinance”), filed with the County Auditor under auditor’s file number (AFN) 2434476.

4. The City authorized its Storm Drainage Utility (“City Utility”) to provide storm water drainage services and to assess service charges for drainage services provided to real property in the Olds Station annexation area. This authorization is codified as section 9.16 of the Wenatchee City Code.

5. The City finds it necessary and desires to acquire the Property (defined below) to be included as an essential component of the City Utility in the Olds Station annexation area.

6. The County Utility presently continues to accept stormwater drainage from the Olds Station annexation area into the County System.

7. The County desires to transfer the Property to the City upon the conditions that (1) the City continue to accept storm water from the Chatham Hill neighborhood portion of the System, (2) the City accept the assignment of the County position in and abide by the terms of the March 17, 2009 Termination of Stormwater Agreement between the County and the Port, attached as Exhibit "A" as amended herein, and (3) the Property be used for the sole and only purpose as a stormwater detention pond and no other purpose without advance written consent and approval of the County and the Port, which approval is not required to be given.

NOW THEREFORE, it is agreed by Chelan County and the City of Wenatchee as follows:

1. The County shall convey to the City by quitclaim deed the following described real property and easement ("Property"):

Parcel B of Certificate of Exemption 2009-006, as recorded on March 31, 2009 with the Chelan County Auditor as Auditor's File No. 2300235, records of Chelan County, state of Washington.

Together with an easement for underground utilities that is twenty (20) feet in width, with the midline of said easement being the location of the underground stormwater utilities as currently installed and related to that portion of the "Port System" as defined in an Agreement recorded at Chelan County Auditor's File No. 2030432 and located outside the existing formerly County and now City rights-of-way. The general location of said easement is depicted in said recorded agreement. This easement for underground stormwater utilities is located within the boundaries of the easement described below and recorded at Chelan County Auditor's File No. 2384971.

Together with an easement over Parcel C of Certificate of Exemption 2009-006, records of Chelan County, for the purpose of

location, operation, maintenance, and improvement of the facilities located in Parcel B above, and as set forth in Chelan County Auditor's File No. 2384971, records of Chelan County, state of Washington.

2. In consideration for the County's conveyance of the Property, the City agrees that the City shall, without charge to the County or the County Utility, accept all stormwater drainage into the City Utility from the Chatham Hill portion of the County Utility, and that the County Utility alone shall assess and shall retain all service charges for stormwater drainage services in the Chatham Hill neighborhood for the purposes of National Pollution Discharge and Elimination System (NPDES) – Phase II compliance, which includes maintenance and improvement of the Chatham Hill neighborhood stormwater drainage system within the County's municipal permit boundary, maintenance of the connection to the City Utility, and for all authorized purposes and administration of the County Utility. This arrangement shall terminate upon the City's annexation of the Chatham Hill area served by the County Utility. The County shall continue to implement its stormwater illicit discharge detection and elimination program and enforce the adopted illicit discharge detection and elimination ordinance.

3. Until Chatham Hill area is annexed into the City, the County's Surface and Stormwater Utility shall remain responsible for maintenance, operation and conveyance of its Chatham Hill area stormwater drainage system and the connection to the City Utility.

4. In consideration of the County Utility's continued acceptance of Olds Station annexation area stormwater drainage through December 31, 2016, the City and County agree that the County's Surface and Stormwater Utility is entitled to be compensated for its provision of services and shall be entitled to retain the stormwater drainage service charges collected or due and owing prior to, or as of, December 31, 2016; except, the City shall not be required to pay the County Utility for service charges for the City's impervious surfaces within the Olds Station annexation area for the post-annexation, pre-transfer period.

5. Pursuant to paragraph 2.3.4 of the Termination of Stormwater Agreement, the Port of Chelan County ("Port") assigned to the County Utility a 1999 permit granted by Chelan County Public Utility District No. 1 ("PUD") for use of Rock Island Hydroelectric

Project Lands. Unless the City or City Utility obtains a new permit from the PUD directly to the City, the Parties agree that the permit issued to the Port in 1999 and assigned to the Utility in 2009, will be assigned to the City at closing, without recourse to the Port, the County, or the County Utility. The Cities obligations under this agreement are contingent on the successful assignment of the 1999 permit to the City at closing, if necessary. A copy of the Permit is attached as Exhibit "B".

6. The City acknowledges that the County has disclosed to the City known defects in the Property. The City has inspected, or had opportunity to inspect, the Property and to inspect and review County records related to the Property. The County has provided reasonable assistance to aid the City in its inspections.

7. THE CITY ACKNOWLEDGES THAT IT IS FAMILIAR WITH THE PROPERTY AND AGREES THAT IT ACCEPTS THE PROPERTY "AS IS, WHERE IS" IN ITS PRESENT CONDITION WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY THE COUNTY, THE COUNTY UTILITY, OR ANY EMPLOYEE AGENT OR REPRESENTATIVE OF THE COUNTY OR COUNTY UTILITY WITH RESPECT TO THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY.

8. The City agrees to assume full ownership of and responsibility for the Property.

9. The City shall hold harmless, defend and indemnify the County in connection with any injury to person or property occurring after closing with relation to the Property. The County shall hold harmless, defend and indemnify the City in connection with any injury to person or property occurring prior to closing with relation to the property.

10. Paragraph 12 of the Termination of Stormwater Agreement is hereby terminated. The Port and its successor property owners shall be City Utility customers and shall pay for their share of any cadmium-related clean up costs on the same basis and at the same rate as any other City Utility customer that is subject to cadmium clean up costs by virtue of the other customers' connection and stormwater contribution to the City Utility.

11. The March 17, 2009 Termination of Stormwater Agreement shall be amended as follows: Paragraphs 4.1 and 4.2 shall be deleted. Subject to Section 11.1, (i)the Port shall be obligated to adhere to all requirements pursuant to Wenatchee City Code and shall pay all associated fees, and (ii)the Port and its successor Port Properties owners shall remain responsible for payment of City Utility service charges in accordance with Wenatchee City Code. By signing off on the Agreement and consenting to the assignment of the Termination of Stormwater Agreement to the City, the Port agrees to this amendment to the Termination of Stormwater Agreement.

11.1 The Port, its successor Port Properties owners, and the private individuals who financially participated in the original construction of the stormwater retention facilities on the Property (“the participating parties”, shall be entitled to a stormwater retention credit equal to the analysis prepared by RH2 Engineering, dated October 9, 2008, which analysis is on file with the City. In other words, if stormwater retention standards change and the participating parties are required to retain stormwater on-site, then the participating parties shall be required to size and design the on-site system after taking into account the stormwater retention credit arising from the connection to the system located on the Property. The City agrees that the Port may re-allocate the stormwater retention credit among its undeveloped properties, by giving the City 60 days advance written notice of any proposed re-allocation of the credit.

12. This Agreement shall be governed by the laws of the State of Washington and venue for any action shall be in a court of competent jurisdiction situated in Chelan County, Washington.

13. In any action, the Parties agree that each will be solely responsible for payment of its own attorney’s fees and costs.

14. Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the City Utility, the County, the County Utility, the Port, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.

15. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall be identical and constitute one and the same Agreement.

16. If any term or condition of this Agreement or its application to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

17. The City shall be responsible to pay the cost of recording the quitclaim deed with the County Auditor.

18. The City shall bear its own expense for inspection, testing, studies, engineering, insurance, title reports or insurance, or any other like costs or expenses related to transfer of the Property.

19. The Parties intend that each paragraph of this Agreement be construed as separate and divisible, and if any paragraph is held to be invalid, the remaining paragraphs shall remain in full force and effect.

20. This Agreement, including the recitals which are a part of the Agreement, and the Exhibits, contain all the terms and conditions agreed upon by and between the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties.

21. This Agreement shall be effective and in force on the last date of approval and execution by the City, the County, and the Port.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last parties' signature below.

CITY OF WENATCHEE

Frank Kuntz, Mayor

Date: _____

Approved as to form:

Attorney for the City

Date: _____

CHELAN COUNTY AND COUNTY UTILITY

Doug England, Chairman

Keith W. Goehner, Commissioner

Kevin Overbay, Commissioner

Attest: Carlye Baity

Clerk of the Board

Date: _____

Approved as to form:

Deputy Prosecuting Attorney

Date: _____

PORT OF CHELAN COUNTY

By: 
Patrick Jones, Executive Director

Date: August 4, 2017

Approved as to form:

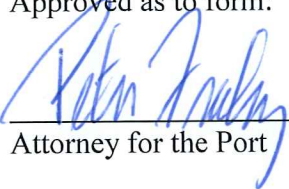

Attorney for the Port

EXHIBIT A

TO

AGREEMENT FOR INTERGOVERNMENTAL
TRANSFER OF A PORTION OF THE OLDS STATION REGIONAL
STORWMATER SYSTEM

Return Address:

Penny Goehner
Chelan County Public Works
316 Washington Street, Suite 402
Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.

| | |
|----------------------------------|--|
| Document Title: | TERMINATION OF STORMWATER AGREEMENT |
| Grantor(s): | PORT OF CHELAN COUNTY |
| Grantee(s): | CHELAN COUNTY |
| Legal Description: | N/A |
| Assessor's Tax Parcel ID: | N/A |

Filed with the Auditor pursuant to RCW 39.34.040

TERMINATION OF STORMWATER AGREEMENT

THIS TERMINATION OF STORMWATER AGREEMENT (the "Agreement") is entered into this date by and between the Port of Chelan County, a Washington municipal corporation (the "Port") and Chelan County, a Washington municipal corporation (the "County"), sometimes collectively referred to as the "Parties" or individually a "Party".

RECITALS

- A. In June of 1998, the Parties entered into an interlocal agreement entitled "Sunnyslope and Olds Station Vicinity Storm Water Discharge Project" (the "1998 Agreement"). Pursuant to the 1998 Agreement, the Port was identified as the lead agency and has remained in that role since the recording of the 1998 Agreement at Chelan County Auditor's No. 2030432. The service area associated with the stormwater system constructed pursuant to the 1998 Agreement is identified in attached Exhibit "A", which is incorporated herein by this reference. The stormwater system constructed by the Port pursuant to the 1998 Agreement shall hereafter be referred to as the "Olds Station Stormwater System".
- B. The Port entered into a series of agreements with the owners of real property in the Olds Station area of Chelan County that grants said owners the right to connect to the Olds Station Stormwater System (the "Connection Agreements"). A list of the Connection Agreements is attached hereto as Exhibit "B" and incorporated herein by this reference.
- C. The County established the Chelan County Surface and Storm Water Management Utility (the "Utility"), which includes the service area identified in the 1998 Agreement.

- D. Since the adoption of the Utility, the Parties have worked cooperatively and in good faith toward a common goal of the Utility ultimately taking control and ownership of the Olds Station Stormwater System.
- E. The Parties will be mutually benefited by the Port transferring all right title and interest in the Olds Station Stormwater System to the Utility. The Parties desire that all properties benefited by the Olds Station Stormwater System shall become subject to the Utility and the utility service charges (but not connection or general facility charges) adopted and imposed by the County.
- F. The Parties agree that the County's acceptance of title to and possession of the Olds Station Stormwater System as a component of the Utility, the operation of the Olds Station Stormwater System as a component of the Utility, the expertise at the County level in response to Clean Water Act obligations, and the Port's payment of annual service charges to the Utility, will be more efficient, will avoid duplication of efforts and costs by two governmental entities, and represents valuable consideration to the Parties for entering this Agreement.

NOW, THEREFORE, in light of the foregoing Recitals and the mutual terms and conditions set forth herein, the Port and the County desire to have the Port transfer the Olds Station Stormwater System to the County for inclusion in the Utility.

