



WENATCHEE CITY COUNCIL SPECIAL MEETING

Thursday, December 7, 2017

Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

AGENDA

5:15 p.m. Special 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 #184046 through #184119 in the amount of \$935,607.48 for November 16, 2017
Payroll distribution in the amount of \$290,450.00 for November 20, 2017
Claim checks #184120 through #184229 in the amount of \$395,688.40 for November 22, 2017
Wire #1427 and #1428 in the amount of \$44,167.59 for November 28, 2017
Claim checks #184230 through #184246 in the amount of \$7,791.38 for November 29, 2017
Payroll distribution in the amount of \$11,895.87 for November 30, 2017
Benefit/deduction checks in the amount of \$755,243.55 for November 30, 2017
Claim checks #184247 through #184309 in the amount of \$303,198.81 for November 30, 2017
Payroll distribution in the amount of \$381,332.94 for December 5, 2017
- Resolution No. 2017-70, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Department of Public Works to dispose of the personal property identified herein.

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.

- Recognition of Megan Alaniz – Presented by Allison Williams, Executive Services Director

5. Public Hearing.

- A. Consideration of Limited Business and Occupation Tax or Payment in Lieu of Taxes
Presented by Steve Smith, City Attorney; Allison Williams, Executive Services Director; and
Brad Posenjak, Finance Director

Depending on Council deliberations, one of the following motion to be made:

(1) Motion to approve Ordinance No. 2017-29, imposing a business and occupation tax of fifteen hundredths of one percent (.15%) on business within the City of Wenatchee, establishing exemptions, and providing for an exemption date; OR

(2) Motion to authorize the Mayor to enter into an agreement between the City of Wenatchee and Confluence Health for Payment in Lieu of Property Taxes.

6. Action Items.

- B. Arts, Recreation & Parks Commission Board Appointments
Presented by David Erickson, Parks, Recreation & Cultural Services Director

Resolution No. 2017-64, appointing Blake Morrell to position four of the Wenatchee Arts, Recreation and Parks Commission with a term expiring December 31, 2020.

Resolution No. 2017-65, appointing Brooke Page to position five of the Wenatchee Arts, Recreation and Parks Commission with a term expiring December 31, 2020.

Resolution No. 2017-66, appointing Dan Langager to position eight of the Wenatchee Arts, Recreation and Parks Commission with a term ending December 31, 2018.

Resolution No. 2017-67, re-appointing Marlin Peterson to position seven of the Wenatchee Arts, Recreation and Parks Commission with a term expiring December 31, 2018.

- C. Project Acceptance: Saddle Rock Gateway Project and Hale Park Phase One
Presented by David Erickson, Parks, Recreation & Cultural Services Director

Motion for City Council to accept the Saddle Rock Gateway Project as complete and authorize the Mayor to sign the final voucher contract certificate.

Motion for City Council to accept the Hale Park Phase One Project as complete and authorize the Mayor to sign the final voucher contract certificate.

- D. Diversity Advisory Committee Code Update
Presented by Allison Williams, Executive Services Director

Ordinance No. 2017-30, amending Chapter 1.50 of the Wenatchee City Code relating to the Advisory Committee on Diversity.

- E. Diversity Advisory Committee Appointments
Presented by Allison Williams, Executive Services Director

Resolution No. 2017-58, re-appointing Patricia Whitfield as a member to the Diversity Advisory Council for a three (3) year term.

- F. Lodging Tax Advisory Committee Recommendations
Presented by Allison Williams, Executive Services Director

Resolution No. 2017-63, approving the Lodging Tax Advisory Committee Recommendations for the allocation of lodging tax for 2018.

- G. Lodging Tax Advisory Committee Appointments
Presented by Allison Williams, Executive Services Director

Resolution No. 2017-59, appointing members to the Lodging Tax Advisory Committee for terms ending December 31, 2019 (Darci Christoferson, Matthew Wisen, Stephen Maher).

Resolution No. 2017-60, appointing a member to the Lodging Tax Advisory Committee for terms ending December 31, 2018 (Linda Haglund).

- H. 2018 Tourism Promotion Area Budget
Presented by Allison Williams, Executive Services Director

Motion to accept and approve the 2018 Tourism Promotion Area budget.

- I. Tourism Promotion Area Advisory Board Appointments
Presented by Allison Williams, Executive Services Director

Resolution No. 2017-61, appointing a member to the Tourism Promotion Area Advisory Board for a three (3) year term (Linda Haglund).

Resolution No. 2017-62, appointing a member to the Tourism Promotion Area Advisory Board for a two (2) year term (Marianne Rumbolz).

- J. Wenatchee Historic Preservation Board Reappointment
Presented by Stephen Neuenschwander, Planning Manager

Resolution No. 2017-69, reappointing a voting representative to the Wenatchee Historic Preservation Board for a three-year term (Mark Seman).

- K. 2018 Agreement for Emergency Services
Presented by Allison Williams, Executive Services Director

Motion for City Council to authorize the Mayor to sign the 2018 Agreement for Emergency Services between the City of Wenatchee and Chelan County Department of Emergency Management.

- L. Regional Jail Contract
Presented by Allison Williams, Executive Services Director

Motion for City Council to authorize the Mayor's signature on the Fifth Amendment to the Interlocal Agreement between Chelan County and the City of Wenatchee for the Housing of Inmates.

- M. 2017-2019 Biennial Stormwater Capacity Grant
Presented by Jessica Shaw, Environmental Manager

Motion for City Council to authorize the Mayor's signature on the 2017-2019 Biennial Stormwater Capacity Grant Agreement with the Washington State Department of Ecology.

- N. Regional Water Redundancy – Exploratory Well Drilling & Testing – Project Acceptance
Presented by Matt Leonard, Public Works Director

Motion for City Council to accept the work performed by the contractor Empire Well Drilling, LLC, on the Exploratory Well Drilling and Testing Project #1302 and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.

7. 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.

O. Amendments to Capital Facilities Plan

Presented by Stephen Neuenschwander, Planning Manager

Resolution No. 2017-68, adopting yearly amendments to the City of Wenatchee Capital Facilities Plan.

P. New Regulations for Small Cell Wireless Facilities

Presented by Stephen Neuenschwander, Planning Manager; and John Ajax, Senior Planner

Ordinance No. 2017-31, amending Wenatchee City Code (WCC) Title 10 Zoning to add new regulations for Small Cell Wireless Facilities.

Q. Telecommunications Master Permits

Presented by Gary Owen, City Engineer; and John Ajax, Senior Planner

Ordinance No. 2017-32, amending Title 5 of the Wenatchee City Code by the addition of Chapter 5.06 relating to Telecommunications Master Permits.

R. Downtown Off-Street Parking Requirements

Presented by Stephen Neuenschwander, Planning Manager; and John Ajax, Senior Planner

Ordinance No. 2017-33, amending Wenatchee City Code (WCC) Title 10 Zoning relating to parking requirements in Chapter 10.24 WCC (Central Business District), Section 10.40.15 (Historic Entertainment Overlay), and Section 10.40.020 (Columbia Street Overlay).

8. Reports.

a. Mayor's Report

b. Reports/New Business of Council Committees

9. Announcements.

10. Adjournment.



DRAFT

**WENATCHEE CITY COUNCIL
SPECIAL MEETING
Thursday, November 16, 2017
Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801**

MINUTES

In attendance:

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

Staff in attendance:

Executive Services Director Allison Williams
City Attorney Steve Smith
City Clerk Tammy Stanger
IS Support Tim McCord
PIO/Deputy Clerk Annagrisel Alvarez
Community Development Director Glen DeVries
City Engineer Gary Owen
Public Works Director Matt Leonard
Police Chief Steve Crown
Police Captain Edgar Reinfeld
Parks & Recreation Director David Erickson
Economic Development Director Steve King
Finance Director Brad Posenjak
Senior Engineer-Utilities Jeremy Hoover
Accountant Deanne McDaniel
Accounting Supervisor Denise Pearce
Housing & Community Planner Brooklyn Holton

4:30 p.m. Executive Session.

Mayor Frank J. Kuntz called the meeting to order at 4:30 p.m. for the purpose of meeting in 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).

Motion by Councilmember Keith Huffaker to convene in executive session with legal counsel present, for a time period not to exceed 40 minutes. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

Council adjourned from executive session at 5:00 p.m.

5:15 p.m. Special Meeting

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

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

2. Consent Items:

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

Motion by Councilmember Keith Huffaker to approve the agenda, vouchers, and minutes from previous meetings. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

3. Citizen Requests/Comments.

Laurie Nelson, 933 Coolidge Street, Wenatchee, spoke about her concerns with safety at the intersection of 9th and Chelan. The Mayor asked City Engineer Gary Owen if he could provide some information about that intersection and he will provide an analysis within the next three months relating to that. Laurie also had concerns about all the leaves in the roadway on Pioneer Street.

4. Work Session.

(1) Pavement Management Program

Public Works Director Matt Leonard and City Engineer Gary Owen presented information on the City's Pavement Management Program, which included background, recent pavement management study and current pavement condition results, the work of the citizen committee formed to study and develop goals for the program, their recommendations, funding recommendations, and the need to secure additional funding. Executive Services Director Allison Williams presented background information on how the city got to the need for a targeted B & O tax, identifying the work progress from the

2014 Sustainability Committee to current. City Attorney Steve Smith presented a draft ordinance for a proposed B & O tax, with the consideration that there are significant properties in the city limits that are exempt from property taxes. The ordinance is written to provide for a B & O tax at a rate of .0015% on professional health care services with annual gross receipts over \$12 million.

Dr. Mitchell Garrison with Confluence Health spoke with his concerns about the proposed B & O tax and the impact it would have on Confluence Health.

The proposed Ordinance is scheduled to be on the December 7, 2017, agenda.

5. Action Items.

A. Purchasing Policy and Procedures Manual Update

Accountant Deanne McDaniel presented the staff report. Council asked questions. Public Works Director Matt Leonard added information from the Public Works perspective.

Motion by Councilmember Mark Kulaas to approve Ordinance No. 2017-26, amending and repealing portions of the Wenatchee City Code as it relates to Chapter 1.10 – City Finances, Chapter 1.24 – Surety Bonds, Chapter 1.28 – City Warrants, Chapter 1.30 – Claims and Obligations, and Chapter 1.56 – Small Works Roster, with a suggested change to WCC Section 1.30.020 to add “and confirmed by the City Council”. Motion seconded by Councilmember Jim Bailey. Motion carried (7-0).

Motion by Councilmember Mark Kulaas to approve Resolution No. 2017-56, amending and restating purchasing policy and procedures. Motion seconded by Councilmember Lyle Markhart. Motion carried (7-0).

B. 2018 Utility Assistance Program

Accounting Supervisor Denise Pearce and Accountant Deanne McDaniel presented the staff report. Council asked questions.

Motion by Councilmember Keith Huffaker to approve Ordinance No. 2017-23, amending Chapter 9.02.010 WCC adding a new subsection (7) Utility Assistance Program. Motion seconded by Councilmember Linda Herald. Motion carried (7-0).

Motion by Councilmember Keith Huffaker to approve Resolution No. 2017-51, adopting the Utility Assistance Program guidelines relative to WCC 9.02.010(7). Councilmember Ruth Esparza seconded the motion. Motion carried (7-0).

C. Olds Station Sanitary Sewer Extension Phase 1 – Project No. 1718 Authorization for Consultant Supplemental Agreement #1

Jeremy Hoover, P.E. Senior Engineer – Utilities, presented the staff report. Council asked questions.

Motion by Councilmember Jim Bailey for City Council to authorize the Mayor to sign Consultant Supplemental Agreement #1 on behalf of the City with RH2 Engineering, Inc. for Geotechnical Investigation services for the Olds Station Sanitary Sewer Extension Phase 1 (Project No. 1718). Councilmember Lyle Markhart seconded the motion. Motion carried (7-0).

- D. McKittrick Street and Wenatchee Avenue Signal Project #0623 – Supplemental #8 to Agreement with RH2 Engineering

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

Motion by Councilmember Linda Herald for City Council to approve and authorize the Mayor to execute Supplement #8 with RH2 Engineering, Inc., providing for additional design and right-of-way acquisition services for the McKittrick Street and Wenatchee Avenue Signal Project #0623. Councilmember Mike Poirier seconded the motion. Motion carried (7-0).

- E. 1422 Grant Contract – Amendment #3 – Year 4

Housing & Community Planner Brooklyn Holton presented the staff report.

Motion by Councilmember Ruth Esparza for City Council to approve the Mayor's signature on the 1422 Grant Agreement Amendment #3 between the Grant County Health District and the City of Wenatchee. Councilmember Lyle Markhart seconded the motion. Motion carried (7-0).

- F. Memorandum of Understanding between Wenatchee Valley College and Wenatchee Police Department

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

Motion by Councilmember Linda Herald for City Council to approve the Memorandum of Understanding between the Wenatchee Police Department and Wenatchee Valley College. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).

- G. McKittrick Street Right-of-Way Purchase

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

Motion by Councilmember Keith Huffaker for City Council to authorize the Mayor to sign settlement agreements with Stemilt Growers for the purchase of right-of-way not to exceed the project budget of \$1.25 million. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

H. Authorization for Temporary Lending of Cash

Finance Director Brad Posenjak presented the staff report. Council asked questions.

Motion by Councilmember Jim Bailey to approve Resolution No. 2017-57, approving the temporary lending of cash from the General Fund to other funds, including but not limited to, the CDBG Entitlement Fund and the Police Station GO Bond Fund, as needed, in 2017 and 2018. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

I. Hospitality Ministries Grants: Solomon's Porch Repayment

Community Development Director Glen DeVries presented the staff report. Hospitality House Director Paul Hughes was present. Council asked questions.

Motion by Councilmember Ruth Esparza for City Council to authorize the Mayor's signature on a promissory note with Hospitality Ministries, secured with a deed of trust, for the amount of \$63,751. Councilmember Lyle Markhart seconded the motion. Motion carried (7-0).

6. Public Hearings.

The Mayor explained the public hearing process.

J. 2017 Budget Amendment

Finance Director Brad Posenjak presented the staff report. Council asked questions.

The Mayor asked for public comment. There was no one who wished to speak.

Motion by Councilmember Mark Kulaas to approve Ordinance No. 2017-28, amending the 2017 Budget as adopted by Ordinance No. 2016-32, revoking, recalling or decreasing all or a portion of total appropriations provided for, entering findings that this Ordinance is in the best interest of the City and requiring that this Ordinance be approved by a majority plus one of the entire Council. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

K. Public Hearing on 2018 Budget and Adoption

Finance Director Brad Posenjak presented the staff report. Council asked questions.

The Mayor asked for public comment. There was no one who wished to speak.

Motion by Councilmember Lyle Markhart to approve Ordinance No. 2017-27, adopting the Final Budget for the City of Wenatchee, Washington for the fiscal year ending December 31, 2018. Councilmember Mike Poirier seconded the motion. Motion carried (7-0).

7. Reports.

a. Mayor's Report. The Mayor reported on the following:

- The Washington State Community Economic Revitalization Board (CERB) today approved \$973,185 in public infrastructure development funding targeting business growth and job creation in the Wenatchee, for the McKittrick Street Extension Project.
- The Citizen's Academy graduation was held last evening and for 12 weeks, 25 people showed up and participated in the academy, and Corporal Vasquez put on a great program – off the charts!
- The next Council meeting is set for Thursday, December 7, and it will be a long meeting.
- Jail contract and the Emergency Management contract will be at the next Council meeting.
- He sat in for Chair Mark Kulaas on the Lodging Tax Advisory Committee this week, and the LTAC has recommended a five-year contract with the Chamber for destination marketing, Convention Center improvements and debt service, and continuation of support for the Fourth of July event. The Mayor has asked for a resolution to be prepared relating to the Convention Center debt service.
- The Mayor will be participating in "Night in a Box" tomorrow night, benefitting the Lighthouse Christian Ministries.
- The WDA dinner is November 30.
- The employee breakfast held this past Tuesday had good turn out from employees and was really nice.

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

8. Announcements. None.

9. Adjournment. With no further business the meeting adjourned at 7:33 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Matt Leonard, Director of Public Works

SUBJECT: Resolution 2017-70 - Declaring certain personal property surplus to the needs of the City.

DATE: December 7, 2017

MEETING DATE: December 7, 2017

I. OVERVIEW

The City has various equipment and materials that are surplus to the needs of the City. The attached Resolution No. 2017-70 describes the process and Exhibit A lists the surplus equipment.

II. ACTION REQUESTED

Staff recommends that the City Council **adopt Resolution 2017-70 declaring certain personal property surplus to the needs of the City of Wenatchee and authorize the Department of Public Works to surplus the property.**

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

Proceeds for vehicles and equipment will go into each fund that that originally purchased the equipment and vehicles.

IV. REFERENCE(S)

1. Resolution 2017-70

V. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Brad Posenjak, Finance Director

RESOLUTION NO. 2017-70

A RESOLUTION, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Department of Public Works to dispose of the personal property identified herein.

WHEREAS, the City of Wenatchee owns the personal property legally described on Exhibit “A”; and

WHEREAS, the personal property described on Exhibit “A” is surplus to the needs of the City; and

WHEREAS, the City of Wenatchee has the statutory authority to dispose of said personal property under RCW 35A.11.010 and Chapter 1.34 WCC as currently enacted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wenatchee, as follows: The personal property described on Exhibit “A” is declared surplus to the needs of the City of Wenatchee. The Department of Public Works of the City of Wenatchee is hereby authorized and directed to sell, transfer, and convey the personal property described on Exhibit “A” in accordance with Chapter 1.34 WCC.

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 STANGER, City Clerk

APPROVED

By: _____
STEVE D. SMITH, City Attorney

MEMORANDUM

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director; Brad Posenjak, Finance Director;
Steve Smith, City Attorney

SUBJECT: Consideration of Limited Business and Occupation Tax or Payment in Lieu of
Property Taxes

DATE: **December 1, 2017**

Background: The City of Wenatchee has been through a thorough process of exploring various funding sources to provide long term financial stability to our city, which is substantially funded by retail sales tax. This was carried out with the recommendations of the Sustainability Committee in 2014, and as a result of their recommendations a number of actions have been taken by City Council. A key action was the annexation of Olds Station which occurred in 2016. It was the desire of Council to see the impact of the Olds Station annexation before seeing what additional resources were needed support the long term needs of the City, in particular, in funding a program for the long term maintenance and operation of the streets.

Streets are typically funded by property taxes, and in the City of Wenatchee, 45 acres of property are owned by Confluence Health and as a result are exempt from property taxes. Options for revenues from exempt properties include Payment in Lieu of Property Taxes (PILT) and Business and Occupation Taxes (B & O) and a per-employee Business License fee. At the time of the Sustainability Committee recommendations, Confluence was approached about a contractual PILT that would reflect a per employee fee but no agreement resulted.

In 2016, a Pavement Management Citizens Advisory Committee was appointed to study the Pavement Management program and recommend a preferred level of investment and a funding strategy. At the November 16th Special Meeting of the City Council, staff presented the updated Pavement Management program recommendation. The needed annual investment is **\$2.97 million**. Staff identified existing funding sources as a means of funding a portion of the annual requirement to support the program and adopted it into the 2018 budget:

Revenues		2018 Budget
108	Property Tax	873,480
111	REET	600,000
119	TBD	500,000
Total		1,973,480

To fund the \$1 million annual gap, several options were councilmatic options were considered, and a limited business and occupation tax (B & O) for health services was recommended. An Ordinance was presented for consideration at the November 16th meeting.

After the meeting, Confluence Health approached the City and asked for reconsideration of a PILT agreement. As a result, City Council is being asked to consider one of the following options for funding the gap to ensure the pavement management program moves forward. Pros and cons of each are presented below:

Business & Occupation Tax. A tax at .15% of gross revenues could provide the city with revenue between \$600,000 and \$1,000,000.

