



WENATCHEE CITY COUNCIL

Thursday, October 26, 2017

Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

AGENDA

4:45 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 or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. RCW 42.30.110(1)(c).

5:15 p.m. Regular Meeting

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

2. Consent Items:

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

Vouchers:

Claim checks #183649 through #183756 in the amount of \$379,633.39 for October 12, 2017

Claim checks #183757 through #183828 in the amount of \$252,271.13 for October 19, 2017

Payroll distribution in the amount of \$299,075.00 for October 20, 2017

Payroll distribution in the amount of \$11,805.89 for October 31, 2017

3. Citizen Requests/Comments.

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

4. Presentations.

- Waste Water Treatment Plant Outstanding Performance Award
- Veteran's Day Proclamation
- Patrick Jones Annual Briefing

5. Action Items.

- A. Civil Service Commission Secretary/Examiner Services Agreement
Presented by Steve Crown, Police Chief

Motion for City Council to approve the Services Agreement with Lynn Floyd, Civil Service Commission Secretary/Examiner.

- B. Interlocal Agreement with WSDOT for Project 1703
Presented by Gary Owen, City Engineer

Motion for City Council to authorize the Mayor to approve the Interlocal Agreement GCB 2658 between the City of Wenatchee and the Washington State Department of Transportation, providing for the payment of costs incurred with design and construction of requested improvements.

- C. Skyline Reservoir Transmission Line Replacement, Project No. 1704
Presented by Jeremy Hoover, P.E., Senior Engineer – Utilities

Motion for City Council to authorize the Mayor to negotiate with BHC Consultants for design services for the Skyline Reservoir Transmission Line Replacement (Project No. 1704) and further authorize the Mayor to sign a contract on behalf of the city.

- D. Wenatchee Reclamation Agreements – Hale Park Irrigation
Presented by Matt Leonard, Public Works Director

Motion for City Council to approve the Utility Crossing and Water Lease Agreements with the Wenatchee Reclamation District, and authorize the Mayor's signature.

- E. Convention Center Roofing Project No. 1609B – Final Acceptance
Presented by Matt Leonard, Public Works Director

Motion for City Council to accept the work performed by the contractor Fluid Applied Roofing, LLC, on Convention Center Roofing Project No. 1609B and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.

- F. Purchase and Sale Agreement with Weidner Apartment Homes
Presented by Steve King, Economic Development Director

Motion for City Council to authorize the Mayor to sign a Purchase and Sale Agreement with Weidner Apartment Homes.

- G. Tourism Promotion Area Board Appointment – Jason Grover
Presented by Allison Williams, Executive Services Director

Motion to approve Resolution No. 2017-54, appointing a voting representative to the Tourism Promotion Area Board to fill an unexpired term ending December 31, 2018 (Jason Grover).

6. Public Hearings.

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

- H. Public Hearing on Moratorium for Outdoor Storage Uses in the North Wenatchee Business District in the Olds Station Area
Presented by Stephen Neuenschwander, Planning Manager

Motion to continue the moratorium established by Ordinance No. 2017-20, based on the findings included in the adopting ordinance.

- I. Continuation of Public Hearing on Vacation of Right-of-Way along Ohme Garden Road
Presented by Gary Owen, City Engineer

Motion for City Council to continue the hearing date to consider the vacation of a portion of city right-of-way along Ohme Garden Road, to November 9, 2017.

7. Reports.

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

8. Announcements.

9. Adjournment.



DRAFT

WENATCHEE CITY COUNCIL MEETING

Thursday, October 12, 2017

Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

MINUTES

In attendance:

Mayor Frank Kuntz
Councilmember Jim Bailey
Councilmember Ruth Esparza
Councilmember Lyle Markhart
Councilmember Mark Kulaas
Councilmember Linda Herald (via teleconference)
Councilmember Mike Poirier

Staff in attendance:

Executive Services Director Allison Williams
Assistant City Attorney Danielle Marchant
City Clerk Tammy Stanger
IS Support Jessie Saucedo
Economic Development Director Steve King
Public Works Director Matt Leonard
City Engineer Gary Owen
Finance Director Brad Posenjak
Public Information Officer Annagrisel Alvarez
Police Chief Steve Crown

5:15 p.m. Regular Meeting

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

Mayor Frank J. Kuntz called the regular meeting to order at 5:15 p.m. Councilmember Lyle Markhart led the Pledge of Allegiance. The excused absence of Councilmember Keith Huffaker was noted for the record. Councilmember Linda Herald participated in the meeting via teleconference.

2. Consent Items:

- Motion to approve agenda, vouchers, and minutes from previous meetings.
- Resolution No. 2017-50, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Department of Information Systems 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 (6-0).

3. Citizen Requests/Comments.

Manuel Valencia, on behalf of the United Neighbors Association, thanked the Council for the continuation of sidewalk projects in South Wenatchee. The neighbors are very happy. He also invited everyone to come to their event this Saturday from 1-6pm at Methow Park.

4. Presentations.

- Make a Difference Day Proclamation read by Councilmember Mark Kulaas and presented to Margie Kerr.
- United Way Month Proclamation read by Councilmember Lyle Markhart and presented to United Way Executive Director Alan Walker and 2018 campaign co-chair Jerrilea Crawford (and Linda Herald on the phone).

5. Action Items.

A. Arts, Recreation and Parks Commission Appointment (Patrick Farrar)

Executive Services Director Allison Williams presented the staff report.

Motion by Councilmember Ruth Esparza to approve Resolution No. 2017-49, appointing a member to the Wenatchee Arts, Recreation and Parks Commission (Patrick Farrar). Motion seconded by Councilmember Lyle Markhart. Motion carried (6-0).

B. Partner Application to Community Economic Revitalization Board

Economic Development Director Steve King presented the staff report. Council asked questions.

Motion by Councilmember Mike Poirier to approve Resolution No. 2017-33, in support of a committed partner application to Community Economic Revitalization Board for funding from the Department of Commerce to assist in the financing of constructing the McKittrick Street extension. Motion seconded by Councilmember Lyle Markhart. Motion carried (6-0).

C. Coleman Oil Sanitary Sewer Discharge Agreement #2

Public Works Director Matt Leonard presented the staff report. Council asked questions.

Motion by Councilmember Jim Bailey for City Council to authorize the Mayor to execute the Agreement for Temporary Discharge of Treated Groundwater to the City of Wenatchee Publicly Owned Treatment Works. Motion seconded by Councilmember Mike Poirier. Motion carried (6-0).

- D. Bid Award for Lewis and Clark Elementary Sidewalk Improvements Project #1521

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

Motion by Councilmember Ruth Esparza for City Council to award the contract for the construction of the Lewis and Clark Elementary Sidewalk Improvements, Project 1521, to J&K Earthworks, in the amount of \$767,732.16, and authorize the Mayor to approve the construction contract. Councilmember Jim Bailey seconded the motion. Motion carried (6-0).

6. Discussion Item.

- a. 2018 Budget

Finance Director Brad Posenjak reviewed the preliminary budget summary with the Council. The Mayor went over the departmental requests. The capital projects still need to be added over the next month for the final budget. Reserves are at the recommended levels, and all property taxes for 2018 will go to the streets fund.

7. Reports.

- a. Mayor's Report

The Mayor reported that Moody's has upgraded the city's credit rating four spots to A3, which is great news. The report is online. Staff continues to work hard on the INFRA grant and gathering letters of support.

He asked Steve King and Matt Leonard to provide a report on their trip to Washington D.C. They met with USDOT and staff people for our legislative delegation (Congressman Reichert, Senator Murray and Senator Cantwell), and felt that overall it was a productive trip. They feel they received good insight to keep working on the grant application, continue receiving the letters of support, and complete the application the first part of November for a determination mid-year 2018.

Executive Services Director Allison Williams reminded everyone of the AWC Regional Meeting next Tuesday, October 17. The director's meeting is scheduled for next Thursday at 1:30 p.m. Public Safety Committee meets next Thursday at 3:30 p.m. Work session topics next week will include traffic calming and potentially a homeless housing update.

Reports/New Business of Council Committees

Councilmember Linda Herald reported that she attended this week's Rivercom meeting and they did not adopt their budget and will ratify it next month (as there were only four board members with two alternates present).

Councilmember Mark Kulaas announced that the WDA student designed banners are now on display downtown. He also said that the WDA is weighing its options for flower pots and care.

8. Announcements. None.

9. Adjournment. With no further business the meeting adjourned at 6:09 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



WENATCHEE CITY COUNCIL WORK SESSION
WENATCHEE CITY HALL
129 South Chelan
Wenatchee, WA 98801

DRAFT

Thursday, October 19, 2017
5:15 p.m.

MINUTES

Present:

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

Staff Present:

Executive Services Director Allison Williams
PIO/Deputy Clerk Annagrisel Alvarez
Economic Development Director Steve King
Public Works Director Matt Leonard
Finance Director Brad Posenjak
Planning Manager Glen DeVries
Police Chief Steve Crown

Mayor Frank J. Kuntz called the meeting to order at 5:15 p.m.

DISCUSSION ITEMS:

A. Surplus Website Update

Information Systems Director Dale Cantrell and Public Works Director Matt Leonard provided an overview and an update regarding the surplus website that the City of Wenatchee is now using to sell items that the city is surplus. Items for sale vary and include street signs, equipment and a walnut tree. The website works with a bid system and every time that someone bids IS gets a notification to follow up with the sale.

B. Traffic Calming

Public Works Director Matt Leonard and Police Chief Steve Crown presented the Council with possibilities to implement a traffic calming system since the city receives numerous traffic complaints each year. There are different traffic calming programs that could be used but each one has phases, different time constraints and budgeting issues. The Mayor and Council wanted to start with four traffic calming devices that will be placed in areas where there is the need as determined by Engineering/Police. Lambert and Crawford were mentioned but the determination will be made by staff based on evidence.

The meeting adjourned at 6:15 p.m.

FRANK J. KUNTZ, Mayor

ANNAGRISEL ALVAREZ, Deputy Clerk

PROCLAMATION

WHEREAS,

On November 11 of each year we honor our Veterans, men and women who have served our country with honor and distinction. On Veterans Day we show them our deepest thanks. Their sacrifices have helped secure more than two centuries of American progress, and their legacy affirms that no matter what confronts us or what trials we face, there is no challenge we cannot overcome, and our best days are still ahead.

WHEREAS,

Although much has changed since Americans first took up arms to advance freedom's cause, the spirit that moved our forebears is the same spirit that has defined each generation of our service members. Our men and women in uniform have taught us about strength, duty, devotion, resolve - cornerstones of a commitment to protect and defend that has kept our country safe for over 200 years. In war and in peace, their service has been selfless and their accomplishments have been extraordinary.

WHEREAS,

Even after our Veterans take off the uniform, they never stop serving. Many apply the skills and experience they developed on the battlefield to a life of service here at home. They take on roles in their communities as doctors and police officers, engineers and entrepreneurs, mothers and fathers. As a grateful Nation, it is our task to make that transition possible - to ensure our returning heroes can share the opportunities they have given so much to defend. The freedoms we cherish endure because of their service and sacrifice, and our country must strive to honor our Veterans by fulfilling our responsibilities to them and upholding the sacred trust we share with all who have served.

WHEREAS,

On days like this, we are called to reflect on immeasurable burdens that have been borne by so few. We pay tribute to our wounded, our missing, our fallen, and their families - men and women who have known the true costs of conflict and deserve our deepest respect, now and forever.

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee, with respect for and in recognition of the contributions our service members have made to the cause of peace and freedom around the world, do hereby proclaim November 11, 2017, as Veterans Day in the City of Wenatchee, and encourage all citizens to recognize the valor and sacrifice of our Veterans through appropriate public ceremonies and private prayers.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 26th day of October, 2017.

FRANK J. KUNTZ, Mayor

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: STEVE CROWN, CHIEF OF POLICE

SUBJECT: Civil Service Commission Secretary/Examiner Services Agreement

DATE: October 16, 2017

The Civil Service Commission Secretary/Examiner position is a requirement under the Revised Code of Washington, title 41.12.040. The holder of this position is authorized compensation through a service agreement and is designated as an independent contractor. The service agreement between the City of Wenatchee and the Civil Service Commission Secretary/Examiner is due for renewal.

Action Requested:

On behalf of the Civil Service Commissioners, request that the Mayor/Council approve the service agreement for Lynn Floyd, Civil Service Commission Secretary/Examiner.

CIVIL SERVICE COMMISSION SECRETARY/EXAMINER
SERVICES AGREEMENT

THIS AGREEMENT is entered into this date between the City of Wenatchee (“City”), a Washington municipal corporation, and Lynn Floyd, an individual (“Floyd”), located in Wenatchee, Washington.

In consideration of the mutual covenants and agreements contained herein, the parties mutually agree to the following terms and conditions:

1. Civil Service Commission Secretary/Examiner. Floyd agrees to serve as the City’s Civil Service Commission Secretary and Chief Examiner. Floyd agrees to perform, according to the best of her ability and skill, the duties of Secretary and Chief Examiner.

2. Term of Agreement. The term of this agreement shall be from January 1, 2018, until terminated by either party.

3. Independent Contractor. Floyd is, and shall be at all times during the term of this agreement, an independent contractor and not an employee of the City. The parties fully understand the nature of independent contractor status and intend to create an independent contractor relationship. Floyd, and not the City, shall have the right to control the manner and means by which Floyd’s work is accomplished. The City shall retain the right, however, to ensure that the work is being performed according to agreed upon standards. Consistent with this relationship, Floyd shall not be covered by any City benefit programs, such as health and welfare benefit plans, sick leave, vacation pay, social security, worker’s compensation, unemployment compensation, or any other

benefit of employment, and shall not be treated as an employee for federal or state tax purposes or for any other purpose. Floyd shall be responsible for paying all taxes related to payments the City makes to Floyd, including federal income taxes, self employment (social security and Medicaid) taxes, local and state business and occupation taxes, and the City is not withholding for and paying any of those taxes. Floyd agrees to indemnify and hold the City harmless from any such obligation.

4. Duties. Consistent with RCW 41.12.040, Floyd shall keep the records for the Civil Service Commission, preserve all reports made to it, superintend and keep a record of all examinations held under its direction, and perform such other duties as the Commission may prescribe.

5. No Assignment. Floyd agrees to perform all of the services required under this agreement and to not assign the performance of any of those services to any other person.

6. Compensation. Floyd shall be paid the sum of \$797.50 per month at the end of the month in which services have been provided.

7. Termination. The City or Floyd may terminate this agreement by giving thirty (30) days written notice to the other party for any reason with or without cause. Floyd shall be compensated as set forth in Paragraph 6 to the effective date of termination, but not beyond said date.

8. Access to Records. The City and authorized representatives of the state and federal government shall have access to any books, documents, papers, and records of Floyd which are pertinent to this agreement for the purposes of making audits, examinations, excerpts and transcriptions.