1. **Definitions.**

1.1 "1998 Agreement" means the Interlocal Agreement - Port of Chelan County and Chelan County Sunnyslope and Olds Station Vicinity Storm Water Discharge Project, recorded at Chelan County Auditor's No. 2030432.

1.2 "Columbia River System" means that stormwater system owned and maintained by the County that provides stormwater service to real property owned by the Port and located to the east of the railroad right of way located in the Olds Station area of Chelan County.

1.3 "Connected Parties" means the neighboring property owners in the Olds Station area of Chelan County identified on Exhibit "B" who have entered into Connection Agreements with the Port.

1.4 "Connection Agreements" means the 11 Stormwater Connection Agreements entered into by and between the Port and neighboring property owners in the Olds Station area of Chelan County granting said neighboring property owners the right to connect to the Olds Station Stormwater System as anticipated by the 1998 Agreement.

1.5 "County" means Chelan County, a Washington municipal corporation.

1.6 "Olds Station Stormwater System" means the Combined System and the Port System described in the 1998 Agreement.

1.7 "Port" means the Port of Chelan County, a Washington municipal corporation.

1.8 "Utility" means the Surface and Storm Water Management Utility created by Chelan County pursuant to Resolution 2008-06, records of Chelan County, Washington, as it now exists or is hereafter amended.

2. **Work Completed, Property to be Transferred, and Clean Water Act Reporting.**

2.1 Work Completed. Prior to Closing, both the County and the Port are reporting entities for purposes of the Clean Water Act. The Port is a reporting entity as a result of its management of the Olds Station Stormwater System pursuant to the 1998 Agreement. The Port recently obtained a grant associated with the Clean Water Act reporting requirements. The Port and the County worked cooperatively in the identification of work and analyses that needed to be completed in order for the Parties to enter this Agreement. The Parties agree that all work and analyses performed by the Port in anticipation of this transaction, have been coordinated with and accepted by the County and Utility. In response to the coordinated efforts with the County, the Port has expended funds in excess of the grant received in anticipation of a successful transfer of the Olds Station Stormwater System to the Utility. If Closing occurs the Parties agree that said expenditures shall be the sole responsibility of the Port.

2.2 Creation of Parcel. The Parties shall cooperate in the preparation of a legal description of the parcel of property located south of Olds Station Road that encompasses the Combined System as defined in the 1998 Agreement (the "Combined System Parcel"). A general depiction of the Combined System Parcel is attached hereto as Exhibit "C" and incorporated herein by this reference. The County shall complete a survey and take the necessary steps and obtain the necessary approvals to create a legal lot of record associated with the Combined System Parcel that can be conveyed by the Port to the Utility at Closing. It is anticipated that the County will process a Certificate of Exemption to create the Combined System Parcel. The survey and approvals (including the Certificate of Exemption) shall be recorded and effective at Closing.

2.3 Description of Property to be Conveyed. At Closing, the following property interests will be conveyed to the County or to the Utility, at the election of the County:

2.3.1 The Combined System Parcel will be conveyed by the Port to the County or the Utility by means of a Quitclaim Deed approved by the parties to be signed and delivered to the County at Closing. The Quitclaim Deed shall contain a restriction and covenant that the Combined System Parcel may only be used for stormwater retention purposes and for no other purpose without the advance written approval of the Port.

2.3.2 Easements associated with that portion of the Port System located outside of existing County right-of-ways will be granted to the County or the Utility and included in the Quitclaim Deed set forth above in Section 2.3.1. The general location of these easements are identified on attached Exhibit "C", which is incorporated herein by this reference.

2.3.3 The infrastructure owned by the Port associated with the Olds Station Stormwater System, primarily consisting of underground conveyance pipes and perimeter fencing around the Combined System, shall be conveyed by the Port to the County or the Utility by means of a Bill of Sale at Closing.

2.3.4 The Port obtained a Permit from the Chelan County PUD in 1999 to cross a portion of property owned or controlled by the Chelan County PUD that is located between the Combined System Parcel and the Wenatchee River. Unless the County or Utility obtains a new Permit issued directly to the Utility, the Parties agree that the Permit issued in 1999 will be assigned to the Utility at Closing, without recourse to the Port. If a new Permit is not issued directly to the County or the Utility, then the County agrees to indemnify and hold the Port harmless from and against any claims and damages, of any kind or nature that arise after Closing, asserted by the Chelan County PUD arising from or related to the Olds Station Stormwater System or the use of the Chelan County PUD property located between the Combined System Parcel and the Wenatchee River.

2.4 Clean Water Act. Effective as of the date of Closing, the Utility shall manage the Olds Station Stormwater System as part of the County's stormwater management obligations arising under the Clean Water Act, or under any applicable law, regulation, ordinance, or order. In so doing, the County through the Utility will become the sole reporting and responsible entity associated with any such obligations as they now exist or are hereafter amended or adopted that arise or are imposed on the Olds Station Stormwater System and the Columbia River System. Effective as of Closing, it is the intent of the Parties that (a) the Port shall have no future stormwater reporting requirements under the Clean Water Act associated with its properties located in the Olds Station area of Chelan County, Washington which are now or in the future are connected to the Olds Station Stormwater System, and (b) the only obligations of the Port are set forth in Sections 5, 6, and 12 of this Agreement.

3. Termination of Connection Agreements - Contingency. The Closing of the transaction outlined in this Agreement is contingent upon the Port terminating all of the Connection Agreements, effective as of Closing. The Port will work with the private property owners who have Connection Agreements and seek their cooperation so that Closing as set forth herein can occur. In the event that the Port is unable to obtain commitments to terminate all of the Connection Agreements by March 31, 2009, then this Agreement shall terminate, unless the parties agree in writing to proceed with Closing.

4. Future Right to Connect - Continued Service to Port Property. The Port and the Connected Parties financially contributed to the original construction of the Olds Station

Stormwater System with the understanding that the actual stormwater connection would not be constructed until development occurs. In many instances development has not yet occurred and as a material part of the consideration for the termination the 1998 Agreement, this Agreement, and the satisfaction of the contingency set forth in Section 3, above, the Parties agree as follows:

4.1 Port Properties. The Port shall be entitled to connect all or any portion of the real property the Port owns as of January 1, 2009 that is located in the Olds Station area of Chelan County to the Olds Station Stormwater System or the Columbia River System without the payment of a permit fee, connection fee or charge, general facilities charge, or similar fee or charge; provided however, that the Port shall be obligated to pay whatever inspection fees associated with making said connection that the County customarily and routinely assesses to similarly situated properties. According to the Chelan County Assessor records, the tax parcels of the real property owned by the Port as of January 1, 2009, are listed on attached Exhibit "D", which is incorporated herein by this reference.

4.2 Connected Parties. The Connected Parties shall be entitled to connect the real property identified in the corresponding Connection Agreement to the Olds Station Stormwater System without the payment of a permit fee, connection fee or charge, general facilities charge, or similar fee or charge; provided however, that the Connected Parties shall be obligated to pay whatever inspection fees charged associated with making said connection that the County customarily and routinely assesses to similarly situated properties. If a Connection Agreement contains a limitation with regard to the amount of stormwater that may be discharged into the Olds Station Stormwater System, then that limitation shall remain binding on the Connected Party after Closing and termination of the corresponding Connection Agreement. Any discharge of stormwater from the real property described in said Connection Agreement in excess of said limitation shall be subject to any applicable permit fee, connection fee or charge, general facilities charge, or similar fee or charge. The County and the Port agree that the Connected Parties are third party beneficiaries of this Section 4, only, and may bring suit to specifically enforce the terms and conditions of this Section 4. All remaining terms and conditions of this Agreement are exclusively between the County, the Utility and the Port.

5. Payment of Storm Water Utility Service Charges. As set forth above in the Recitals, the County created a Surface and Storm Water Management Utility pursuant to County Resolution 2008-06, records of Chelan County, Washington, as it now exists or is hereafter amended (the "Utility"). The annual service charge arising under said Utility have been invoiced for 2008 and the Port agrees to pay the actual 2008 invoice at Closing, subject to any exceptions or reductions allowed or permitted by said County Resolution, without the assessment of late fees or interest (which late fees and interest the County and Utility hereby waive), and all future annual service charge uniformly imposed by the County as part of the Utility as said service charges come due; provided, however, that if the County or the Utility ever establishes a general facilities charge, connection charge or similar charge that is in addition to the service charge currently adopted by the Utility, then the Port and the Connected Parties shall be exempt from the payment of said general facilities, connection or similar charge.

6. **Termination of 1998 Agreement - Memorandum to be Recorded.** The County and the Port agree that the 1998 Agreement shall be terminated effective as of Closing. Consistent with Paragraph 15 of the 1998 Agreement, the termination of the 1998 Agreement shall not release the Port or the County from any liability or obligation with respect to any matter occurring prior to Closing, including but not limited to the matter set forth in Section 12, below. Unless the liability or obligation arising prior to Closing is attributable to the negligent acts or omissions of one of the Parties, the responsibility for the matter arising prior to Closing shall be allocated as follows: the Port shall be obligated for 41% and the County shall be obligated for 59% of the actual costs incurred. The Parties agree to sign a Memorandum of Termination to be prepared by the Port and recorded at Closing, which shall formally terminate the 1998 Agreement.

7. **Closing; Closing Costs.** Closing shall occur at the Chelan County Prosecutor's Office within 30 days following the satisfaction or waiver of the contingency set forth in Section 3, above. Because of a simultaneous transaction involving the Port and the County, the Parties agree to cooperate and agree to exert good faith efforts so that Closing will occur on or before March 31, 2009. At Closing, the Port and the County shall sign the Memorandum of Termination referenced in Section 6, above. As set forth in Section 2.3, above, the Port shall prepare, sign and deliver the following documents: (a) Quitclaim Deed, together with the easements, for the Olds Station Stormwater System, (b) Bill of Sale, and (c) Assignment of PUD Permit. The County shall be responsible for all recording and processing costs necessary to record the Quitclaim Deed, Real Estate Excise Tax Affidavit, Memorandum of Termination, and any other document associated with this transaction. In the event the County desires title insurance with regard to the property described in the Quitclaim Deed, the County shall be solely responsible for ordering and paying for said title insurance.

8. **McDougall Connection - Non-Contact Cooling Water.** The Port entered into an addendum to the Connection Agreement with McDougall & Sons, Inc. to allow the discharge of non-contact cooling water into the Combined System as defined in the 1998 Agreement. The Port will terminate the Connection Agreement with McDougall & Sons, Inc. effective as of the date of Closing. If the Utility desires to allow McDougall & Sons, Inc. to discharge non-contact cooling water into the Combined System after Closing, then the Utility and McDougall & Sons, Inc. will need to enter into a separate contract or arrangement.

9. **No Costs.** Except as expressly set forth herein, there are no other costs or charges to the Port or the County arising out of this transaction.

10. **AS IS.** THE COUNTY ACKNOWLEDGES IT IS FAMILIAR WITH THE OLDS STATION STORMWATER SYSTEM AND AGREES THAT IT ACCEPTS THE OLDS STATION STORMWATER SYSTEM "AS IS, WHERE IS" IN ITS PRESENT CONDITION WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY THE PORT OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF THE PORT WITH RESPECT TO THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE OLDS STATION STORMWATER SYSTEM, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

11. **Indemnification.** Except as set forth in Section 6 and Section 12, from and after Closing, the County and the Utility agree to indemnify and hold the Port harmless from and against all claims against and damages and costs incurred by the County or the Utility, of any kind or nature, arising from, associated with, or originating with the Olds Station Stormwater System.

12. **Cadmium.** At the County's request, the Port conducted tests which suggest concentrations of cadmium between 1.67mg/kg and 4.33mg/kg in the Combined System Parcel. To address concerns raised by these tests, the Parties specifically provide herein for potential cadmium clean up.