B&O Pros:

- Would bring in more revenue than the proposed PILT. This could allow the pavement management program to hit its funding target.
- Sets up the City to have a tax that grows with the health industry.
- Once the B&O ordinance is set, it makes it easier for the City to modify

B&O Cons:

- May be difficult for both entities to administer.
- The City has audit responsibilities to ensure accuracy.
- Political views of B&O tax may not be favorable.

Payment in Lieu of Tax. Confluence Health proposed a \$330,000 agreement with the City. In response, the City drafted a 10-year agreement that includes a 1% increase per year (\$360,000 in year 10).

PILT Pros:

- Simple for both entities to administer.
- An agreement between the two parties may be viewed better than a new tax.

PILT Cons:

- Revenue is half of what could be received with a B&O tax.
- Pavement preservation program will still be underfunded by \$650,000

For Council's review, the Ordinance implementing the Business and Occupation Tax follows, as does an overview from MRSC of B & O tax rates across the state. It should be noted that the maximum B & O tax rate that can be imposed is 2/10ths of a percent and many jurisdictions do impose the full rate. Also following is the proposed agreement with Confluence Health for a modified Payment in Lieu of Property Taxes. The rate established in the PILT was offered by Confluence, however, Council may keep the rate or change it, including consideration of a different annual increase amount (i.e. many contracts use a CPI increase) however this increase was established to follow the increase in property taxes at 1%.

COUNCIL ACTION: Depending on Council deliberation, one of the following motions would be needed:

A MOTION to approve Ordinance 2017-29 imposing a business and occupation tax of fifteen hundredths of one percent (.15%) on business within the City of Wenatchee, establishing exemptions, and providing for an effective date.

A MOTION to authorize the Mayor to enter into an agreement between the City of Wenatchee and Confluence Health for Payment in Lieu of Property Taxes

Local Business (B&O) Tax Rates Effective January 1, 2017

City	Phone #	Manufacturing rate	Retail rate	Services rate	Wholesale rate	Threshold	
						Quarterly	Annual
Aberdeen	(360) 533-4100	0.002	0.003 e	0.00375 e	0.003 e	\$5,000	\$20,000
Algona	(253) 833-2897	0.00045	0.00045	0.00045	0.00045	\$10,000	\$40,000
Bainbridge Island	(206) 780-8668	0.001	0.001	0.001	0.001		\$150,000
Bellevue	(425) 452-6851	0.001496	0.001496	0.001496	0.001496		\$160,000
Bellingham	(360) 778-8010	0.0017	0.0017	0.0044 e	0.0017	\$5,000	\$20,000
Bremerton	(360) 473-5311	0.0016	0.00125	0.002	0.0016		\$160,000
Burien	(206) 241-4647	0.001	0.001	0.001	0.001		\$200,000
Cosmopolis	(360) 532-9230	0.002	0.002	0.002	0.002	\$5,000	\$20,000
Darrington	(360) 436-1131	0.00075	0.00075	0.00075	0.00075		\$20,000
Des Moines	(206) 878-4595	0.002	0.002	0.002	0.002		\$50,000
DuPont	(253) 964-8121	0.001	0.001	0.001	0.001	\$5,000	\$20,000
Everett	(425) 257-8610	0.001	0.001	0.001	0.001	\$5,000	\$20,000
Everson	(360) 966-3411	0.002			0.002		\$1,000,000
Granite Falls**	(360) 691-6441						
Hoquiam	(360) 532-5700	0.00200	0.00200	0.00200	0.00200	\$5,000	\$20,000
Ilwaco	(360) 642-3145	0.00200	0.00200	0.00200	0.00200		\$20,000
Issaquah	(425) 837-3054	0.00120	0.00120	0.00150	0.00120	\$25,000	\$100,000
Kelso	(360) 423-0900	0.00100	0.00100	0.00200	0.00100		\$20,000
Kenmore	(425) 398-8900	0.00200 *				\$5,000	
Kent	(253) 856-6266	0.00046	0.00046	0.00152	0.00152	\$62,500	\$250,000
Lacey	(360) 491-3214		0.00100	0.00200		\$5,000	\$20,000
Lake Forest Park	(206) 368-5440	0.00200	0.00200	0.00200	0.00200	\$5,000	
Long Beach	(360) 642-4421	0.00200	0.00200	0.00200	0.00200	\$5,000	
Longview	(360) 442-5040	0.00100	0.00100	0.00200	0.00100		\$20,000
Mercer Island	(206) 275-7783	0.00100	0.00100	0.00100	0.00100		\$150,000
North Bend	(425) 888-1211	0.00200	0.00200	0.00200	0.00200	\$5,000	
Ocean Shores	(360) 289-2488	0.00200	0.00200	0.00200	0.00200	\$5,000	\$20,000
Olympia	(360) 753-8327	0.00100	0.00100	0.00200	0.00100	\$5,000	\$20,000
Pacific	(253) 929-1100	0.00200	0.00200	0.00200	0.00200	\$5,000	\$20,000
Port Townsend	(360) 385-2700	0.00200	0.00200	0.00200	0.00200	\$5,000	\$20,000
Rainier	(360) 446-2265	0.00200	0.00200	0.00200	0.00200	\$5,000	
Raymond	(360) 942-3451	0.00200	0.00200	0.00200	0.00200	\$5,000	\$20,000
Renton	(425) 430-6400	0.00085	0.00050	0.00085	0.00085		\$1,500,000
Roy	(253) 843-1113	0.00100	0.00200	0.00200	0.00100	\$5,000	\$20,000
Ruston	(253) 759-3544	0.00110	0.00153	0.00200	0.00102	\$5,000	\$20,000
Seattle***	(206) 684-8484	0.00219 v	0.00219 v	0.00423 v	0.00219 v		\$100,000
Shelton	(360) 426-4491	0.00100	0.00100	0.00100	0.00100	\$5,000	\$20,000
Snoqualmie	(425) 888-1555	0.0015	0.0015	0.0015	0.0015	\$5,000	
South Bend	(360) 875-5571	0.001	0.002	0.002	0.002	\$5,000	
Tacoma	(253) 591-5252	0.00110	0.00153	0.00400 e	0.00102		\$250,000
Tenino	(360) 264-2368	0.002	0.002	0.002	0.002	\$5,000	\$20,000
Tumwater	(360) 754-5855	0.001	0.001	0.002	0.001	\$5,000	\$20,000
Westport	(360) 268-0131	0.0025 e	0.005 e	0.005 e	0.0025 e	\$5,000	
Yelm	(360) 458-3244	0.001	0.002	0.002	0.001	\$5,000	

(v) = voter approved increase above statutory limit

(e) = rate higher than statutory limit because rate was effective prior to January 1, 1982 (i.e., grandfathered).

*Kenmore's B&O tax applies to heavy manufacturing only.

**Granite Falls repealed its B&O tax for all businesses other than extracting.

*** Seattle changed its rates effective January 1, 2017.

NOTE: Tax rates may apply to businesses categories other than those above. Thresholds are subject to change. Exemptions, deductions, or other exceptions may apply in certain circumstances. Contact the city finance department for more information.

ORDINANCE NO. 2017-29

AN ORDINANCE, imposing a business and occupation tax of fifteen hundredths of one percent (.15%) on business within the City of Wenatchee, establishing exemptions, and providing for an effective date.

SECTION ONE

That the following Chapter 5.112 "Business and Occupation Tax" shall be and hereby is added to the Wenatchee City Code:

CHAPTER 5.112

5.112.010 Purpose. This chapter implements Washington Constitution Article XI, Section 12 and RCW 35A.82.020 and 35A.11.020 (code cities); which give municipalities the authority to license for revenue. In the absence of a legal or constitutional prohibition, municipalities have the power to define taxation categories as they see fit in order to respond to the unique concerns and responsibilities of local government. It is intended that this chapter be consistent with the mandatory requirements of Chapter 35.102 RCW for municipalities. Uniformity with provisions of state tax laws should not be presumed.

5.112.020 Exercise of revenue license power. The provisions of this chapter shall be deemed an exercise of the power of the City to license for revenue. The provisions of this chapter are subject to periodic statutory or administrative rule changes or judicial interpretations of the ordinances or rules. The responsibility rests with the licensee or taxpayer to reconfirm tax computation procedures and remain in compliance with the City code.

5.112.028 Administrative Provisions. The administrative provisions contained in Chapter 5.116 WCC shall be fully applicable to the provisions of this chapter except as expressly stated to the contrary herein.

5.112.030 Definitions. In construing the provisions of this chapter, the following definitions shall be applied. Words in the singular number shall include the plural, and the plural shall include the singular.

"Business." "Business" includes all activities engaged in with the object of gain, benefit, or advantage to the taxpayer or to another person or class, directly or indirectly.

"Business and occupation tax." "Business and occupation tax" or "gross receipts tax" means a tax imposed on or measured by the value of products, the gross income of the business, or the gross proceeds of sales, as the case may be, and that is the legal liability of the business.

"Commercial or industrial use." "Commercial or industrial use" means the following uses of products, including by-products, by the extractor or manufacturer thereof:

(1) Any use as a consumer; and

(2) The manufacturing of articles, substances or commodities.

"Delivery" means the transfer of possession of tangible personal property between the seller and the buyer or the buyer's representative. Delivery to an employee of a buyer is considered delivery to the buyer. Transfer of possession of tangible personal property occurs when the buyer or the buyer's representative first takes physical control of the property or exercises dominion and control over the property. Dominion and control means the buyer has the ability to put the property to the buyer's own purposes. It means the buyer or the buyer's representative has made the final decision to accept or reject the property, and the seller has no further right to possession of the property and the buyer has no right to return the property to the seller, other than under a warranty contract. A buyer does not exercise dominion and control over tangible personal property merely by arranging for shipment of the property from the seller to itself. A buyer's representative is a person, other than an employee of the buyer, who is authorized in writing by the buyer to receive tangible personal property and take dominion and control by making the final decision to accept or reject the property. Neither a shipping company nor a seller can serve as a buyer's representative. It is immaterial where the contract of sale is negotiated or where the buyer obtains title to the property. Delivery terms and other provisions of the Uniform Commercial Code (Title 62A RCW) do not determine when or where delivery of tangible personal property occurs for purposes of taxation.

"Digital automated service," "digital code," and "digital goods" have the same meaning as in RCW 82.04.192.

"Digital products" means digital goods, digital codes, digital automated services, and the services described in RCW 82.04.050(2)(g) and (6)(b).

"Eligible gross receipts tax." The term "eligible gross receipts tax" means a tax which:

- (1) Is imposed on the act or privilege of engaging in business activities within section 5.112.050; and
- (2) Is measured by the gross volume of business, in terms of gross receipts and is not an income tax or value added tax; and
- (3) Is not, pursuant to law or custom, separately stated from the sales price; and
- (4) Is not a sales or use tax, business license fee, franchise fee, royalty or severance tax measured by volume or weight, or concession charge, or payment for the use and enjoyment of property, property right or a privilege; and
- (5) Is a tax imposed by a local jurisdiction, whether within or without the State of Washington, and not by a Country, State, Province, or any other non-local jurisdiction above the County level.

"Engaging in business" - (1) The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

(2) This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to register and obtain a business license or pay City business and occupation taxes. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1). If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.

(3) Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

(a) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.

(b) Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.

(c) Soliciting sales.

(d) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

(e) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

(f) Installing, constructing, or supervising installation or construction of, real or tangible personal property.

(g) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

(h) Collecting current or delinquent accounts.

(i) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

(j) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

(k) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

(l) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

(m) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.

(n) Investigating, resolving, or otherwise assisting in resolving customer complaints.

(o) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

(p) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

(q) Accepting or executing a contract with the City, irrespective of whether goods or services are delivered within or without the City, or whether the person's office or place of business is within or without the City.

(4) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license and pay tax.

(a) Meeting with suppliers of goods and services as a customer.

(b) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

(c) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any

board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

(d) Renting tangible or intangible property as a customer when the property is not used in the City.

(e) Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.

(f) Conducting advertising through the mail.

(g) Soliciting sales by phone from a location outside the City.

(5) A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (4).

The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the tax under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

“Extracting.” “Extracting” is the activity engaged in by an extractor and is reportable under the extracting classification.

"Extractor." "Extractor" means every person who from the person's own land or from the land of another under a right or license granted by lease or contract, either directly or by contracting with others for the necessary labor or mechanical services, for sale or for commercial or industrial use, mines, quarries, takes or produces coal, oil, natural gas, ore, stone, sand, gravel, clay, mineral or other natural resource product; or fells, cuts or takes timber, Christmas trees, other than plantation Christmas trees, or other natural products; or takes fish, shellfish, or other sea or inland water foods or products. "Extractor" does not include persons performing under contract the necessary labor or mechanical services for others; or persons meeting the definition of farmer.

"Gross income of the business." "Gross income of the business" means the value proceeding or accruing by reason of the transaction of the business engaged in and includes gross proceeds of sales, compensation for the rendition of services, gains realized from trading in stocks, bonds, or other evidences of indebtedness, interest, discount, rents, royalties, fees, commissions, dividends, and other emoluments however designated, all without any deduction on account of the cost of tangible property sold, the cost of materials used, labor costs, interest, discount, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

"Gross proceeds of sales." "Gross proceeds of sales" means the value proceeding or accruing from the sale of tangible personal property, digital goods, digital codes, digital automated services or for other services rendered, without any deduction on account of the cost of property sold, the cost of materials used, labor costs, interest, discount paid, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

“Manufacturing.” “Manufacturing” means the activity conducted by a manufacturer and is reported under the manufacturing classification.

"Manufacturer," "to manufacture." (1) "Manufacturer" means every person who, either directly or by contracting with others for the necessary labor or mechanical services, manufactures for sale or for commercial or industrial use from the person's own materials or ingredients any products. When the owner of equipment or facilities furnishes, or sells to the customer prior to manufacture, materials or ingredients equal to less than twenty percent (20%) of the total value of all materials or ingredients that become a part of the finished product, the owner of the equipment or facilities will be deemed to be a processor for hire, and not a manufacturer. (A business not located in this City that is the owner of materials or ingredients processed for it in this City by a processor for hire shall be deemed to be engaged in business as a manufacturer in this City.) (2) "To manufacture" means all activities of a commercial or industrial nature wherein labor or skill is applied, by hand or machinery, to materials or ingredients so that as a result thereof a new, different or useful product is produced for sale or commercial or industrial use, and shall include:

- (a) The production of special made or custom made articles;
- (b) The production of dental appliances, devices, restorations, substitutes, or other dental laboratory products by a dental laboratory or dental technician;
- (c) Crushing and/or blending of rock, sand, stone, gravel, or ore; and
- (d) The producing of articles for sale, or for commercial or industrial use from raw materials or prepared materials by giving such materials, articles, and substances of trade or commerce new forms, qualities, properties or combinations including, but not limited to, such activities as making, fabricating, processing, refining, mixing, slaughtering, packing, aging, curing, mild curing, preserving, canning, and the preparing and freezing of fresh fruits and vegetables.

"To manufacture" shall not include the production of digital goods or the production of computer software if the computer software is delivered from the seller to the purchaser by means other than tangible storage media, including the delivery by use of a tangible storage media where the tangible storage media is not physically transferred to the purchaser.

"Person." "Person" means any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the State of Washington, corporation, limited liability company, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, non-profit, or otherwise and the United States or any instrumentality thereof.

"Professional Health Care Service." "Professional Health Care Service" includes, but is not limited to, the diagnosis, treatment, and prevention of disease, illness, injury, and other physical and mental impairments in human beings. It includes, but is not limited to, allied health, obstetrics, medicine, nursing, optometry, pharmacy, psychology, and other health professions. It also includes, but is not limited to, services and products provided and dispensed in primary care, secondary or specialist care, tertiary care, hospice care, home care, hospital care, surgical care and emergency care including management of health care providers, hospitals, clinics, and other health care facilities.

"Retailing." "Retailing" means the activity of engaging in making sales at retail and is reported under the retailing classification.

"Retail Service." "Retail service" shall include the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

- (1) Amusement and recreation services including but not limited to golf, pool, billiards, skating, bowling, swimming, bungee jumping, ski lifts and tows, basketball, racquet ball, handball, squash, tennis, batting cages, day trips for sightseeing purposes, and others, when provided to consumers. "Amusement and recreation services" also include the provision of related facilities such as basketball courts, tennis courts, handball courts, swimming pools, and charges made for providing the opportunity to dance. The term "amusement and recreation services" does not include instructional lessons to learn a particular activity such as tennis lessons, swimming lessons, or archery lessons.
- (2) Abstract, title insurance, and escrow services;
- (3) Credit bureau services;
- (4) Automobile parking and storage garage services;
- (5) Landscape maintenance and horticultural services but excluding (i) horticultural services provided to farmers and (ii) pruning, trimming, repairing, removing, and clearing of trees and brush near electric transmission or distribution lines or equipment, if performed by or at the direction of an electric utility;
- (6) Service charges associated with tickets to professional sporting events; and
- (7) The following personal services: Physical fitness services, tanning salon services, tattoo parlor services, steam bath services, turkish bath services, escort services, and dating services.
- (8) The term shall also include the renting or leasing of tangible personal property to consumers and the rental of equipment with an operator.

"Sale," "casual or isolated sale." (1) "Sale" means any transfer of the ownership of, title to, or possession of, property for a valuable consideration and includes any activity classified as a "sale at retail," "retail sale," or "retail service." It includes renting or leasing, conditional sale contracts, leases with option to purchase, and any contract under which possession of the property is given to the purchaser but title is retained by the vendor as security for the payment of the purchase price. It also includes the furnishing of food, drink, or meals for compensation whether consumed upon the premises or not.

(2) "Casual or isolated sale" means a sale made by a person who is not engaged in the business of selling the type of property involved on a routine or continuous basis.

"Sale at retail," "retail sale." (1) "Sale at retail" or "retail sale" means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers, other than a sale to a person who presents a resale certificate under RCW 82.04.470 and who:

- (a) Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person; or
- (b) Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an ingredient or component of such real or personal property without intervening use by such person; or
- (c) Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or
- (d) Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary

purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or

(e) Purchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW 82.04.065. The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in (a), (b), (c), (d), or (e) of this subsection following such use.

(f) Purchases for the purpose of satisfying the person's obligations under an extended warranty as defined in subsection (7) of this section, if such tangible personal property replaces or becomes an ingredient or component of property covered by the extended warranty without intervening use by such person.

(2) "Sale at retail" or "retail sale" also means every sale of tangible personal property to persons engaged in any business activity which is taxable under 5.112.050(1)(a).

(3) "Sale at retail" or "retail sale" shall include the sale of or charge made for tangible personal property consumed and/or for labor and services rendered in respect to the following:

(a) The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in respect thereto, but excluding charges made for the use of coin-operated laundry facilities when such facilities are situated in an apartment house, rooming house, or mobile home park for the exclusive use of the tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;

(b) The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation, and shall also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;

(c) The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the property is then reconveyed by title, possession, or any other means to the original owner;

(d) The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section the term "janitorial services" shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term "janitorial services" does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;

(e) The sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under chapter 82.16 RCW;

(f) The sale of and charge made for the furnishing of lodging and all other services, except telephone business and cable service, by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, and it shall be presumed that

the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. For the purposes of this subsection, it shall be presumed that the sale of and charge made for the furnishing of lodging for a continuous period of one month or more to a person is a rental or lease of real property and not a mere license to enjoy the same;

(g) The installing, repairing, altering, or improving of digital goods for consumers;

~~((g))~~ (h) The sale of or charge made for tangible personal property, labor and services to persons taxable under (a), (b), (c), (d), (e), (f), and (g) of this subsection when such sales or charges are for property, labor and services which are used or consumed in whole or in part by such persons in the performance of any activity defined as a "sale at retail" or "retail sale" even though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection (1) of this section and nothing contained in subsection (1) of this section shall be construed to modify this subsection.

(4) "Sale at retail" or "retail sale" shall also include the providing of competitive telephone service to consumers.

(5) (a) "Sale at retail" or "retail sale" shall also include the sale of prewritten software other than a sale to a person who presents a resale certificate under RCW 82.04.470, regardless of the method of delivery to the end user. For purposes of this subsection (5)(a) the sale of the sale of prewritten computer software includes the sale of or charge made for a key or an enabling or activation code, where the key or code is required to activate prewritten computer software and put the software into use. There is no separate sale of the key or code from the prewritten computer software, regardless of how the sale may characterized by the vendor or by the purchaser.