9. Reports and Information. Floyd, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement.

10. Compliance with Laws. Floyd shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

11. Severability. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

12. Attorneys Fees. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this agreement, each party shall bear their own attorneys fees and costs incurred with respect thereto.

13. 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.

14. Governing Law and Venue. This agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Chelan County Superior Court.

15. Entire Agreement. This agreement represents the entire and integrated agreement between the City and Floyd and supercedes all prior negotiations, representations or agreement, either written or oral. This agreement may be amended only by written instrument signed by both the City and Floyd.

“CITY”

“FLOYD”

CITY OF WENATCHEE

By: _____
FRANK KUNTZ, Mayor

Dated: _____

Address for giving notices:

City of Wenatchee
129 South Chelan
Wenatchee, WA 98801

By: Lynn Floyd
LYNN FLOYD


Dated: 10/17/2017

Address for giving notices:

Lynn Floyd
1905 Pensione Place
Wenatchee, WA 98801

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

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

SUBJECT: Project 1703, WSDOT Mission Avenue Paving and ADA Improvements
Interlocal Agreement with WSDOT for design and construction services for the City of Wenatchee

DATE: October 20, 2017

MEETING DATE: October 26, 2017

I. OVERVIEW

WSDOT has two projects programmed for construction in the City of Wenatchee in 2018. Combined together, they will provide repaving of State Route 285 (Mission Street) from Bridge Street all the way to the Wenatchee River Bridge. Additionally, they will construct new ADA compliant curb ramps, and add audible pedestrian pushbuttons at those locations.

City of Wenatchee engineering staff have been coordinating with WSDOT for over a year on this project. After coordinating with WSDOT on a number of issues related to paving and ADA design, staff felt it was in the city's best interest to partner with WSDOT on this project to do some paving of city streets in the vicinity as a part of the project. The city requested that WSDOT repave 19 side streets along SR285, between Mission St/Chelan Ave and Mission St/Wenatchee Ave. Additionally, as part of the work, staff requested that WSDOT provide additional design and construction services to repair failing city signal infrastructure at two locations. See attached vicinity map for location details. WSDOT requires an interlocal agreement with the city be signed so that they can provide the design and construction services requested.

Engineering staff negotiated an interlocal agreement and the budget has already been agreed to by the finance committee. The agreement is now ready to be executed by the city.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to approve Interlocal Agreement GCB 2658 between the City of Wenatchee and the Washington State Department of Transportation, providing for the payment of costs incurred with design and construction of requested improvements.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

\$2 million was approved by the finance committee and is included in the overlay and TBD funds for 2018. The costs provided in the agreement are estimates, and the City of Wenatchee will be responsible for paying the actual costs under the WSDOT unit price contract for the work.

IV. PROPOSED PROJECT SCHEDULE

WSDOT plans to advertise the project for bids in February 2018, for a summer construction date. Per the specifications, construction will not begin until after the Apple Blossom Festival.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

V. REFERENCE(S)

1. Interlocal Agreement GCB 2685 between City of Wenatchee and Washington State Department of Transportation.

VI. ADMINISTRATIVE ROUTING

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



| | | | |
|--|---|--|---|
| Local Agency Participating Agreement Work by State - Actual Cost | | Local Agency and Address City of Wenatchee 1350 McKittrick St PO Box 519 | |
| Agreement Number GCB 2658 | | Section/Location SR 285 Wenatchee Area Paving | |
| State Route Number 285 | Control Section Number 042201, 042205 | Plans, Specifications and Cost Estimates (PS&E) for the Local Agency Work by LOCAL AGENCY? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | | PS&E Due Date 2/12/18 | |
| Region North Central Region | | Description of Work | |
| Advance Payment Required | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | This project will include paving on local streets and the cost of the City of Wenatchee. | |
| Advance Payment Amount 0 | | | |
| STATE | | LOCAL AGENCY | |
| State Agency Representatives WSDOT | | Local Agency Representatives City of Wenatchee | |
| Name Kevin Waligorski | | Name Gary Owen | |
| Title Project Engineer | | Title City Engineer | |
| Address 1551 North Wenatchee Avenue 98801-1156 | | Address 1350 McKittrick St | |
| E-mail Address waligk@wsdot.wa.gov | | E-mail Address gowen@wenatcheewa.gov | |
| Phone 509-667-2861 | | Phone 509-888-3204 | |

This Agreement is made and entered into between the Washington State Department of Transportation (STATE) and the above named governmental entity (LOCAL AGENCY).

WHEREAS, the STATE is planning the construction or improvement of a section of the state route as shown above, and in connection therewith, the LOCAL AGENCY has requested that the STATE perform certain work for the LOCAL AGENCY as described above under Description of Work and/or further described in Exhibit B, (Work), and

WHEREAS, it is deemed to be in the public's best interest for the STATE to include the requested Work in the STATE's construction contract for the state route improvement, and

WHEREAS, the LOCAL AGENCY is obligated for the cost of the Work described herein, and

WHEREAS, the LOCAL AGENCY, by email dated October 10, 2017 (Exhibit C) agrees to reimburse the STATE for preliminary engineering costs in the amount of fifty three thousand dollars (\$53,000) for work performed after June 1, 2017.

NOW, THEREFORE, pursuant to RCW 47.28.140 and/or chapter 39.34 RCW and in consideration of the terms, conditions, and performances contained herein, the recitals as stated above, and the attached Exhibits which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PLANS, SPECIFICATIONS, AND COST ESTIMATES

- 1.1 The STATE, on behalf of the LOCAL AGENCY, agrees to perform the Work, as further provided herein and pursuant to the attached exhibits. Exhibit A is the Cost Estimate and Exhibit B, if included as an attachment, further defines the Work to be constructed for the LOCAL AGENCY. The combination of the LOCAL AGENCY's Work and the STATE's improvements hereinafter constitute the Project.
- 1.2 If indicated in the above heading, the LOCAL AGENCY shall provide the STATE with plans, specifications and cost estimates (PS&E) for the Work.
 - 1.2.1 The PS&E shall be in accordance with the state of Washington Standard Specifications for Road, Bridge and Municipal Construction, and its amendments thereto (Standard Specifications), current at the time of Project advertisement, mutually acceptable design standards, or the LOCAL AGENCY's standards, if applicable and specified by the LOCAL AGENCY. Backup calculations for quantities and breakdowns for lump sum items shall be included with the PS&E for the Work.
 - 1.2.2 If the PS&E for the Work, with backup calculations and breakdowns, is not delivered by the above PS&E due date, the STATE, at its sole discretion, may proceed without the LOCAL AGENCY Work included with the STATE's improvements. The LOCAL AGENCY agrees to reimburse all STATE costs incurred up to and as a result of the LOCAL AGENCY's failure to timely provide the PS&E. This Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6.
- 1.3 The STATE will incorporate the LOCAL AGENCY's Work or Work PS&E into the STATE's PS&E for the STATE's improvements to produce a combined advertisement (Ad) ready PS&E for the Project. The STATE will document STATE-performed engineering design work required to incorporate the Work or Work PS&E into the STATE's PS&E (Design Documentation). The State shall provide up to two intermediate review sets of the PS&E and Design Documentation at mutually agreeable milestones. The STATE will provide the LOCAL AGENCY with one (1) reproducible copy of the stamped final Design Documentation prior to the proposed Ad date.
- 1.4 The STATE will provide the LOCAL AGENCY with one (1) reproducible copy of the Ad ready PS&E for the Project a minimum of thirty (30) working days prior to the proposed Ad date. The LOCAL AGENCY will have fifteen (15) working days to review the Ad ready PS&E for the Project, resolve any concerns, and provide the STATE with written approval, conditional approval, or rejection of the Ad ready PS&E for the Work portion of the Project. In the event the Work portion of the Ad ready PS&E is conditionally approved or rejected, the LOCAL AGENCY shall include the reasons for conditional

approval or rejection. The LOCAL AGENCY may request an extension of time in writing, provided that the STATE receives the written request not later than fifteen (15) working days after the LOCAL AGENCY has received the Ad ready PS&E. The STATE shall provide a written response, indicating the number of working days extended, if any.

- 1.5 If the STATE does not receive the LOCAL AGENCY's written approval, conditional approval or rejection of the Work portion of the Ad ready PS&E within fifteen (15) working days and any approved extension of time pursuant to Section 1.4, or if the STATE cannot accept the LOCAL AGENCY's condition(s) of approval, or if the LOCAL AGENCY has not acquired all right of way and permits required to construct, maintain, and operate the Work, the STATE may, at its sole discretion, delete the Work from the Project and advertise the STATE's improvements. The LOCAL AGENCY agrees to reimburse the STATE for engineering costs and actual direct and related indirect costs incurred by the STATE associated with either the STATE or LOCAL AGENCY deleting the Work from the Project. This Agreement shall then terminate upon receipt of all reimbursement payments in accordance with Section 6.

2. BID, AWARD, AND COST ADJUSTMENTS

- 2.1 The STATE will advertise the Project for bids. The STATE will be the LOCAL AGENCY's representative during the Ad and Project contract award period. When requested by the STATE, the LOCAL AGENCY shall timely assist the STATE in answering bid questions and resolving any design issues that may arise that are associated with the Work. All comments and clarifications must go through the STATE.
- 2.2 If the LOCAL AGENCY is responsible for preparing the Work PS&E, the LOCAL AGENCY agrees to provide the STATE with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.
- 2.3 The STATE shall provide the LOCAL AGENCY with written notification of the bid price for the Work. The LOCAL AGENCY shall have five (5) working days from the date of written notification to provide the STATE written approval of the bid price for the Work, or request the Work be deleted from the Project. The LOCAL AGENCY may request an extension of time in writing, provided that the STATE receives the written request not later than five (5) working days after the LOCAL AGENCY has received the written notification. The STATE shall provide a written response indicating the number of working days extended, if any.
- 2.4 The LOCAL AGENCY acknowledges that if it fails to provide the STATE with written approval of the bid price for the Work or request that the Work be deleted from the Project within five (5) working days and any approved extension of time pursuant to Section 2.3, the STATE shall delete the Work from the Project. In this event, the LOCAL AGENCY agrees to reimburse the STATE for engineering costs and actual direct and related indirect costs incurred by the STATE associated with deleting the Work from the Project. The LOCAL AGENCY understands that deleting the Work from the Project may require an equitable adjustment to the Project contract and agrees to reimburse the STATE for costs associated with the equitable adjustment. This Agreement shall then terminate upon receipt of all reimbursement and equitable adjustment payments in accordance with Section 6.
- 2.5 If the LOCAL AGENCY approves the bid price for the Work and the STATE does not award or execute the Project contract, but thereafter re-advertises the Project for bids,

the STATE agrees to pay all STATE costs to re-advertise the Project. The LOCAL AGENCY agrees that the STATE is not responsible for increased bid prices or delay to the Work or other impacts to the LOCAL AGENCY resulting from re-advertising the Project.

- 2.6 If the LOCAL AGENCY approves the bid price for the Work and the STATE does not award or execute the Project contract and does not re-advertise the Project for bids, this Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6. The LOCAL AGENCY agrees that the STATE is not responsible for potential increased costs for the Work, delay to the Work or other impacts to the LOCAL AGENCY resulting from not awarding the Project.

3. CONSTRUCTION

- 3.1 The STATE will be the LOCAL AGENCY's representative during construction and will act as owner in the administration of the contract for the Work. The STATE will designate a STATE Project Engineer to provide all services and tools, including but not limited to construction administration, inspection, materials testing, and representation, necessary to administer and manage the contract to ensure that the Work is constructed in accordance with the contract.
- 3.2 The LOCAL AGENCY may consult with and inquire of the STATE Project Engineer, attend all meetings, and have access to all documentation concerning the Work. The LOCAL AGENCY shall not provide direction, directly or indirectly, to the STATE's contractor. All formal contacts between the LOCAL AGENCY and the contractor shall be through the STATE's representative.
- 3.3 When it becomes known that quantities for a unit bid item will exceed plan quantity for the Work by ten (10) percent or result in a cost increase for the Work exceeding the total amount by the percentage listed under Section 6.6, the STATE shall consult with the LOCAL AGENCY on possible courses of action within three (3) working days in accordance with Section 4.
- 3.4 The LOCAL AGENCY may inspect the Work. Any costs for such inspection shall be borne solely by the LOCAL AGENCY. All contact between said inspector and the contractor shall be only through the STATE's inspector or the STATE's representative.
- 3.5 The STATE will prepare the final construction documentation in general conformance with the STATE's Construction Manual. The STATE will maintain one set of plans as the official "as-built" set, then make notations in red ink of all plan revisions typically recorded per standard STATE practices, as directed by the STATE's Construction Manual. Once the LOCAL AGENCY has accepted the Work per Section 5, the STATE will provide one reproducible set of as-built plans to the LOCAL AGENCY within _____ (_____) working days.

4. CONTRACT CHANGES

- 4.1 Changes to the Project contract will be documented by change order in accordance with the Standard Specifications. The STATE shall process change orders for all changes affecting the Work in the manner set (DOT Form 422-003), Approval of Changes/Checklist, STATE Construction Manual, current edition.

- 4.2 Required changes involve such changes in quantities or alterations to the Work as are necessary to satisfactorily complete the Project. All other changes affecting the Work shall be considered elective changes.
 - 4.3 The LOCAL AGENCY authorizes the STATE to initiate all required changes affecting the Work and to negotiate, document and execute the associated change orders. The LOCAL AGENCY agrees to pay for the increases in cost, if any, for the required changes affecting the Work in accordance with Section 6.
 - 4.4 The STATE will advise the LOCAL AGENCY of any proposed required changes affecting the Work as soon as possible and provide it with an opportunity, if time permits, to review the change before implementation. The STATE will determine the length of the review time based upon the need to expedite the change to avoid delay to the contractor.
 - 4.5 The LOCAL AGENCY may request additions to the Work through the STATE in writing. The STATE will implement the requested changes as elective changes, provided that a change does not negatively impact the STATE's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or STATE design policies, and does not unreasonably delay critically scheduled Project contract activities.
 - 4.6 All elective changes to the Work shall be approved in writing by the LOCAL AGENCY before the STATE directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The LOCAL AGENCY agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 6.
 - 4.7 The STATE will make available to the LOCAL AGENCY all change order documentation related to the Work.
 - 4.8 In the event it is determined that the LOCAL AGENCY does not have sufficient funds to complete the Work, the STATE and the LOCAL AGENCY shall negotiate to determine the future of the Work. If it is determined that the Work cannot proceed, the Work shall be brought to a level that is safe for public use and the STATE will terminate the remainder of the Work from the Project contract. In the event the Work is terminated, Section 5 shall apply for that portion of the Work completed up to the time of termination. The LOCAL AGENCY agrees to pay all costs associated with termination, including contractor claims, in accordance with Section 6.
- 5. ACCEPTANCE**
- 5.1 Prior to Work acceptance, the STATE and LOCAL AGENCY will perform a joint final inspection. The LOCAL AGENCY agrees, upon satisfactory completion of the Work and receipt of a Notice of Physical Completion of the Work, as determined by the STATE, to deliver a letter of acceptance to the STATE which shall include a release of the STATE from all future claims or demands of any nature resulting from the performance of the Work and STATE administration thereof, outside STATE right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of the STATE in administering the Work.