The Port agrees to reimburse the County or Utility for 41% of out-of-pocket costs actually incurred for clean up of the Combined System Parcel as the result of any post-Closing voluntary clean up of cadmium by agreement of the Parties or any "final decision" (i.e. no longer subject to appeal) ordering or requiring clean up of cadmium in any enforcement action or lawsuit under any law, rule, or regulation related to hazardous or toxic substances. "Out-of-pocket costs" are the costs of formulating a remediation plan for cadmium clean up, including contracted engineering and testing, remediation costs for cadmium, the costs of clean up of cadmium-contaminated soils and materials (including disposal thereof, if required), and fines, penalties, and damages associated with cadmium that are assessed, ordered, adjudged or decreed in the final decision; provided however, that "out-of-pocket" costs do not include costs (a) incurred by the Utility or County through the final decision, including negotiating and litigation costs, (b) related to in-house staff, employees, engineers, and prosecuting attorneys, and (c) attributable to other contaminants, except as specifically set forth in Section 6 above and this Section 12.

The Port's commitment in this Section 12 to reimburse the County or Utility shall not be reduced if contaminants, whether or not identified in a final decision, are cleaned up in the Combined System Parcel incidental to cadmium clean up required by a final decision; provided however, that the Utility shall be responsible for ascertainable and quantifiable additional costs associated with the methods and means to clean up contaminants other than cadmium. Nothing herein shall preclude the Parties from independently or collectively seeking recovery and contribution from third parties who are found to be the source of cadmium or other contamination.

The County shall promptly notify the Port of the enforcement action or lawsuit and the County agrees to take into consideration any comments submitted by the Port in response to said enforcement action or lawsuit. The County shall submit an itemized estimate associated with the out-of-pocket costs set forth above to the Port for its review, which budget shall be approved by the Parties prior to the County incurring any cost after the final decision for which it might seek reimbursement from the Port.

The intent of this Section 12 is neither the County nor the Port shall pay more than once for their respective shares of each cadmium clean up. The Utility agrees that in the event the Port reimburses the Utility pursuant to this Agreement (i.e. any time the Port is responsible for paying 41% of its share as set forth in the Agreement), that the 59% portion of said cost paid by the County shall not be included or incorporated in future annual service charge by the Utility for real property owned by the Port included in the Utility service area.

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

14. **No Assignment.** The Parties may not assign this Agreement.

15. **Attorney's Fees.** If either Party brings an action at law or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover its attorney's fees and all court costs in addition to all other relief. "Prevailing party" shall include, without limitation, a party who obtains substantially the relief or result sought by it from the other party in any such action irrespective of whether such relief or result is obtained prior to or following full adjudication on the merits.

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

17. **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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

19. **Informal Mediation.** Disputes regarding this Agreement shall be informally mediated by a panel comprised of one (1) elected official appointed by the Port of Chelan County, one (1) elected official of the County's Board of County Commissioners appointed by the Board, and a third person agreed upon by the two thus chosen. The panel shall attempt to resolve the dispute between the Parties through discussion and negotiation among the panel members. There shall be no presentation of evidence or argument to the panel. Decisions of the panel shall not be binding on the Parties and all discussions and negotiations among the panel members shall remain confidential and privileged. Mediation shall be initiated by a written request from one Party delivered to the other Party setting forth the matter in dispute. If the Parties do not designate the members of the panel within twenty (20) business days following delivery of said notice, then the obligation to mediate shall expire unless the Parties agree to extend the period for designation of the panel members. No Party may bring an action in court or commence any other proceeding with regard to any matter arising under this Agreement until said twenty (20) business day period has expired.

20. **Severability.** It is intended that each paragraph of this Agreement be viewed as separate and divisible and if any paragraph is held to be invalid, the remaining paragraphs shall continue in full force and effect.

21. **Entire Agreement.** This Agreement contains the entire Agreement between the Port, County, and Utility with respect to the subject matter hereof and supersedes all prior Agreements or understandings between the Port, County, and Utility with respect thereto.

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

DATED: 3/17/09

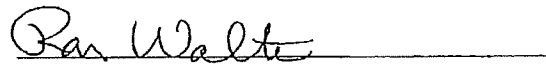
DATED: 03/16/09

PORT OF CHELAN COUNTY

CHELAN COUNTY and UTILITY



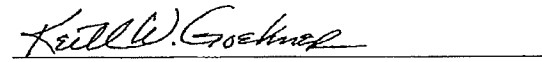
J.C. Baldwin, Commissioner



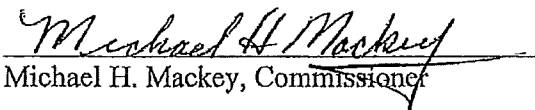
Ron Walter, Chairman



Craig N. Larsen, Commissioner



Keith W. Goehner, Commissioner



Michael H. Mackey, Commissioner



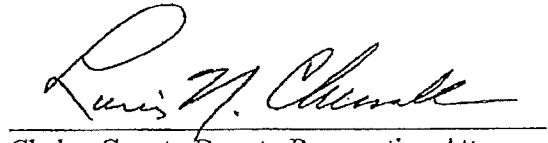
Doug England, Commissioner

Approved as to form:

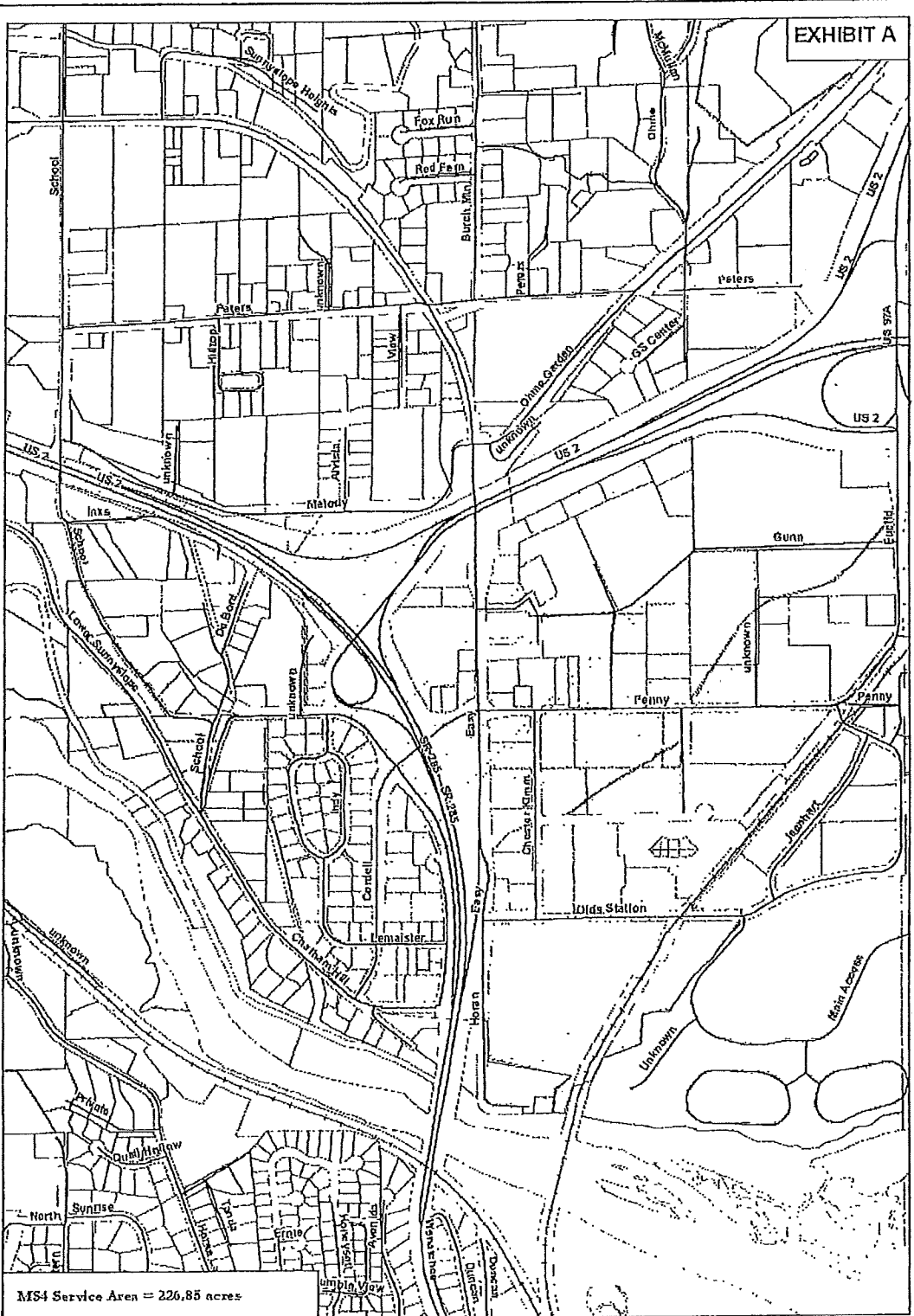
Approved as to form:



Peter Fraden 3/17/09
Attorney for the Port of Chelan County



Lewis J. Chumak
Chelan County Deputy Prosecuting Attorney
Dated: 3-16-2009



Port of Chelan County
Olds Station Separate Storm/Sewer System (MS4)
Service Area

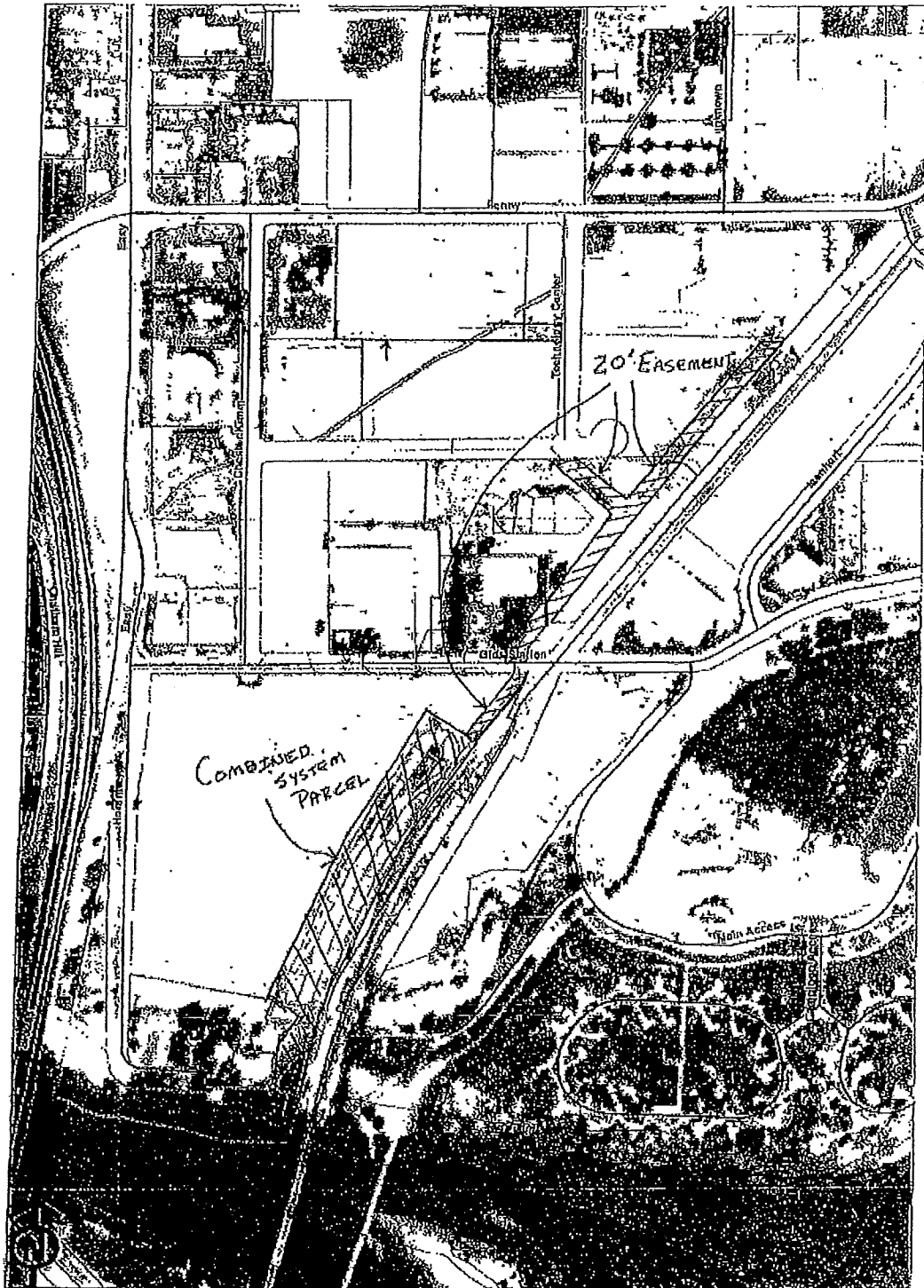
DIGITAL DATA SOURCES FOR THE PORT OF CHELAN COUNTY
OLDS STATION MS4 SERVICE AREA ARE FROM
CHELAN COUNTY AND R43 ENGINEERING