The term "sale at retail" or "retail sale" does not include the sale of or charge made for:

(i) Custom software; or

(ii) The customization of prewritten software.

(b)(i) The term also includes the charge made to consumers for the right to access and use prewritten computer software, where possession of the software is maintained by the seller or a third party, regardless of whether the charge for the service is on a per use, per user, per license, subscription, or some other basis.

(ii)(A) The service described in (b)(i) of this subsection 5 includes the right to access and use prewritten software to perform data processing.

(B) For purposes of this subsection (b)(ii) "data processing" means the systematic performance of operations on data to extract the required information in an appropriate form or to convert the data to usable information. Data processing includes check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities.

(6) "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right of way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state, the State of Washington, or by the United States and which is used or to be used primarily for foot or vehicular traffic including mass transportation vehicles of any kind. (Public road construction)

(7) "Sale at retail" or "retail sale" shall also include the sale of or charge made for an extended warranty to a consumer. For purposes of this subsection, "extended warranty" means an agreement for a specified duration to perform the replacement or repair of tangible personal property at no additional charge or a reduced charge for tangible personal property, labor, or both, or to provide indemnification for the replacement or repair of tangible personal property,

based on the occurrence of specified events. The term "extended warranty" does not include an agreement, otherwise meeting the definition of extended warranty in this subsection, if no separate charge is made for the agreement and the value of the agreement is included in the sales price of the tangible personal property covered by the agreement.

(8) "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to chapter 35.82 RCW, including the installing, or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation (government contracting).

(9) "Sale at retail" or "retail sale" shall not include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States, any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other byproducts of weapons production and nuclear research and development. [This should be reported under the service and other classification.]

(10) "Sale at retail" or "retail sale" shall not include the sale of or charge made for labor and services rendered for environmental remedial action. [This should be reported under the service and other classification.]

(11) "Sale at retail" or "retail sale" shall also include the following sales to consumers of digital goods, digital codes, and digital automated services:

- (a) Sales in which the seller has granted the purchaser the right of permanent use;
- (b) Sales in which the seller has granted the purchaser a right of use that is less than permanent;
- (c) Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and
- (d) Sales in which the purchaser is obligated to make continued payment as a condition of the sale.

A retail sale of digital goods, digital codes, or digital automated services under this subsection 5(11) includes any services provided by the seller exclusively in connection with the digital goods, digital codes, or digital automated services, whether or not a separate charge is made for such services.

For purposes of this subsection, "permanent" means perpetual or for an indefinite or unspecified length of time. A right of permanent use is presumed to have been granted unless the agreement between the seller and the purchaser specifies or the circumstances surrounding the transaction suggest or indicate that the right to use terminates on the occurrence of a condition subsequent.

(12) "Sale at retail" or "retail sale" shall also include the installing, repairing, altering, or improving of digital goods for consumers.

"Sale at wholesale," "wholesale sale." "Sale at wholesale" or "wholesale sale" means any sale of tangible personal property, digital goods, digital codes, digital automated services, prewritten computer software, or services described in section 5(11), which is not a retail sale, and any charge made for labor and services rendered for persons who are not consumers, in respect to real or personal property and retail services, if such charge is expressly defined as a retail sale or retail service when rendered to or for consumers. Sale at wholesale also includes the sale of telephone business to another telecommunications company as defined in RCW 80.04.010 for the purpose of resale, as contemplated by RCW 35.21.715.

"Services." No definition.

"Taxpayer." "Taxpayer" means any "person", as herein defined, liable for the collection of any tax or fee under this chapter, or who engages in any business or who performs any act for which a tax or fee is imposed by this chapter.

"Value proceeding or accruing." "Value proceeding or accruing" means the consideration, whether money, credits, rights, or other property expressed in terms of money, a person is entitled to receive or which is actually received or accrued. The term shall be applied, in each case, on a cash receipts or accrual basis according to which method of accounting is regularly employed in keeping the books of the taxpayer.

"Value of products." (1) The value of products, including by-products, extracted or manufactured, shall be determined by the gross proceeds derived from the sale thereof whether such sale is at wholesale or at retail, to which shall be added all subsidies and bonuses received from the purchaser or from any other person with respect to the extraction, manufacture, or sale of such products or by-products by the seller.

(2) Where such products, including by-products, are extracted or manufactured for commercial or industrial use; and where such products, including by-products, are shipped, transported or transferred out of the City, or to another person, without prior sale or are sold under circumstances such that the gross proceeds from the sale are not indicative of the true value of the subject matter of the sale; the value shall correspond as nearly as possible to the gross proceeds from sales in this state of similar products of like quality and character, and in similar quantities by other taxpayers, plus the amount of subsidies or bonuses ordinarily payable by the purchaser or by any third person with respect to the extraction, manufacture, or sale of such products. In the absence of sales of similar products as a guide to value, such value may be determined upon a cost basis. In such cases, there shall be included every item of cost attributable to the particular article or article extracted or manufactured, including direct and indirect overhead costs. The Director may prescribe rules for the purpose of ascertaining such values. (3) Notwithstanding subsection (2) above, the value of a product manufactured or produced for purposes of serving as a prototype for the development of a new or improved product shall correspond to (a) the retail selling price of such new or improved product when first offered for sale; or (2) the value of materials incorporated into the prototype in cases in which the new or improved product is not offered for sale.

"Wholesaling." "Wholesaling" means engaging in the activity of making sales at wholesale, and is reported under the wholesaling classification.

5.112.050 Imposition of the tax - tax or fee levied. (1) Except as provided in subsection (2) of this section, there is hereby levied upon and shall be collected from every person a tax for the act or privilege of engaging in business activities within the City, whether the person's office or place of business be within or without the City. The tax shall be in amounts to be determined by application of rates against gross proceeds of sale, gross income of business, or value of products, including by-products, as the case may be, as follows:

(a) Upon every person engaging within the City in any professional health care service; as to such persons, the amount of tax on account of such activities shall be equal to the gross income of the business multiplied by the rate of fifteen hundredths of one percent (.15%).

(2) The gross receipts tax imposed in this section shall not apply to any person whose gross proceeds of sales, gross income of the business, and value of products, as the case may be, from all activities conducted within the City during any calendar year is equal to or less than \$12,000,000, or is equal to or less than \$3,000,000 during any quarter if on a quarterly reporting basis.

5.112.060 Use of Funds. The use funds received from the tax imposed hereunder shall be deposited in the City street fund for the care maintenance, and improvement of City streets.

5.112.070 Multiple activities credit when activities take place in one or more cities with eligible gross receipt taxes.

- (1) Persons who engage in business activities that are within the purview of two (2) or more subsections of 5.112.050 shall be taxable under each applicable subsection.
- (2) Notwithstanding anything to the contrary herein, if imposition of the City's tax would place an undue burden upon interstate commerce or violate constitutional requirements, a taxpayer shall be allowed a credit to the extent necessary to preserve the validity of the City's tax, and still apply the City tax to as much of the taxpayer's activities as may be subject to the City's taxing authority.
- (3) To take the credit authorized by this section, a taxpayer must be able to document that the amount of tax sought to be credited was paid upon the same gross receipts used in computing the tax against which the credit is applied.

5.112.075 Deductions to prevent multiple taxation of manufacturing activities and prior to January 1, 2008, transactions involving more than one city with an eligible gross receipts tax.

- (1) Amounts subject to an eligible gross receipts tax in another city that also maintains nexus over the same activity. For taxes due prior to January 1, 2008, a taxpayer that is subject to an eligible gross receipts tax on the same activity in more than one jurisdiction may be entitled to a deduction as follows:
 - (a) A taxpayer that has paid an eligible gross receipts tax, with respect to a sale of goods or services, to a jurisdiction in which the goods are delivered or the services are provided may deduct an amount equal to the gross receipts used to measure that tax from the measure of the tax owed to the City.
 - (b) Notwithstanding the above, a person that is subject to an eligible gross receipts tax in more than one jurisdiction on the gross income derived from intangibles such as royalties, trademarks, patents, or goodwill shall assign those gross receipts to the jurisdiction where the person is domiciled (its headquarters is located).
 - (c) A taxpayer that has paid an eligible gross receipts tax on the privilege of accepting or executing a contract with another city may deduct an amount equal to the contract price used to measure the tax due to the other city from the measure of the tax owed to the City.
- (2) Person manufacturing products within and without. A person manufacturing products within the City using products manufactured by the same person outside the City may deduct from the measure of the manufacturing tax the value of products manufactured outside the City and included in the measure of an eligible gross receipts tax paid to the other jurisdiction with respect to manufacturing such products.

5.112.076 Assignment of gross income derived from intangibles.

Gross income derived from the sale of intangibles such as royalties, trademarks, patents, or goodwill shall be assigned to the jurisdiction where the person is domiciled (its headquarters is located).

5.112.077 Allocation and apportionment of income when activities take place in more than one jurisdiction.

Effective January 1, 2008, gross income, other than persons subject to the provisions of chapter 82.14A RCW, shall be allocated and apportioned as follows:

(1) Gross income derived from all activities other than those taxed as service or royalties under 5.112.050 (a) shall be allocated to the location where the activity takes place.

(2) In the case of sales of tangible personal property, the activity takes place where delivery to the buyer occurs.

(3) In the case of sales of digital products, the activity takes place where delivery to the buyer occurs. The delivery of digital products will be deemed to occur at:

(a) The seller's place of business if the purchaser receives the digital product at the seller's place of business;

(b) If not received at the seller's place of business, the location where the purchaser or the purchaser's donee, designated as such by the purchaser, receives the digital product, including the location indicated by instructions for delivery to the purchaser or donee, known to the seller;

(c) If the location where the purchaser or the purchaser's donee receives the digital product is not known, the purchaser's address maintained in the ordinary course of the seller's business when use of this address does not constitute bad faith;

(d) If no address for the purchaser is maintained in the ordinary course of the seller's business, the purchaser's address obtained during the consummation of the sale, including the address of a purchaser's payment instrument, if no other address is available, when use of this address does not constitute bad faith; and

(e) If no address for the purchaser is obtained during the consummation of the sale, the address where the digital good or digital code is first made available for transmission by the seller or the address from which the digital automated service or service described in RCW 82.04.050 (2)(g) or (6)(b) was provided, disregarding for these purposes any location that merely provided the digital transfer of the product sold.

(4) If none of the methods in subsection [insert city code reference to .077(3)] for determining where the delivery of digital products occurs are available after a good faith effort by the taxpayer to apply the methods provided in subsections [insert city code reference to .077(3)(a) through .077(3)(e)], then the city and the taxpayer may mutually agree to employ any other method to effectuate an equitable allocation of income from the sale of digital products. The taxpayer will be responsible for petitioning the city to use an alternative method under this subsection [insert city code reference to .077(D)]. The city may employ an alternative method for allocating the income from the sale of digital products if the methods provided in subsections [insert city code reference to .077(3)(a) through .077(3)(e)] are not available and the taxpayer and the city are unable to mutually agree on an alternative method to effectuate an equitable allocation of income from the sale of digital products.

(5) For purposes of subsections [insert city code reference to .077(3)(a) through .077(3)(e)], "Receive" has the same meaning as in RCW 82.32.730.

(6) Gross income derived from activities taxed as services and other activities taxed under 5.112.050 (a) shall be apportioned to the city by multiplying apportionable income by a fraction, the numerator of which is the payroll factor plus the service-income factor and the denominator of which is two.

(a) The payroll factor is a fraction, the numerator of which is the total amount paid in the city during the tax period by the taxpayer for compensation and the denominator of which is the total compensation paid everywhere during the tax period. Compensation is paid in the city if:

(i) The individual is primarily assigned within the city;

(ii) The individual is not primarily assigned to any place of business for the tax period and the employee performs fifty percent or more of his or her service for the tax period in the city; or

(iii) The individual is not primarily assigned to any place of business for the tax period, the individual does not perform fifty percent or more of his or her service in any city and the employee resides in the city.

(b) The service income factor is a fraction, the numerator of which is the total service income of the taxpayer in the city during the tax period, and the denominator of which is the total service income of the taxpayer everywhere during the tax period. Service income is in the city if:

(i) The customer location is in the city; or

(ii) The income-producing activity is performed in more than one location and a greater proportion of the service-income-producing activity is performed in the city than in any other location, based on costs of performance, and the taxpayer is not taxable at the customer location; or

(iii) The service-income-producing activity is performed within the city, and the taxpayer is not taxable in the customer location.

(c) If the allocation and apportionment provisions of this subsection do not fairly represent the extent of the taxpayer's business activity in the city or cities in which the taxpayer does business, the taxpayer may petition for or the tax administrators may jointly require, in respect to all or any part of the taxpayer's business activity, that one of the following methods be used jointly by the cities to allocate or apportion gross income, if reasonable:

(i) Separate accounting;

(ii) The use of a single factor;

(iii) The inclusion of one or more additional factors that will fairly represent the taxpayer's business activity in the city; or

(iv) The employment of any other method to effectuate an equitable allocation and apportionment of the taxpayer's income.

(7) The definitions in this subsection apply throughout this section.

(a) "**Apportionable income**" means the gross income of the business taxable under the service classifications of a city's gross receipts tax, including income received from activities outside the city if the income would be taxable under the service classification if received from activities within the city, less any exemptions or deductions available.

(b) "**Compensation**" means wages, salaries, commissions, and any other form of remuneration paid to individuals for personal services that are or would be included in the individual's gross income under the federal internal revenue code.

(c) "**Individual**" means any individual who, under the usual common law rules applicable in determining the employer-employee relationship, has the status of an employee of that taxpayer.

(d) "**Customer location**" means the city or unincorporated area of a county where the majority of the contacts between the taxpayer and the customer take place.

(e) "**Primarily assigned**" means the business location of the taxpayer where the individual performs his or her duties.

(f) "**Service-taxable income**" or "**service income**" means gross income of the business subject to tax under either the service or royalty classification.

(g) "**Tax period**" means the calendar year during which tax liability is accrued. If taxes are reported by a taxpayer on a basis more frequent than once per year, taxpayers shall calculate the factors for the previous calendar year for reporting in the current calendar year and correct the reporting for the previous year when the factors are calculated for that year, but not later than the end of the first quarter of the following year.

(h) "**Taxable in the customer location**" means either that a taxpayer is subject to a gross receipts tax in the customer location for the privilege of doing business, or that the government where the customer is located has the authority to subject the taxpayer to gross receipts tax regardless of whether, in fact, the government does so.

(8) Assignment or apportionment of revenue under this Section shall be made in accordance with and in full compliance with the provisions of the interstate commerce clause of the United States Constitution where applicable.

5.112.078 Allocation and apportionment of printing and publishing income when activities take place in more than one jurisdiction.

Notwithstanding RCW 35.102.130, effective January 1, 2008, gross income from the activities of printing, and of publishing newspapers, periodicals, or magazines, shall be allocated to the principal place in this state from which the taxpayer's business is directed or managed. As used in this section, the activities of printing, and of publishing newspapers, periodicals, or magazines, have the same meanings as attributed to those terms in RCW 82.04.280(1) by the department of revenue.

5.112.090 Exemptions.

(1) **Public utilities.** This chapter shall not apply to any person in respect to a business activity with respect to which tax liability is specifically imposed under the provisions of Chapter 5.84 WCC.

(2) **Investments - dividends from subsidiary corporations.** (a) This chapter shall not apply to amounts derived by persons, other than those engaging in banking, loan, security, or other financial businesses, from investments or the use of money as such, and also amounts derived as dividends by a parent from its subsidiary corporations.

(3) **Insurance business.** This chapter shall not apply to amounts received by any person who is an insurer or their appointed insurance producer upon which a tax based on gross premiums is paid to the state pursuant to RCW 48.14.020, and provided further, that the provisions of this subsection shall not exempt any bonding company from tax with respect to gross income derived from the completion of any contract as to which it is a surety, or as to any liability as successor to the liability of the defaulting contractor.

(4) **Employees.**

(a) This chapter shall not apply to any person in respect to the person's employment in the capacity as an employee or servant as distinguished from that of an independent contractor. For the purposes of this subsection, the definition of employee shall include those persons that are defined in the Internal Revenue Code, as hereafter amended.

(b) A booth renter is an independent contractor for purposes of this chapter.

(5) **Amounts derived from sale of real estate.** This chapter shall not apply to gross proceeds derived from the sale of real estate. This, however, shall not be construed to allow an exemption of amounts received as commissions from the sale of real estate, nor as fees, handling charges, discounts, interest or similar financial charges resulting from, or relating to, real estate transactions. This chapter shall also not apply to amounts received for the rental of real estate if the rental income is derived from a contract to rent for a continuous period of thirty (30) days or longer.

(6) **Mortgage brokers' third-party provider services trust accounts.** This chapter shall not apply to amounts received from trust accounts to mortgage brokers for the payment of third-party costs if the accounts are operated in a manner consistent with RCW 19.146.050 and any rules adopted by the director of financial institutions.

(7) **Amounts derived from manufacturing, selling or distributing motor vehicle fuel.** This chapter shall not apply to the manufacturing, selling, or distributing motor vehicle fuel, as the term "motor vehicle fuel" is defined in RCW 82.36.010 and exempt under RCW 82.36.440, provided that any fuel not subjected to the state fuel excise tax, or any other applicable deduction or exemption, will be taxable under this chapter.

(8) **Amounts derived from liquor, and the sale or distribution of liquor.** This chapter shall not apply to liquor as defined in RCW 66.04.010 and exempt in RCW 66.08.120.

(9) **Casual and isolated sales.** This chapter shall not apply to the gross proceeds derived from casual or isolated sales.

(10) **Accommodation sales.** This chapter shall not apply to sales for resale by persons regularly engaged in the business of making retail sales of the type of property so sold to other persons similarly engaged in the business of selling such property where (1) the amount paid by the buyer does not exceed the amount paid by the seller to the vendor in the acquisition of the article and (2) the sale is made as an accommodation to the buyer to enable the buyer to fill a bona fide existing order of a customer or is made within fourteen days to reimburse in kind a previous accommodation sale by the buyer to the seller.

(11) **Taxes collected as trust funds.** This chapter shall not apply to amounts collected by the taxpayer from third parties to satisfy third party obligations to pay taxes such as the retail sales tax, use tax, and admission tax.

5.112.100 Deductions. In computing the license fee or tax, there may be deducted from the measure of tax the following items:

(1) **Receipts from tangible personal property delivered outside the State.** In computing tax, there may be deducted from the measure of tax under retailing or wholesaling amounts derived from the sale of tangible personal property that is delivered by the seller to the buyer or the buyer's representative at a location outside the State of Washington.

(2) **Cash discount taken by purchaser.** In computing tax, there may be deducted from the measure of tax the cash discount amounts actually taken by the purchaser. This deduction is not allowed in arriving at the taxable amount under the extracting or manufacturing classifications with respect to articles produced or manufactured, the reported values of which, for the purposes of this tax, have been computed according to the "value of product" provisions.

(3) **Credit losses of accrual basis taxpayers.** In computing tax, there may be deducted from the measure of tax the amount of credit losses actually sustained by taxpayers whose regular books of account are kept upon an accrual basis.

(4) **Constitutional prohibitions.** In computing tax, there may be deducted from the measure of the tax amounts derived from business which the City is prohibited from taxing under the Constitution of the State of Washington or the Constitution of the United States.

(5) **Receipts From the Sale of Tangible Personal Property and Retail Services Delivered Outside the City but Within Washington.** Effective January 1, 2008, amounts included in the gross receipts reported on the tax return derived from the sale of tangible personal property delivered to the buyer or the buyer's representative outside the City but within the State of Washington may be deducted from the measure of tax under the retailing, retail services, or wholesaling classification.