- 5.2 If a letter of acceptance is not received by the STATE within ninety (90) days following delivery of a Notice of Physical Completion of the Work to the LOCAL AGENCY, the Work and STATE administration thereof shall be considered accepted by the LOCAL AGENCY, and the STATE shall be released from all future claims and demands of any nature resulting from the performance of the Work and the STATE's administration thereof, outside STATE right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of the STATE in administering the Work.
- 5.3 The LOCAL AGENCY may withhold its acceptance of the Work by submitting written notification to the STATE within _____ (_____) days following delivery of a Notice of Physical Completion of the Work. This notification shall include the reason(s) for withholding acceptance.

6. PAYMENT

- 6.1 The LOCAL AGENCY, in consideration of the faithful performance of the Work performed by the STATE and its contractor, agrees to reimburse the STATE for the actual direct and related indirect costs of the Work, as estimated in Exhibit A.
- 6.2 If the Parties have a reciprocal overhead agreement in place effective as of the date of this Agreement, the STATE's overhead rate will not be charged. In this event, the STATE will only invoice for actual direct salary and direct non-salary costs for the STATE's contract administration.
- 6.3 The STATE shall provide detailed invoices to the LOCAL AGENCY for the Work performed by the STATE and its contractor or for costs incurred as provided in Sections 1.2.2, 1.5, 2.4, 4.8 or 8.1.4, and the LOCAL AGENCY agrees to make payment within thirty (30) days from receipt of an invoice. A payment will not constitute agreement as to the appropriateness of any item. At the time of the final invoice, the Parties will resolve any discrepancies.
- 6.4 The LOCAL AGENCY agrees that if it does not make payment within ninety (90) days after receipt of an invoice, the STATE may deduct and expend any monies to which the LOCAL AGENCY is entitled to receive from the Motor Vehicle Fund.
- 6.5 Advance Payment: If an advance payment is required, the LOCAL AGENCY agrees to pay the STATE the "Advance Payment Amount," shown above, within twenty (20) days after receipt of Project contract award notification. The advance payment represents approximately fifteen percent (15%) of the cost estimate and covers costs incurred by the STATE in the initial stages of the Work. The advance payment will be carried throughout the life of the LOCAL AGENCY's cost obligations, with final adjustment made in the final invoice.
- 6.6 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the Work above the cost estimate (including sales tax, engineering, and contingencies) by more than _____ (_____) percent, the Parties agree to modify this Agreement by executing a written amendment to address the increase pursuant to Section 10.1, or implement Section 4.8.

7. RIGHT OF ENTRY

- 7.1 The LOCAL AGENCY hereby grants to the STATE and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the LOCAL AGENCY has an interest for the purpose of constructing the Project.
- 7.2 Where applicable, the LOCAL AGENCY hereby grants to the STATE and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the LOCAL AGENCY has an interest for the STATE to construct, operate, maintain and/or reconstruct signal loop detectors and appurtenances for signals belonging to the STATE, if any, that are constructed within the LOCAL AGENCY's right of way. The terms of this Section 7.2 shall survive the termination of this Agreement.

8. CLAIMS

8.1 Claims for Additional Payment

- 8.1.1 In the event the contractor makes claims for additional payment associated with the Work, the STATE will immediately notify the LOCAL AGENCY of such claims. Such claims shall be made in the manner and form as provided for in the Standard Specifications.
- 8.1.2 The LOCAL AGENCY shall not be obligated to pay such claims or their cost of defense to the extent that the claims are caused by the negligent acts or omissions of the STATE in administering the Work.
- 8.1.3 The LOCAL AGENCY shall have the right to review and comment on any settlement for claims associated with the Work. However, the STATE shall have the ultimate right to settle such claims. In the event the LOCAL AGENCY does not agree with the claim settlement as negotiated by the STATE, the LOCAL AGENCY shall reserve the right to not financially participate in the negotiated claim settlement. If agreement cannot be reached between the LOCAL AGENCY and the STATE on a claim settlement, the Parties agree to follow the dispute resolution procedure in Section 10.7.
- 8.1.4 If the STATE agrees, the LOCAL AGENCY may defend contractor claims associated with the Work at its own cost, and in doing so, the LOCAL AGENCY agrees to pay any resulting settlement, court judgment or arbitration award. The STATE will cooperate with the LOCAL AGENCY in the LOCAL AGENCY's defense of the claims. The LOCAL AGENCY agrees to reimburse any STATE costs, including attorney's fees, incurred in providing such assistance in accordance with Section 6.
- 8.2 Claims for Damages: After Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs within the limits of the Work located on the LOCAL AGENCY's right of way, the LOCAL AGENCY shall defend such claims and hold harmless the STATE therefrom, and the STATE shall not be obligated to pay any claim, judgment or cost of defense. Nothing in this Section, however, shall remove from the STATE any responsibility defined by the current laws of the state of Washington or from any liability for damages caused by the STATE's own negligent acts or omissions independent of the Work performed pursuant to this Agreement.

9. OWNERSHIP, OPERATION, AND MAINTENANCE

- 9.1 Upon acceptance of the Work as provided in Section 5, the LOCAL AGENCY shall be the sole owner of that portion of the Work located within the LOCAL AGENCY's right of way, and the LOCAL AGENCY shall be solely responsible for ownership and all future operation and maintenance of the Work at its sole cost, without expense, cost, or liability to the STATE.
- 9.2 STATE facilities constructed on LOCAL AGENCY right of way, if any, as identified in Section 7.2 shall be owned by the STATE, and the STATE shall be responsible for the operation and maintenance of such facilities at the STATE's sole cost, until removed. The terms of this Section shall survive the termination of this Agreement.

10. GENERAL PROVISIONS

- 10.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 10.2 Termination: Neither the STATE nor the LOCAL AGENCY may terminate this Agreement without the written concurrence of the other Party, except as otherwise provided under Sections 1.2.2, 1.5, 2.4, and 2.6.
- 10.2.1 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the LOCAL AGENCY agrees to reimburse the STATE for the actual direct and related indirect expenses and costs it has incurred for the Work up to the date of termination, as well as the costs of non-cancelable obligations.
- 10.2.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 10.3 Independent contractor: The STATE shall be deemed an independent contractor for all purposes, and the employees of the STATE or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the LOCAL AGENCY.
- 10.4 Indemnification: The Parties shall protect, defend, indemnify, and hold harmless each other and their employees, authorized agents, and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the STATE, its employees, authorized agents, or contractors and (b) the LOCAL AGENCY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or contractors.
- 10.5 Acceptance of Liability: The LOCAL AGENCY agrees and accepts full liability for (1) the PS&E provided for the Work to the STATE, if any; and (2) for any Work the LOCAL


AGENCY has provided direction to the STATE to design and/or construct outside the STATE's right of way and/or STATE's jurisdiction that does not meet STATE standards.

- 10.6 Survivability: Sections 10.4 and 10.5 shall survive the termination of this Agreement.
- 10.7 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the LOCAL AGENCY shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.
- 10.8 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court as per the provisions of RCW 47.28.120. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.
- 10.9 Audits/Records: All Project records for the Work in support of all costs incurred shall be maintained by the STATE for a period of six (6) years. The LOCAL AGENCY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the LOCAL AGENCY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government.
- 10.10 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until the Work is accepted by the LOCAL AGENCY pursuant to Section 5, or as otherwise provided herein, and all obligations for payment have been met.
- 10.11 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

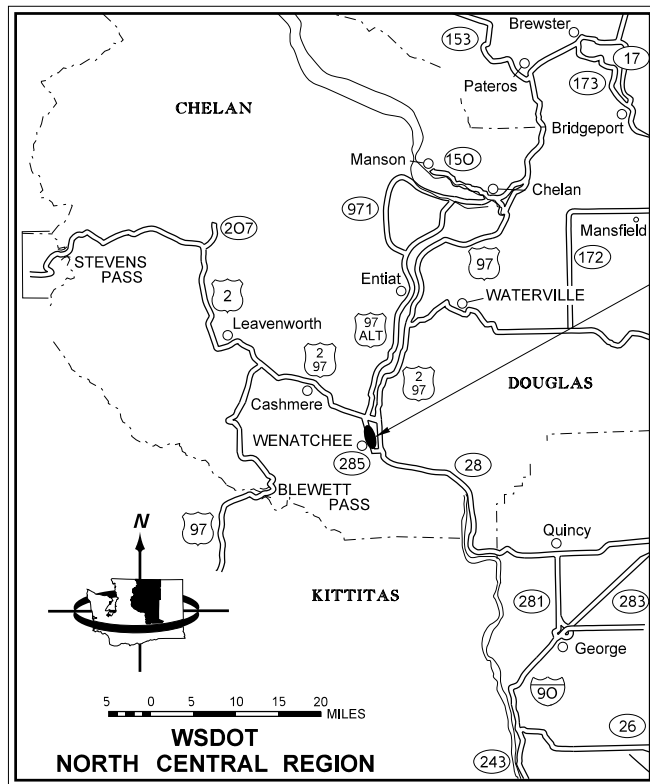
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

| WASHINGTON STATE DEPARTMENT OF TRANSPORTATION | LOCAL AGENCY |
|--|---------------------|
| By: | By: |
| Printed: | Printed: |
| Title: | Title: |
| Date: | Date: |

GCB 2658 Exhibit A Sheet 1 of 1

| PROJECT: SR 285 WENATCHEE AREA PAVING AND ADA COMPLIANCE | | Last Updated: 7/25/2017 | | EHONEYCUTT | |
|--|---------------|-------------------------|-------------------|-------------|---------------------|
|  Washington State Department of Transportation | | | CITY OF WENATCHEE | | |
| | | | Group 6 | | |
| | | | MP to MP: | 0.79-5.04 | |
| | | | Sta to Sta | N/A | |
| | | CTRL: | N/A | | |
| ITEM | STD. ITEM NO. | UNITS | UNIT PRICE | ITEMS TOTAL | COST SUBTOTAL |
| PREPARATION | | | | | |
| MOBILIZATION | 0001 | L.S. | 8% | 96795.00 | \$ 96,795 |
| REMOVING DRAINAGE STRUCTURE | 0049 | EA. | \$700.00 | 10.00 | \$ 7,000 |
| REMOVING TRAFFIC CURB | 0160 | L.F. | \$5.00 | 910.00 | \$ 4,550 |
| GRADING | | | | | |
| ROADWAY EXCAVATION INCL. HAUL | 0310 | C.Y. | \$75.00 | 77.00 | \$ 5,775 |
| STORM SEWER | | | | | |
| CATCH BASIN TYPE 1 | 3091 | EACH | \$1,300.00 | 11.00 | \$ 14,300 |
| PLAIN CONC. STORM SEWER PIPE 6" | 3391 | L.F. | \$110.00 | 88.00 | \$ 9,680 |
| CEMENT CONCRETE PAVEMENT | | | | | |
| PORTLAND CEMENT CONC. COMPLIANCE ADJUSTMENT | 5638 | CALC | \$1.00 | 0.00 | \$ - |
| REPLACE CEMENT CONCRETE PANEL | 5662 | SY | \$500.00 | 174.00 | \$ 87,000 |
| PETROMAT ASPHALT MEMBRANE | | SY | \$12.00 | 2830.00 | \$ 33,960 |
| HOT MIX ASPHALT | | | | | |
| CRACK SEALING | 5703 | LF | \$2.50 | 4072.00 | \$ 10,180 |
| REMOVING EXISTING OVERLAY FROM CONCRETE PAVEMENT | | S.Y. | \$10.00 | 2830.00 | \$ 28,300 |
| PLANING BITUMINOUS PAVEMENT | 5711 | S.Y. | \$1.50 | 43670.00 | \$ 65,505 |
| HMA CL. 1/2 IN. PG 64-28 | 5767 | TON | \$100.00 | 4730.00 | \$ 473,000 |
| JOB MIX COMPLIANCE PRICE ADJUSTMENT | 5830 | CALC | \$1.00 | 14190.00 | \$ 14,190 |
| COMPACTION PRICE ADJUSTMENT | 5835 | CALC | \$1.00 | 6713.00 | \$ 6,713 |
| ASPHALT COST PRICE ADJUSTMENT | 5837 | DOL | \$1.00 | 9101 | \$ 9,101 |
| CYCLIC DENSITY PRICE ADJUSTMENT | 6516 | CALC | \$1.00 | -1.00 | \$ (1) |
| COMMERCIAL HMA | 5875 | TON | \$150.00 | 8.0 | \$ 1,200 |
| HMA APPROACH CL. 1/2 PG 64-28 | | EACH | \$1,400.00 | 30.00 | \$ 42,000 |
| EROSION CONTROL AND ROADSIDE PLANTING | | | | | |
| ESC LEAD | 6403 | DAY | \$50.00 | 9 | \$ 450 |
| INLET PROTECTION | 6471 | EACH | \$75.00 | 40 | \$ 3,000 |
| EROSION/WATER POLLUTION CONTROL | 6490 | EST. | \$1.00 | 1000.0 | \$ 1,000 |
| TRAFFIC | | | | | |
| CEMENT CONC. TRAFFIC CURB AND GUTTER | 6700 | L.F. | \$20.00 | 50.0 | \$ 1,000 |
| PRECAST SLOPED MOUNTABLE CURB | 6840 | L.F. | \$40.00 | 170.0 | \$ 6,800 |
| PRECAST DUAL FACED SLOPED MOUNTABLE CURB | 6841 | L.F. | \$20.00 | 630.0 | \$ 12,600 |
| CEMENT CONC. PEDESTRIAN CURB | 6707 | L.F. | \$25.00 | 40.0 | \$ 1,000 |
| PLASTIC LINE | 6807 | L.F. | \$0.75 | 20150.0 | \$ 15,113 |
| PLASTIC WIDE LANE LINE | 6827 | L.F. | \$5.00 | 1260.0 | \$ 6,300 |
| PLASTIC CROSSWALK LINE | 6857 | S.F. | \$6.50 | 368.0 | \$ 2,392 |
| PLASTIC STOP LINE | 6859 | L.F. | \$7.50 | 583.0 | \$ 4,373 |
| PLASTIC TRAFFIC ARROW | 6833 | EACH | \$160.00 | 57.0 | \$ 9,120 |
| PLASTIC TRAFFIC LETTER | 6871 | EACH | \$80.00 | 8.0 | \$ 640 |
| PLASTIC BICYCLE LANE SYMBOL | 6867 | EACH | \$200.00 | 3.0 | \$ 600 |
| TEMPORARY PAVEMENT MARKING - SHORT DURATION | 6895 | L.F. | \$0.15 | 43860.0 | \$ 6,579 |
| TYPE 1 STOP LINE LOOP VEHICLE DETECTOR | | EACH | \$1,200.00 | 17.0 | \$ 20,400 |
| TYPE 2 ADVANCED LOOP VEHICLE DETECTOR | | EACH | \$600.00 | 12.0 | \$ 7,200 |
| PREFORMED LOOPS TYPE 1 | | EACH | \$3,500.00 | 2.0 | \$ 7,000 |
| TRAFFIC SIGNAL SYSTEM NO.3 | | L.S. | \$1.00 | 160000.0 | \$ 160,000 |
| CONDUIT TRENCH | | L.F. | \$20.00 | 200.0 | \$ 4,000 |
| PULL BOX | | EACH | \$3,500.00 | 1.0 | \$ 3,500 |
| PORTABLE CHANGEABLE MESSAGE SIGN | 6993 | HR | \$5.00 | 384.0 | \$ 1,920 |
| PROJECT TEMPORARY TRAFFIC CONTROL | 6971 | L.S. | \$1.00 | 59760.0 | \$ 59,760 |
| OTHER ITEMS | | | | | |
| ADA FEATURE SURVEYING | | L.S. | \$1.00 | 500.0 | \$ 500 |
| PRELIMINARY SPOTTING SURVEYING | | L.S. | \$1.00 | 15000.0 | \$ 15,000 |
| DETECTABLE WARNING SURFACE | 7054 | S.F. | \$30.00 | 36.0 | \$ 1,080 |
| CEMENT CONC. SIDEWALK | 7055 | S.Y. | \$45.00 | 11.2 | \$ 504 |
| CEMENT CONC. CURB RAMP | | S.Y. | \$180.00 | 49.5 | \$ 8,910 |
| SHORING OR EXTRA EXCAVATION CLASS B | 7008 | S.F. | \$1.00 | 343.0 | \$ 343 |
| LOWER MONUMENT CASE AND COVER | | EACH | \$175.00 | 2.0 | \$ 350 |
| ADJUST MONUMENT CASE AND COVER | 7380 | EACH | \$300.00 | 2.0 | \$ 600 |
| LOWER MANHOLE | | EACH | \$200.00 | 38.0 | \$ 7,600 |
| ADJUST MANHOLE | 3080 | EACH | \$400.00 | 38.0 | \$ 15,200 |
| LOWER VALVE BOX | | EACH | \$150.00 | 27.0 | \$ 4,050 |
| ADJUST VALVE BOX | 6243 | EACH | \$300.00 | 27.0 | \$ 8,100 |
| ROADSIDE CLEANUP | 7480 | EST. | \$1.00 | 250.0 | \$ 250 |
| REIMBURSEMENT FOR THIRD PARTY DAMAGE | 7725 | DOL | \$1.00 | 0.0 | \$ - |
| MINOR CHANGE | 7728 | DOL | \$1.00 | -1.0 | \$ (1) |
| AGGREGATE COMPLIANCE PRICE ADJUSTMENT | 7732 | CALC | \$1.00 | -1.0 | \$ (1) |
| SPCC PLAN | 7736 | L.S. | \$1.00 | 250.0 | \$ 250 |
| ITEMS TOTAL INCL. MOBILIZATION | | | | | \$ 1,306,729 |
| TOTAL TAXES | | | | | \$ - |
| SUBTOTAL WITH TAXES | | | | | \$ - |
| SUBTOTAL (ITEMS+TAXES+ALLOWANCES) | | | | | \$ 1,306,729 |
| CONSTRUCTION ENGINEERING | | | | | \$ 182,942 |
| Subtotal Incl. CE | | | | | \$ 1,489,671 |
| OVERHEAD FOR CITY WORK | | | | | \$ 164,758 |
| Project Engineering | | | | | \$ 53,000 |
| CN TOTAL | | | | | \$ 1,707,428 |