Created by RFP
JULY 2017
JULY 2017

EXHIBIT B

| <u>Connected Parties</u> | <u>Parcel Numbers</u> |
|----------------------------------|--|
| McDougall & Sons, Inc. | 232028130060 |
| Nelteam, LLC | 232021430175; 232021430130 |
| Station 2601, LLC | 232021430150; 232021430200 |
| William C. and Barbara J. Nelson | 232021430300; 232021430250 |
| Olds Easy Street, LLC | 232021430125 |
| Brian S. Nelson | 232021430160 |
| Cashmere Valley Bank | 232021430600; 232021430400; 232021430350 |
| Penny Properties, LLC | 232028120100 |
| Community Technology Center | 232028530010; 232028530020; 232028530030; 232028530040; 232028530050; 232028530060; 232028530070; 232028530080 |
| Berry Investments | 232028110300 |
| Tramp, Steven & Tanya | 232028120050 |

EXHIBIT C



Port of Chelan County
Olds Station Separate Storm/Sewer System (MS4)
Service System

DIGITAL DATA SOURCES FOR THE PORT OF CHELAN COUNTY
OLD'S STATION MS4 SERVICE AREA PROJECT
CHELAN COUNTY PUBLIC ENGINEERING

Checked by: ANK
DATE: 09/14/17 12:17 PM
J:\2017\09\02\001\PAF\01 Stormwater MS4\2017\09\14\17

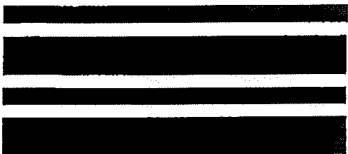
EXHIBIT D

| PARCEL NUMBER | TITLE OWNER | ADDRESS |
|---------------|-----------------------|---------------------------|
| 232028110200 | PORT OF CHELAN COUNTY | 434 OLDS STATION RD |
| 232028110250 | PORT OF CHELAN COUNTY | 2618 EUCLID AVE |
| 232028110350 | PORT OF CHELAN COUNTY | OLDS STATION RD |
| 232028110400 | PORT OF CHELAN COUNTY | 432 OLDS STATION RD |
| 232028110700 | PORT OF CHELAN COUNTY | 238 OLDS STATION RD |
| 232028110750 | PORT OF CHELAN COUNTY | 389 TECHNOLOGY CENTER WAY |
| 232028110800 | PORT OF CHELAN COUNTY | 327 E PENNY RD |
| 232028110950 | PORT OF CHELAN COUNTY | 432 OLDS STATION RD |
| 232028111000 | PORT OF CHELAN COUNTY | 434 OLDS STATION RD |
| 232028120120 | PORT OF CHELAN COUNTY | 125 EASY ST |
| 232028120150 | PORT OF CHELAN COUNTY | 200 OLDS STATION RD |
| 232028120160 | PORT OF CHELAN COUNTY | TECHNOLOGY CENTER WAY |
| 232028120170 | PORT OF CHELAN COUNTY | OLDS STATION RD |
| 232028120800 | PORT OF CHELAN COUNTY | 210 OLDS STATION RD |
| 232028130040 | PORT OF CHELAN COUNTY | UNASSIGNED |
| 232028530020 | PORT OF CHELAN COUNTY | TECHNOLOGY CENTER WAY |
| 232028530030 | PORT OF CHELAN COUNTY | 285 TECHNOLOGY CENTER WAY |
| 232028530040 | PORT OF CHELAN COUNTY | TECHNOLOGY CENTER WAY |
| 232028530060 | PORT OF CHELAN COUNTY | 285 TECHNOLOGY CENTER WAY |
| 232028530070 | PORT OF CHELAN COUNTY | 285 TECHNOLOGY CENTER WAY |
| 232028530080 | PORT OF CHELAN COUNTY | TECHNOLOGY CENTER WAY |

EXHIBIT B

TO


AGREEMENT FOR INTERGOVERNMENTAL
TRANSFER OF A PORTION OF THE OLDS STATION REGIONAL
STORWMATER SYSTEM



FileNET -

Thursday July 12, 2007 09:26

PAGES = _____

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| Page ID: vault files | Req Dept: RS Services | User: KIMBERLD | Ph Ext: |
| Folder: Real Estate Services | | Pages = 3 (2 pgs + bcode) |  |
| Doc Class: MISC PROP | | | |



FILE NUMBER

MP-211



TITLE

PERMIT - STORMWATER RUNOFF



DOC TYPE

MISC PROP



OBTAIN-DATE

07/23/1999

File Number: MP-211 Title: PERMIT - STORMWATER RUNOFF

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|---------|---------------------|---------------------------|
| System: | Doc Type: MISC PROP | Modified by: KIMBERLD |
| Agent: | Purpose: PERMISSION | Last Modified: 07/12/2007 |

| | |
|--|---|
| Subdivision: ROCK ISLAND HYDRO PROJECT LANDS | Rivermile: |
| Township: 23 Qtr-Sec1: SW City: | |
| Range: 20 Qtr-Sec2: NE Address: | |
| Section: 28 Qtr-Sec3: | County: CHELAN |
| Multi Twn Rng: | |
| Project-Tract: RI | Parcel No: 20 Book: |
| Job No: | Page: |
| Auditor-File: | Supersede-Ind: Interest-Ind: Work Sketch: |

| | |
|------------------------------------|---------------|
| Obtain From: PORT OF CHELAN COUNTY | Related Files |
| | N |
| Obtain Date: 07/23/1999 | |
| Sold To: | |
| Date Sold: | |
| Consideration: | |

PERMIT FOR USE OF ROCK ISLAND HYDROELECTRIC PROJECT LANDS

THIS PERMIT is effective this 23 day of July, 1999, as issued by PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON, a municipal corporation, hereinafter called the District, to PORT OF CHELAN COUNTY, hereinafter called the Permittee,"

RECITALS:

WHEREAS, under the authority of the District's Operating License issued by the Federal Energy Regulatory Commission for the Rock Island Hydroelectric Project No. 943, the District, as Licensee, has the responsibility to evaluate proposals and to grant permission for certain types of use and occupancy of project lands and/or waters; and

WHEREAS, Permittee has proposed and is the lead agency for construction of a stormwater system for the Olds Station area in conjunction with Chelan County (the "System"). The construction activities related to the System shall hereafter be referred to as the "Work." The System will carry stormwater to a settling basin and then outfall to a stilling basin located on privately owned lands. In the event stormwater runoff exceeds the limits of the basins, this permit shall allow seepage and flow onto District-owned lands located within Project Boundary of the District's Rock Island Hydroelectric Project reservoir (Wenatchee River) described as follows:

A 100 foot wide strip of land located in the southwest quarter of the northeast quarter of Section 28, Township 23 North, Range 20, EWM, Chelan County, Washington, more particularly described as follows:

Commencing at a found iron pipe monument on the easterly right of way of Horan Road described in Statutory Warranty Deed, Auditor's File No. 786999; thence South $82^{\circ}17'00''$ East 538.63 feet to a found iron pipe monument which is now 25 feet westerly of the Burlington Northern Railroad right of way as described in Quit Claim Deed granted to the Port of Chelan County, Auditor's File No. 9612230019, Book 1079, Page 1837 of records of said County; thence South $14^{\circ}08'11''$ West parallel to and 25 feet west of said railroad right of way to the Rock Island Hydroelectric Project boundary and the True Point of Beginning of this description; thence continuing southerly to the north edge of the Wenatchee River; thence westerly along the north edge of the said river 100 feet, more or less; thence northerly to said project boundary; thence easterly on said project boundary to the True Point of Beginning.

NOW, THEREFORE, in light of the foregoing Recitals, which are incorporated into the agreement between the District and the Permittee by this reference, permission to proceed with the Work and the use of project lands as indicated in the Recitals is hereby granted subject to the following:

1. UNAUTHORIZED ACTIVITIES. All activities identified and authorized herein shall conform to the provisions of this Permit; and that any activities not specifically identified and authorized herein shall constitute a violation of this Permit which may result in the modification, suspension or revocation thereof.

2. NON-CONVEYANCE OF PROPERTY RIGHTS AND/OR EXCLUSIVE PRIVILEGES. This Permit does not convey any real or personal property rights, or any exclusive privileges or rights to the Permittee. The Permit does not authorize the Permittee to commit any injury to property, invade others' rights or violate any federal, state or local laws or regulations.

3. OBTAINING ALL APPLICABLE RIGHTS. The Permittee shall obtain all permits and shall comply with all laws, rules and orders of all federal, state and municipal governments or departments having jurisdiction over the activity to be performed on the lands covered by this Permit.

4. MINIMIZATION OF IMPACT. The Permittee shall make every reasonable effort to prosecute the Work in a manner so as to minimize any adverse impact on fish, wildlife and other environmental values.

5. EROSION CONTROL. The Permittee shall reimburse the District and/or its authorized agents, for all costs of labor and materials necessary, in the District's good faith opinion, to ensure adequate ground cover for the stability of the Permitted area, subject to the monetary limitation set forth below.

Because the permitted premises is non-irrigated, the District and/or its authorized agents, shall plant and seed this area during the fall of 1999, and all reasonable costs and expenses associated with such planting, shall be reimbursed by the Permittee to the District. These initial planting and seeding costs shall not exceed the sum of \$2,000, which costs shall be due and payable by the Permittee to the District within 30 days of Permittee's receipt of a billing by the District.

If, for any reason, following the initial planting and seeding of the Permitted area, the District determines, in good faith, that additional ground cover be planted and seeded to ensure the stability of the Permitted area in following years, all reasonable costs and expenses associated with the District's re-planting and re-seeding, shall be reimbursed by the Permittee. The Permittee shall not be responsible for any costs which exceed \$2,000 in any one calendar year, as adjusted for inflation based on the Consumer Price Index for the Wenatchee area.

6. DAMAGE AND RESTORATION. The Permittee shall be responsible at all times for any and all damages occurring to the Permitted area caused by the Permittee, including (1) damage to plantings and future improvements, and (2) all costs associated with the restoration of the Permitted area or adjacent land owned by the District associated with said damage.