(6) **Interest on investments or loans secured by mortgages or deeds of trust.** In computing tax, to the extent permitted by Chapter 82.14A RCW, there may be deducted from the measure of tax by those engaged in banking, loan, security or other financial businesses, amounts derived from interest received on investments or loans primarily secured by first mortgages or trust deeds on non-transient residential properties.

5.112.120 Tax part of overhead.

It is not the intention of this chapter that the taxes or fees herein levied upon persons engaging in business be construed as taxes or fees upon the purchasers or customer, but that such taxes or fees shall be levied upon, and collectible from, the person engaging in the business activities herein designated and that such taxes or fees shall constitute a part of the cost of doing business of such persons.

5.112.130 Severability Clause.

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the provision to other persons or circumstances shall not be affected.

SECTION TWO

REFERENDUM

Pursuant to RCW 35.21.706, this Ordinance shall be in full force and effect seven (7) days after approval unless a referendum petition is filed pursuant to this section. The referendum procedure shall be as follows:

1. Within seven (7) days after the approval of this Ordinance, a referendum petition, if any, must be filed with the City Clerk.
2. Within ten (10) days of said filing, the City Clerk shall confer with the petitioner concerning the form and style of the petition and shall issue the petition an identification number and shall issue an accurate, concise and positive ballot title from the Chelan County Auditor.
3. The petitioner shall have thirty (30) days in which to secure the signatures of not less than fifteen percent (15%) of the registered voters of the City, as of the last municipal general election, upon petition forms which shall contain the ballot title and the full text of the measure to be referred.
4. The City Clerk shall verify the sufficiency of the signatures on the petition and if sufficient valid signatures are properly submitted, shall certify the referendum measure to the next election ballot within the City or at a special election ballot as provided pursuant to RCW 35.17.260 (2).

SECTION THREE

EFFECTIVE DATE

This Ordinance shall be effective seven (7) days after its passage unless a referendum petition is filed pursuant to Section Two of this Ordinance. If the petitioner of a referendum petition does not secure the required signatures as set forth in Section Two above, then this Ordinance shall become effective immediately upon the expiration of the thirty (30) day period to gather signatures as set forth in Section Two above. If a referendum election is held and the referendum is not approved by the voters required by law, then this Ordinance shall become effective immediately after the election results are verified by the City Clerk.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE 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

**AGREEMENT BETWEEN CITY OF WENATCHEE AND
CONFLUENCE HEALTH FOR PAYMENT IN LIEU OF PROPERTY TAXES**

THIS AGREEMENT is made and entered into between the City of Wenatchee, a municipal corporation of the State of Washington (“the City”) and Confluence Health, an affiliation between Central Washington Hospital and Wenatchee Valley Medical Center, a Washington nonprofit corporation (“Confluence Health”).

WHEREAS, Confluence Health is a nonprofit tax-exempt organization providing health care services with its headquarters located in Wenatchee, Washington; and

WHEREAS, the City is a municipal corporation providing municipal services including transportation and utility infrastructure, and public safety services; and

WHEREAS, the Mayor’s Sustainability Committee recommended, and the City is committed to, a series of actions to improve the City’s financial health; and

WHEREAS, the City’s Pavement Management Committee recommended improvements to the City’s long-term street maintenance; and

WHEREAS, Confluence Health desires to contribute to the long-term sustainability of the City streets; and

WHEREAS, the City and Confluence Health recognize their shared interests and desire to enter into this Agreement for payment in lieu of property taxes for the mutual support of each other.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the payment in lieu of property taxes by Confluence Health to the City.

2. Payment. Confluence Health agrees to make an annual payment in lieu of property taxes to the City in the initial sum of Three Hundred Thirty Thousand Dollars (\$330,000). Said amount shall be increased by one percent (1%) each year during the term of this Agreement. The payment shall be made in semi-annual installments with the first half due May 1 and the second half due November 1 of each year. Payments shall commence on or before May 1, 2018. Payments shall be made to “City Finance Department” and delivered to 129 South Chelan Avenue, Wenatchee, Washington 98801.

3. Use of Funds. The City agrees that the funds received from Confluence Health pursuant to this Agreement shall be committed to the care, maintenance and construction of City streets.

4. Term. The term of this Agreement shall extend from January 1, 2018 to December 31, 2027; provided, however, that this Agreement shall automatically terminate on the effective date of a business and occupation tax applicable to Confluence Health enacted by the City during the term hereof.

5. Renewal. The parties agree to meet prior to September 1, 2027 in a good faith effort to negotiate a new Agreement.

6. Notices. The contact information for the City and Confluence Health is as follows:

City of Wenatchee
Mayor
129 S. Chelan Ave.
Wenatchee, WA 98801
509-888-6204

Confluence Health
General Manager
820 N. Chelan Ave.
Wenatchee, WA 98801
509-663-8711

7. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each party hereto.

8. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. Any modification to this Agreement shall be in writing and signed by both parties.

CITY OF WENATCHEE

By _____
FRANK KUNTZ
Mayor

Date: _____

CONFLUENCE HEALTH

By _____
PETER RUTHERFORD, M.D.
General Manager

Date: _____

STATE OF WASHINGTON)
) ss.
 County of Chelan)

I certify that I know or have satisfactory evidence that Frank Kuntz is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Mayor of the City of Wenatchee to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2017.

 (signature)

 (printed or typed name)
 NOTARY PUBLIC, State of Washington
 My Commission Expires _____

STATE OF WASHINGTON)
) ss.
 County of Chelan)

I certify that I know or have satisfactory evidence that Peter Rutherford, M.D. is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the General Manager of Confluence Health to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2017.

 (signature)

 (printed or typed name)
 NOTARY PUBLIC, State of Washington
 My Commission Expires _____



MEMO

Parks, Recreation and Cultural Services Department

To: Mayor Kuntz and City Council Members
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Date: November 21, 2017
Re: Arts, Recreation and Parks Commission appointments

ACTION REQUESTED

Move approval of Resolution 2018-67 re-appointing Marlin Peterson to position seven of the Wenatchee Arts, Recreation and Parks Commission with a term expiring December 31, 2018.

Move approval of Resolution 2018-66 appointing Dan Langager to position eight of the Wenatchee Arts, Recreation and Parks Commission with a term expiring December 31, 2018.

Move approval of Resolution 2018-64 appointing Blake Morrell to position four of the Wenatchee Arts, Recreation and Parks Commission with a term expiring December 31, 2020.

Move approval of Resolution 2018-65 appointing Brooke Page to position five of the Wenatchee Arts, Recreation and Parks Commission with a term expiring December 31, 2020.

BACKGROUND – ARTS, RECREATION AND PARKS COMMISSION

The Arts, Recreation and Parks Commission is a nine-member citizen volunteer commission that serves in an advisory capacity to the Wenatchee City Council. The primary functions of the Commission are to:

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

The Commission currently has five vacancies. One was created as the result of a member moving out of State, one vacancy was created when a Commissioner completed his second and final term and a third opening was created when a Commissioner recently resigned due to increased work commitments. There are two additional positions open from the expiration of terms at the end of 2017.

At their November 21, 2017 meeting, the Arts, Recreation and Park Commission interviewed the candidates and recommend the appointments and re-appointment.

Copies of their applications are attached.

RESOLUTION NO. 2017-64

A RESOLUTION, appointing a member to the Arts, Recreation and Parks Commission.

WHEREAS, a vacancy exists on the Arts, Recreation and Parks Commission; and

WHEREAS, at their November 21, 2017 meeting the Arts, Recreation and Parks Commission interviewed and unanimously recommended Blake Morrell to be appointed to the Commission; and

WHEREAS, Blake Morrell will bring valuable recreation program experience to the Commission.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following appointment to the Arts, Recreation and Parks Commission Position Four with a term ending on December 31, 2020:

NAME & ADDRESS

Blake Morrell
23 North Garfield Avenue
Wenatchee, WA 98801

TERM EXPIRES

December 31, 2020

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 7th day of December 2017.

CITY OF WENATCHEE,
a Municipal Corporation

By: _____
FRANK KUTNZ, 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 checked="" 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 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: Morrell First Name: Blake Initial: A

Physical Address: 23 N Garfield Ave. City: Wenatchee Zip: 98801

Mailing Address: 23 N Garfield Ave. City: Wenatchee Zip: 98801

Day Phone: (509) 860-6708 Evening Phone: (509) 860-6708

E-mail: blkmorrell@gmail.com Years lived in Wenatchee Valley: 19

Occupation: Teacher Years of Experience: 3

Work Address: 850 N Western Ave City: Wenatchee Zip: 98801

Education and Formal Training: MA in Teaching University of WA, BA in Early Childhood and Family Studies University of WA

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: Wenatchee Parks and Recreation, various events Length of Service: 10 years

Organization and Duties: Special Olympics Washington, winter games gym captain Length of Service: 8 years

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: I am very passionate about music. I was part of many symphonies, marching band and other groups throughout the state.

Experience related to the Commission/Board: Closely worked with the parks department on events throughout the years.
I work in a profession that has a close relationship with the city and is frequently involved with various aspects of arts, parks and recreation.

Why are you seeking this appointment? To get involved in the community and help Wenatchee continue to grow and thrive.

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

If yes, please explain: _____

REFERENCES

Name: Brooke Page
Address: _____ City: Wenatchee Zip: 98801
Phone: _____ Email: page.b@wenatcheeschools.org
Occupation: Teacher Years known: 2

Name: Cheri Dundas
Address: _____ City: Wenatchee Zip: 98801
Phone: _____ Email: dundas.c@wenatcheeschools.org
Occupation: Teacher Years known: 2

Name: David Pritchard
Address: _____ City: Wenatchee Zip: 98801
Phone: 509-393-1373 Email: _____
Occupation: Custodian Years known: 9

AFFIDAVIT OF APPLICANT

I, Blake Morrell, 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.

Blake Morrell Digitally signed by Blake Morrell
Date: 2017.10.16 06:54:59 -0700
(Signature)
Date: 10/16/2017



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

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

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

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

Signed: Blake Morrell Date: 10/16/2017

RESOLUTION NO. 2017-65

A RESOLUTION, appointing a member to the Arts, Recreation and Parks Commission.

WHEREAS, a vacancy exists on the Arts, Recreation and Parks Commission; and

WHEREAS, at their November 21, 2017 meeting the Arts, Recreation and Parks Commission interviewed and unanimously recommended Brooke Page to be appointed to the Commission; and

WHEREAS, Brooke Page will bring valuable experience to the Commission.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following appointment to the Arts, Recreation and Parks Commission Position Five with a term ending on December 31, 2020:

NAME & ADDRESS

Brooke Page
1220 Gossman Lane
Wenatchee, WA 98801

TERM EXPIRES

December 31, 2020

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 7th day of December 2017.

CITY OF WENATCHEE,
a Municipal Corporation

By: _____
FRANK KUTNZ, 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 checked="" 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 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: Page First Name: Brooke Initial: B

Physical Address: 1220 Gossman Ln. City: Wenatchee Zip: 98801

Mailing Address: _____ City: _____ Zip: _____

Day Phone: 509-293-3363 Evening Phone: 509-662-5909

E-mail: mcbridepage97@gmail.com Years lived in Wenatchee Valley: 11

Occupation: Teacher Years of Experience: 15

Work Address: 850 Western Ave. City: Wenatchee Zip: 98801

Education and Formal Training: BA in Spanish, MA in Elementary Ed.

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: Board of Children's Home Society Length of Service: 4 ye

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 served on the board of the Children's Home Soc

Why are you seeking this appointment? I am seeking this appointment to serve in the communi

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

If yes, please explain: _____

REFERENCES

Name: Doug Head
Address: 1211 Red Apple Rd City: Wenatchee Zip: 98801
Phone: 393-9933 Email: headsup@genext.net
Occupation: Former director of the Children's Home Society Years known: 11

Name: Kevin Loomis
Address: 850 Western Ave. City: Wenatchee Zip: 98801
Phone: 664-8930 Email: loomis.k@wenatcheeschools.org
Occupation: Principal, John Newbery Years known: 6

Name: Greg Lovercamp
Address: 1911 N Wenatchee Ave. City: Wenatchee Zip: 98801
Phone: 662-6417 Email: lovercamp.g@wenatcheeschools.org
Occupation: Principal Years known: 10

AFFIDAVIT OF APPLICANT

I, Brooke Page, 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: 10/13/17



**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

RESOLUTION NO. 2017-66

A RESOLUTION, appointing a member to the Arts, Recreation and Parks Commission.

WHEREAS, a vacancy exists on the Arts, Recreation and Parks Commission; and

WHEREAS, at their November 21, 2017 meeting the Arts, Recreation and Parks Commission interviewed and unanimously recommended Dan Langager to be appointed to the Commission; and

WHEREAS, Dan Langager will bring valuable experience to the Commission.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following appointment to the Arts, Recreation and Parks Commission Position eight with a term ending on December 31, 2018:

NAME & ADDRESS

Dan Langager
1107 Westwood Avenue #12
Wenatchee, WA 98801

TERM EXPIRES

December 31, 2018

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 7th day of December 2017.

CITY OF WENATCHEE,
a Municipal Corporation

By: _____
FRANK KUTNZ, 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 checked="" 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 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: Langager First Name: Dan Initial: S

Physical Address: 1107 Westwood Ave #12 City: Wenatchee Zip: 98801

Mailing Address: " City: " Zip: "

Day Phone: 509-679-3735 Evening Phone: (same)

E-mail: dan@kohoradio.com Years lived in Wenatchee Valley: ~ 15

Occupation: News Director, KOHO 101 FM Years of Experience: 4.5

Work Address: 32 N. Mission St. City: Wenatchee Zip: 98801

Education and Formal Training: Bachelors of Arts in English, Western Wash. University

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>Plug In NCW, board member</u> | Length of Service: <u>3.5 years</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: Strong communication and listening skills, experience being on a board, parks lover

Experience related to the Commission/Board: I have close to four years
experience being on a volunteer board. My work as a reporter
and radio anchor has taught me strong listening and communication
skills. In my capacity at KOTV, I've interviewed Dave, Sascha and
Caryl many times and reported on Saddle Rock, Hale Park and other Wenatchee
happenings.

Why are you seeking this appointment? I'm seeking this position because I'm
invested in Wenatchee parks and art. I frequent Castle Rock,
Hale Park, Saddle Rock and others regularly. I've seen the growth
in arts downtown and recreation programs over the last few years
and hope I can help continue that positive trend.

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

If yes, please explain: However, in reporting on board decisions, our other
reporter at KOTV may have to cover them to
avoid even the perception of conflict.

REFERENCES


Name: Sascha Smith
Address: 1350 McKittrick St. City: Wenatchee, WA Zip: 98801
Phone: 888-3283 Email: SSmith@wenatchee.wa.gov
Occupation: Recreation Coordinator, Wen. Parks + Rec Years known: 13

Name: Elliott Salmon
Address: 32 N. Mission St. City: Wenatchee WA Zip: 98801
Phone: 667-2400 Email: e.salmon@kohoradio.com
Occupation: General Manager, Icicle Broadcasting Inc. Years known: 4.5

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

AFFIDAVIT OF APPLICANT

I, Daniel Langager, 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: 11/7/17



**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: 11/7/17

RESOLUTION NO. 2017-67

A RESOLUTION, re-appointing a member to the Arts, Recreation and Parks Commission.

WHEREAS, Marlin Peterson has completed his first term on the Arts, Recreation and Parks Commission and has applied for a second term; and

WHEREAS, on November 21, 2017 the Arts, Recreation and Parks Commission interviewed candidates and reviewed applications for the Commission; and

WHEREAS, Marlin Peterson was recommended by the Commission for re-appointment to the Arts, Recreation and Parks Commission.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following appointment to Arts, Recreation and Parks Commission Position Seven with a term ending on December 31, 2018:

NAME & ADDRESS

TERM EXPIRES

Marlin Peterson
1900 Skyline Drive
Wenatchee, WA 98801

December 31, 2018

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 7th day of December 2017.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney



COMMISSION/BOARD INFORMATION

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

- | | |
|---|---|
| <input checked="" 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 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: Peterson First Name: Marlin Initial: A

Physical Address: 1900 Skyline Drive City: Wenatchee Zip: 98801

Mailing Address: Same City: _____ Zip: _____

Day Phone: 509 881 8652 Evening Phone: _____

E-mail: marlinpeterson@gmail.com Years lived in Wenatchee Valley: 5

Occupation: freelance illustrator, instructor at WVC Years of Experience: 10

Work Address: same as home City: _____ Zip: _____

Education and Formal Training: BA History at WWU, Science Illustration UCSC

Have you ever been convicted of a felony or released from prison? Yes No

(A conviction record will not necessarily bar you from serving. Factors such as the nature and gravity of the crime, the length of time that has passed since the conviction and/or completion of any sentence, and the nature of the position for which you have applied will be considered.)

Volunteer/Community Experience:

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: _____

I have been involved with a wide array of public art, mostly in the form of murals. I have traveled widely and enjoy and appreciate the role public art plays in all cities.

Why are you seeking this appointment?

I love Wenatchee, and have taken part in some of the public art in Wenachee. I would find it enriching to be a part of the path that Wenatchee takes in adding new public art in the future.

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

If yes, please explain:

REFERENCES

Name: Scott Bailey
Address: Via dei Pepi, 62, 50121 City: Firenze, Italy Zip: _____
Phone: 011 39 345 9716993 Email: bailey.scott.j@gmail.com
Occupation: Head of the art department Wenatchee Valley College Years known: 6

Name: Christine Bosa
Address: 1900 skyline drive City: Wenatchee Zip: 98801
Phone: 206 817 9774 Email: bosa.christine@gmail.com
Occupation: Nurse Practitioner CVCH Years known: 15

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

AFFIDAVIT OF APPLICANT

I, Marlin Peterson, 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.

Marlin A Peterson

(Signature) _____
Date: 04/04/17



MEMO

Parks, Recreation and Cultural Services Department

To: Mayor Kuntz and City Council
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Re: Saddle Rock Gateway
Date: November 16, 2017

ACTION REQUESTED:

Motion to accept the Saddle Rock Gateway Project as complete and authorize the Mayor to sign the final voucher contract certificate.

BACKGROUND:

This project has been seen by the City Council on many occasions previously from as early as 2006 when the Foothills Trails Plan and the Parks, Recreation and Open Space Comprehensive Plans were developed which identified a need to acquire and improve access to Saddle Rock; through the design process for the trailhead led by the Land Trust in 2010-13; the grant application process in 2010 through 2012 for the acquisition of Saddle Rock; and again for the grant application processes in 2012 and 2014 for the development of the gateway and outdoor education area project. It was also discussed during the resolution of the Appleatchee encroachment issue and finally through the acquisition of the project site from 2013-2015.

Specifically for this grant construction project, City Council approved Resolution 2014-12 on March 13, 2014 which authorized a grant application to the State within the Washington Wildlife and Recreation Programs Local Parks Development Grant Program. The project was designed to construct a permanent trailhead at Saddle Rock to improve existing parking conditions, provide ADA access, new outdoor classroom opportunities, restrooms and interpretive opportunities.

Through the competitive grant process, this project ranked first in the State, was featured during funding board meetings with legislators and was the subject of several State awards.

On July 1, 2015 staff received official notification that the grant application was successful and received full funding with a total grant award of \$480,648.

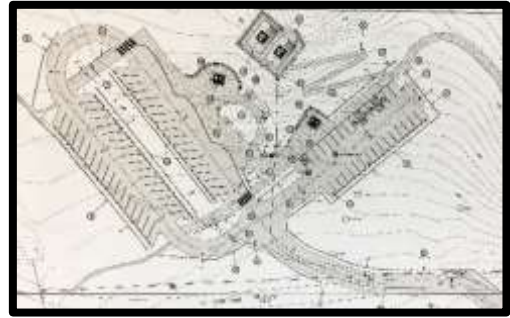


On October 22, 2015 the City Council approved Resolution 2015-61 authorizing the Mayor to sign the grant agreement with the State and the project continued to the development phase.

From October through December 2015 a request for proposals (RFP) solicitation was prepared to obtain proposals from qualified firms to complete final project engineering, bidding and construction management. On February 25, 2016 the City Council approved the selection of Pacific Engineering and final engineering commenced. It was completed in December 2016 and construction bid documents were prepared. Construction documents were reviewed and approved by the State.