GCB 2658 Exhibit B Sheet 1 of 2



PROJECT AREA

BEGIN PROJECT
BEGIN FA# NHPP-0285(021)
SR 285 MP 0.79
STA. M 45+30

BEGIN PAVING EXCEPTION
MP 2.83

END PAVING EXCEPTION
MP 3.07

END PROJECT
END FA# NHPP-0285(021)
SR 285 MP 5.04
STA. MW 151+62

BRIDGE NO 285/025
MP 4.89 TO MP 4.92
INCLUDED IN PROJECT
WENATCHEE
CONFLUENCE
STATE
PARK

BRIDGE NO 285/020W
MP 4.36 TO MP 4.48
INCLUDED IN PROJECT

BRIDGE NO 285/020E
MP 4.36 TO 4.92
INCLUDED IN PROJECT

END M LINE
M 152+55

BEGIN MW LINE
MW 38+31

NOT TO SCALE

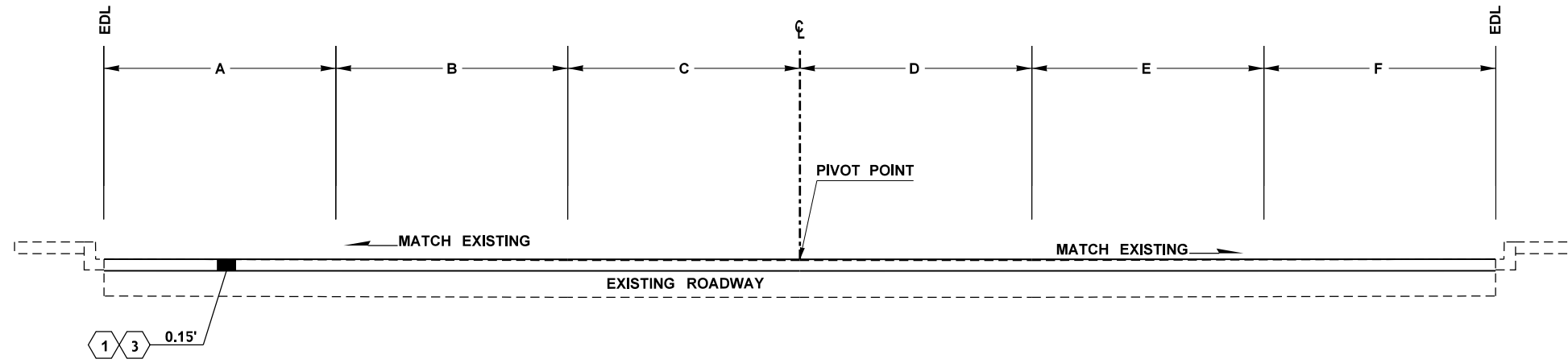
| | | | | |
|---------------|---|----|--------------|--------------|
| FILE NAME | G:\Engineering\PE301\PROJECTS\SR 285\Wenatchee Area Paving 2018\XL 5344\City of Wenatchee Agreement\XL5344_VicMap.dgn | | | |
| TIME | 11:06:30 AM | | | |
| DATE | 7/26/2017 | | | |
| PLOTTED BY | honeyce | | | |
| DESIGNED BY | E. RHODES | | | |
| ENTERED BY | J. MASON | | | |
| CHECKED BY | E. HONEYCUTT | | | |
| PROJ. ENGR. | K. WALIGORSKI | | | |
| REGIONAL ADM. | D. SARLES | | | |
| REVISION | DATE | BY | CONTRACT NO. | LOCATION NO. |
| | | | | XL 5344 |

| | | |
|----------------|----------------|------------------|
| REGION NO. | STATE | FED.AID PROJ.NO. |
| 10 | WASH | NHPP-0285(021) |
| JOB NUMBER | | |
| DATE | DATE | |
| P.E. STAMP BOX | P.E. STAMP BOX | |

Washington State
Department of Transportation

| | |
|------------------------------------|------------------------------|
| SR 285 WENATCHEE AREA PAVING | Plot 2 PLAN REF NO VM1 |
| VICINITY MAP | SHEET 2 OF SHEETS |

GCB 2658
Exhibit B
Sheet 2 of 2



ROADWAY SECTION I

| STREET | STATION | STATION | A | B | C | D | E | F |
|---------------------|----------|----------|-----|-----|-----|-----|-----|--------|
| LEWIS STREET | A 10+00 | A 12+77 | 3' | 0' | 12' | 12' | 0' | 3' |
| BENTON STREET | B 20+00 | B 24+04 | 14' | 0' | 12' | 12' | 0' | 14' |
| PEACHEY STREET EAST | C 30+00 | C 32+80 | 7' | 0' | 12' | 12' | 0' | 7' |
| PEACHEY STREET WEST | C 33+68 | C 34+23 | 7' | 0' | 12' | 12' | 0' | 7' |
| SKAGIT STREET | D 40+00 | D 42+47 | 10' | 0' | 12' | 12' | 0' | 10' |
| CHEHALIS STREET | E 50+00 | E 52+54 | 10' | 0' | 12' | 12' | 0' | 10' |
| SPOKANE STREET | F 60+00 | F 62+49 | 3' | 0' | 12' | 12' | 0' | 3' |
| THURSTON STREET | G 70+00 | G 72+50 | 12' | 0' | 12' | 12' | 0' | 12' |
| KITTITAS STREET | H 80+00 | H 82+48 | 6' | 0' | 12' | 12' | 0' | 6' |
| ORONDO STREET | I 90+00 | I 92+51 | 8' | 12' | 12' | 12' | 12' | 8' |
| PALOUSE STREET | J 100+00 | J 102+55 | 12' | 0' | 12' | 12' | 0' | 12' |
| FIRST STREET EAST | K 110+00 | K 112+36 | 11' | 0' | 12' | 12' | 0' | 11' |
| FIRST STREET WEST | K 113+13 | K 115+68 | 10' | 0' | 12' | 12' | 0' | 10' |
| SECOND STREET EAST | L 120+00 | L 122+50 | 10' | 0' | 12' | 12' | 0' | 10' |
| SECOND STREET WEST | L 123+25 | L 125+97 | 10' | 0' | 12' | 12' | 0' | 10' |
| WHITMAN WAY | N 130+00 | N 132+53 | 5' | 0' | 12' | 12' | 0' | 5' |
| FIFTH STREET EAST | O 140+00 | O 142+55 | 6' | 12' | 12' | 12' | 12' | 6' |
| FIFTH STREET WEST | O 143+36 | O 145+95 | 3' | 0' | 12' | 12' | 0' | 3' |
| SEVENTH STREET EAST | P 150+00 | P 152+41 | 8' | 0' | 12' | 12' | 0' | 8' |
| SEVENTH STREET WEST | P 153+19 | P 155+71 | 8' | 0' | 12' | 12' | 0' | 8' |
| NINTH STREET EAST | Q 160+00 | Q 162+82 | 8' | 0' | 12' | 12' | 0' | 8' |
| NINTH STREET WEST | Q 163+60 | Q 166+20 | 8' | 0' | 12' | 12' | 0' | 8' |
| WENATCHEE AVNUE | R 170+00 | R 171+96 | 4' | 12' | 12' | 12' | 12' | 4' |
| MILLER STREET | S 180+00 | S 181+50 | 8' | 0' | 12' | 12' | 0' | 8' |
| MAPLE STREET EAST | T 190+00 | T 192+95 | 2' | 0' | 12' | 12' | 12' | 2' |
| MAIDEN LANE | V 210+00 | V 213+40 | 12' | 12' | 12' | 12' | 12' | VARIES |
| HORSELAKE ROAD | W 220+00 | W 222+45 | 5' | 12' | 12' | 12' | 0' | 5' |
| DUNCAN DRIVE | X 230+00 | X 230+70 | 0' | 12' | 12' | 12' | 0' | 0' |
| PENNY ROAD EAST | Y 240+00 | Y 243+00 | 4' | 12' | 12' | 12' | 0' | 4' |
| PENNY ROAD WEST | Y 243+82 | Y 249+22 | 3' | 0' | 12' | 12' | 12' | 3' |
| EASY STREET | Z 250+00 | Z 258+85 | 3' | 0' | 12' | 12' | 12' | 3' |
| EASY STREET | Z 258+85 | Z 260+00 | 4' | 12' | 12' | 12' | 12' | 4' |

LEGEND

- ① HMA CL. 1/2 IN. PG 76-28
- ② HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 76-28
- ③ PLANING BITUMINOUS PAVEMENT
- ④ ASPHALT FOR FOG SEAL
- ⑤ CRACK SEALING
- ⑥ PAVEMENT REPAIR EXCAVATION INCL. HAUL

EDL = EDGE OF DRIVING LANE

NOTES:

1. SEE SHEETS PML1 - PML10 FOR PAVING AND PLANING LIMITS.
2. SEE SPECIAL PROVISION "BEVELED EDGE PLANING".
3. ALL DEPTHS ARE COMPACTED DEPTHS.

NOT TO SCALE

| | | | | | | | | | |
|--|-------------------------|------------------|------|------------------|--|------------------------|------------------------|---|---------------------------|
| FILE NAME G:\Engineering\PE301\PROJECTS\SR 285\Wenatchee Area Paving 2018\XL 5344\ContractPlans\XL5344_PS_RS.dgn | | REGION NO. STATE | | FED.AID PROJ.NO. | | | | SR285 WENATCHEE AREA PAVING ROADWAY SECTIONS | Plot 5 |
| TIME 2:57:44 PM | DATE 7/25/2017 | 10 | WASH | NHPP-0285(021) | | | | | PLAN REF NO RS5 |
| PLOTTED BY honeyce | DESIGNED BY E. RHODES | JOB NUMBER | | LOCATION NO. | | DATE P.E. STAMP BOX | DATE P.E. STAMP BOX | SHEET OF SHEETS | |
| ENTERED BY J. MASON | CHECKED BY E. HONEYCUTT | CONTRACT NO. | | XL 5344 | | | | | |
| PROJ. ENGR. K. WALIGORSKI | REGIONAL ADM. D. SARLES | REVISION | DATE | BY | | | | | |

GCB 2658 Exhibit C Sheet 1 of 1

Honeycutt, Emma

From: Jennifer Saugen <JSaugen@WenatcheeWA.Gov>
Sent: Tuesday, October 10, 2017 2:38 PM
To: Mahre, Paul
Cc: Sarles, Dan (NCR); Honeycutt, Emma; Gary Owen
Subject: GCB 2685: SR285 Wenatchee Area Paving and ADA Compliance

Hello Paul,

RE: GCB 2685, SR 285 Wenatchee Area Paving and ADA Compliance

Per our discussion this morning, the City of Wenatchee agrees to reimburse WSDOT in the amount of \$53,000, lump sum, for the work done on the above referenced project after June 1st, 2017.