7. FUTURE IMPROVEMENTS. The District may determine, in its sole discretion, at any time in the future to construct on the permitted premises improvements, including but not limited to a trail system and/or public access. In the event the District desires to construct future improvements on the District's lands described herein, the District shall design the improvements so that stormwater flow across said land is not obstructed or diminished. The plans of said improvements shall be submitted to the Permittee for review and comment prior to construction. The Permittee shall respond, in writing, with any concerns within thirty (30) days of the receipt of the plans.

Permittee shall bear any additional reasonable expenses incurred by the District for any costs directly related to the additional design and/or materials that in the District's good faith opinion, are required to accommodate Permittee's use of the lands, during the construction, operation, and maintenance of said future District improvements. Any replanting and/or reseeded which may be required during the construction, operation and maintenance of said future District improvements, shall be subject to the monetary limitations for erosion as contained in Paragraph 5 hereof.

8. WARRANTY. The Permittee accepts use of the District's premises "as-is" and the District expressly does not warrant that the permitted premises are safe for the permitted uses. This Permit is granted based upon Permittee's representation that the permitted premises have been inspected and evaluated by Permittee and were found to satisfy the Permittee's intended use.

9. DEGRADATION OF WATER QUALITY. The Permittee shall prosecute the Work herein in a manner so as to minimize any degradation of water quality.

10. PERIODIC INSPECTIONS. The Permittee shall allow the District to make periodic inspections at any time deemed necessary in order to assure that the activity being performed under authority of this Permit is in accordance with the provisions prescribed herein.

11. PROTECT FACILITIES. Permittee shall take all steps necessary to protect and maintain the permitted use or facility. Permittee shall hold the District harmless from any claims, demands, or judgments for loss or damage to the permitted use or facility due to the level of the project reservoir.

12. ATTORNEY FEES/VENUE. This Permit shall be governed by the law of the State of Washington. If by reason of any default on the part of the Permittee in the performance of any of the provisions of this Permit, it becomes necessary for the District to employ an attorney, the Permittee agrees to pay all costs and all reasonable attorney fees incurred by the District in connection therewith. The parties hereby stipulate and agree that jurisdiction over the parties hereto and venue of any action arising out of this Permit shall reside in Chelan County, Washington.

13. SUBORDINATION. It is expressly understood and agreed that the rights of the Permittee under this Permit are subject to such use of the premises by the District, without liability therefor, as it deems necessary in connection with the construction, operation and maintenance of its Rock Island Hydroelectric Project No. 943-Washington, and to the District's performance of the conditions of the License therefore issued by the Federal Energy Regulatory Commission, including amendments heretofore or hereafter made thereto or any reissuance of a License for said Project.

14. LIABILITY INSURANCE. Permittee shall at all times during the term of this agreement, at its sole expense, keep in force the following insurance coverage:

a. General liability insurance in the standard form covering the premises and insuring against liability for personal injury and death occasioned by accident or disaster in the amount of not less than \$1,000,000 with respect to any one accident or disaster and \$1,000,000 aggregate.

b. Include the District, as the owner of the property, as an additional insured on all liability insurance which is required by the Permittee hereunder. If Permittee's insurance is written through a commercial insurer, the coverage afforded to the District as an additional insured shall be primary and not excess or contributing to any insurance held by the District or any District self-insurance program. The insurance provided shall apply separately to each insured. This separate coverage requirement may be met by a cross liability clause, a severability of interest clause, or an acceptable definition of the term "Insured." Evidence of primary coverage and cross liability clause will be included on the Certificate of Insurance.

c. Prior to the utilization of the subject property by Permittee, it shall provide the District, within thirty (30) days of the date of this Permit, with a written certificate from the insurance carrier certifying compliance with the provisions of this section.

d. All liability and insurance policies shall include a provision to the effect that the insurance policy shall not be subject to cancellation, lapse, or to reduction in the required limits of liability or amount of insurance until notice has been mailed to the District by the insuring company stating the date that such cancellation, lapse or reduction shall be effective, which date shall be not less than thirty (30) days after the mailing of such notice. The cancellation Provision on the Certificate of Insurance shall be amended to read: "*Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.*"

e. The Permittee shall not cause any insurance policy required under this Permit to be canceled or permit any such policy to lapse.

15. INSURANCE SHALL NOT LIMIT LIABILITY. The insurance coverage and benefits required herein, or in any other Permit, shall not be deemed to limit the Permittee's liability to the District or any third party.

16. INDEMNIFICATION. All use of District lands by the Permittee shall be at the sole risk of the Permittee, and the District assumes no responsibility for loss or damage with respect thereto. The Permittee agrees to indemnify the District and save it harmless against any and all claims, demands, expenses, costs and judgments arising from the loss of or damage to said lands or improvements or injury to or death of any person or persons occurring directly or indirectly from Permittee's use and/or maintenance of the land and improvements during the term of this Permit, to the extent caused by such use or maintenance. Permittee shall also be responsible for the payment of all fees, costs and expenses reasonably incurred by the District, its agents, officers and employees, in defending themselves against any claim or action heretofore specified, except in the case of the District's negligence.

17. COVENANT FOR QUIET USE. Nothing herein contained shall imply or import a covenant on the part of the District for quiet enjoyment, and the District shall have no obligation to intervene in any dispute between the Permittee and third parties who may trespass upon the lands and improvements covered by the Permit.

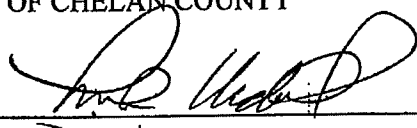
18. UNAUTHORIZED ACTIVITIES. That all activities identified and authorized herein shall be consistent with the terms and conditions of this Permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this Permit which may result in the modification, suspension or revocation thereof.

19. CANCELLATION. If the District determines that any provisions or conditions contained within this Permit have not been met to the District's satisfaction, the District shall provide written notice to the Permittee to cure said situation or condition, and if the Permittee fails to timely cure the situation or condition within (90) days of the receipt of written notice, the District shall have the right to terminate this permit; provided however, that the District shall not terminate the Permit if the Permittee has made reasonable progress toward the completion of the cure within 90 days after the receipt of the notice, and the District is assured that the cure will be completed in a diligent manner. Except as set forth in Section 13, the procedure outlined in this Section 19 shall be the exclusive method for terminating the Permit..

20. ENTIRE AGREEMENT. This agreement represents the entire agreement of the parties. Unless set forth herein in writing, neither party shall be bound by any statements or representations made and each agrees that there are no such statements or representations being relied upon in making this Permit. No alterations, changes or amendments to this Permit will be binding upon either party unless such party has executed a written statements acknowledging such alteration, change or amendment.

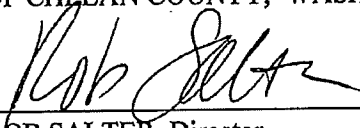
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year above written.

PERMITTEE:
PORT OF CHELAN COUNTY

By: 
Title: Director

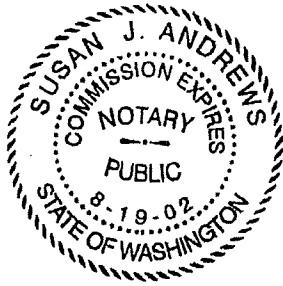
By: _____
Title: _____

PUBLIC UTILITY DISTRICT NO. 1
OF CHELAN COUNTY, WASHINGTON


ROB SALTER, Director
Lands & Facilities

State of Washington)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Mark Urdahl
and _____ signed this instrument, on oath stated that they were authorized
to execute the instrument and acknowledged it as the Director and
_____ of the PORT OF CHELAN COUNTY, to be the free and voluntary act
of such parties for the uses and purposes mentioned in the instrument.



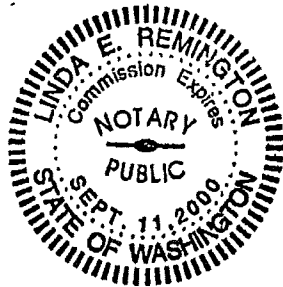
Dated: July 27, 1999

Signature: Susan J. Andrews
SUSAN J. ANDREWS Notary Public

Commission expires: 8-19-2002

State of Washington)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that ROB SALTER signed this
instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the
Lands & Facilities Director of PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY,
WASHINGTON, to be the free and voluntary act of such party for the uses and purposes mentioned in
the instrument.



Dated: July 23, 1999

Signature: Linda Remington
Notary Public

Commission expires: 9-11-2000

00098

FILED FOR FILE 20

Agden Murphy Wallace

96 DEC 20 PM 4:05

1079 Deed BK 1837-41

LYLLIAN J. WOLD
CHELAN COUNTY AUDITOR
WENATCHEE, WA

S

~~2,054.30
VC-117
B-116
12-20-96
00150~~

By *[Signature]*
12-23-96

QUITCLAIM DEED

9612230019

BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, Grantor, for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, conveys and quitclaims, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to **THE PORT OF CHELAN COUNTY**, a Washington municipal corporation, of P.O. Box 849, Wenatchee, Washington 98807-0849, Grantee, all its right, title and interest, if any, in real estate situated in Chelan County, State of Washington, together with all after acquired title of Grantor therein, described as follows:

A strip of land of irregular width situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, Township 23 North, Range 20 East of the Willamette Meridian, Chelan County, Washington, being a portion of the same 100.0 foot wide strip of land described in Warranty Deed from Michael and Margaret Horan to the Washington and Great Northern Railway Company dated and filed for record July 17, 1907 in Volume 74 of Deeds, Page 11, Records of Chelan County, Washington, lying Northwesterly of a line drawn parallel with and distant 25.0 feet Northwesterly of, as measured at right angles to Burlington Northern Railroad Company's (formerly Great Northern Railway Company) Main Track centerline, as now located and constructed upon, over and across the said SW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 28, bounded on the North by the North line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 28 and bounded on the South by the Northerly bank of the Wenatchee River.

SUBJECT, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

BN 11755 Olds, WA

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BK 1079161837

PO Box 1606
CITY

TOGETHER WITH all rights of the Grantor in and to the permit executed between Grantor and Cascade Natural Gas corporation on July 1, 1959 (also known as Permit No. 65134), as they pertain to the above-described property, including, without limitation, the right to cancel the permits upon thirty days notice.

EXCEPTING AND RESERVING, unto Grantor, its successors and assigns, all of the coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature, including sand and gravel underlying the surface of the premises herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the premises herein conveyed, together with the right of access at all times to exercise said rights.

Except as specifically set forth in this deed, the Grantor has not granted nor is it reserving any access or utility easements, or other real property right over, under or across the above-described property, for the benefit of the Grantor or any third party.

Grantee has been allowed to make an inspection of the property and has knowledge as to the past use of the property. Based upon this inspection and knowledge, Grantee is aware of the condition of the property and **GRANTEE ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY IN AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY**, including the physical condition of the property and any defects thereof, the presence of any hazardous substances, wastes or contaminants in, on or under the property, the condition or existence of any of the above ground or underground structures or improvements in, on or under the property, the condition of title to the property, and the leases, easements or other agreements affecting the property. Grantee is aware of the risk that hazardous substances and contaminants may be present on the property, and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor from any and all present or future claims or demands, and any and all damages, loss, injury, liability, claims or costs, including fines, penalties and judgments, and attorney's fees, arising from or in any way related to the condition of the property or alleged presence, use, storage, generation, manufacture, transport, release, leak,

spill, disposal or other handling of any hazardous substances or contaminants in, on or under the property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Grantor's remaining property or the operations or business of the Grantor on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for injury or death of any person, and (d) Losses arising under any Environmental Law enacted after transfer. The rights of Grantor under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any hazardous substances or contaminants on the property.

The term "Environmental Law" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.