On January 16, 2017 the construction phase of the project was advertised. Bids were received and reviewed by Pacific Engineering and department staff. Following this review, Hurst Construction was selected and awarded the construction contract by the City Council on February 9, 2017. Because of the favorable bids, the entire project was able to be completed at this time instead of a phased approach. Construction commenced in March 2017 and was physically completed on September 28, 2017. Primary construction elements included: Parking, lighting, EV charging station, restrooms, amphitheater, interpretive and regulatory signs, fencing, walkways, storm water control, drinking fountain, bike parking, and picnic shelters.

The overall grant project budget was estimated in 2014 at \$954,502. Excluding staff time, the project budget is estimated to finish at \$976,690.86. The cost differential from the original grant to the construction project was that the original project didn't include construction of the southern parking lot. It was added in when the bids were favorable and so the entire project could be completed at once. The added expense was covered by revenues received through the sale of the Wenatchi Park property. The amount paid to Hurst is \$774,788.92 with an estimated retainage of \$35,524.27 to be released when employment security, L&I, and department of revenue approvals are received. A copy of the complete project revenue/cost breakdown is available if desired.





MEMO

Parks, Recreation and Cultural Services Department

To: Mayor Kuntz and City Council
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Re: Hale Park Phase One
Date: November 16, 2017

ACTION REQUESTED:

Motion to accept the Hale Park Phase One Project as complete and authorize the Mayor to sign the final voucher contract certificate.

BACKGROUND:

The Hale family approached the City in early 2013 about donating five parcels of land totaling 4.97 acres for a future City Park. A review of the 2012-2018 PROS Plan and the parcels determined that accepting the properties was consistent with the goals and objectives contained in the plan. Also early in 2013, staff prepared a waiver of retroactivity request to the Washington State Recreation Conservation Office (RCO) and National Parks Service in the event the donation of the property was accepted by the City. This waiver allows for the reimbursement of certain acquisition related expenses and the use of the value of the property for grant match if a future successful grant application was made to either agency. The waiver of retroactivity was approved on by the State on March 29, 2013.

Following the completion of appraisals and environmental and cultural reviews, the City Council approved Resolution 2013-23 on April 25, 2013 which accepted the donation of the property for the park. For the remainder of 2013 a park design process which included workshops, community meetings and surveys was conducted to develop a conceptual plan for the park area. The concept plan was then used to prepare a funding strategy for the park.



On March 13, 2014 the City Council authorized the submittal of a grant application to the state Recreation Conservation Office for the project. At that time, the funding request was anticipated to be in the \$450,000- \$500,000 range with specific design elements to be determined during the development of the grant application to match available funding, positive scoring ability and required elements. Elements targeted included: Parking, lighting, acquisition costs, fencing, ADA accessible walkways, utilities and the first phase of the off leash recreation area. Over the next six months during the grant application process as the project and available budget was refined, the scope of the project was also narrowed. The major project elements included: Property acquisition, project engineering, off leash recreation area, fencing, water system, signs and landscaping.

On July 1, 2015 staff received notification from the state that the grant application was successful and to be fully funded with a total grant award of \$523,000.

On October 22, 2015 the City Council approved Resolution 2015-59 authorizing the Mayor to sign the grant agreement with the State and the construction phase of the project began. From October through December 2015 a request for proposals (RFP) solicitation was prepared to obtain proposals for project final engineering, and construction bidding and management. From this process, Pacific Engineering was selected to complete the project and a consultant agreement was approved by City Council on February 25, 2016. Final details and engineering was completed over the next 10 months.

On January 16, 2017 the phase one construction project was advertised. Bids were received and reviewed by Pacific Engineering and department staff. Following this review, Selland Construction was selected and awarded the construction contract by the City Council on February 9, 2017. Construction commenced in April 2017 and was physically completed on October 20, 2017. Primary construction elements included: Parking, lighting, grass picnic area, dog off leash recreation area, landscaping, storm water treatment, fences, utilities, signs and section of a walkway.



The overall grant project budget was estimated at \$1,054,923 in 2014. Excluding staff time, the project budget is estimated to finish at \$815,370.52. The amount paid to Selland is \$607,860.77 with a retainage of \$29,393.64 to be released when employment security, L&I, and department of revenue approvals are received. A copy of the complete project revenue/cost detail is available if desired.

What's next for the park?

Over a ten month period in 2016, two additional grant applications, (Federal Land and Water Conservation Fund and State Washington Wildlife and Recreation Program) for the construction of phase two of the park were completed. Based on project rankings, both grants totaling \$914,500 should be fully funded. If the State passes a capital budget and grants are accepted by the City, the final phase of the park construction would be completed in 2018/19. That phase would construct the children's play area, picnic shelter, skate park, security cameras, restrooms and additional landscaping.

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Ordinance 2017-30

DATE: November 29, 2017

The City of Wenatchee's Diversity Advisory Committee was formed in 2005 and the code for the committee has not been updated since that time. Following are changes recommended by the Committee:

- 1) Replace Committee with Council – This is a matter of semantics but the Committee felt it elevated the stature to be called the Diversity Advisory Council.
- 2) Section 1.50.015 Purpose: #6 was added as a result of the city's Federal Civil Rights audit and the Diversity Committee was designated as the advisory board to hold the annual hearing for ADA issues.
- 3) Section 1.50.030 Terms: The Diversity Committee discussed the pros and cons of term limits and decided that at this time it makes sense to end the limit of two terms. Often it is difficult to recruit members, especially those with expertise and passion for this topic and consistency is important in this area for affecting change. With this change it will allow Carrie Gavin to reapply. She is currently the Chair and would like to continue.
- 4) Section 1.50.040 Meetings and procedures: This section needed to be updated to reference the City's adopted Advisory Board procedures.

They will be holding a retreat at the end of January and may return with additional revisions to their code, however, they wanted these changes to take affect so their membership could continue.

Action Requested: City Council motion to approve Ordinance 2017-30 amending Chapter 1.50 of the Wenatchee City Code relating to the Advisory Committee on Diversity.

ORDINANCE NO. 2017-30

AN ORDINANCE, amending Chapter 1.50 of the Wenatchee City Code relating to the Advisory Committee on Diversity.

SECTION I

BE IT ORDAINED by the City Council of the City of Wenatchee that Chapter 1.50 of the Wenatchee City Code (WCC) relating to the Advisory Committee on Diversity shall be and hereby is amended to read as follows:

Chapter 1.50
ADVISORY ~~COMMITTEE~~COUNCIL
ON DIVERSITY

Sections:

- 1.50.010 Established.
- 1.50.015 Purpose.
- 1.50.020 Composition.
- 1.50.030 Appointment – Terms.
- 1.50.040 Meetings and procedures.

1.50.010 Established.

There is hereby established for the city of Wenatchee a citizen's advisory ~~committee~~ council to be known as the "diversity advisory ~~committee~~council." (Ord. 2006-16 § 1; Ord. 3111 § 1, 1994)

1.50.015 Purpose.

It is the purpose of the diversity advisory ~~committee~~council to advise the City Council on diversity conditions in the city and, among other things, to do the following:

- (1) Facilitate and coordinate discussions, training and events pertaining to diversity for the benefit of the community at large;

(2) Facilitate multi-cultural events and training to promote harmony and stability in the community;

(3) Recommend initiatives to help local government and the community ensure an equitable disbursement of public and private resources;

(4) Encourage participation by all sectors in the community's decision-making processes, including equal opportunity policies; and

(5) Recognize businesses, organizations and individuals for carrying out activities and programs that support the objectives of the diversity advisory ~~committee~~council. (Ord. 2006-16 § 3)

(6) Provide a forum for annual Americans with Disabilities Act concerns, complaints and activity.

1.50.020 Composition.

The ~~committee-council~~ shall consist of 11 to 16 members, of which the majority shall be residents of the city of Wenatchee, and one member shall be a Wenatchee area student. The council shall endeavor to include ~~on the committee~~ representatives of business, the community at large, agencies and organizations charged with diversity issues, multicultural representation, disadvantaged populations and governmental interests. (Ord. 2006-16 § 2; Ord. 99-2 § 1; Ord. 3111 § 2, 1994)

1.50.030 Appointment – Terms.

The ~~committee-council~~ members shall be appointed by the Wenatchee ~~city commission~~City Council to serve staggered three-year terms, ~~with a limit of two consecutive terms.~~ ~~Committee members may be removed by a majority vote of the city commission.~~ In addition, ~~members who, without being excused by a majority of the remaining committee members, fail to attend three consecutive regular meetings may be considered to have vacated their position and may be replaced, as provided for herein. Any member who ceases to have the qualifications for the position to which the member was appointed, as provided in WCC 1.50.020, shall be deemed to have forfeited his or her office.~~ (Ord. 3111 § 3, 1994)

1.50.040 Meetings and procedures.

(1) ~~The committee shall elect such officers as it deems necessary in order to conduct its business. The committee shall adopt such rules of procedure as it deems necessary.~~ The Council shall operate according to the City of Wenatchee's adopted Advisory Board procedures.

(2) Meetings shall be held no less than quarterly at Wenatchee City Hall with a preestablished agenda. All ~~committee-council~~ meetings shall be documented by the taking of minutes, which become an official and open record to be kept by City Hall. All requirements of the Open Public Meetings Act shall be followed by the ~~committee~~council.

(3) Supporting/advisory staff will be assigned to assist the ~~committee~~ council with issues or events deemed necessary and appropriate. (Ord. 3111 § 4, 1994)

SECTION II

If any one or more of the provisions of this ordinance shall be declared by a court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed severable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance.

SECTION III

This ordinance shall be in full force 30 days after its passage and publication as provided by law.


PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 7th day of December, 2017.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED: 
By: _____
STEVE D. SMITH, City Attorney

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Resolution 2017-58

DATE: November 29, 2017

The City of Wenatchee's Diversity Advisory Committee had five members with terms that ended December 31, 2017. Three have reapplied. If City Council has passed the changes to the Diversity Council code, then all three Diversity Council members can be reappointed. If City Council does not pass the ordinance changes, then Erin McCool and Pat Whitfield can be appointed. All members were considered at a Special Meeting of the Diversity Council on November 29th and recommended for reappointment.

Action Requested: City Council motion to approve Resolution 2017-58 appointing Patricia Whitfield, Erin McCool and Carrie Gavin to new three year terms on the City's Diversity Advisory Council ending December 31, 2020.

RESOLUTION NO. 2017-58

A RESOLUTION, reappointing members to the Diversity Advisory Committee for a three (3) year terms.

WHEREAS, Patricia Whitfield, Carrie Gavin and Erin McCool have each expressed an interest in continuing to serve as a member of the City of Wenatchee Diversity Advisory Committee for additional three year terms.

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

<u>NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Patricia Whitfield 516 North Montclair Avenue East Wenatchee, WA 98802	December 31, 2020
Carrie Gavin 1120 Cherry Street Wenatchee, WA 98801	December 31, 2020
Erin McCool 937 Highland Drive Wenatchee, WA 98801	December 31, 2020

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 7th day of December, 2017.

CITY OF WENATCHEE, a Municipal
Corporation

By _____
FRANK KUNTZ, Mayor

ATTEST:

By _____
TAMMY L. STANGER
City Clerk

APPROVED:

By _____
STEVE D. SMITH, City Attorney



City of Wenatchee
Volunteer Commission and Board Application

COMMISSION/BOARD INFORMATION

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

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

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

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

Last Name: Whitfield First Name: Patricia Initial: T.

Physical Address: 576 N. Montclair Ave. City: E. Wenatchee Zip: 98802

Mailing Address: Same City: _____ Zip: _____

Day Phone: 509-470-8804 Evening Phone: 509-470-8804

E-mail: chalkduster1@yahoo.com Years lived in Wenatchee Valley: 3

Occupation: Retired Educator Years of Experience: 40

Work Address: N/A City: _____ Zip: _____

Education and Formal Training: Ph.D.

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: See attachment.

Organization and Duties: _____	Length of Service: _____
Organization and Duties: _____	Length of Service: _____
Organization and Duties: _____	Length of Service: _____
Organization and Duties: _____	Length of Service: _____
Organization and Duties: _____	Length of Service: _____

Skills/Special Interests: Program design + development; grant writing; extended experience with diverse groups; advocating for inclusive communities

Experience related to the Commission/Board: I have expertise in multicultural education and diversity training with community groups for more than 30 years. I have taught both citizenship and English as a Second Language. It has been my honor to work with Latinos, Native Americans, Pacific Islanders, African Americans and other diverse people.

Why are you seeking this appointment? I am committed to fostering diversity and believe my background + expertise enables me to contribute in positive and productive ways to the Diversity Advisory Committee.

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

If yes, please explain: _____

REFERENCES

Name: Dr. Randie Gottlieb
Address: 1010 A Meadowlark Rd. City: Yakima WA Zip: 98903
Phone: 509-454-3662 Email: rg@yakima.net
Occupation: Director, Unity Works Years known: 20+

Name: Rev. Laura Shennum
Address: CUUE, 1560 Sunset Hwy, N City: E. Wenatchee Zip: 98802
Phone: 509-881-9658 Email: minister@cascadeuv.org
Occupation: Minister, Cascade Unitarian Universalist Fellowship Years known: 3

Name: Arlene Grover
Address: CASA, PO Box 2027 City: Wenatchee WA Zip: 98807
Phone: 509-662-7350 Email: arleneg@cdcasa.org
Occupation: Program Coordinator, Chelan-Douglas CASA Years known: 3

AFFIDAVIT OF APPLICANT

I, PATRICIA T. WHITFIELD, 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.

Patricia T. Whitfield
(Signature)
Date: 11/8/17

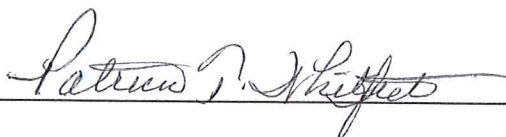


City of Wenatchee
Volunteer Board, Commission and Committee Responsibilities

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: 11/9/17

Patricia T. Whitfield

COMMUNITY INVOLVEMENT

Court Appointed Special Advocate (CASA), Wenatchee WA	3 years
Literacy Council, Wenatchee WA	3 years
Diversity Advisory Committee , Wenatchee WA	3 years
Volunteer Reader, Utah Library for the Blind, Salt Lake City UT	1 year
Volunteer Instructor, Second Language Learning Center, Salt Lake City UT	1 year
Board of Directors, First Things First, Yavapai County AZ	2 years
Board of Directors, Senior Community Center, Sedona AZ	3 years
Board of Directors, University Women of Sedona, Sedona AZ	2 years
Board of Directors, Sedona Public Library, Sedona AZ	3 years
Batesville Chamber of Commerce Education Committee, Batesville AR	4 years
Batesville Schools for the 21 st Century Advisory Board, Batesville AR	3 years
Batesville United Way Success by Six Program, Batesville AR	3 years
Board of Directors, Tri-Valley Private Industry Council, Yakima WA	2 years
Board of Directors, Annie Tran Center for Grief & Loss, Prosser WA	1 year



City of Wenatchee
Volunteer Commission and Board Application

COMMISSION/BOARD INFORMATION

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

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

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

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

Last Name: Gavin First Name: Carrie Initial: A

Physical Address: 1120 Cherry St City: Wenatchee Zip: 98801

Mailing Address: _____ City: _____ Zip: _____

Day Phone: 509-888-2377 Evening Phone: 509-860-7306

E-mail: cgavin@co.douglas.wa.us Years lived in Wenatchee Valley: 17

Occupation: Program Manager DD Years of Experience: 7

Work Address: 23 S Wenatchee Ave, Suite 203 City: Wenatchee Zip: 98801

Education and Formal Training: Bachelor of Social Science, minor Anthorpology and Psychology, SSA Benefit Planner

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: Diversity Council Chair/Member Length of Service: 4.5 years

Organization and Duties: Mission View PTO/Secretary/Chair Food Drive/Fundraiser/Theater Length of Service: 6 years

Organization and Duties: CUUF Religious Education Teacher Length of Service: 4.5 years

Organization and Duties: WSD Musical Built Sets/Props Length of Service: 6 years

Organization and Duties: Mission View Volunteer in classroom Length of Service: 9 years

Skills/Special Interests: Benefits Planning-Social Security Work Incentives, Medicaid, Research, Anthropology, Parenting, Science, Education, Women's rights, GLBT rights, Developmental Disabilities, hiking, yoga, cooking, dancing, RE teacher, community and social justice.

Experience related to the Commission/Board: I have served as a council member for 4.5 years, 2 years as chair. I am very proud of the work we have accomplished so far and looking forward to achieving our future goals. The council has been able to work with new partners such as, Our Valley Our Future and the Wenatchee Police Department. I have the skills, determination and passion to serve. My position at work is to support inclusion through employment for adults and students in high school transition who experience a developmental disability. We offer funding, resources, education, training, cooperation with stakeholders/partners and self advocacy.

Why are you seeking this appointment? It is exciting and rewarding to be part of such a dedicated group of individuals. There are new committees and goals the council has identified and dedicated time and resources to. I would like to continue to be involved in this work and serve our community.

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

If yes, please explain: _____

REFERENCES

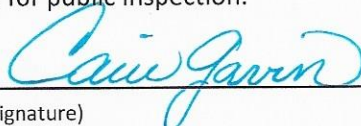
Name: Tamara Burns
Address: 5550 Big Springs Ranch RD City: Wenatchee Zip: 98801
Phone: 509-630-7305 Email: Tcardwell-burns@co.dougl.s.wa.us
Occupation: Chelan Douglas Developmental Disabilities Director Years known: 11.5

Name: Charity Duffy
Address: 1127 Jefferson St City: Wenatchee Zip: 98801
Phone: 509-771-9485 Email: charity.davidson@scjalliance.com
Occupation: Senior Planner SCJ Alliance Years known: 7

Name: Charity Bergman
Address: 1821 9th ST NE City: East Wenatchee Zip: 98802
Phone: 928-925-5530 Email: charity@uwcdc.org
Occupation: Regional Coordinator of United Way Years known: 1.5

AFFIDAVIT OF APPLICANT

I, Carrie Gavin, 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: November 29, 2017



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

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

Signed: _____

Craig Jansen

Date: _____

11/29/2017

MEMORANDUM

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Lodging Tax Advisory Committee Funding Recommendations

DATE: **November 27, 2017**

At the November 15th meeting of the Lodging Tax Advisory Committee (LTAC), the committee reviewed the recommendation of their subcommittee for the award of lodging tax funds to projects that have completed the recent application process. Two projects are recommended for funding: Wenatchee Convention Center capital and debt repayment and the destination marketing contract with the Wenatchee Valley Chamber of Commerce.

The spreadsheet that follows represents the updated lodging tax fund with the recommended awards included. Also included is a copy of the minutes from the LTAC meeting providing for the review of the recommendations and action of the LTAC. For this action, because this is a multiple year commitment for both the convention center and Chamber, Resolution 2017-63 commits the lodging tax dollars for the longer term for both projects.

Budget Impact: All awards are within the dollars available as included in the 2018 budget, and the spreadsheet provides a forecasted model with these projects included. In addition, Finance Director, Brad Posenjak, has a revised debt schedule showing the accelerated debt payments for the Convention Center debt. This accelerated plan results in \$531,565 in interest payments which is an ultimate savings of lodging tax dollars.

Council guidance for action: The City Council may only approve funding those projects that are on the list provided by the LTAC representing their application process. City Council may choose not to fund all projects on the list, however, the projects that are funded with lodging taxes must be on the list provided by the LTAC and the funding amounts must be the same.

COUNCIL ACTION: Motion to approve Resolution 2017-63 confirming the recommendations of the Lodging Tax Advisory Committee, and authorizing the Mayor to enter into a five year Municipal Services Agreement with the Wenatchee Valley Chamber of Commerce for Destination Marketing and Visitor Services including carrying out the Independence Day Celebration, and authorizing staff to fund City projects through a transfer of hotel-motel tax funds:

- 1) \$120,000 for the Convention Center restroom renovation; and
- 2) A five year commitment of an additional \$200,000 annually for debt service funds; and
- 3) A \$30,000 commitment to operate the July 4 event.