Please let myself or Gary know if you have any questions.

Thank you,

Jennifer Saugen, PE
Assistant City Engineer
Public Works Department



1350 McKittrick St • Wenatchee, WA 98801
Telephone: (509) 888-3213 • Fax: (509) 888-3201
Email: jsaugen@wenatcheewa.gov Web: www.wenatcheewa.gov

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

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



SUBJECT: Skyline Reservoir Transmission Line Replacement - Project No. 1704

DATE: October 20, 2017

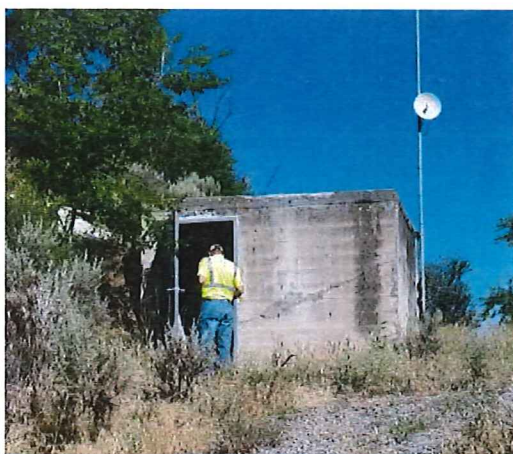
MEETING DATE: October 26, 2017

I. OVERVIEW

The existing Skyline reservoir was constructed in 1952. It is an approximately one million gallon, buried concrete tank located west of Appleland Drive and Red Apple Road adjacent to 1435 Skyline Drive in southwest Wenatchee. The reservoir provides water to the upper pressure zone of the City's water distribution system through a single, 14 / 16 inch steel transmission main which is tied directly into the distribution network at Appleland.



From Appleland, the transmission line alignment proceeds west through Skyline Drive, across a private driveway, up a steep embankment to the reservoir. The pipe passes through a small, CMU block structure which houses the altitude valve along with a small recirculation pump, and serves as a mounting point for the antenna which broadcasts telemetry to the Regional Water SCADA system.



The structure is cracked in multiple places. The inside of the structure has a dirt floor with poor access conditions due to a grade separation. Additional valve hardware is present in an external, substandard vault adjacent to the structure. The 16 inch pipe between the valve vault and the reservoir has experienced failure in the past due to corrosion and its condition is suspect. The full extent of the corrosion is currently unknown. A separate project to evaluate the internal reservoir condition is currently programmed.

Replacement of the transmission line was identified as a needed system improvement in the 2012 Water System Comprehensive Plan to be constructed in FY 2018. The pipe network west of Appleland, including the structure, vault, and valving will be replaced in its entirety. The

option to re-route the transmission line from beneath the private driveway into the Skyline right-of-way will be considered as part of the design analysis.

City staff issued a Request for Qualifications in September 2017. Selection criteria included qualifications of key personnel, ability to complete project on time and within established budget, experience with potable water systems 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. Six submittals were received and, upon completion of a selection matrix, it was determined that BHC Consultants was the best qualified firm to perform engineering services for this project.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to negotiate with BHC Consultants for design services for the Skyline Reservoir Transmission Line Replacement (Project No. 1704) and further authorize the Mayor to sign a contract on behalf of the City.

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 | \$50,500 |
| Construction Contract | \$303,000 |
| Construction Engineering | \$12,000 |
| Art Fund | \$3,000 |
| Totals | \$368,500 |

IV. PROPOSED PROJECT SCHEDULE

Report preparation and design duration is anticipated to be four to five months. Construction is anticipated for the 3rd 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

TO: Frank Kuntz, Mayor
City Council

FROM: Matt Leonard, PW Director

SUBJECT: Wenatchee Reclamation Agreements – Hale Park Irrigation

DATE: October 20, 2017

MEETING DATE: October 26, 2017

I. OVERVIEW

The City's new Hale Park improvements include irrigation water provided by the Wenatchee Reclamation District. The subject agreements are necessary to ensure uninterrupted irrigation services to the park and to memorialize operating procedures for having joint facilities within the area of the park and Wenatchee Reclamation District rights of way.

II. ACTION REQUESTED

Staff recommends that the City Council approve the Utility Crossing and Water Lease Agreements with the Wenatchee Reclamation District, and authorize the Mayor's signature.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

The Utility Crossing Agreement has no fiscal impact to City operations; the Water Lease Agreement provides the mechanism for the City to reimburse the Wenatchee Reclamation District for 4.0 shares of irrigation water, which will be included in the annual operations cost for Hale Park.

IV. PROPOSED PROJECT SCHEDULE

Physical work is complete

V. REFERENCE(S)

1. Utility Crossing Agreement and Water Lease Agreement, Wenatchee Reclamation District

VI. ADMINISTRATIVE ROUTING

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

Return Address:

Wenatchee Reclamation District
514 Easy Street
Wenatchee, WA 98801

AGREEMENT – UTILITY CROSSING – CITY OF WENATCHEE

Grantor: Wenatchee Reclamation District, a Washington irrigation district

Grantee: City of Wenatchee, a Washington municipal corporation

Legal Description (abbreviated): Ptn. Sec. 11, T. 22, R. 20, E.W.M., Chelan County, Washington. Additional legal on page 1.

Assessor's Tax Parcel ID#: N/A

Parties and Properties

1.1 District. WENATCHEE RECLAMATION DISTRICT, a Washington irrigation district ("District"), is the owner of the pipelines.

1.2 City. CITY OF WENATCHEE a Washington municipal corporation ("City"), is constructing a park at the western terminus of the District's Columbia River Bridge.

1.3 Crossing. The City plans to cross the District's right of way with a utility crossing in which it will locate three 20 foot in length, 4 inch diameter PVC casings in which will be placed five carriers: in one casing, three 1 inch diameter conduit (power) carriers; in the second casing, one 1¼ inch diameter PVC (irrigation) carrier; and in the third casing, one 2 inch diameter Poly (water) carrier, all as depicted in "Exhibit A" attached. The City's construction of the utility crossing shall include gravel backfill for pipe zone bedding, pipe zone backfill and trench backfill.

Agreement

2.1 Works. The utility crossing, and all components, work, and activities associated with the utility crossing are collectively referred to as the "Works".

2.2 Consideration. For good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the performance of the covenants, terms and conditions hereinafter set forth, the District hereby grants, conveys, and quitclaims to the City a nonexclusive perpetual right of way across the District's property located in the County of Chelan, State of Washington, the location of which is depicted in Exhibit "A" which is attached hereto and by this reference made a part hereof, for the purpose of locating, utilizing, maintaining and repairing the utility crossing, together with the nonexclusive right across the above described property for the foregoing purposes.

2.3 Terms. The terms "easement" and "easement area" in this instrument refer to the right-of-way on the property depicted in Exhibit "A".

2.4 Grant. The rights under this agreement are subject to and conditioned upon the following terms, conditions and covenants which the City hereby promises to faithfully and fully observe and perform.

2.5 Costs of Construction and Maintenance. The City shall bear and promptly pay all costs of locating, constructing, utilizing, maintaining, repairing and removing the Works.

2.6 Specification. The City shall, in locating, constructing, utilizing, maintaining, repairing and removing the Works, act in accordance with sound engineering practices and shall comply with all applicable codes, regulations, and standards.

2.7 Compliance With Laws and Rules. The City shall at all times exercise its rights herein in accordance with the requirements (as from time to time amended) and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

2.8 Approval of Plans. Prior to any locating, constructing, utilizing, maintaining, repairing, and removing of any part of the Works or any other substantial activity by the City on or in the vicinity of the District's property, the City shall submit to the District a written notification with plans for the same and no work shall be commenced without the District's prior written approval of the plans therefore, which approval shall not be unreasonably withheld. Any

changes or revisions in the plans approved by the District shall also be subject to the District's prior written approval. PROVIDED HOWEVER, that in the event of an emergency requiring immediate action by the City for the protection of its Works or other persons or property, the City may take such action upon such notice to the District as is reasonable under the circumstances. Nothing in this Agreement shall be deemed to impose any duty or obligation on the District to determine the adequacy or sufficiency of plans and designs, or to ascertain whether the City's construction is in conformance with the plans and specifications approved by the District.

2.9 As-Built Drawings. Upon the District's request, the City shall promptly provide the District with as-built drawings accurately showing the location and configuration of the Works on the District's property.

2.10 Coordination of Activities. The City shall coordinate with the Superintendent of the District the dates of any construction or other activities on or in the vicinity of the District's property that may in any way affect or impact the District's operation of or activities related to its pipelines. The City shall provide the superintendent with at least five (5) business days prior written notice of its intent to enter upon the District's property to commence any such activity; PROVIDED, HOWEVER, that in the event of any emergency requiring immediate action by the City for the protection of its Works or other persons or property, the City may take such action upon such notice to the District as is reasonable under the circumstances.

2.11 Changes and Repairs to the District's Facilities. The City shall promptly pay to the District the cost of any alteration, construction, restoration, and other changes or repairs to the District's pipeline and related facilities which the District shall reasonably deem necessary by reason of the Works or any activities relating to or associated with the Works.

2.12 Work Standards. All work to be performed by the City in conjunction with the Works herein shall be in accordance with the plans submitted to and accepted by the District and shall be completed in a careful and workmanlike manner to the District's reasonable satisfaction. Upon completion of any construction of the Works and upon completion of any other

work performed by the City on or in the vicinity of the District's property, the City shall remove all debris and restore the District's property as nearly as possible to the condition in which it was at the commencement of the project.

2.13 Restrictions on Access. The City shall exercise its rights hereunder in accordance with such reasonable rules as the District may from time to time specify.

2.14 City Use and Activities. The City shall exercise its rights under this Agreement so as to avoid interference with the District's use of its pipelines, facilities and property. The City shall at all times conduct its activities on the District's property so as not to interfere with, obstruct or endanger the District's operations or facilities.

2.15 Interference With the District's Future Facilities. In the event the District desires to construct facilities relating to the District's operation on or in the vicinity of the Works described herein, and the location or existence of the Works substantially interferes with such proposed facilities or connection thereof, or makes construction of facilities more expensive, the City shall have the obligation to either, in the District's sole discretion, modify the Works so as to eliminate such interference or expenses or reimburse the District for its added cost of design, construction, installation and/or acquisition of other property.

2.16 Third Party Rights. The District reserves the right with respect to its property, including, without limitation, rights for easements, licenses, and permits to others subject to the rights granted in this Agreement.

2.17 Indemnity. The City shall defend, indemnify, and hold harmless the District and its agents and employees from and against any and all suits, actions, administrative proceedings, claims demands, penalties, fines and expenses of whatsoever kind or character, including, but not limited to, attorney fees, whether for bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, arising out of or in any manner caused or occasioned by any act, error, omission, fault, or negligence of the City or any person or entity employed by or acting on its behalf, including, but not limited to, subcontractors,

its subcontractors and the employees and agents of any of the foregoing, incident to this Agreement, unless otherwise specifically provided in this section. For suits, actions administrative proceedings, claims, demands, penalties, fines and expenses caused by or resulting from the concurrent negligence of the District or the District's agents or employees and the City or its agents or employees, or any person or entity retained by or acting on the City's behalf, including but not limited to contractors, their subcontractors and/or the employees or agents of the foregoing, in situations where liability for damages arises from claims of bodily injury to persons or damage to property, the preceding indemnity provision shall be valid and enforceable only to the extent of the negligence of the City or its agents or employees or any person or entity retained by or acting on the City's behalf, including but not limited to contractors, their subcontractors and/or employees or agents of the foregoing. The City acknowledges that by entering into this Agreement with the District, it has mutually negotiated the above indemnity provision with the District.

2.18 Title. The rights granted herein are subject to permits, leases, licenses and easements, if any, previously granted by the District affecting the property described herein. The District shall not be liable for any defects or encumbrances created thereby or otherwise.

2.19 Assignment. The City shall not assign its rights hereunder without the prior written consent of the District which consent shall not be unreasonably withheld. No assignment of the privileges and benefits occurring to the City herein and no assignment of the obligations or liability of the City herein, whether by operation of law or otherwise, shall relieve the City of the obligation or liabilities as set forth herein without the prior written approval of the District.

2.20 Successors. Subject to the preceding paragraph, the rights and obligations of the parties shall inure to the benefit of and be binding upon its respective successors and assigns.

2.21 Entire Agreement. This Agreement constitutes the entire Agreement between the parties. Any understandings or representations of any kind preceding the date of this Agreement shall not be binding on the party except the extent incorporated herein.

“DISTRICT”

WENATCHEE RECLAMATION DISTRICT
A Washington Irrigation District

By _____
Printed Name _____
Title _____
Date _____

“WENATCHEE”

CITY OF WENATCHEE
A Washington Municipal Corporation

By _____
Printed Name _____
Title _____
Date _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CHELAN)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the WENATCHEE RECLAMATION DISTRICT, a Washington irrigation district, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2017.