The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

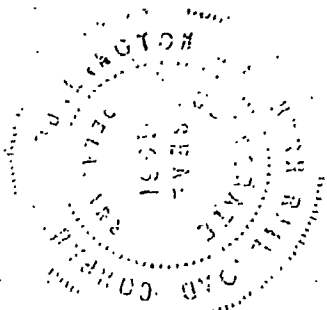
IN WITNESS WHEREOF, the said Grantee caused this instrument to be signed by its authorized representative, attested by its Assistant Secretary, and its corporate seal to be affixed hereto on the 18th day of NOVEMBER, 1996.

**BURLINGTON NORTHERN
RAILROAD COMPANY**

By: D.P. Schneider
D. P. Schneider
Director Real Estate

ATTEST:

By: Margaret R. Aclin
Margaret R. Aclin
Assistant Secretary



BN 11755 Olds, WA

718/
1878

23 20 28 240 750

In front of
Haran House

FEE 402
FILED FOR RECORD
PUP-Stan Nonda

1974 JAN 24 PM 4 04

Deed
BOOK 718 PAGE 1878
CHELAN COUNTY AUDITOR
WENATCHEE, WASH.

REAL ESTATE EXCISE TAX
EXEMPT

Chelan County Treasurer
T. L. McKinn

By Ann Kidd
Deputy

QUIT CLAIM DEED

737549

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THE GRANTOR, WENATCHEE VALLEY WATER COMPANY, a Washing-
ton non-profit corporation, for and in consideration of \$1.00 and
other valuable consideration, conveys and quit claims to PUBLIC
UTILITY DISTRICT NO 1 OF CHELAN COUNTY, WASHINGTON, a Washington
municipal corporation, 327 North Wenatchee Avenue, Wenatchee, Wash-
ington 98801, the following described real estate, situated in the
County of Chelan, State of Washington, together with all after
acquired title of the Grantor therein:

PARCEL 1 Part of the east half of the northeast quarter of the
southwest quarter of Section 20, Township 23 North,
Range 20, E.W.M., said portion being more particularly
described as follows: Beginning at the southeast
corner of the said east half of the northeast quarter
of the southwest quarter; thence running north 604
feet to the true point of beginning; thence to the
left at an angle of 36°55' a distance of 295.2 feet;
thence to the right at an angle of 55°26' and running
a distance of 141 feet to the northerly line of the
Great Northern Railroad right of way line; thence
along the said right of way line of the Great Northern
Railroad, northwesterly 370 feet; thence north 26°00'
east to the north line of said east half of northeast
quarter of the southwest quarter; thence east along
said north line to the center of said section; thence
south on the east line of said northeast quarter of
southwest quarter to the true point of beginning,
EXCEPT rights of way conveyed to State of Washington
and Burlington Northern Railroad.

PARCEL 2 A parcel of land lying in the northwest quarter of the
southwest quarter of Section 16, Township 23 North,
Range 20, E.W.M., more particularly described as
follows: Beginning at the southwest corner of said
section 16, township 23 north, range 20, E.W.M., this
corner common to sections 16, 17, 20 and 21, township
23 north, range 20 E.W.M.; thence north along the
section line common to sections 16 and 17, a distance
of 2193.03 feet, thence turn 90° right for 197.89 feet
to the true point of beginning of this description;
thence continuing easterly on the same line 100.00 feet;
thence turn 90° left for 150.00 feet; thence turn 90°
left for 100.00 feet; thence turn 90° left for 150.00
feet to the true point of beginning and end of this
description.

PARCEL 3 A parcel of land in the southeast quarter of Section 8,
Township 22 north, Range 20, E.W.M., more particularly
described as follows: Commencing at the east quarter
corner of said section 8, the original stone in a
monument case; thence south 0°03'00" west along the
east line of said section 8 for 2182.17 feet to a
3/4 inch iron pipe, the true point of beginning for

mail to P U D - Stan Nonda
Box 1231
Wenatchee
Quit Claim Deed

BOOK 718 PAGE 1878

LAW OFFICES OF
DAVIS, ARNOLD, DORRIS & KNIGHT
408 BOWEN BUILDING
WENATCHEE, WASHINGTON 98801
662-8188

1 this description; thence north 89°57'00" west
2 for 200.00 feet to a 3/4 inch iron pipe; thence
3 south 0°03'00" west for 200.00 feet to a 3/4 inch
4 iron pipe; thence south 89°57'00" east for 200.00
5 feet to a 3/4 inch iron pipe on the east line of
said section 8; thence north 0°03'00" east for 200.00
feet to a 3/4 inch iron pipe, the true point of
beginning.

6 PARCEL 4 That part of the east half of Section 29, Township 23
7 north, Range 20, E.W.M., described as follows: Com-
8 mencing at the intersection of the quarter section
9 line dividing the east half of section 29, township
10 and range as aforesaid, with the north line of the
11 right-of-way of the Great Northern Railway, thence
12 running northerly along said quarter section line to
the Wenatchee River; thence westerly along said
Wenatchee River to where the southerly edge of the
Wenatchee River intersects the northerly line of the
Great Northern Railway right-of-way; thence easterly
along the northerly line of the Great Northern Rail-
way right-of-way to the point of beginning.

13 PARCEL 5 A parcel of land in the southwest quarter of Section
14 28, Township 23 north, Range 20, E.W.M., more parti-
15 cularly described as follows: Commencing at the south-
16 west section corner of said section 28; thence north
17 0°35'00" east along the west section line of said
18 section 28, also the centerline of Western Avenue for
19 1181.20 feet to a brass cap monument; thence south
20 62°57'00" east for 33.51 feet to the southwest corner
21 of said proposed Kriebel-Wade addition, a 3/4 inch
22 iron pipe and the true point of beginning for this
description; thence south 0°35'00" west along the
east right of way line of said Western Avenue for
45.13 feet to a 3/4 inch iron pipe; thence south 89°
25'00" east for 20.00 feet to a 3/4 inch iron pipe;
thence north 0°35'00" east for 35.18 feet to a 3/4
inch iron pipe set on the said southerly line of pro-
posed Kriebel-Wade Addition; thence north 62°57'00"
west along said southerly line of proposed Kriebel-
Wade Addition for 22.34 feet and the true point of
beginning.

23 PARCEL 6 That part of the southeast quarter of the northwest
24 quarter of Section 28, Township 23 north, Range 20,
25 E.W.M., lying easterly of the State Highway as now
26 located, and southerly of the northerly boundary of
27 the county road known as the Lower Monitor Road,
extended easterly from the State Highway, and lying
westerly of the county road known as the Moran Road,
extended southerly to the Wenatchee River, and lying
northerly of the Wenatchee River.

28 AND all and singular the hereditaments and appurten-
29 ances in any way pertaining thereto, including
30 without limitation, accrued rights of adverse
possession.

31 IN WITNESS WHEREOF, said corporation has caused this
32 instrument to be executed by its proper officers and its corporate

BOOK 718 PAGE 1879

LAW OFFICES OF
DAVID, ARNEIL, DORSEY & KIGHT
608 DORREN BUILDING
WENATCHEE, WASHINGTON 98801
662-8182

1 seal to be hereunto affixed this 22 day of December, 1973.

2
3 WENATCHEE VALLEY WATER COMPANY

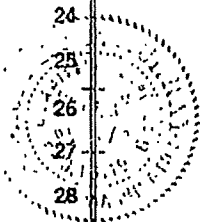
4
5 By Forrest Stauffer
6 President

7
8 By Hamilton P. Beam
9 Secretary

9 STATE OF WASHINGTON)
10 County of Chelan) ss.

11 On this 22 day of December, 1973, before me, the
12 undersigned, a Notary Public in and for the State of Washington,
13 duly commissioned and sworn, personally appeared FORREST STAUFFER
14 and HAMILTON P. BEAM, to me known to be the President and Secretary,
15 respectively, of WENATCHEE VALLEY WATER COMPANY, the non-profit
16 corporation that executed the foregoing instrument, and acknowledged
17 the said instrument to be the free and voluntary act and deed of
18 said corporation, for the uses and purposes therein mentioned, and
19 on oath stated that they are authorized to execute the said instru-
20 ment and that the seal affixed is the corporate seal of said
21 corporation.

22 WITNESS my hand and official seal thereto affixed the
23 day and year first above written.

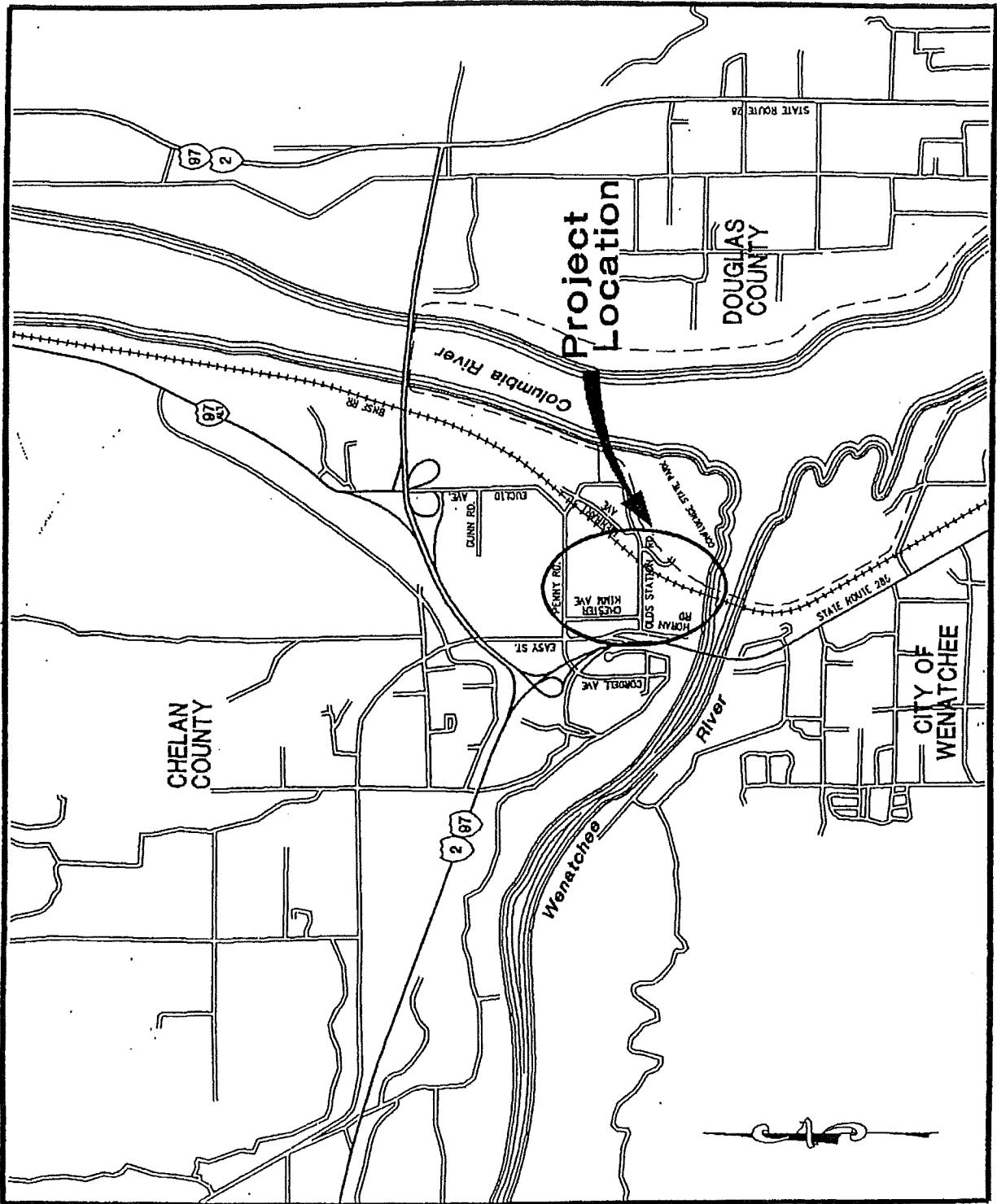


24
25 Forrest Stauffer
26 Notary Public in and for the State of
27 Washington, residing at Wenatchee.
28
29
30
31
32