Lodging Tax Advisory Committee
Five Year Projection

	2017	2018	2019	2020	2021	2022
Resources						
Hotel/Motel Taxes *	1,687,500	1,721,250	1,985,188	2,024,891	2,065,389	2,106,697
Fund 107 Available Fund Balance	363,470	282,448	101,748	132,523	164,657	198,030.44
Interest	800	800	800	800	800	800
Total Available Funds	2,051,770	2,004,498	2,087,736	2,158,214	2,230,846	2,305,527
Commitments						
<u>Long Term</u>						
Reserve (Fund 107 financial policies)	100,000	100,000	100,000	100,000	100,000	100,000
40% Convention Center operations & minor capital (Ord 98-44)	578,241	597,878	756,264	803,985	826,156	842,679
Operations committed to debt service shortfall (part of 40%)	96,759	90,623	37,811	5,972	-	-
Convention Center debt service 20% (Ord 98-44) Debt issue Ord 2015-03	337,500	344,250	397,038	404,978	413,078	421,339
Additional debt service (LTAC committed 2015 for life of 2015 bonds matures 2029)	50,000	50,000	50,000	50,000	50,000	50,000
Wenatchee Valley Chamber contract (expires 2017) renew 2018	430,000	470,000	484,100	498,623	513,582	528,989
Fourth of July Fireworks	0	30,000	30,000	30,000	30,000	30,000
Total long term commitments	1,592,500	1,682,750	1,855,213	1,893,558	1,932,815	1,973,007
<u>Short Term</u>						
Mariachi Festival - Wenatchee Schools	5,000					
Convention Center audio/video upgrade	130,000					
Convention Cntr exhibit light/1st floor lam.	40,000					
Convention Cntr bathroom (from 2016)	96,822					
Convention Cntr bathroom (additional)		120,000				
Convention Center Debt Prepay		200,000	200,000	200,000	200,000	200,000
Throttle Town Productions, bike fest	5,000					
Total short term commitments	276,822	320,000	200,000	200,000	200,000	200,000
Total Commitments	1,869,322	2,002,750	2,055,213	2,093,558	2,132,815	2,173,007
Funds Available to Commit	182,448	1,748	32,523	64,657	98,030	132,520

***Hotel Motel Taxes Assumptions**

2017 amount estimated by tracking individual hotel performance during 2016/2017.

Waterfront hotel opens in 18 months. Increase in annual revenue estimated to be \$382,000 - used \$350,000.

Estimated a 5% decrease in hotel/motel tax from other hotels in 2019 due to new waterfront hotel.

2015 LTGO - Convention Center Debt Schedule

Date	Principal	Remaining Balance	Rate	Interest	Total Payment
6/1/2018	174,000.00	3,284,000.00	4.25%	69,785.00	243,785.00
12/1/2018	175,000.00	3,110,000.00	4.25%	66,087.50	241,087.50
6/1/2019	183,000.00	2,935,000.00	4.25%	62,368.75	245,368.75
12/1/2019	181,000.00	2,752,000.00	4.25%	58,480.00	239,480.00
6/1/2020	162,000.00	2,571,000.00	5.50%	70,702.50	232,702.50
12/1/2020	162,000.00	2,409,000.00	5.50%	66,247.50	228,247.50
6/1/2021	171,000.00	2,247,000.00	5.50%	61,792.50	232,792.50
12/1/2021	171,000.00	2,076,000.00	5.50%	57,090.00	228,090.00
6/1/2022	97,000.00	1,905,000.00	5.50%	52,387.50	149,387.50
12/1/2022	98,000.00	1,808,000.00	5.50%	49,720.00	147,720.00
6/1/2023	103,000.00	1,710,000.00	5.50%	47,025.00	150,025.00
12/1/2023	103,000.00	1,607,000.00	5.50%	44,192.50	147,192.50
6/1/2024	109,000.00	1,504,000.00	5.50%	41,360.00	150,360.00
12/1/2024	109,000.00	1,395,000.00	5.50%	38,362.50	147,362.50
6/1/2025	114,000.00	1,286,000.00	5.50%	35,365.00	149,365.00
12/1/2025	116,000.00	1,172,000.00	5.50%	32,230.00	148,230.00
6/1/2026	122,000.00	1,056,000.00	5.50%	29,040.00	151,040.00
12/1/2026	121,000.00	934,000.00	5.50%	25,685.00	146,685.00
6/1/2027	128,000.00	813,000.00	5.50%	22,357.50	150,357.50
12/1/2027	128,000.00	685,000.00	5.50%	18,837.50	146,837.50
6/1/2028	136,000.00	557,000.00	5.50%	15,317.50	151,317.50
12/1/2028	135,000.00	421,000.00	5.50%	11,577.50	146,577.50
6/1/2029	143,000.00	286,000.00	5.50%	7,865.00	150,865.00
12/1/2029	143,000.00	143,000.00	5.50%	3,932.50	146,932.50

Early Payment Scenario

Additional Principal Payment	Remaining Balance	Interest	Interest Savings
-	3,284,000.00	69,785.00	-
300,000.00	3,110,000.00	66,087.50	-
-	2,635,000.00	55,993.75	6,375.00
300,000.00	2,452,000.00	52,105.00	6,375.00
-	1,971,000.00	54,202.50	16,500.00
300,000.00	1,809,000.00	49,747.50	16,500.00
-	1,347,000.00	37,042.50	24,750.00
300,000.00	1,176,000.00	32,340.00	24,750.00
-	705,000.00	19,387.50	33,000.00
407,000.00	608,000.00	16,720.00	33,000.00
-	103,000.00	2,832.50	44,192.50
	0.00		44,192.50
			41,360.00
			38,362.50
			35,365.00
			32,230.00
			29,040.00
			25,685.00
			22,357.50
			18,837.50
			15,317.50
			11,577.50
			7,865.00
			3,932.50
			531,565.00

RESOLUTION NO. 2017-63

A RESOLUTION, approving the Lodging Tax Advisory Committee recommendations for the allocation of lodging tax for 2018.

WHEREAS, HB 1253 (2013) changed the process for the allocation of locally generated hotel/motel taxes requiring application to the jurisdiction's Lodging Tax Advisory Committee; and

WHEREAS, the City's Lodging Tax Advisory Committee made applications available in July 2017, and applications were received by the deadline of September 8, 2017; and

WHEREAS, after due consideration, the Lodging Tax Advisory Committee recommends approval of the following: (1) The Wenatchee Valley Chamber of Commerce application for a five (5) year commitment to carry out a strategic planning process and continue with destination marketing on behalf of the City of Wenatchee, (2) the Wenatchee Convention Center and the City of Wenatchee application for funds to accelerate the payment of debt on the Wenatchee Convention Center for a period of five (5) years, (3) a one-time additional allocation for restoration of Wenatchee Convention Center restrooms, and (4) an allocation of \$30,000 for the Independence Day celebration.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE that it accepts the recommendations of the Lodging Tax Advisory Committee and directs the Mayor to:

1. Enter into a five (5) year agreement with the Wenatchee Valley Chamber of Commerce, subject to the deliverables identified by the Lodging Tax Advisory Committee and annual reporting required by the City;
2. Increase the allocation of hotel/motel tax funds to debt service on the Wenatchee Convention Center by Two Hundred Thousand Dollars (\$200,000) annually for five years with a goal to expedite pay off of the Convention Center bonds;
3. Authorize a one-time transfer of \$120,000 for restoration of the Wenatchee Convention Center restrooms; and
4. Authorize an allocation of \$30,000 for the Independence Day celebration that will be carried out as part of the Chamber of Commerce contract.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 7th day of December, 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: Resolutions 2017-59 and 2017-60

DATE: December 4, 2017

The City of Wenatchee's Lodging Tax Advisory Committee had four terms expiring at the end of 2018. Applications were received from Linda Haglund, Darci Waterman, Steve Maher and Matt Wisen. The applications were considered at the regular meeting on November 15th and recommended for appointment to new two year terms.

Action Requested: City Council motion to approve Resolutions 2017-59 and 2017-60 appointing Linda Haglund, Darci Waterman, Steve Maher and Matt Wisen to new two year terms on the City's Lodging Tax Advisory Committee ending December 31, 2019.

RESOLUTION NO. 2017-59

A RESOLUTION, appointing members to the Lodging Tax Advisory Committee for terms ending December 31, 2019.

WHEREAS, Darci Christoferson, Matthew Wisen, and Stephen Maher have expressed an interest in serving as members of the City of Wenatchee Lodging Tax Advisory Committee for terms ending December 31, 2019.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following appointments to the Lodging Tax Advisory Committee for the term noted:

<u>NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Darci Christoferson Washington State Apple Blossom Festival P.O. Box 2868 Wenatchee, WA 98807	December 31, 2019
Matthew Wisen 1829 Castlerock Avenue Wenatchee, WA 98801	December 31, 2019
Stephen Maher 16 South Wilson Street Wenatchee, WA 98801	December 31, 2019

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 7th day of December, 2017.

CITY OF WENATCHEE, a Municipal
Corporation

By _____
FRANK KUNTZ, Mayor

ATTEST:

By _____
TAMMY L. STANGER
City Clerk

APPROVED:

By _____
STEVE D. SMITH, City Attorney

RESOLUTION NO. 2017-60

A **RESOLUTION**, appointing a member to the Lodging Tax Advisory Committee for terms ending December 31, 2018.

WHEREAS, Linda Haglund has expressed an interest in serving as a member of the City of Wenatchee Lodging Tax Advisory Committee for a term ending December 31, 2018.

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

NAME & ADDRESS

TERM EXPIRES

Linda Haglund
Wenatchee Downtown Association
103 Palouse Street, Suite 35
Wenatchee, WA 98801

December 31, 2018

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 7th day of December, 2017.

CITY OF WENATCHEE, a Municipal
Corporation

By _____
FRANK KUNTZ, Mayor

ATTEST:

By _____
TAMMY L. STANGER
City Clerk

APPROVED:

By _____
STEVE D. SMITH, City Attorney



City of Wenatchee
Volunteer Commission and Board Application

COMMISSION/BOARD INFORMATION

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

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

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

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

Last Name: Christoferson First Name: Darci Initial: _____

Physical Address: 2 S. Chelan City: Wenatchee Zip: 98801

Mailing Address: PO Box 2836 City: Wenatchee Zip: 98801

Day Phone: 509-662-3666 Evening Phone: 509-669-8100

E-mail: darci@appleblossom.org Years lived in Wenatchee Valley: 40+

Occupation: Administrator ABF Years of Experience: 20+

Work Address: Same as above City: _____ Zip: _____

Education and Formal Training: AA WVC BS Communications Eastern

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: Wenatchee Central Lions Length of Service: 25

Organization and Duties: WFEA Length of Service: 3

Organization and Duties: Community Foundation Length of Service: 4

Organization and Duties: Eastmont Foundation Length of Service: 8

Skills/Special Interests: _____

Experience related to the Commission/Board: Experience working w/ different groups through Apple Blossom that deal w/ tourism

Why are you seeking this appointment? I think I'm a good addition

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

If yes, please explain: _____

REFERENCES

Name: Jeff Neher
Address: 10 Box 2008 City: Wenatchee Zip: 98801
Phone: 663-1661 Email: jeff@cncpe.com
Occupation: CPA Years known: 20+

Name: Dany Ferguson
Address: 101 Box 1200 City: Wenatchee Zip: _____
Phone: 662-5157 Email: dany.ferguson@wellsfargo.com
Occupation: Insurance Years known: 20

Name: Pat McDonald
Address: 8724 Angel Lake City: East Wenatchee Zip: _____
Phone: 662-9500 Email: pat@insidedesign.com
Occupation: Business owner Years known: 20+

AFFIDAVIT OF APPLICANT

I, Darci Christensen, 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.

Darci Christensen
(Signature)

Date: _____



**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:

9.26.17



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 checked="" type="checkbox"/> Lodging Tax Advisory Committee |
| <input type="checkbox"/> Code Enforcement Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Diversity Advisory Committee | <input type="checkbox"/> Tourism Promotion Area Board |

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

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

Last Name: Wisn First Name: Matthew Initial: B

Physical Address: 1829 Castlerock Ave City: Wenatchee Zip: 98801

Mailing Address: 1829 Castlerock Ave City: Wenatchee Zip: 98801

Day Phone: 5093935828 Evening Phone: 5093935828

E-mail: mandm@genext.net Years lived in Wenatchee Valley: 40

Occupation: Biologist Years of Experience: 12

Work Address: WSDOT 1551 N Wenatchee Ave City: Wenatchee Zip: 98801

Education and Formal Training: BA- Biology, Master's Degree- Urban and Regional Planning

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: Wenatchee FC- President, Length of Service: 1.5 yr.

Organization and Duties: Wenatchee FC- Dir. of Admin, Various Board Positions Length of Service: 1.75yr.

Organization and Duties: Wenatchee School District Bond Advisory Committee Length of Service: 1 yr.

Organization and Duties: Wenatchee Soccer Club - Vice President Length of Service: 6 yr.

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: strengths include: conflict resolution, consensus building, fund raising, grant writing. Special interests include: outdoor recreation (hiking, mt biking, skiing, fishing, boating, soccer), cooking, travel, community events

Experience related to the Commission/Board: I have always had an interest in community, tourism, local business. I have worked for the city of Medical Lake while pursuing my masters of urban and regional planning at Eastern Wa. University. I also interned for Greg Blessing at Tomlinson Black. After returning to Wenatchee from College, I worked for Washington State Department of Transportation in the Planning Department. I was also lead staff for the North Central Regional Transportation Planning Organization where I worked with several County Commissioners, City Council Members, Mayors, and others at the State and Federal Level.

Why are you seeking this appointment? Plain and simple, I enjoy volunteering. I especially enjoy volunteering for things that makes a difference in people's lives. I would like to understand the system in place and hope to draw from my background and experiences to offer some value to the committee.

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

If yes, please explain: _____

REFERENCES

Name: Chad Morgan
Address: 1221 Pershing St City: Wenatchee Zip: 98801
Phone: 5096634462 Email: morgan.c@wenatcheeschools.org
Occupation: Vice Principal, Foothills Middle School Years known: 31 years

Name: Josh Tarr
Address: 2452 Columbia Ave NW Unit 51 City: East Wenatchee Zip: 98802
Phone: 5097410408 Email: joshtarr@nwi.net
Occupation: American Shoe Shop-Owner Years known: 25 years

Name: Bob Celebrezze
Address: 1426 Appleridge Street City: Wenatchee Zip: 98801
Phone: 5092641212 Email: celebrezzer@eastmont206.org
Occupation: Principal, Clovis Middle School Years known: 4 years

AFFIDAVIT OF APPLICANT

I, Matthew Wisen, 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.

Matthew Wisen Digitally signed by Matthew Wisen
Date: 2017.10.27 17:44:42 -0700
(Signature)
Date: _____



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:

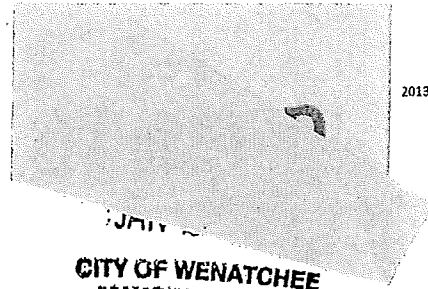
1. Understand my role and scope of responsibility. I will be informed of the individual group's scope of responsibility and operating procedures.
2. Represent the majority views of the group. Individual "opinions" to the public and press are discouraged, and, if given, must be identified as such.
3. 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).
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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: _____



City of Wenatchee
Volunteer Commission and Board Application



**CITY OF WENATCHEE
MAYOR'S OFFICE**

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 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 checked="" type="checkbox"/> Lodging Tax Advisory Committee |
| <input type="checkbox"/> Code Enforcement Board | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Diversity Advisory Committee | <input type="checkbox"/> Planning Commission |
| | <input type="checkbox"/> Tourism Promotion Area Board |

APPLICANT INFORMATION

Last Name: MaHer First Name: Stephen Initial: A.

Mailing Address: _____ City: _____ Zip: _____

*Residency Requirement: Applicants must reside within the City Limits of Wenatchee
except the Historic Preservation Board, Wenatchee Community Center Advisory Board, and the Diversity Committee*

Day Phone: _____ Evening Phone: _____

E-mail: _____ Years lived in Wenatchee Valley: _____

Occupation: _____ Years of Experience: _____

Work Address: _____ City: _____ Zip: _____

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: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: _____

Experience related to the Commission/Board: _____

Why are you seeking this appointment? _____

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

If yes, please explain: _____

REFERENCES

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

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

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

AFFIDAVIT OF APPLICANT

I, Stephen Maher, 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.

Stephen Maher
(Signature)
Date: ~~Nov. 19, 2015~~
Nov. 14, 2017

COMMISSION/BOARD SEEKING:

Wenatchee Lodging Tax Advisory Committee

APPLICANT INFORMATION

Name: Stephen A. Maher

Mailing address: 16 S. Wilson St.

City, state, zip: Wenatchee, Wa. 98801

Day phone: (509) 630-2090

Evening phone: (509) 630-2090

E-mail: stephenmaher67@yahoo.com

Years lived in Wenatchee Valley: 24 years

Occupation: Owner of AdventureWenatchee LLC, RunWenatchee LLC, and Steve Maher New Media

Years of Experience: 27

Work address: 16 S. Wilson St.

City, zip: Wenatchee, 98801

Education and formal training: University of Oregon, BA

Have you ever been convicted of a felony or released from prison: No

VOLUNTEER/COMMUNITY EXPERIENCE

Organization and Duties: Chelan-Douglas Land Trust

Length of Service: 17 months

Organization and Duties: Art on the Avenues

Length of Service: 4 years

Organization and Duties: Wenatchee-Tynda Sister City Committee

Length of Service: 3 years

SKILLS/SPECIAL INTERESTS

I have worked in the communications field for more than 27 years. That includes time spent as an editor and reporter at The Wenatchee World, and, more recently, as owner of Steve Maher New Media and of AdventureWenatchee and RunWenatchee. Steve Maher New Media utilizes digital and social media platforms, while the latter two rely heavily on in-house tourism marketing and promotion to generate sales and business. I lead that effort and am involved in all major creative and financial decisions.

Both AdventureWenatchee and RunWenatchee have found success by forging partnerships inside and outside the Wenatchee Valley. Partners include such businesses and organizations as the Wenatchee Valley Chamber of Commerce, Wenatchee Downtown Association, City of Wenatchee, Pybus Public Market, Chelan-Douglas Land Trust, Icicle Broadcasting, RaceCenter Northwest, Northwest Runner, and the Methow Valley Sport Trails Association. In addition, my siblings own and operate the annual Eugene Marathon, which attracts about 10,000 runners and hosts a large two-day expo in the running capital of the country. That connection has provided another large network for my businesses within the sports endurance event industry.

Finally, due to my work history and having lived in Wenatchee for 25 years, I have an excellent institutional knowledge of the region.

EXPERIENCE RELATED TO COMMISSION/BOARD

I own two businesses — AdventureWenatchee and RunWenatchee — that market outdoor endurance sports to people living outside of the Wenatchee Metro Area. (Also see above.)

WHY ARE YOU SEEING THIS APPOINTMENT?

I am community minded and want to see Wenatchee and the Wenatchee Valley grow and prosper. I have long believed the potential of outdoor sports and recreation tourism here is immense. Our mountains, rivers and lakes, and the facilities tied to them, are what differentiates us from other communities. With the Wenatchee Foothills Trail System coming into its own, that is even more so true today. I will bring to the committee a strong knowledge of outdoor endurance sports tourism and the opportunities that sector presents.

WOULD ANY CONFLICT OF INTEREST BE CREATED AS A RESULT OF YOUR APPOINTMENT?