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

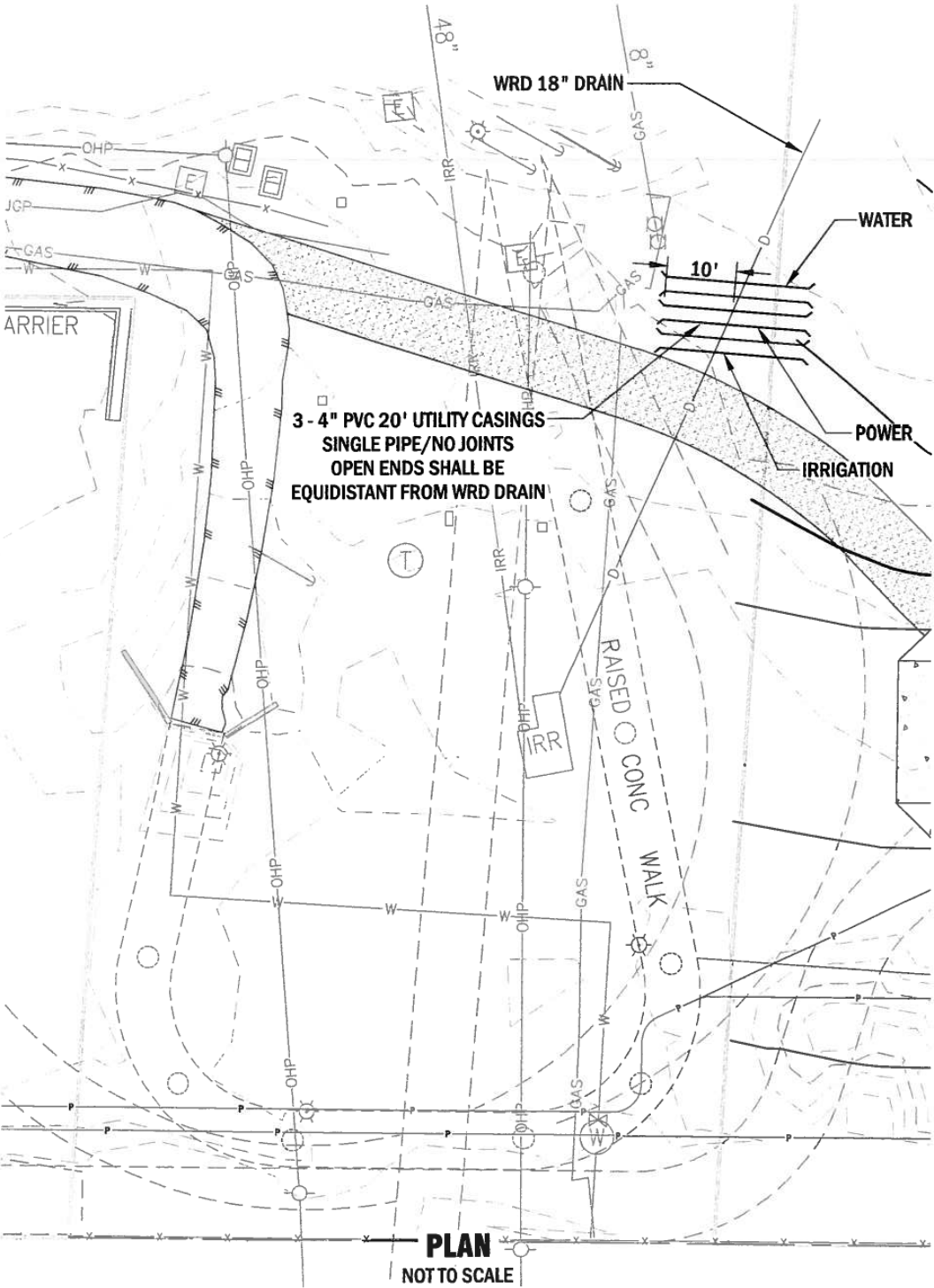
STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

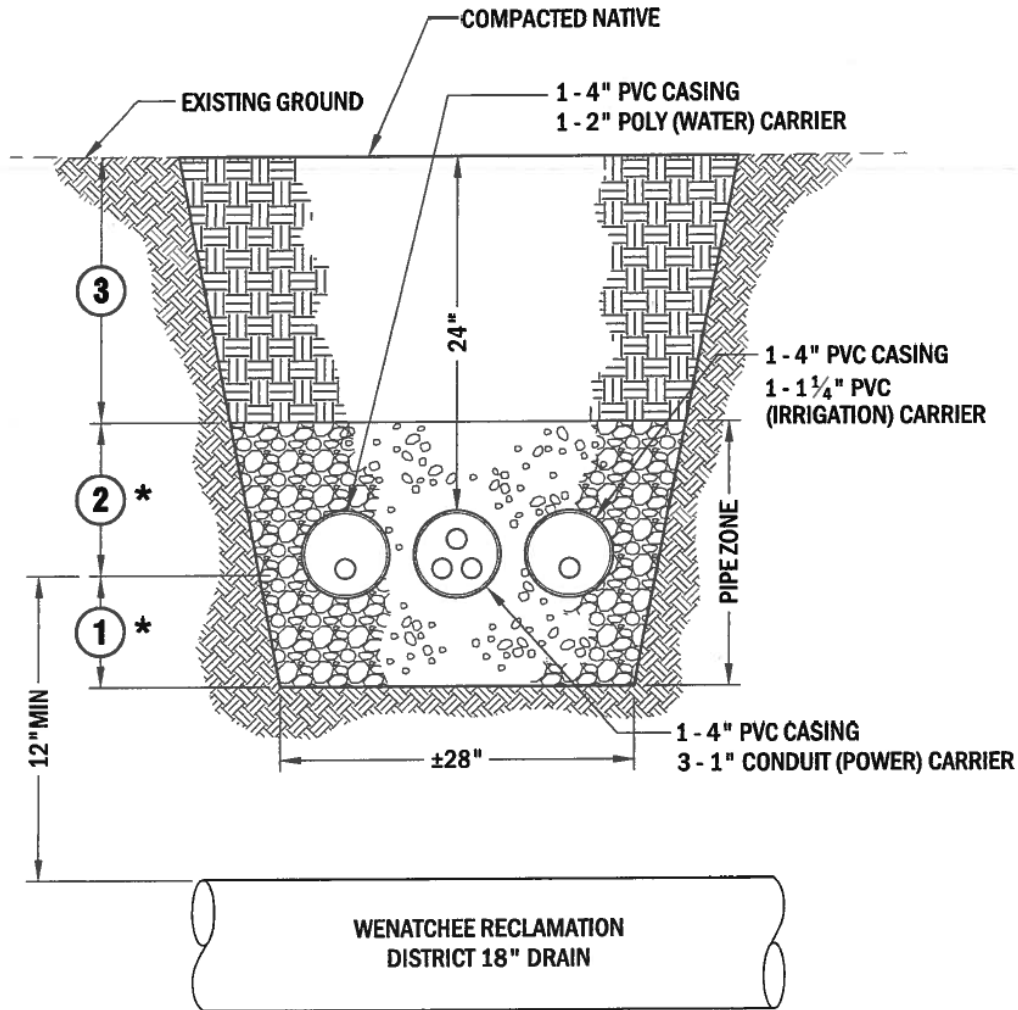
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF WENATCHEE, a Washington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

Dated this _____ day of _____, 2017.

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

Exhibit "A"





EACH CASING IS A SINGLE 20' PVC PIPE
CENTERED ON WRD 18" DRAIN

- ① GRAVEL BACKFILL FOR PIPE ZONE BEDDING 9-03.12(3)
 - ② PIPE ZONE BACKFILL 9-03.19
 - ③ TRENCH BACKFILL 9-03.15 OR 9-03.19
- * DEPTH PER WSDOT STD PLAN B-55.20-00

CASING TRENCH SECTION

NOT TO SCALE

AGREEMENT
(LEASE WATER)

City of Wenatchee ("Lessee"), and WENATCHEE RECLAMATION DISTRICT, an irrigation district organized under the laws of the State of Washington (the "District") enter into this lease agreement this _____ day of _____, _____.

1. Property, Lessee owns the following described real property situated in Chelan County, Washington ("Property"):

Parcel A

Lots 6, 7, 8, 9, 10, 11, 12, and 13, Block 5, Amended Plat of Blocks 3, 4, and 5, Manufacturers' Addition to Wenatchee, Chelan County, Washington, according to the plat thereof recorded in Volume 2 of Plats, Page 60, records of said county, and also that part of Lot 14 in Aforesaid Block 5 and of Lot 1, Block 9, Second Division of Manufacturers' Addition to Wenatchee, Chelan County, Washington, according to the plat thereof, recorded in Volume 2 of Plats, Page 59 records of said county, described as follows:

Beginning at the most Westerly corner of said Lot 14, and run thence Southeasterly to a point midway between said corner and the most Southerly corner of said Lot 1; thence run Northeasterly parallel with the Northerly line of said Lot 14 to a point on the Easterly line of said Lot 14; thence run Northwesterly to the most Northerly corner of said Lot 14; thence run Southwesterly along the aforesaid Northerly line of said Lot 14 to the place of beginning.

Also that portion of said Lot 14, Block 5 of said Amended Manufacturers' Addition to Wenatchee, Chelan County, Washington, lying South of the South line of Lot 1, Block 9 of said Second Division to Manufacturers' Addition to Wenatchee extended Easterly.

Parcel B

Lot 3, Block 9, Second Division of Manufacturers' Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in volume 2 of Plats, page 59.

Parcel C

Lots 1 thru 9, inclusive Block 10, and Block 11, Second Division of Manufacturers' Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in volume 2 of Plats, page 59.

Together with those portions of vacated Wharf Street and Vacated Ferry Street Vacated June 12, 1955, and March 1, 1962, under order of Vacation #1453 and #1714, respectively, Board of City Commission, Wenatchee, Washington,

Except that portion thereof said Block 11 conveyed to Puget Sound Power & Light Company by instrument recorded January 4, 1932, under auditor's No. 217258.

Parcel D

All of Lot 2 and that portion of Lot 1, Block 9, Second Division of Manufacturers' Addition to Wenatchee, according to the Plat thereof, recorded in volume 2 of Plats, Page 59, and of Lot 14, Block 5, amended Plat of Block 3, 4, and 5, Manufacturers' Addition to Wenatchee, according to the Plat thereof recorded in volume 2 of Plats, page 60, lying Southeasterly of a line beginning at a point midway between the most Westerly corner of said Lot 14 and the most Southerly corner of said Lot 1, and running Northeasterly parallel to the Northwesterly line of said Lot 14, and Northwesterly of the Southeasterly line of said Lot 1, and said Southeasterly line of said

Lot 1, extended Northeasterly across said Lot 14.

Parcel E

Lots 4, 5, 6, 7, 8, 9, and 10, Block 9 Second Division to Manufacturers' Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in volume 2 of Plats, Page 59.

Sec. 11 Twp. 22 Range 20

Parcel Numbers: 22 20 11 693 040, 22 20 11 694 020, 22 20 11 694 065, 22 20 11 694 015 and 22 20 11 694 045

The Property consists of approximately 4.97 acres and is inside/outside the District's boundaries and within the District's service area.

2. Lease of Water. As authorized by RCW 87.03.115 and subject to all terms of this Agreement, Lessee hereby leases from the District 4.00 shares of water ("Shares") from the District's irrigation water system for the purpose of irrigating the Property. Lessee agrees that for the term of this lease, the Shares shall remain appurtenant to the Property and shall be used on no other property. This lease shall commence on the date above stated, and shall continue until terminated as herein provided.

3. Obligations. Subject to all terms and conditions of this Agreement, Lessee shall be entitled to lease the Shares. Lessee shall pay annually, in advance, within thirty calendar days of being billed by the District, the District's billing for the right to lease the Shares. The District will annually set the per Share lease rate. This rate shall be no less than the total annual assessment/rates, tolls and charges for District purposes on the above stated number of acres of land within the District (it being the intent of this Agreement that Lessee shall pay annually for the use of each leased share, no less than the total sum per acre that the owner of one acre of land within the District is required to pay annually for the right to use water for the irrigation of one acre). In addition to constituting an individual obligation of Lessee, the annual charge and all amounts provided for herein to be paid by Lessee shall be a lien on the Property. In case of default in any payment after it becomes due, the District, in addition to enforcing the lien hereby given for the right to lease water, shall have the right, without any notice, to refuse, and may at its option refuse to furnish water to Lessee until Lessee has paid in full all charges and arrearages together with attorney fees and interest. In case of any action to collect charges and/or arrearages or to enforce the District's lien, venue of that action shall be exclusively in a court of competent jurisdiction in the county in which the Property is located, and Lessee agrees to pay any attorney fees that the District incurs in collecting or enforcing the lien. Lessee's payment of all charges and complete compliance with all terms and provisions of this Agreement shall be a condition precedent to the right of Lessee to lease and use the water, and in case Lessee does not timely pay all charges or Lessee does not fully comply with all terms and provisions of this Agreement, this lease shall, at the District's option, terminate, without notice, and the District shall have no obligation to deliver water, and it shall have no liability for any damages of any nature whatsoever occasioned by such non-delivery of water.

4. Compliance With Laws and Rules. In its exercise of its rights under this lease agreement, Lessee shall at all times conduct its activities in strict compliance with all terms and conditions of this lease agreement, with all rules, regulations and requirements (as from time to time amended) of the District, and with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

5. Delivery of Water. The delivery of water shall be at the bank of the canal of the District where the District maintains a suitable measuring device, which device shall remain the property of the District. The measuring device will be maintained at that point that the District in its sole discretion deems appropriate. Lessee shall convey the water from that point at its own sole risk, cost, and expense.

6. Easements. In consideration of this lease agreement, Lessee hereby grants, bargains, sells and conveys to the District, its successors or assigns, permanent rights of way for the construction and maintenance of all ditches/pipelines of the District, its successors or assigns, on, over, across and through the Property, with the right and permission to enter the Property for construction, repair, and maintenance of all District ditches/pipelines that the District, in its sole discretion, deems necessary. The right to permanent rights-of-way for and the rights to construct, repair, and maintain private pipelines shall extend to the owners of other lands receiving water from the District.

7. Rights Personal to Lessee/Availability of Water/Cessation. This lease agreement and the rights and obligations that it contains are personal to Lessee and if Lessee in any manner sells, conveys, leases or rents, all or a portion of the Property, the right to lease the Shares, described herein, shall automatically, without notice, cease. The water herein leased is furnished only on an as available basis. The District, in its sole discretion, on 180 days written notice to Lessee, may cease delivery of the Shares and require Lessee to cease using the Shares at any time at which the District determines that the best interests of the District require this. The District shall have no liability of any nature whatsoever for such cessation. However, from the effective date of the District's written notice forward, Lessee shall have no further obligation to pay the annual charge.

8. Default. In the event that Lessee breaches or fails to perform or observe any of the terms or conditions herein, the District may terminate Lessee's rights under this Agreement in addition to and not in limitation to any other remedy of the District at law or in equity. The failure of the District to exercise such right at any time shall not waive the District's right to terminate for any future breach or default.

9. Continuing Obligation. The termination of this lease agreement for any reason whatsoever shall not release Lessee from any liability or obligation for any matter occurring prior to such termination. Lessee acknowledges that in the event of nonpayment of any District billings, charges, and/or assessments during the term of this lease agreement, the District hereby reserves all rights to the Property for all amounts payable under the terms of this lease agreement, and the parties acknowledge that the lands shall continue to be subject to the District's lien for billings, charges and/or assessments on account of the water hereby leased.

10. Indemnity. Lessee shall defend, indemnify, and hold harmless the District, its directors, officers, employees of all claims, including but not limited to claims for damages to personal and/or real property and bodily injury, resulting from its lease of water as herein provided. Lessee acknowledges and agrees that the District shall have no liability other than that expressly listed within this Agreement.

11. Limitation. The District shall under no circumstances be in any manner liable: (1) for any non-delivery or reduction in delivery of water that results from a determination by any federal, state, or local authority that the District, for any reason, is precluded from providing to Lessee the water that is the subject of this Agreement or (2) for any scarcity of water caused by unlawful obstruction, hostile diversion, forcible entry, unusually cold weather, drought, flood, accident, damage to or failure of the District's irrigation water delivery facilities or other causes beyond the District's control. The District will shut off the water each Fall at the close of the irrigation season, and may shut off the water for the purpose of special repairs, and at such other times as necessity may require, but during the irrigation season it will use best efforts to restore water into the canal as speedily as the nature of the case will permit.