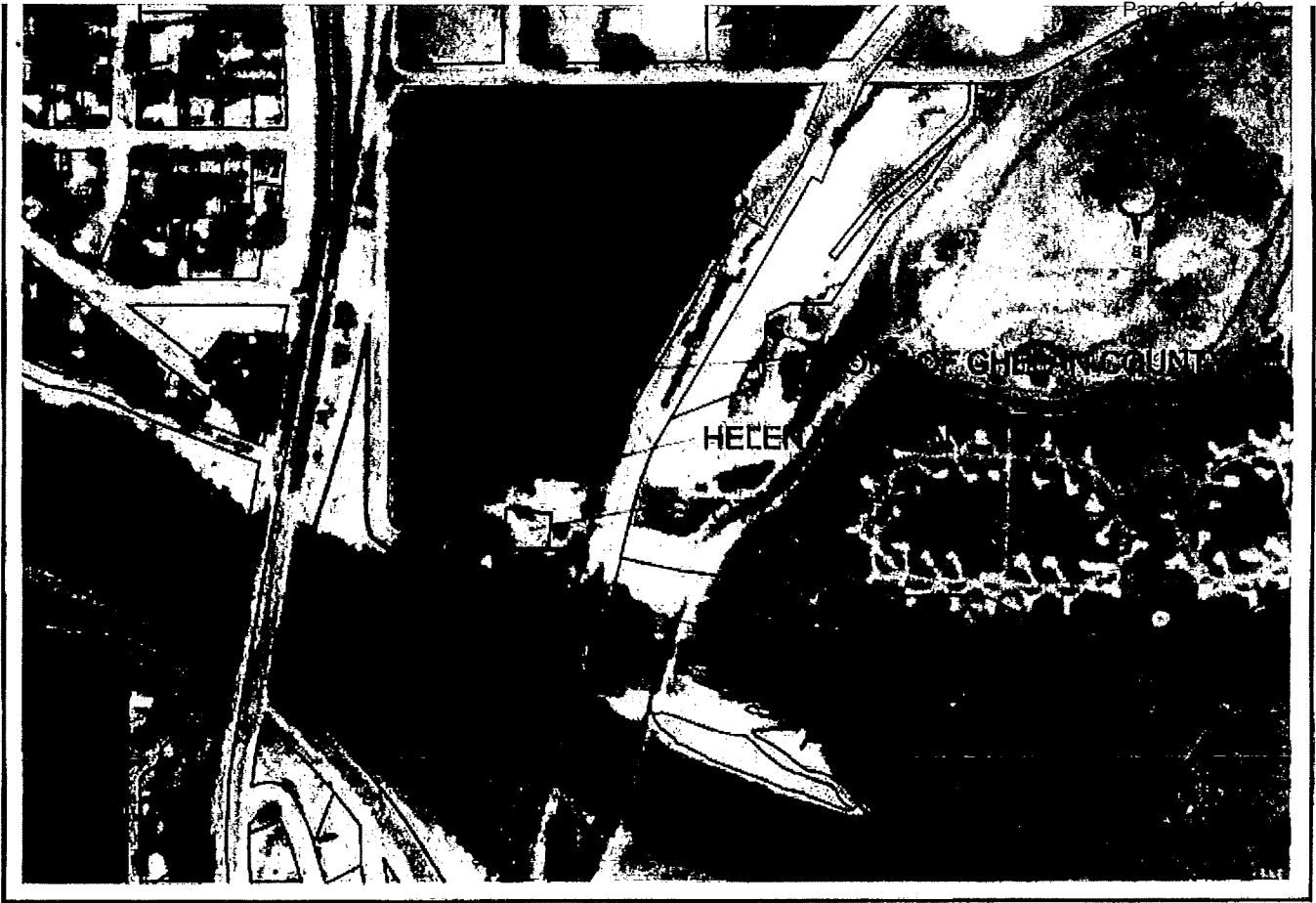
BOOK 718 Page 1880

LAW OFFICES OF
DAVIS, ARNEIL, DORSEY & CO. AT
408 BOWEN BUILDING
WENATCHEE, WASHINGTON 98801
822-6188

Quit Claim Deed



VICINITY MAP
NOT TO SCALE





Elev 634



TO: Mayor Frank Kuntz
City Council Members

FROM: Glen DeVries, Director
Matt Parsons, Associate Planner
Brooklyn Holton, Housing and Community Planner

SUBJECT: Annexation, Resolution 2017-48 - Setting a Public Hearing Date

DATE: September 11, 2017

MEETING DATE: September 14, 2017

I. OVERVIEW

On August 24, 2017 a ten (10) percent annexation petition was brought before the Wenatchee City Council for property located in an unincorporated area located at the northeast corner of Stella and Walnut. The approving motion set the annexation boundary, adopted the existing land use designation as North Wenatchee Business District and required the annexation area to assume existing city indebtedness.

A 60 percent annexation petition was established and circulated following approval of the 10 percent petition. The petition has been signed by the majority property owners for the annexation area and certified by the Chelan County Assessor.

State law establishes when a legally sufficient petition is filed, the city council may consider it and:

1. Fix a date for a public hearing, and
2. Provide notice specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation. The notice is to be:
 - a. Published in one or more issues of a newspaper of general circulation in the city; and
 - b. Posted in three public places within the territory proposed for annexation

II. ACTION REQUESTED

Staff is requesting the City Council approve Resolution 2017-48 to establish a date of September 28, 2017 for a public hearing to consider final action on the subject annexation.

III. BUDGET IMPACTS

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

IV. ATTACHMENT(S)

1. Resolution 2017-48
2. Determination of Sufficiency of Petition for Annexation

V. MOTION

I move to approve Resolution 2017-48, setting a public hearing date of September 28, 2017 for final action on the proposed annexation.

VI. ADMINISTRATIVE ROUTING

Tammy Stanger
Kim Schooley

RESOLUTION NO. 2017-48

A RESOLUTION, fixing time for public hearing on petition for annexation of an unincorporated area located at the northeast corner of Stella and Walnut also known as the Shieni Annexation.

WHEREAS, there has been filed with the City Council of the City of Wenatchee a Petition for Annexation of the following described real property in Chelan County, Washington, to-wit:

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

and

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

WHEREAS, said petition has been signed in writing by the owners of not less than sixty percent in value, according to the assessed valuation for general taxation of the property for which annexation is petitioned; and

WHEREAS, said petition has been certified by the Chelan County Assessor as seen in “Exhibit B”; and

WHEREAS, attached to said petition is a plat or drawing which outlines the boundaries of the property sought to be annexed.

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

SECTION I

That Thursday, the 28th day of September, 2017, at the hour of 5:15 o'clock p.m. of said day, or as soon thereafter as the matter may be heard, has been fixed as the date for a public hearing upon said petition at the City Council Chambers at City Hall in Wenatchee, at which time and place all interested persons may appear and voice their approval or disapproval of said petition for annexation.

SECTION II

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF
WENATCHEE, at a regular meeting thereof, this 14th day of September, 2017.**

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

EXHIBIT A

City of Wenatchee, Washington

SHIENI ANNEXATION BOUNDARY DESCRIPTION

August 24, 2017

A parcel of land located within: the East ½ of the Northwest ¼ Section 33 of Township 23 North, Range 20 East of the Willamette Meridian, Chelan County, Washington, described as follows:

Commencing at the Northwest corner of Lot 1, Block 2, of Powell's Addition to Wenatchee, according to the plat thereof recorded in Volume 1, Page 7, Chelan County, Washington,

thence South 89°46'51" East, along the North line of said Lot 1 to a point 265' East of the West Line of said Lot 1; thence South 00°11'07" East, parallel with the West line of said Lot 1, 329.62' to a point 326.60' North of the South line of said Lot 1; thence North 89°45'38" West, 52.02'; thence South 02°29'41" East, 156.78', to a point 170.00' North of the South line of said Lot 1; thence South 89°45'38" East, parallel with the South line of said Lot 1, 88.20'; thence South 00°11'07" East, parallel with the West line of said Lot 1, 150.00' to the North right of way line of Walnut Street, also being THE TRUE POINT OF BEGINNING;

thence South 89°45'38" East, along said North Right-of-Way line, 62.00' to the Southwest corner of property conveyed to Miriam S. Shieni, single, by deed recorded under Auditor's File No. 2453721 also known as Parcel D, Boundary Line Adjustment No. 2003-08, recorded under Auditor's File No. 2140154; thence North 00°11'07" West, parallel with the West line of said Lot 1, 145.30'; thence North 15°11'07" West, 56.02'; thence North 00°11'07" West parallel with the West line of said Lot 1, 148.82'; thence South 89°45'38" East, parallel with the South line of said Lot 1, 176.67' to a point 120.00 feet West of the East line of said Lot 1; thence South 00°11'01" West parallel with the East line of said Lot 1, 248.12' to a point 120.00' North of the South line of said Lot 1;

thence West along the North line of property conveyed to Rosemary C. Woodward, by deed recorded under Auditor's File No. 9306100001, 25' more or less to a point on the Northwest corner of said property;

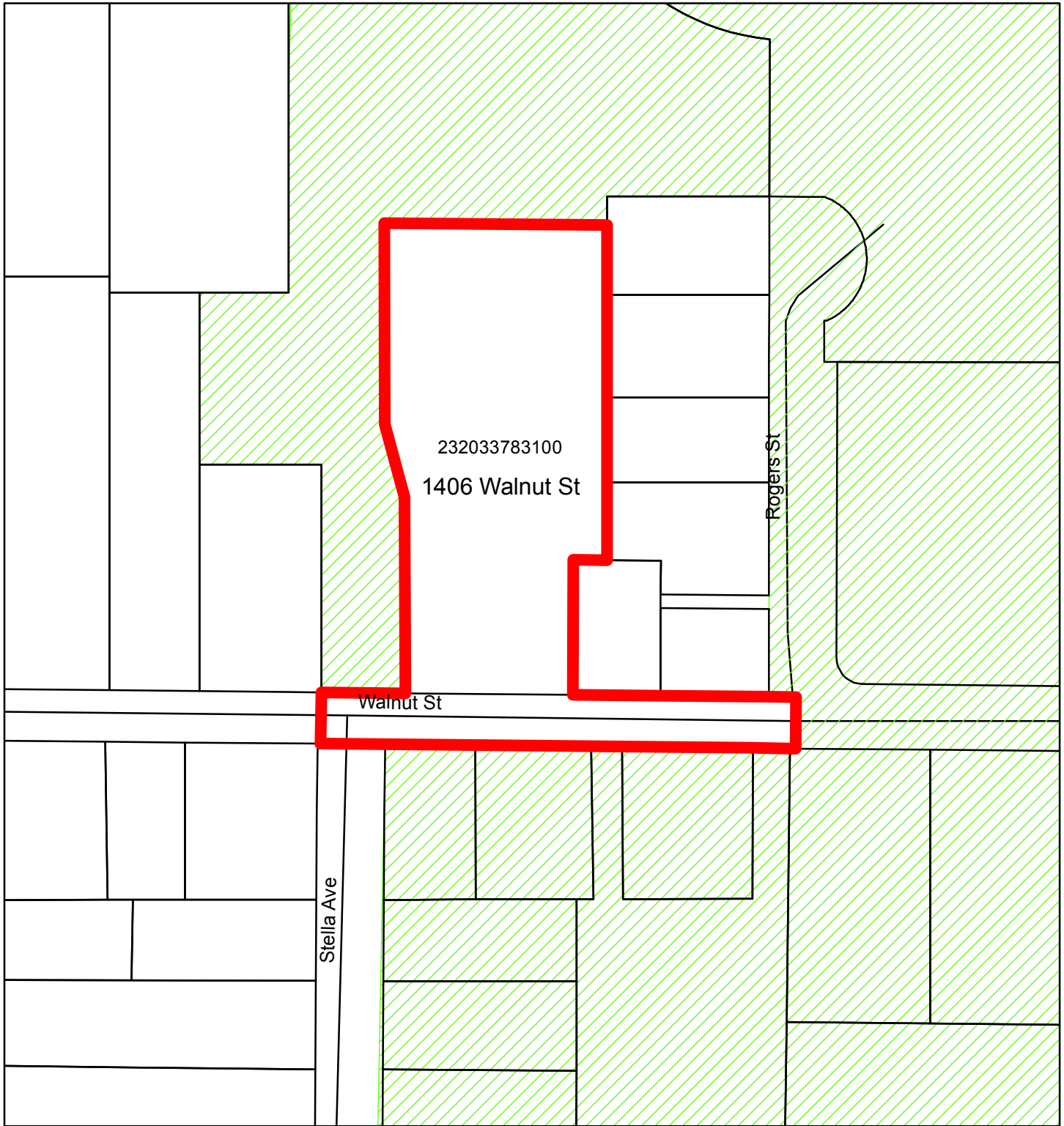
thence South along the West line of said property 100' more or less to a point on the Southwest corner of said property, also being on the North Right-of-Way line of Walnut Street;