Yes

IF YES, PLEASE EXPLAIN:

A potential conflict would only occur when one of my businesses, such as AdventureWenatchee and RunWenatchee, sought LTAC funds. In such cases, I would recuse myself. However, my understanding is that the LTAC is made up of members whose organizations do receive funding from time to time.

REFERENCES

Name: Jennifer Korfiatis

Address: 2 Furney St.

City: Wenatchee

Zip: 98801

Phone: (509) 669-6979

Email: jenniferk@nwi.net

Occupation: Executive director, NCW Economic Development District

Years known: 22 years

Name: Shiloh Schauer

Address: 1 S. Wenatchee Ave.

City: Wenatchee

Zip: 98801

Phone: (509) 662-2116

Email: Shiloh@wenatchee.org

Occupation: Executive director, Wenatchee Valley Chamber of Commerce

Years known: 2 years

Name: Bob Bugert

Address: 18 N. Wenatchee Ave.
City: Wenatchee
Zip: 98801
Phone: (509) 667-9708
Email: bob@cdlandtrust.org
Occupation: Executive director, Chelan-Douglas Land Trust
Years known: 10 years

Name: Joel Rhyner
Address: 2226 Sandybrooke
City: Wenatchee
Zip: 98801
Phone: (509) 387-0051
Email: joelrhyner@hotmail.com
Occupation: Physician's assistant at Confluence Health; founder of RunWenatchee
Years known: 10 years



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 |
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| <input type="checkbox"/> Civil Service Board | <input checked="" 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: Haglund First Name: Linda Initial: E.

Physical Address: 824 12th St. NE City: East Wenatchee Zip: 98802

Mailing Address: _____ City: _____ Zip: _____

Day Phone: 509 662-0059 Evening Phone: 509 679-7737

E-mail: linda@wendowntown.org Years lived in Wenatchee Valley: 61 and counting

Occupation: Executive Director - Wenatchee Downtown Association Years of Experience: 6.5 in this job

Work Address: 103 Palouse St Suite 35 City: Wenatchee Zip: 98801

Education and Formal Training: Graduate from High School...some college classes

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: Washington State Apple Blossom Festival Length of Service: 20 plus

Organization and Duties: Wenatchee Valley Chamber Board Length of Service: 3 years

Organization and Duties: Wenatchee Convention and Visitor Bureau Length of Service: 2 years

Organization and Duties: Wenatchee Valley Museum Board Length of Service: 1 year

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: This community is what I am all about. I live, sleep and breathe making this a better place

Experience related to the Commission/Board: LTAC Board for 6 months and TPA Board for 2 years

Why are you seeking this appointment? I want to continue on these boards to help better Wenatchee and make it the premiere Destination it is and work towards taking it progressively into the future.

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

If yes, please explain: _____

REFERENCES

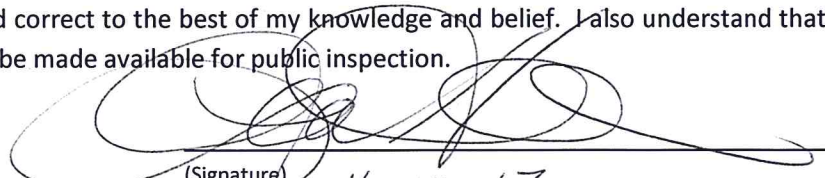
Name: Sam and Vicky Mills
Address: 1020 Appleland Dr City: Wenatchee Zip: 98801
Phone: 509 293-2651 Email: _____
Occupation: Retired owners of Mills Bros Years known: 10

Name: Rory Turner
Address: 103 Palouse City: Wenatchee Zip: 98801
Phone: 509 421-0946 Email: _____
Occupation: Owner 135 Holdings and Commercial Real Estate Services Years known: 10

Name: Marcy Collins
Address: 2 S. Wenatchee Ave City: Wenatchee Zip: 98801
Phone: 509 665-7600 Email: _____
Occupation: Owner - Collins Fashions Years known: 15 years

AFFIDAVIT OF APPLICANT

I, Linda Haglund, 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: 11-10-17



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

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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: _____

11-10-17

CITY OF WENATCHEE

INTEROFFICE MEMORANDUM

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Tourism Promotion Area Annual Budget approval

DATE: **November 27, 2017**

In 2010, City Council reauthorized the Tourism Promotion Area (TPA) for the City of Wenatchee. This City established TPA authorizes the Department of Revenue to collect \$1 per room night for participating hotels in the city over 40 rooms. As a matter of procedure, each year the TPA is to bring forward their budget for the following year and the list of participating hotels. A copy of the budget that has been recommended by the TPA Board at their regular meeting on November 15th follows. Council members Ruth Esparza and Mike Poirier are members of the TPA board.

Again in 2018, the TPA plans to draw down reserves. \$60,000 is adequate cash flow for the TPA, so the remaining reserve is still adequate. In addition, this budget anticipates a continued relationship with the Chamber in managing the advertising and relationship with the ad agency. With the LTAC focusing on funding the Chamber and the Convention Center, the TPA has become a place to access funding to foster events and that is reflected in the 2018 budget.

The TPA statute requires that the City include a list of the TPA properties

Actions requested: Council motion to accept and approve the 2018 Tourism Promotion Area budget.

Wenatchee Hotels Participating TPA Members* 2018

Best Western	77
Coast Hotel	147
Comfort Inn	81
Economy Inn	42
Holiday Express	90
Motel 6	58
La Quinta	65
Super 8	102
Red Lion Hotel	149
Travelodge	48
Springhill Suites	109
<u>Comfort Suites</u>	<u>84</u>
	1052

*Hotels 40+ rooms

							11/27/2017
Tourism Promotion Area							
2018 Budget							
					2018 Budget		
Revenues					236,780		
	Adjusted Estimate						
		Total Revenues			236,780		
Expenses							
	Marketing Oversight (Chamber)				11,250		
	Agency Contract Work (ad agency)				19,000		
	Advertising Support						
		Business plan advertising			190,000		
		Media opportunity buys			10,000		
		Commercial production			25,000		
		Sports marketing			2,500		
	Convention Ctr Support				2,500		
		Master Gardener Conference - \$2000					
	Specific event support				40,000		
		Sunburn Classic - \$5,000					
		Pybus Market - Scenic WA - \$2,050					
		Numerica PAC - HAN - \$3,200					
		WDA Ale Trail-Holiday Wine Walk - \$4000					
		2018 Flywheel Conference - \$5000					
	Special olympics				15,000		
	Travel writers				8,000		
Total expenses					323,250		
	Revenues greater (less) than expenses				(86,470)		
	Estimated Beginning Fund Balance				150,000		
	Estimated Ending Fund Balance				63,530		

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Resolutions 2017-61 and 2017-62

DATE: December 4, 2017

The City of Wenatchee's Tourism Promotion Area Board had two terms expiring at the end of 2018. Applications were received from Linda Haglund and Marianne Rumbolz. The applications were considered at the regular meeting on November 15th and recommended for appointment to new three year terms.

Action Requested: City Council motion to approve Resolutions 2017-61 and 2017-62 appointing Linda Haglund and Marianne Rumbolz to new three year terms on the City's Tourism Promotion Area Board ending December 31, 2020.

RESOLUTION NO. 2017-61

A RESOLUTION, appointing a member to the Tourism Promotion Area Advisory Board for a three (3) year term.

WHEREAS, Linda Haglund has expressed an interest and is well qualified to serve as a member of the City of Wenatchee Tourism Promotion Area Advisory Board for a three year term.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following appointment to the Tourism Promotion Area Advisory Board for the term noted:

NAME & ADDRESS

TERM EXPIRES

Linda Haglund
Wenatchee Downtown Association
103 Palouse Street, Suite 35
Wenatchee, WA 98801

December 31, 2019

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 7th day of December, 2017.

CITY OF WENATCHEE, a Municipal
Corporation

By _____
FRANK KUNTZ, Mayor

ATTEST:

By _____
TAMMY L. STANGER
City Clerk

APPROVED:

By _____
STEVE D. SMITH, City Attorney

RESOLUTION NO. 2017-62

A RESOLUTION, appointing a member to the Tourism Promotion Area Advisory Board for a two (2) year term.

WHEREAS, Marianne Rumbolz has expressed an interest and is well qualified to serve as a member of the City of Wenatchee Tourism Promotion Area Advisory Board for a two year term.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following appointment to the Tourism Promotion Area Advisory Board for the term noted:

NAME & ADDRESS

TERM EXPIRES

Marianne Rumbolz
Red Lion
1225 North Wenatchee Avenue\
Wenatchee, WA 98801

December 31, 2018

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 7th day of December, 2017.

CITY OF WENATCHEE, a Municipal
Corporation

By _____
FRANK KUNTZ, Mayor

ATTEST:

By _____
TAMMY L. STANGER
City Clerk

APPROVED:

By _____
STEVE D. SMITH, City Attorney



City of Wenatchee
Volunteer Commission and Board Application

COMMISSION/BOARD INFORMATION

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

- | | |
|--|---|
| <input type="checkbox"/> Arts, Recreation & Parks Commission | <input type="checkbox"/> Greater Wenatchee Regional Events Center PFD Board |
| <input type="checkbox"/> Cemetery Advisory Board | <input type="checkbox"/> Historic Preservation Board |
| <input type="checkbox"/> Civil Service Board | <input checked="" 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: Haglund First Name: Linda Initial: E.

Physical Address: 824 12th St. NE City: East Wenatchee Zip: 98802

Mailing Address: _____ City: _____ Zip: _____

Day Phone: 509 662-0059 Evening Phone: 509 679-7737

E-mail: linda@wendowntown.org Years lived in Wenatchee Valley: 61 and counting

Occupation: Executive Director - Wenatchee Downtown Association Years of Experience: 6.5 in this job

Work Address: 103 Palouse St Suite 35 City: Wenatchee Zip: 98801

Education and Formal Training: Graduate from High School...some college classes

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: Washington State Apple Blossom Festival Length of Service: 20 plus

Organization and Duties: Wenatchee Valley Chamber Board Length of Service: 3 years

Organization and Duties: Wenatchee Convention and Visitor Bureau Length of Service: 2 years

Organization and Duties: Wenatchee Valley Museum Board Length of Service: 1 year

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: This community is what I am all about. I live, sleep and breathe making this a better place

Experience related to the Commission/Board: LTAC Board for 6 months and TPA Board for 2 years

Why are you seeking this appointment? I want to continue on these boards to help better Wenatchee and make it the premiere Destination it is and work towards taking it progressively into the future.

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

If yes, please explain: _____

REFERENCES

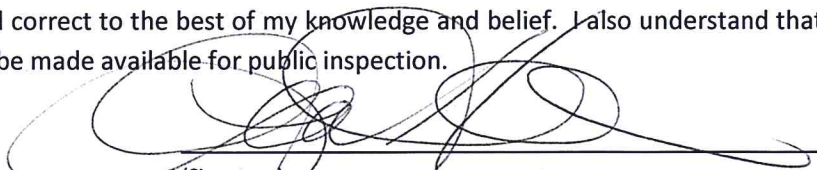
Name: Sam and Vicky Mills
Address: 1020 Appleland Dr City: Wenatchee Zip: 98801
Phone: 509 293-2651 Email: _____
Occupation: Retired owners of Mills Bros Years known: 10

Name: Rory Turner
Address: 103 Palouse City: Wenatchee Zip: 98801
Phone: 509 421-0946 Email: _____
Occupation: Owner 135 Holdings and Commercial Real Estate Services Years known: 10

Name: Marcy Collins
Address: 2 S. Wenatchee Ave City: Wenatchee Zip: 98801
Phone: 509 665-7600 Email: _____
Occupation: Owner - Collins Fashions Years known: 15 years

AFFIDAVIT OF APPLICANT

I, Linda Haglund, 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: 11-10-17



**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).
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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: _____

11-10-17



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: Rumbolz First Name: Marianne Initial: M

Physical Address: 1225 N Wenatchee Ave. City: Wenatchee Zip: 98801

Mailing Address: 1225 N Wenatchee Ave City: Wenatchee Zip: 98801

Day Phone: (509) 664-4532 Evening Phone: (509) 222-8722

E-mail: marianne.rumbolz@redlion.com Years lived in Wenatchee Valley: 1 year 10 months

Occupation: Group Sales Manager Years of Experience: _____

Work Address: 1225 N Wenatchee Ave City: Wenatchee Zip: 98801

Education and Formal Training: AA Degree - Wenatchee Valley College

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>Columbia Basin Girls Softball Association</u> | Length of Service: <u>4 yrs</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: Served on softball association board for 3-4 years in Moses Lake.

Why are you seeking this appointment? To learn more about TPA & Wenatchee tourism. I would like to serve the community and ensure the dollars brought in are being spent to bring the best business and betterment of all impacted by Wenatchee tourism.

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

If yes, please explain: _____

REFERENCES

Name: Linda Herald
Address: 121 N Wenatchee Ave City: Wenatchee Zip: 98801
Phone: (509) 662-4411 Email: linda@wenatcheecenter.com
Occupation: General Manager Years known: 1.5

Name: Katie Atkinson
Address: 1300 Walla Walla Ave City: Wenatchee Zip: 98801
Phone: (509) 888-7363 Email: katkinson@towntoyotacenter.com
Occupation: Sales Manager Years known: 1.5

Name: Cassidy Wynne
Address: _____ City: Kennewick Zip: _____
Phone: (509) 301-9505 Email: Cassidy.Wynne@redlion.com
Occupation: Regional Director of Revenue Strategy Years known: 5

AFFIDAVIT OF APPLICANT

I, Marianne Rumbolz, 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: _____



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

Signed: _____ Date: _____

**AGENDA REPORT
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Wenatchee City Council
FROM: Stephen Neuenschwander, Planning Manager
SUBJECT: Reappointing a voting representative to the Wenatchee Historic
Preservation Board for a three-year term.
DATE: November 30, 2017

I. OVERVIEW

Mark Seman is a State Licensed Architect and has been on the Historic Preservation Board since 2012. His current term expires at the end of this year. He has expressed interest in being reappointed to the Board for an additional term. Mark is a valued member of the Board.

II. ACTION REQUESTED

Reappoint Mark Seman to the Historic Preservation Board for an additional term by adoption Resolution 2017-69.

Draft Motion: I move to adopt Resolution 2017-69 reappointing Mark Seman to the Historic Preservation Board.

III. FISCAL IMPACT

None

IV. REFERENCE(S)

Resolution 2017-69

RESOLUTION NO. 2017-69

A RESOLUTION, reappointing a voting representative to the Wenatchee Historic Preservation Board for a three-year term.

WHEREAS, Mark Seman has expressed interest in being reappointed for a third, three-year term on the Wenatchee Historic Preservation Board.

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

NAME & ADDRESS

TERM EXPIRES

Mark R. Seman
1111 Okanogan Avenue
Wenatchee, WA 98801

December 31, 2020

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 7th day of December, 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: 2018 Agreement for Emergency Services

DATE: November 27, 2017

With the transition of fire services in 2015, the City began contracting with Chelan County Emergency Management for the provision of our overall emergency management requirements with the City. These are annual contracts and the relationship has been working for the City, with the Emergency Management team making regular reports to the City Council Public Safety Committee. Chelan County Emergency Management is the State designated entity through whom emergency management oversight takes place, they manage and update our Comprehensive Emergency Management Plan and annual updates.

Budget Impact: This contract continues at the same rate as paid in 2017.

Action Requested: A motion to authorize the Mayor's Signature on the 2018 Agreement for Emergency Services between the City of Wenatchee and Chelan County Department of Emergency Management.



Chelan County Sheriff's Office

Brian Burnett, Sheriff

Law and Justice Bldg ★ 401 Washington Street #1 ★ Wenatchee, WA 98801
Phone: (509) 667-6851 ★ Fax: (509) 667-6860

RECEIVED

NOV 14 2017

CITY OF WENATCHEE
MAYOR'S OFFICE

November 8, 2017

Dear City Partners,

We want to thank you for another successful year of collaboration, cooperation, and preparation and planning for the continuation of our Law Enforcement partnerships. We strive to provide the highest level of service, meeting the needs of our partners, the community, and the visitors to our county.

With the 2018-2021 contracts in place, and with the preparations of our own 2018 budget, we have been analyzing the costs for our Emergency Management division. Prior to 2015, the EM rate charged to cities was \$2.25 per capita. In 2015, that rate was increased to \$2.72 per capita. This rate was still well below half of the actual per capita cost for the year. While it is never something we look forward to, we do have to look at our rates going forward, and determine what an appropriate rate is for the services provided.

Due to the lateness in the budget planning period, we will be maintaining the current rates for the 2018 calendar year. We will continue to work on the development of a costing model that is equitable, and can be consistently applied for future years, and can be calculated as soon as we have an estimate of our Emergency Management Budget for the following year. The population numbers will continue to be used to make these calculations, and would be taken from the April 1st estimate on the www.ofm.wa.gov website. The purpose of this advance notice is to give your city time for budget planning for 2019.

We have enclosed your 2018 Emergency Management contract, for your review and signature. Please sign and keep a copy for yourself, then return the fully executed copy. If you have any questions or concerns, please let me know.

Sincerely,

Brian Burnett

Sheriff

Integrity ★ Teamwork ★ Excellence

Jason Mathews
Undersheriff

★ **Jason Reinfeld** ★
Chief of Special Operations

Rick Johnson ★
Chief of Patrol

★ **Valerie Secrist** ★
Chief Civil Deputy

★ **Jan Brincat** ★
Executive Assistant

2018 AGREEMENT FOR EMERGENCY SERVICES

This Agreement entered into this 6th day of November, 2017, by and between the CITY OF WENATCHEE, hereafter referred to as the Contractee, and CHELAN COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT, hereafter referred to as CHELAN COUNTY.

I. Purpose

Contractee understands and agrees that Chelan County will provide services to Contractee to develop a comprehensive emergency management plan and program and other emergency operational functions herein described, and as required in Ch. 38.52 RCW.

II. Services to be Provided

Chelan County shall provide the necessary equipment and personnel to establish operational plans and programs in cooperation with the Contractee as follows:

1. To provide for continuing compliance with Ch. 38.52 RCW.
2. To provide an Emergency Services organization and coordinate the operational and support activities for periods before, during and after an emergency and or disaster.
3. To coordinate local Emergency Services planning with the Federal Government, the State of Washington, neighboring counties, military organizations and other support agencies.
4. To provide for the effective utilization of resources within, or from outside Contractee to minimize the effects of disaster and to request assistance, as needed, through established emergency services channels.
5. To recruit, register and identify personnel and provide for compensation coverage for volunteers who suffer injury or equipment loss as a result of emergency services duty.
6. To provide emergency and disaster control assistance and coordination either on-scene or through the emergency operations center.
7. To develop a system for warning the general public of Contractee and to provide for information and guidance to the general public.
8. To provide, on request, support for emergency operations, such as, hazardous material incidents, major fires and other disasters.
9. To perform normal office procedures, correspondence and inventories.
10. To coordinate with elected and appointed officials in Contractee.
11. To provide for communications systems capable of meeting emergency operational requirements either on-scene or at the emergency operations center.

III. Response to Emergencies

Chelan County shall respond to Contractee emergencies, upon request; from the Mayor or his designee.

IV. Coordination with Contractee's Officials

The Mayor or his designee shall serve as liaison and consultant for operational functions between Chelan County and Contractee in performance of the contract. All financial commitments and contract agreements shall be approved by the city council of Wenatchee and the Board of Chelan County Commissioners.

V. Annual Program

Chelan County and Contractee shall develop an annual program and activity schedule which outlines the basic projects and responsibilities each entity has agreed to accomplish during a given time period. At the end of each calendar year, Chelan County Emergency Management agrees to present an annual report to Contractee, outlining specific emergency management all-hazard events and projects which occurred within the City of Wenatchee during the previous year. This report shall occur during or near the month of February each year, and will include a general budget summary outlining how Contractee's inter-local agreement funds were expended during that year. Contractee may request additional budget information detailing a specific activity. These requests will be handled on a case by case basis. Further, the report shall speak to planned projects during the upcoming year.