12. Entire Agreement. This lease agreement constitutes the entire agreement between the parties relating to the lease of Shares. Any understandings or representations of any kind preceding the date of this lease agreement shall not be binding on any party except to the extent incorporated herein. If any

provision of this lease agreement is determined to conflict with applicable law, that provision shall be inoperative only to the extent that it conflicts with law, but the rest of this lease agreement shall remain in full force and effect.

"LESSEE"

By _____
Printed Name _____
Title _____

"DISTRICT"

WENATCHEE RECLAMATION DISTRICT

By _____ President
By _____ Secretary/Manager

STATE OF WASHINGTON)
) ss
COUNTY OF CHELAN)

I certify that I know or have satisfactory evidence that _____ and _____ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary/Manager, respectively, of the WENATCHEE RECLAMATION DISTRICT, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

NOTARY PUBLIC, State of Washington

Printed Name: _____
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF CHELAN)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the _____ of the _____ to be the free and voluntary act of such party for the used and purposed mentioned in the instrument.

Dated this _____ day of _____, _____.

NOTARY PUBLIC, State of Washington

Printed Name: _____
Residing at: _____
My appointment expires: _____

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Matt Leonard, Public Works Director

SUBJECT: Convention Center Roofing, Project #1609B
Final Acceptance

DATE: October 23, 2017

MEETING DATE: October 26, 2017

I. OVERVIEW

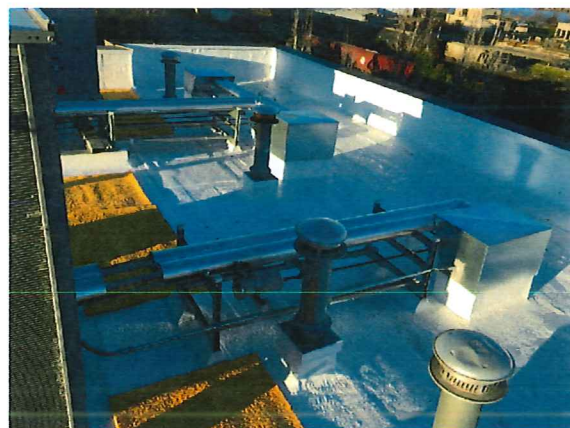
This project installed a new silicone coating over the existing membrane roofing system on Wenatchee Convention Center located at 121 North Wenatchee Avenue. This project included a 15-year manufacturer's warranty.

The contract was awarded to Fluid Applied Roofing, LLC in the amount of \$120,053.00. The final cost was \$119,700.70.

Before Pictures



After Pictures



**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

II. ACTION REQUESTED

Staff recommends the Council accept the work performed by the contractor Fluid Applied Roofing, LLC. on Convention Center Roofing Project #1609B and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.

V. REFERENCE(S)

1. Final Contract Voucher Certificate

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Brad Posenjak, Finance Director
Racheal Evans, Contracts Coordinator

Agenda Report 2017-41



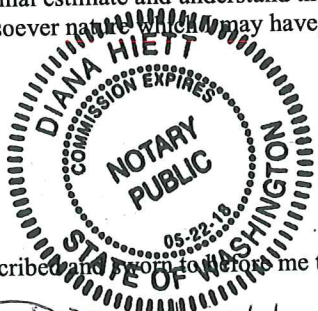
**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

| | | | |
|--|----------------------------|-------------------------------|----------------|
| Contractor Fluid Applied Roofing, Inc | | | |
| Street Address 11509 W 21 st AVE # 100 | | | |
| City Airport Heights | State WA | Zip 99001 | Date |
| City Project Number 1609B | Federal-Aid Project Number | | Highway Number |
| Job Title Convention Center Facility Roofing | | | |
| Date Work Physically Completed 07/20/17 | | Final Amount \$ 119,700.70 | |

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 may have, arising out of the performance of said contract, which are not set forth in said estimate.



[Signature]
Contractor Authorized Signature Required
Kraig Barnes
Type Signature Name

Subscribed and sworn to before me this 11th day of October 2017

X Diana Hielt Notary Public in and for the State of Washington,
residing at Spokane, 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

COUNCIL AGENDA REPORT
City of Wenatchee



TO: Frank Kuntz, Mayor
City Council

FROM: Steve King, Economic Development Director
Steve Smith, City Attorney

SUBJECT: Purchase and Sale Agreement – Mission/Kittitas Parking Lot

DATE: October 23, 2017

MEETING DATE: October 26, 2017

I. OVERVIEW

The City Council declared the Mission and Kittitas Parking lot surplus on by passing resolution 2017-39 on August 10, 2017. A public hearing was held at that time as well. The City Council intends to surplus this parking lot for the purposes of developing housing in downtown. The lack of market rate housing is at a crisis level in the region and thus this is one way the city can help encourage housing. Creating housing opportunities in downtown has also been a goal of the city for a number of years as identified in the City's Comprehensive Plan as well as the Downtown Subarea Plan.



Additional details and background regarding the parking lot is provided in the attached agenda report for resolution 2017-39.

The City has been approached by Weidner Apartment Homes in an effort to find property for additional housing units. Weidner Apartment Homes is interested in constructing podium style apartments (approximately 170 units) on this property and thus has made an offer at the appraised value of \$418,000 to purchase this property from the City of Wenatchee. A Real Estate Purchase and Sale Agreement will be provided at the Council meeting. The purchase and sale agreement includes the following several key elements.

- The due diligence period is 180 days given the need to perform detailed analysis on whether or not this project pencils. This period may also be used to develop a public private partnership for mutual benefit.
- The agreement also specifies that the parking lot will be available for use until construction begins.
- Finally, the agreement specifies that apartment construction will begin within 30 months of closing.

COUNCIL AGENDA REPORT
City of Wenatchee



II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to sign a real estate purchase and sale agreement with Weidner Apartment Homes for sale of property known as the Mission and Kittitas parking lot.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

The fiscal impact of this action is a proceeds in the amount of \$418,000 less closing costs. It is noted that a public private partnership may be developed in which the city would invest funding for public infrastructure to support the viability and affordability of the project.

IV. PROPOSED PROJECT SCHEDULE

If all goes well, closing would occur in 6 months with construction of housing units within 36 months.

V. REFERENCE(S)

1. Resolution 2017-39 and Council Agenda Report
2. Real Estate Purchase and Sale Agreement to be provided at the Council Meeting.

VI. ADMINISTRATIVE ROUTING

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

TO: Frank Kuntz, Mayor
City Council

FROM: Steve King, Economic Development Director

SUBJECT: Kittitas Property Surplus

DATE: August 6, 2017

MEETING DATE: August 10, 2017

I. OVERVIEW

The City of Wenatchee desires to take actions to stimulate the vitality of downtown. One key component of vibrant downtowns is the presence of residential units which is largely missing in Wenatchee's downtown. Currently, estimates from US Census approximate 400 units in downtown more or less. The objective of the city is to see the addition of approximately 500 to 750 more units in the downtown core. Approximately, 100 additional units may be obtained through redevelopment of existing vacant upstairs. This will take considerable time given the challenges of repurposing existing historic buildings and given property owner timing. As a result, new residential buildings will need to be developed.

The city developed parking policies in 1963 response to the expansion of malls to grow parking capacity in the downtown. These policies encouraged creation of surface parking lots realizing that it would require removal of a number of existing buildings. The goals of these policies were carried out over time. The recent parking study completed this spring concluded that there are over 7,000 parking stalls in downtown and only slightly over 50% of the stalls are used during peak hour usage. Furthermore, just over 30% of the stalls are used during peak hour on Saturday. While there are some hot spot parking area on Wenatchee Avenue, these counts indicate an over parking supply in the greater downtown area and validate the need to for improving downtown vitality with the objective to achieve an 85% usage rate. The study illustrated parking in the area of the Firestone lot is underutilized providing opportunities to better utilize street parking. The parking study also noted that with 216 parking lots, Wenatchee has an abnormally high amount of surface parking. The study noted that parking management along with a implementation of a number of other strategies is recommended.

Given these factors, the city would like to consider sale of the existing Kittitas parking lot, commonly referred to as the Firestone Parking Lot. The sale of this property would be for the construction of approximately 170 market rate housing units above two stories of parking. Prior to entering into a development and/or sale agreement, the city must first declare the property surplus to its needs. Note, that the surplus of this property is based on an outcome of having approximately 170 units constructed in the downtown core. This property will not be sold for other uses.

For informational purposes, the city purchased this property in 1974 for the purposes of a parking lot for \$57,750. The lot currently has 109 parking spaces. During that time a Parking and Business Improvement District (PBIA) was formed to support parking maintenance and promotion of a parking validation program, a maintenance and beautification program, and the purchase of Christmas decorations. Staff cannot confirm that PBIA funds were used to purchase this property.



The sale of this property was brought forward to the parking committee who was involved in the development of the parking study on July 31st. Concerns were raised about the loss of parking in South Wenatchee including that a number of buildings are vacant and that when those buildings are filled again, parking demands will increase. Staff recommends implementing strategies identified in the parking study to ensure that existing available parking spaces are utilized to help businesses in the area. A public hearing is scheduled to listen to additional comments on August 10th at this council meeting prior to this action.

Staff recommends passing this resolution to allow further investigation of the feasibility of development of units which will require an agreement with a prospective purchaser.

II. ACTION REQUESTED

1. Conduct a Public Hearing?
2. *Staff recommends the City Council pass Resolution No. 2017-39 declaring real property, commonly referred to as the Kittitas Parking Lot, surplus to the needs of the City of Wenatchee.*

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

This action does not have a 2017 budget impact.

IV. PROPOSED PROJECT SCHEDULE

Surplus will enable the city to consider sale of this property for housing this late summer and fall.

V. REFERENCE(S)

1. Resolution 2017-39

VI. ADMINISTRATIVE ROUTING

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

RESOLUTION NO. 2017-39

A RESOLUTION, declaring certain real property surplus to the needs of the City of Wenatchee.

WHEREAS, the City of Wenatchee owns the real property commonly known as the Firestone Parking Lot on South Mission Street, Wenatchee, Washington, more particularly described as follows:

Lots 19 through 25, Block 29, Amended Great Northern Plat of Wenatchee, Chelan County, Washington, according to the plat thereof recorded in Volume 1 of Plats, page 15.

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

WHEREAS, the City of Wenatchee has the statutory authority to dispose of said real property under RCW 35A.11.010; and

WHEREAS, a duly advertised public hearing as required by RCW 39.33.020 was held on July 27, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, as follows: The real property known as the Firestone Parking Lot on South Mission Street, Wenatchee, Washington, Wenatchee, Washington, and legally described as follows, is declared surplus to the needs of the City of Wenatchee:

Lots 19 through 25, Block 29, Amended Great Northern Plat of Wenatchee, Chelan County, Washington, according to the plat thereof recorded in Volume 1 of Plats, page 15.

**PASSED BY THE CITY COUNCIL OF THE CITY OF
WENATCHEE** at a regular meeting thereof this 10th day of August, 2017.

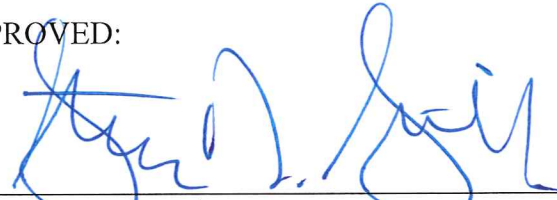
CITY OF WENATCHEE, a Municipal
Corporation

By  _____
FRANK KUNTZ, Mayor

ATTEST:

By  _____
TAMMY L. STANGER
City Clerk

APPROVED:

By  _____
STEVE D. SMITH, City Attorney

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Resolution 2017-54

DATE: October 23, 2017

The City of Wenatchee's Tourism Promotion Area Board had an open position for a hotel. At their October 18th meeting, they did not have a quorum for this item but they did consider the application of Jason Grover, General Manager of the Holiday Inn Express, and asked staff to forward the application to City Council for consideration. Jason would be welcomed as a member. His application follows. This is an open three year term ending December 31, 2018.

Action Requested: City Council motion to approve Resolution 2017-54 appointing Jason Grover to an open three year term on the City's Tourism Promotion Area Board ending December 31, 2018.

RESOLUTION NO. 2017-54

A RESOLUTION, appointing a voting representative to the Tourism Promotion Area Board to fill an unexpired term ending December 31, 2018.

WHEREAS, Jason R. Grover has expressed interest in being appointed to the Tourism Promotion Area Board.

WHEREAS, the Tourism Promotion Area Board interviewed and recommends Jason R. Grover to fill the current vacancy on the Board.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following appointment on the Tourism Promotion Area Board:

NAME & ADDRESS

Jason R. Grover
1026 Corum Circle
East Wenatchee, WA 98802

TERM EXPIRES

December 31, 2018

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 26th day of October, 2017.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney



City of Wenatchee
Volunteer Commission and Board Application

COMMISSION/BOARD INFORMATION

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

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

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

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

Last Name: Grouer First Name: JASON Initial: R

Physical Address: 1026 Corum Circle City: E. Wenatchee Zip: 98802

Mailing Address: _____ City: _____ Zip: _____

Day Phone: (509) 643-6355 Evening Phone: _____

E-mail: jgrouer@impressguest.com Years lived in Wenatchee Valley: 2

Occupation: Hotel General Manager Years of Experience: 8+

Work Address: 1921 N Wenatchee Ave City: Wenatchee Zip: 98801

Education and Formal Training: _____

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

Volunteer/Community Experience:

| | |
|--|-----------------------------|
| Organization and Duties: <u>Big Brothers & Big Sisters</u> | Length of Service: <u>1</u> |
| Organization and Duties: _____ | Length of Service: _____ |
| Organization and Duties: _____ | Length of Service: _____ |
| Organization and Duties: _____ | Length of Service: _____ |
| Organization and Duties: _____ | Length of Service: _____ |
| Skills/Special Interests: _____ | |

Experience related to the Commission/Board: I have worked in Hospitality
for 9 years, helping in previous committees and understanding
what drives guest to our location

Why are you seeking this appointment? To help grow to knowledge and
visiting of this great Valley. offers my experiences
to help the board.

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

If yes, please explain: _____

REFERENCES

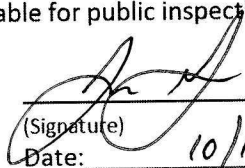
Name: Jody Sander
Address: _____ City: Spokane Zip: _____
Phone: 509-928-6848 Email: jsander@impassguest.com
Occupation: Regional Hotel manager Years known: 1

Name: Brant Baron
Address: _____ City: Bellingham Zip: _____
Phone: 360-303-9218 Email: _____
Occupation: Retired Hotel owner Years known: 9

Name: Tyson Luce
Address: _____ City: Auburn Zip: _____
Phone: 253-394-2997 Email: _____
Occupation: Auburn Police Years known: 20+

AFFIDAVIT OF APPLICANT

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


(Signature)
Date: 10/18/17



City of Wenatchee Volunteer Board, Commission and Committee Responsibilities

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

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

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

Signed: _____

Date: _____

10/18/17

**AGENDA REPORT
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Wenatchee City Council

FROM: Stephen Neuenschwander, Planning Manager

SUBJECT: Public Hearing regarding Ordinance 2017-20: a moratorium on uses with outdoor storage in the North Wenatchee Business District in the Olds Station Area.