thence East, along said line, also being the South line of said property, for 165' more or less to a point on the centerline of Rogers Drive;


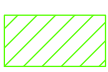
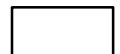

thence Southerly, along said centerline to the South Right-of-Way line of Walnut Street, 40' more or less to a point on said line; thence Westerly, along said line, 361.94' more or less to a point perpendicular to the true point of beginning; thence Northerly 40' more or less to the True Point of Beginning.

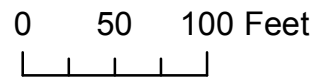
Exhibit B

Map of Proposed Shieni Annexation



Legend

-  Shieni Annexation
-  City Limits
-  Parcels
-  Streets





Deanna C. Walter
CHELAN COUNTY ASSESSOR

350 Orondo Ave, Suite 6
Wenatchee, WA 98801-2885
PHONE: 509-667-6365 FAX: 509-667-6664
WEBSITE: <http://www.co.chelan.wa.us/assessor>

**DETERMINATION OF SUFFICIENCY OF PETITION
FOR ANNEXATION
(RCW 35.21.005 / RCW 35A.01.040)**

**DIRECT PETITION METHOD
(RCW 35.13 / RCW 35A.14)**

Date petition submitted to County Assessor: 8/29/2017
Terminal Date (RCW 35.31.004): 9/7/2017
Assessment Date: 1/1/2016

The petition DOES DOES NOT meet the required minimum 60% of assessed value.

Total Assessed Value of proposed annexation area: \$ 242,096

Total Assessed Value of petition: \$ 208,596

Percent of Assessed Value: 87%

Cathy Enlow, Abstractor for
Deanna Walter, Assessor

9/7/2017
Date



**City of
Wenatchee**
Office of City Attorney

Memorandum

TO: Mayor Frank Kuntz
Wenatchee City Council

FROM: Danielle R. Marchant, Assistant City Attorney

MEMO DATE: September 11, 2017

MEETING DATE: September 14, 2017

RE: Interlocal Agreement with Chelan County

I. Overview

Julie Breckenridge is the owner of property at 609 Lynn Street, which is in the City limits. The Code Enforcement Board (“CEB”) issued a decision on September 24, 2015, finding the property in violation of various provisions of the Wenatchee City Code. The violations included such things as overgrown vegetation and accumulation of garbage and debris that created health and safety concerns. Part of the CEB’s decision included fines and penalties if Ms. Breckenridge failed to timely abate the violations.

Ms. Breckenridge did not abate the violations and the City began a court action to obtain a court order to allow City staff and/or contractors hired by the City to enter upon the property to abate the violations. The court action began on December 15, 2015, and the City obtained the court order on May 5, 2016.

After the City abated the violations, it sought reimbursement from Ms. Breckenridge for the costs related to the abatement and for the court action. On December 23, 2016, the court granted the City a judgment against Ms. Breckenridge for \$12,254.32, which accumulates interest at 12% per annum. As of the date of this memorandum, Ms. Breckenridge has made no payments toward the judgment. The judgment is now a lien against the property.

Chelan County has begun the process to foreclose upon the property for Ms. Breckenridge’s failure to pay property taxes for multiple years. In the event the County holds a foreclosure sale on its property taxes issue, the County has agreed to attempt to collect the City’s judgment at that sale. For the County to take action on the City’s judgment an Interlocal Agreement needs to be entered authorizing the County to take such action.

II. Action Requested

The City Attorney's Office is requesting that the City Council approve the attached Interlocal Agreement with Chelan County and to authorize the Mayor to sign the Agreement.

III. Fiscal Impact

An analysis of the fiscal impact of the Interlocal Agreement to the City has not been made. However, the original judgment amount is \$12,254.32.

IV. References

1. Ch. 39.24 RCW.
2. Ch. 84.64 RCW.
3. RCW 84.56.035.

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF WENATCHEE
AND
COUNTY OF CHELAN
FOR
COLLECTION OF CHARGES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into the last date below, by and between the City of Wenatchee (“City”), a code city of the State of Washington, and the County of Chelan (“Chelan”), a political subdivision of the State of Washington, on behalf of its County Treasurer. The City and the County are sometimes referred to individually as a “Party” or together as the “Parties”, as follows:

WHEREAS, the Parties are public agencies as defined in the Interlocal Cooperation Act (Chapter 39.34 RCW).

WHEREAS, the City is located within the boundaries of the County.

WHEREAS, pursuant to RCW 84.56.035, the City and the County may enter into an agreement to permit the County to collect charges imposed by the City.

WHEREAS, for the mutual benefit of the Parties and to conserve public funds, it is convenient and economical for the Parties to enter into this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to authorize the County, while in the act of lien foreclosure for delinquent taxes under Ch. 84.64 RCW, to collect charges imposed by the City against Julie Breckenridge, where such charges are a lien against the real property commonly located at 609 Lynn St., City of Wenatchee, County of Chelan, State of Washington, which is more particularly described as follows (“Property”): “LOTS 21 AND 22, KAYWOOD ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 132; EXCEPT THE EAST 17.5 FEET OF SAID LOT 21; AND EXCEPT THE WEST 2 FEET OF SAID LOT 22,” and where such charges are included as a lien in any title report obtained by the County in the foreclosure process, and secondly, are a lien against the real property prior to the County filing a Certificate of Delinquency.

2. Administration.

2.1 No separate legal or administrative entity is created by this Agreement.

2.2 For purposes of RCW 39.34.030(4)(a), the administrator of this Agreement shall be the County Treasurer.

2.3 The following shall be the Parties' authorized representatives and contact persons for administration of this Agreement and any notices required by this Agreement shall be provided to:

City: Director of Finance
City of Wenatchee
139 S. Chelan Ave.
P.O. Box 519
Wenatchee, WA 98807
509-888-3610

County: County Treasurer
County of Chelan
350 Orondo Ave., Suite 7
Wenatchee WA 98801
509-667-6405

3. Duration and Termination.

3.1 This Agreement shall become effective upon:

3.1.1 Full execution by the Parties; and

3.1.2 Posting of this Agreement with each Party's website.

3.2. This Agreement shall remain in effect until terminated as provided for herein.

3.3 Either Party may terminate the Agreement by giving thirty (30) days written notice thereof to the other Party.

3.4 Notice of intent to terminate this Agreement shall be served personally or by certified mail, return receipt requested, postage prepaid. Notice shall be effective starting on the date of the receipt. If service is done by certified mail, receipt shall be deemed to have occurred on the third business day after mailing.

4. Collection of Charges.

The County, while in the act of lien foreclosure for delinquent taxes under Ch. 84.64 RCW, is authorized to collect charges imposed by the City against Julie Breckenridge, where such charges are a lien against the Property, and where such charges are included as a lien in any title report obtained by the County in the foreclosure process, and secondly, are a lien against the Property prior to the County filing a Certificate of Delinquency. The County shall transfer any funds collected regarding the City's charges to the City within 30 days of receipt of the funds.

5. Financing, Budget and Expenses.

No separate budget or financing method is created by this Agreement.

6. Property.

6.1 The Parties do not anticipate acquiring jointly-owned personal or real property under this Agreement.

6.2 Any personal property of a Party used in the performance of this Agreement in the possession of the other Party shall be returned to the owner promptly upon completion of each requested task that utilized the property.

7. Maintenance and Audit of Records.

7.1 Each Party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.

7.2 These records shall be subject to inspection, review and audit by either Party, the Washington State Auditor's Office, or any other entity as required by law.

7.3 Each Party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and Washington State law.

8. Legal Relations.

8.1 The City and the County are separate and independent governmental entities in all respects. Nothing in this Agreement shall be construed as creating any other relationship between the Parties.

8.2 The City agrees to defend, indemnify, and hold harmless the County and its agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from its performance of this Agreement, except for injuries and damages caused by the actions of the County.

8.3 The County agrees to defend, indemnify, and hold harmless the City and its agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from its performance of this Agreement, except for injuries and damages caused by the actions of the City.

8.4 Nothing in this Agreement shall be construed to permit anyone other than the Parties and their successors to rely upon the covenants and agreements contained in this Agreement, nor to give any such third party a cause of action, as a third party beneficiary or otherwise, on account of any nonperformance of the provisions of this Agreement.

9. Enforcement.

9.1 In the event a dispute arises regarding any matter addressed in or related to this Agreement, the Parties agree that before taking any court action or seeking any other legal remedy, the Parties' authorized contact persons listed in Section 2.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

9.2 If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each Party shall pay its own attorney's fees incurred in that action, arbitration or other proceeding.

9.4 This Agreement shall be governed exclusively by the laws of the State of Washington.

10. Applicable Laws.

The Parties, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

11. Interpretation.

11.1 This Agreement has been submitted to the scrutiny of the Parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance its words, without consideration or weight given to its being drafted by any Party or its legal counsel.

11.2 Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by either Party of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the other Party.

12. Waiver of Breach.

The waiver by either Party of the breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party.

13. Recitals.

The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

14. Severability.

In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect without the

invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

15. Posting of the Agreement.

Pursuant to RCW 39.34.040, this Agreement shall be posted and listed by subject on each Party's website prior to its becoming effective.

16. Entire Agreement.

16.1 This Agreement contains all the terms and conditions agreed upon by and between the Parties.

16.2 This Agreement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which shall be identical and constitute one and the same agreement.

16.3 No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

16.4 Any modification of this Agreement must be in writing and executed by both Parties.

16.5 This Agreement shall be binding upon the Parties, their successors and assigns.

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement on the dates below.

CITY OF WENATCHEE

CHELAN COUNTY BOARD OF COMMISSIONERS

By _____
FRANK KUNTZ, Mayor

By _____
DOUG ENGLAND, Chair

Date: _____

By _____
KEVIN OVERBAY, Commissioner

By _____
KEITH W. GOEHNER, Commissioner

ATTEST:

ATTEST:

CHELAN COUNTY TREASURER

By _____
David Griffiths, Treasurer

By _____
Carley Baity, Clerk of the Board

Date: _____

Date: _____