VI. Hold Harmless

Each party shall be legally responsible for the actions of their individual employees and each party shall be solely responsible for meeting all statutory responsibilities of their jurisdiction; provided Contractee agrees to indemnify, defend and hold harmless Chelan County from any legal action arising out of Chelan County's assumption of statutory responsibilities for Contractee by virtue of this contract, unless caused by Chelan County's negligence or breach of this agreement.

Chelan County agrees to indemnify, defend and hold harmless the Contractee from action arising out of Chelan County's negligence or breach of this agreement. Contractee agrees to indemnify, defend and hold harmless Chelan County from action arising out of Contractee's negligence or breach of this agreement.

VII. Cost Basis for Services

On an annual basis, Chelan County will establish the total cost of county Emergency Management Services provided in the prior year. Utilizing the estimated populations of cities, counties, and towns population data from the State of Washington Office of Financial Management Forecasting Division, (www.ofm.wa.gov), per capita costs of Emergency Management Services costs will be established. This per capita cost of services will be used as the basis for establishing payments for services.

VIII. Payment for Services

Contractee shall pay to Chelan County the sum of eighty-nine thousand nine hundred and forty-four dollars and eighty cents (\$89,944.80) for services to be provided during the period from January 1 to December 31, 2018, payable in four equal installments of twenty-two thousand four hundred eighty-six dollars and twenty cents (\$22,486.20), due at the end of the first month of each calendar quarter.

IX. Term

This contract expires at midnight, December 31, 2018. Both parties agree to renegotiate this contract for continuation of services, unless terminated by either party by giving written notice to the other party 120 days prior to the expiration date of this contract.

X. Administration

No new or separate legal or administrative entity is created by this agreement and no real or personal property will be acquired pursuant to this agreement. This agreement will be administered by the participating jurisdictions.

XI. Nondiscrimination

There shall be no discrimination against any employee who is paid by funds through this agreement or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay, or other forms of compensation, and selection for training.

XII. Amendments

This agreement may only be modified by a written agreement signed by the parties' legislative authorities.

XIII. Waiver

The failure of a party to insist upon strict adherence to or performance of any provision of this agreement on any occasion shall not be considered a waiver nor shall it deprive that party of the right thereafter to enforce performance of or adherence to that provision or any other provision of this agreement.

XIV. Governing Law

This agreement shall be construed under Washington law.

XV. Severability

If any term, provision, or condition of this agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XVI. Recording

This agreement shall be filed with the county auditor or, alternatively, listed by subject on the parties' public websites or other electronically retrievable public source.

IN WITNESS THEREOF; Chelan County and Contractee have executed this agreement as of the date and year written below.

DATED at Wenatchee, Washington this 12th day of November, 2017.

BOARD OF CHELAN COUNTY COMMISSIONERS



EXCUSED

DOUG ENBLAND, CHAIRMAN

Keith W. Goehner

KEITH GOEHNER, COMMISSIONER

Kevin Overbay

KEVIN OVERBAY, COMMISSIONER

ATTEST: CARLYE BAITY

Carlye Baity

Clerk of the Board

CITY OF WENATCHEE MAYOR:

FRANK KUNTZ

ATTEST: _____
City Clerk

DIRECTOR CHELAN COUNTY EMERGENCY MANAGEMENT:

Brian Burnett

SHERIFF BRIAN BURNETT

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Fifth Amendment to the Interlocal Agreement between Chelan County and the City of Wenatchee for the Housing of Inmates

DATE: December 4, 2017

The City of Wenatchee has a long history of utilizing the Chelan County Regional Jail to house inmates. The City had used a daily rate for the housing of inmates up until 2010, with a guarantee of a certain number of beds. At this time a substantial increase was suggested and so a committee was formed and a third party analysis was done in 2010 that looked at jail costs, public defense costs, probation, etc. This resulted in the 2011 contract that provided for a lump sum for the housing of all inmates. This was a partnership that recognized the importance of the City of Wenatchee for cash flow for the jail. In this year's negotiations, the City was presented with a 23% increase in order to have the same lump sum contact. As a result, staff is recommending moving back to a daily rate for jail services due to the average daily jail population being low enough that this daily rate contract would be the best opportunity to stay within 2018 budget numbers.

Following is the Fifth Amendment to the Interlocal Agreement between Chelan County and the City of Wenatchee for the Housing of Inmates. It is a one year agreement that reflects a daily rate of \$96. The definition of "day" is consistent with how "day" has been defined in contracts prior to 2011. It is a contract that is paid upon actual billing sent. There is no maximum number of inmates. A copy of the financials presented during negotiations follows. Due to the change in this agreement, the City will need to closely monitor bookings and evaluate the future contractual arrangement. Utilizing the Chelan County Regional Jail has the benefits of proximity and having inmates on site for arraignments. In interviewing other users of the jail, rates vary depending on booking only and using other sites for off site inmate housing (i.e. Okanogan). Staff believes average daily population will stay low due to dealing with the DWLS3 cost in 2010, the legalization of marijuana and the fact that Parkside is coming on line and is intended as a crisis facility.

Budget Impact: Based on \$96 per day, we can stay within our 2018 budget number if we house 45.66 ADP or less. Medical is handled as it has been in the past, with the city paying for major medical outside of the jail. Following this memo is a history of the city's average daily population.

Action Requested: A motion to authorize the Mayor's Signature on the Fifth Amendment to the Interlocal Agreement between Chelan County and the City of Wenatchee for the Housing of Inmates.

Average jail population	2011	2012	2013	2014	2015	2016	2017
January	63.44	69.19	55.08	39.01	53.44	59.15	39.19
February	67.72	67.04	55.31	40.4	62.95	58.36	53.62
March	68.1	73.23	49.8	50.83	57.24	57.57	52.28
April	64.54	75.89	50.63	49.44	58.57	56.07	48.69
May	68.18	70.72	60.19	42.98	55.31	55.99	54.23
June	67.26	64.95	56.99	46.58	62.42	62.75	49.43
July	62.48	62.38	44.36	45.18	60.79	60.63	45.84
August	56.62	66.49	44.25	49.82	62.55	57.42	48.04
September	54.93	71.64	55.01	52.12	77.07	52.67	38.31
October	58.58	71.05	51.54	42.8	60.87	63.29	45.88
November	58.51	54.13	41.22	52.92	53.49	56.43	
December	59.15	52.24	42.61	50.02	61.85	48	
Ytd average daily population	62.46	66.58	50.58	46.84	60.54	57.36	47.55

monthly avg
39.19
53.62
52.28
48.69
54.23
49.43
45.84
48.04
38.31
45.88
475.51

Contract Amount*	1,700,000	1,700,000	1,750,000	1,500,000	1,600,000	1,700,000	1,600,000
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*In 2014, the contract amount varied depending on the actual population as identified below, the contract amount listed does not include the cost of inmate medical

\$1,500,000	50.5	54
\$1,600,000	55	59
\$1,700,000	60	64
\$1,750,000	65	67
\$1,800,000	68	74

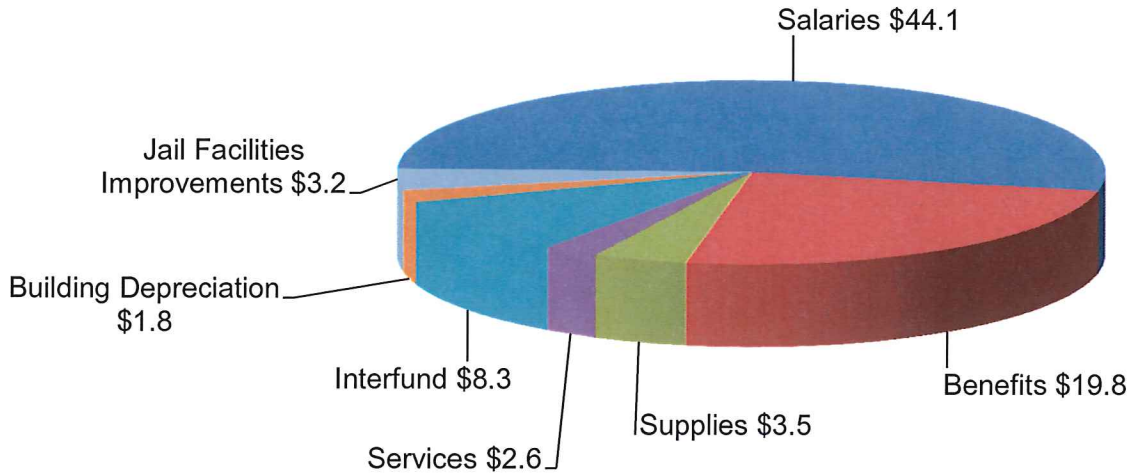
60.63
57.42
52.67
63.29
56.43
48
39.19
53.62
52.28
48.69
54.23
49.43

635.88

Avg ADR July 16 - June 17	52.99
Daily rate based on \$1.6 million	83.87

55 beds @ \$91/bed is an annual contract of \$1,801,800
 10% discount for pre-payment is \$1,621,620

Regional Justice Center Breakdown of cost per bed day Based on 2018 Budget and 244 ADP



Operating Budget	2018 Budget		Remove Non-housing Revenue	Adjusted Budget	Total Daily Population	Cost Per Bed Day
Salaries	4,703,358	}	(less) 328,900 =	4,519,285	}	\$ 50.7
Benefits	2,212,454			2,125,866		\$ 23.9
Supplies	381,982			367,033		\$ 4.1
Services	222,208			213,512		\$ 2.4
Interfund	883,902			849,309		\$ 9.5
Total Operating Budget	8,403,904					8,075,004
 Facility Expenses:						
Building Depreciation				180,000		\$ 2.0
Jail Facilities Improvements				325,000		\$ 3.6
Total Expenses				8,580,004		\$ 96.3

**FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
CHELAN COUNTY AND THE CITY OF WENATCHEE**

THIS FIFTH AMENDMENT is made by Chelan County, Washington, hereinafter referred to as "County," and the City of Wenatchee, Washington, hereinafter referred to as "City," for the purpose of amending the Interlocal Agreement Between Chelan County and the City of Wenatchee for the Housing of Inmates in the Chelan County Regional Justice Center dated November 10, 2010, heretofore entered into between the County and City.

WHEREAS, the purpose of this Amendment is to extend the period of performance and to adjust the compensation provision; and

WHEREAS, the Interlocal Agreement was previously amended by a First Amendment effective January 1, 2012, a Second Amendment effective January 1, 2013, a Third Amendment effective January 1, 2014, and a Fourth Amendment effective January 1, 2016.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the County and City agree as follows:

Section 2, Duration, is amended as follows:

2. DURATION

This Agreement shall enter into full force and effect from January 1, 2018 and end December 31, 2018. This Agreement shall be renewed automatically for successive one-year terms unless terminated pursuant to Section 3, provided however that the annual rate to be charged for housing City Inmates is subject to modification and negotiation provided Chelan County gives notice of its intent to modify the rate prior to October 1 of each successive year.

Section 5, Definitions, is amended as follows:

5. DEFINITIONS

(b) Day. One (1) prisoner day shall be each day or portion thereof which a prisoner appears in custody on the jail management system. The count shall be conducted by the jail management system and each participating jurisdiction shall be charged for each prisoner who is detained in the CCRJC on a charge and/or conviction from the participating jurisdiction. If the prisoner has a pending charge and/or conviction from more than one (1) jurisdiction, the cost for that prisoner shall be divided proportionately.

(c) City Inmate/Prisoner. A "city inmate" or "city prisoner" as used in this Agreement shall mean, and be limited to, those persons incarcerated for misdemeanor and/or gross misdemeanor charges committed by adults within the corporate limits of the City Wenatchee. A "city inmate" or "city prisoner" as used this Agreement does not include those persons incarcerated for felony charges that have been filed, and it does not include juveniles.

Section 6, Compensation, is amended as follows:

6. COMPENSATION

(a) Rate for Incarceration. Chelan County agrees to accept and house the City's inmates for compensation at the rate of \$96.00 per day, per inmate, plus the cost of any medical services rendered in accordance with Section 11 of the Agreement. This per day rate includes minimum, medium, and maximum classification inmates. The date of booking into the CCRJC of the City's inmates, no matter how little time of a twenty-four (24) day it constitutes, shall count as one (1) day and shall be billed to the City as a day of custody in Chelan County.

(b) Billing and Payment. Chelan County agrees to provide the City with a monthly itemized bill that lists all names of inmates who are housed, the number of days housed in that billing cycle (including the date of booking and date of release), and the dollar amount due for each inmate. Chelan County agrees to provide said bill by the 10th of each month. The City agrees to make payment to Chelan County within thirty (30) calendar days of receipt of such bill for the amount billed for the previous calendar month.

Except as modified herein, all other terms and conditions remain in full force and effect. The effective date of this Amendment is January 1, 2018.

THIS FIFTH CONTRACT AMENDMENT, consisting of two (2) pages, is executed by the persons signing below who warrant that they have the authority to execute the contract amendment.

CITY OF WENATCHEE

CHELAN COUNTY
BOARD OF COUNTY COMMISSIONERS

FRANK KUNTZ, Mayor

Keith Goehner, Chairman

Approved as to Form:

Doug England, Commissioner

City of Wenatchee Attorney

Kevin Overbay, Commissioner

ATTEST:

Carlye Baity, Clerk of the Board

Curt Lutz, Director of CCRJC

Approved as to Form:

Doug Shae, Prosecuting Attorney

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Jessica Shaw, Environmental Manager



SUBJECT: 2017-2019 Biennial Stormwater Capacity Grant

DATE: November 28, 2017

MEETING DATE: December 7, 2017

I. OVERVIEW

The Biennial Stormwater Capacity Grant Program was established to assist communities in complying with the Phase II Municipal Stormwater Permits that were first issued in 2007. All Phase II communities are eligible to receive funding. Since 2009, the City of Wenatchee has received a total of \$447,262 through this grant program (not including the current proposed grant).

The grant has two main tasks, project administration and permit implementation. The Wenatchee Valley Stormwater Management Program in accordance with the Eastern Washington Phase II Municipal Stormwater Permit includes activities and best management practices that address public education and outreach, public involvement and participation, illicit discharge detection and elimination, construction site stormwater runoff control, post-construction stormwater management for new development and redevelopment, municipal operations and maintenance, recordkeeping and reporting as well as an evaluation of the effectiveness of the program. In 2016, the City of Wenatchee spent a total of \$497,700 on the implementation of the stormwater management program to comply with the permit.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor's signature on the 2017-2019 Biennial Stormwater Capacity Grant agreement with the Washington State Department of Ecology.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

The grant will provide \$50,000 to support the implementation of the city's stormwater management program. There is no match required for the grant, and the city will have until March 31, 2019 to spend the funds.

IV. PROPOSED PROJECT SCHEDULE

Stormwater management program activities can be billed to the grant back to July 1, 2017 and going forward until March 31, 2019. Staff anticipate billing 2018 stormwater program activities to the grant.

V. REFERENCE(S)

1. Water Quality Stormwater Capacity 1719 Agreement between the State of Washington Department of Ecology and City of Wenatchee, Agreement Number WQSWCAP-1719-Wenatc-00122.

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Brad Posenjack, Finance Director

Agenda Report 2017-47



Agreement No. WQSWCAP-1719-Wenatc-00122

WATER QUALITY STORMWATER CAPACITY 1719 AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF WENATCHEE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Wenatchee, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2017-2019 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	03/31/2019
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Wenatchee

Federal Tax ID: 91-6001291

DUNS Number: 075746545

Mailing Address: PO Box 519
Wenatchee, WA 98807-0519

Physical Address: 1350 McKittrick St, Ste A
Wenatchee, Washington 98801

Organization Email: jshaw@wenatcheewa.gov

Organization Fax: (509) 888-3201

Contacts

Project Manager	Jessica Shaw Environmental Manager P.O. Box 519 Wenatchee, Washington 98807-0519 Email: jshaw@wenatcheewa.gov Phone: (509) 888-3225
Billing Contact	Jessica Shaw Environmental Manager P.O. Box 519 Wenatchee, Washington 98807-0519 Email: jshaw@wenatcheewa.gov Phone: (509) 888-3225
Authorized Signatory	Frank J. Kuntz Mayor 129 South Chelan P.O. Box 519 Wenatchee, Washington 98807 Email: fkuntz@wenatcheewa.gov

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Wenatchee

By: _____

By: _____

Heather R. Bartlett
Water Quality
Program Manager
Date

Frank J. Kuntz
Mayor
Date

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$200.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; an EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page final outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be made available to ECOLOGY upon request..

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to- date staff contact information in the EAGL RECIPIENT contact form. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, RECIPIENT closeout report, and two-page outcome summary report.
- * Properly maintained project documentation

Recipient Task Coordinator: Jessica Shaw

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$49,800.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review and/or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
Monitoring, including:
 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.

11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vector truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Jessica Shaw

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
FY1719 Capacity Grants	0.00 %	\$ 0.00	\$ 50,000.00	\$ 50,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal

Agreement No: WQSWCAP-1719-Wenatc-00122
Project Title: 2017-2019 Biennial Stormwater Capacity Grants
Recipient Name: City of Wenatchee

remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for each project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required the RECIPIENT shall:
 - Use ECOLOGY's QAPP Template provided by the ECOLOGY Program.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The data must be successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date

mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

Agreement No: WQSWCAP-1719-Wenatc-00122

Project Title: 2017-2019 Biennial Stormwater Capacity Grants

Recipient Name: City of Wenatchee

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 05/11/2017

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Matt Leonard, Director of Public Works



SUBJECT: Regional Water Redundancy – Exploratory Well Drilling & Testing – Project Acceptance

DATE: December 4, 2017

MEETING DATE: December 7, 2017

I. OVERVIEW

This project installed and tested a 10” well in an effort to get more information on establishing a location for a second source for the Regional Water Supply. The Regional Water Supply, which includes the City of Wenatchee, East Wenatchee Water District, and the Chelan County Public Utility District No. 1, provides water service to the cities of Wenatchee and East Wenatchee and the communities surrounding the confluence of the Wenatchee River and Columbia River in Central Washington.

Empire Well Drilling was awarded the contract and began drilling on January 26, 2017. The initial contract required installing a 12” well but after encountering refusal of advancement of the casing at 170 feet a 10” casing was installed with an under-reamer to facilitate the drilling. Groundwater was encountered at 195 feet and was present to a depth of 240 feet. There was a layer of clay from 240 to 248 feet with bedrock below that. Drilling was stopped at 285 feet. The well was tested with a 100 horsepower pump and the results were recorded.

The original contract amount was \$175,716.80 and two change orders were issued to add more contract time and for the addition of the under reamer system. The final contract amount was \$178,259.50.

Exploration Well Drilling and Testing



**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**



Cable Tool Drilling Rig



Rotary Drilling Rig

II. ACTION REQUESTED

Staff recommends that the City Council accept the work performed by the contractor Empire Well Drilling, LLC on the Exploratory Well Drilling and Testing Project #1302 and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.

III. REFERENCE(S)

1. Final Contract Voucher Certificate

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Brad Posenjak, Finance Director

PW Agenda #2017-48



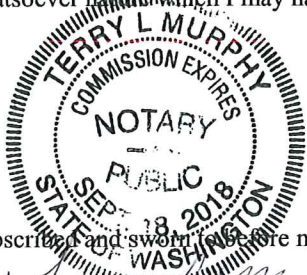
**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor Empire Well Drilling			
Street Address P.O. Box 3854			
City Wenatchee	State WA	Zip 98807	Date 10/17/17
City Project Number 1302	Federal-Aid Project Number		Highway Number
Job Description (Title) Exploration Well Drilling and Testing			
Date Work Physically Completed 9/12/2017		Final Amount \$178,259.50	

Contractor's Certification

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



Beau Anderson
Contractor Authorized Signature Required
Beau Anderson
Type Signature Name

Subscribed and sworn before me this 25th day of October 2017

X *Terry L. Murphy* Notary Public in and for the State of Washington,
residing at East Wenatchee WA

City of Wenatchee

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

X _____
Mayor/or Designee

Date of Acceptance