DATE: October 20, 2017

I. OVERVIEW

At the September 14, 2017 meeting, the City Council approved Ordinance 2017-20, adopting a six (6) month moratorium on accepting applications for the establishment, siting, locating, or 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.

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.

II. ACTION REQUESTED

Continue the moratorium for the full six month timeframe by holding a public hearing. The recitals in Section 1 of Ordinance No. 2017-20 were adopted by the City Council as findings in support of the moratorium.

Draft Motion: I move to continue the moratorium established by Ordinance No. 2017-20 based on the findings included in the adopting ordinance.

III. FISCAL IMPACT

None

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)

Ordinance 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 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 14 day of September, 2017.

CITY OF WENATCHEE,
a Municipal Corporation

By: Frank J. Kuntz
FRANK KUNTZ, Mayor

ATTEST:

By: 
TAMMY L. STANGER, City Clerk

APPROVED:


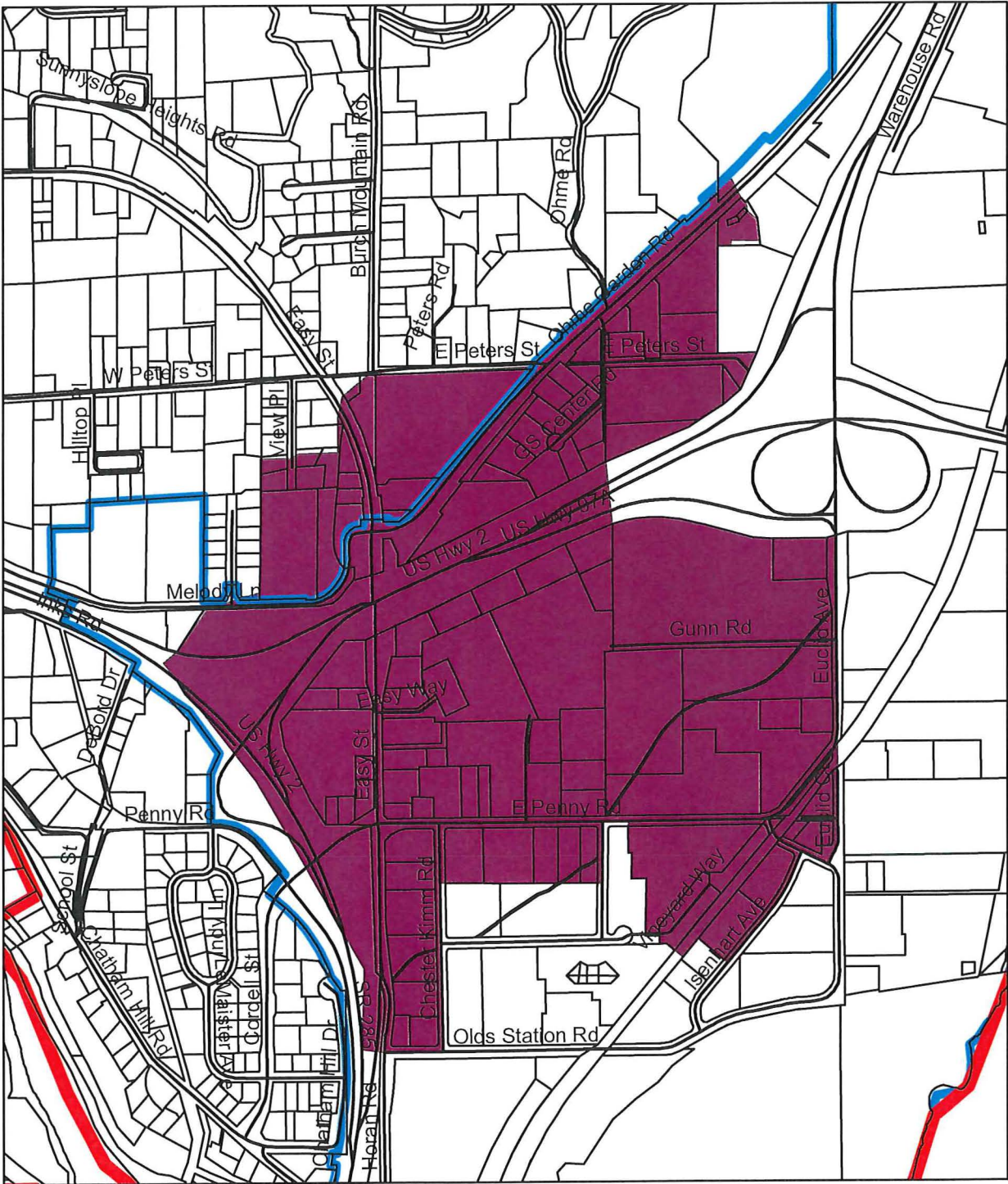
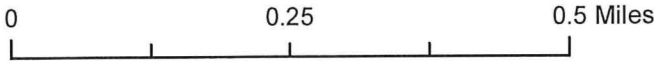
By: 
STEVE D. SMITH, City Attorney

Exhibit A



Legend

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



**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM:  Gary Owen, City Engineer

SUBJECT: Public Hearing regarding the vacation of a portion of city right-of-way along Ohme Garden Road:
Staff recommendation to continue hearing for purposes of appropriate utility easement(s).

DATE: October 23, 2017

MEETING DATE: October 26, 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 council adopted resolution no. 2017-47 setting a hearing date for consideration of a formal ordinance vacating a portion of Ohme Garden Road. Since passage of the resolution by city council, staff posted appropriate legal notice and notified known utilities and commercial users of the streets of the hearing date.

Last week, the Chelan County Public Utility District (Chelan County PUD) commented on this vacation stating they own and maintain potable waterline facilities within the area proposed for vacation. They request that should the vacation be approved, the PUD be granted an easement in the District's standard form for its facilities.

Staff is recommending the vacation hearing be continued until November 9th, 2017 in order for easement documents acceptable to all parties be drafted between Chelan County and the Chelan County PUD.

II. ACTION REQUESTED

Staff recommends the City Council continue the hearing date to consider the vacation of a portion of city right-of-way along Ohme Garden Road, to November 9, 2017.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

IV. TIME SCHEDULE

Continuation of this hearing and Ordinance adoption to November 9, 2017 is still within legal parameters of our resolution of intent to vacate.

V. REFERENCE(S)

1. Resolution 2017-47

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

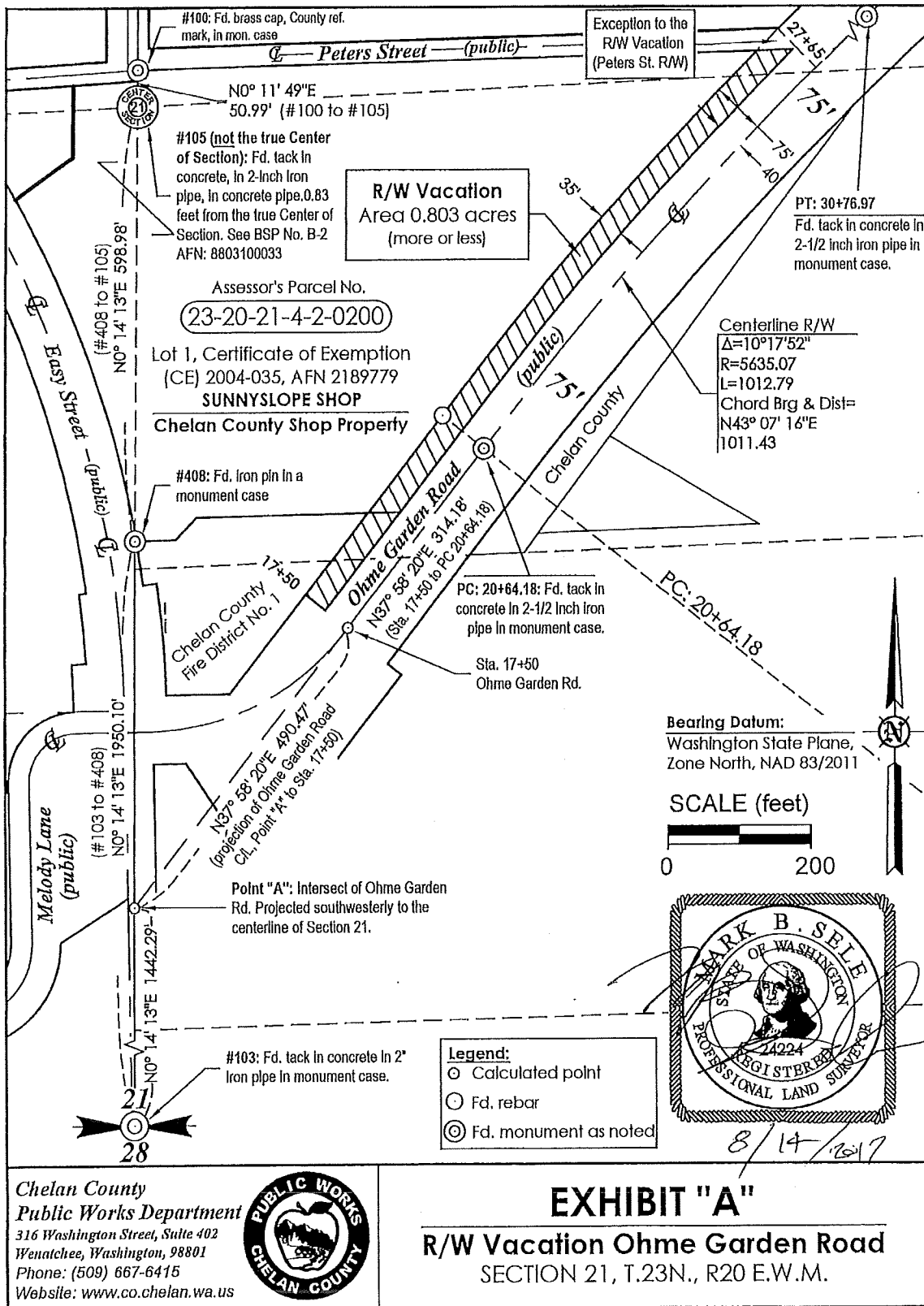
By: _____
FRANK KUNTZ, Mayor

ATTEST:

By _____
TAMMY L. STANGER, City Clerk

APPROVED

By _____
STEVE D. SMITH, City Attorney



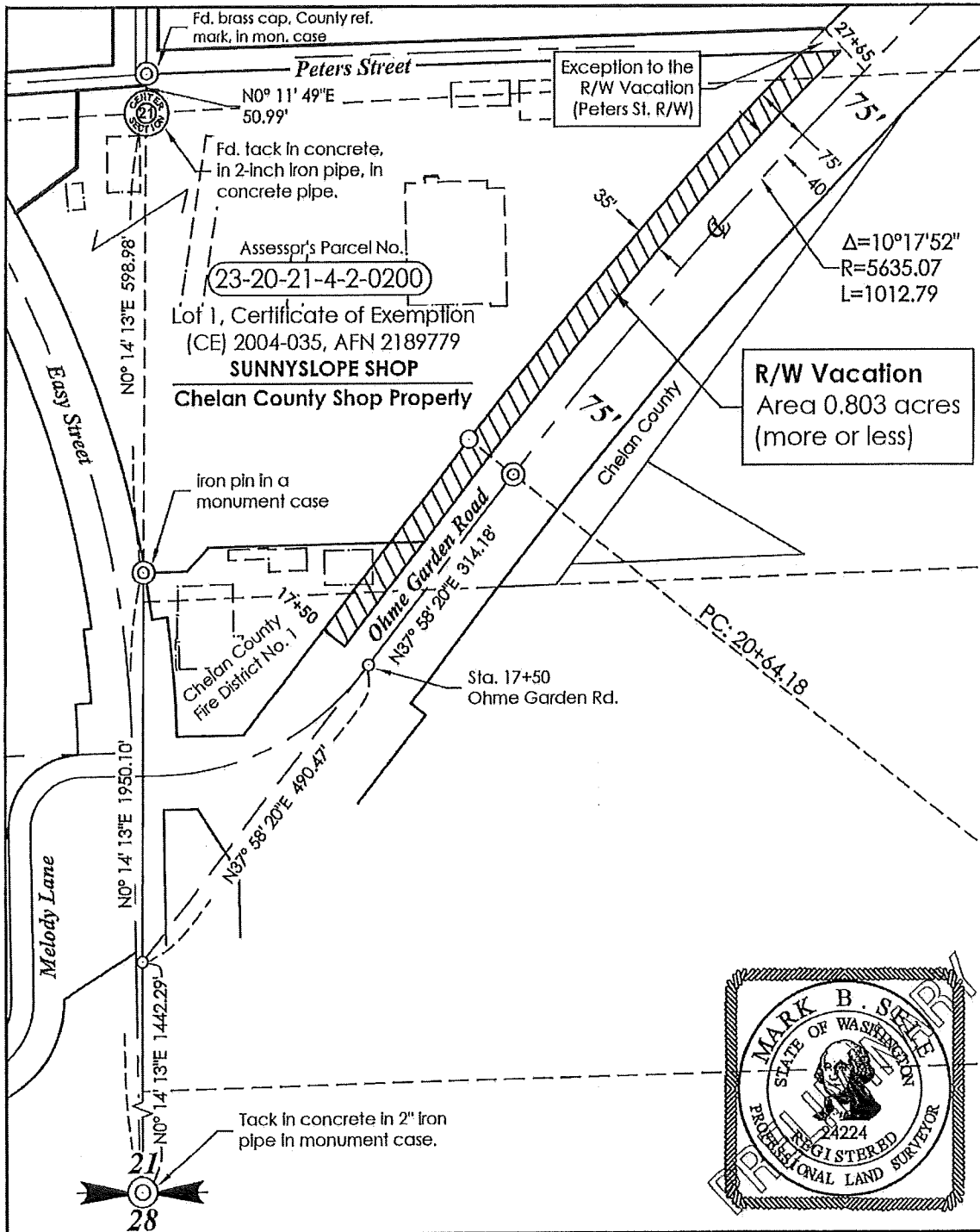
Chelan County
Public Works Department
316 Washington Street, Suite 402
Wenatchee, Washington, 98801
Phone: (509) 667-6415
Website: www.co.chelan.wa.us



EXHIBIT "A"

R/W Vacation Ohme Garden Road

SECTION 21, T.23N., R20 E.W.M.



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Public Works Department
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EXHIBIT "A"
R/W Vacation Ohme Garden Road
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