



WENATCHEE CITY COUNCIL

Thursday, February 8, 2018

Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

AGENDA

5:15 p.m. Regular Meeting

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

2. Consent Items:

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

Vouchers:

Payroll distribution in the amount of \$12,183.71 for January 23, 2018

Payroll distribution in the amount of \$500.00 for January 24, 2018

Claim checks #184890 through #184943 in the amount of \$149,789.33 for January 25, 2018

Wires #1431 and #1432 in the amount of \$42,871.57 for January 26, 2018

Benefit/deduction checks in the amount of \$761,172.67 for January 31, 2018

Claim checks #184944 through #184946 in the amount of \$5,092.00 for January 31, 2018

Claim checks #184964 through #185019 in the amount of \$172,119.22 for February 1, 2018.

Payroll distribution in the amount of \$398,999.52 for February 5, 2018

Payroll distribution in the amount of \$1,112.62 for February 5, 2018

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. Action Items.

- A. Authorization for Washington State Community Economic Revitalization Board Agreement for McKittrick Street Extension Project
Presented by Steve King, Economic Development Director

Resolution No. 2018-08, of the City of Wenatchee, Washington, authorizing and directing the Mayor to execute on behalf of the City of Wenatchee an agreement between the Washington State Community Economic Revitalization Board and the City of Wenatchee for aid in financing the costs of public facilities consisting of the McKittrick Street Extension Project.

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

- B. Travel and Business Expense Policy Updates
Presented by Brad Posenjak, Finance Director

Resolution No. 2018-06, adopting updated travel and business expense policies.

- C. Financial Policy Management Policy Revisions
Presented by Brad Posenjak, Finance Director

Resolution No. 2018-07, adopting updated financial management policies.

- D. Washington Water/Wastewater Agency Response Network Agreement
Presented by Jessica Shaw, Environmental Manager

Motion for City Council to authorize the Mayor's signature on the Mutual Aid and Assistance Agreement for Washington State for Intrastate Water/Wastewater Agency Response Network.

- E. Interlocal Agreement with Cascadia Conservation District Contract for Technical Assistance, Project Coordination and Support Services
Presented by Aaron Kelly, Public Works Operations Manager

Motion for City Council to authorize the Mayor's signature on the Interlocal Agreement with the Cascadia Conservation District.

- F. Surplus Property
Presented by Matt Leonard, Public Works Director

Resolution No. 2018-09, 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.

5. Reports.

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

6. Announcements.

7. Adjournment.



DRAFT

WENATCHEE CITY COUNCIL MEETING

Thursday, January 25, 2018

Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

MINUTES

In attendance:

Mayor Frank Kuntz
Councilmember Jim Bailey (via phone)
Councilmember Ruth Esparza
Councilmember Lyle Markhart (via phone)
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 Jessie Saucedo
Arts, Recreation & Parks Director David Erickson
Human Resources Director Kari Page
Senior Engineer (Utilities) Jeremy Hoover
Environmental Manager Jessica Shaw
Community Development Director Glen DeVries
Public Information Officer Annagrisel Alvarez
Police Chief Steve Crown

5:15 p.m. Regular Meeting

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

Mayor Frank J. Kuntz called the regular meeting to order at 5:15 p.m. Councilmember Mike Poirier, having just returned from his Hawaiian vacation, led the Pledge of Allegiance. All Councilmembers were present, with Councilmembers Jim Bailey and Councilmembers Lyle Markhart participating via phone conference.

2. Consent Items:

- Motion to approve agenda, vouchers, and minutes from previous meetings.
- Resolution No. 2018-03, designating voting representatives on behalf of the City to various community boards, councils and organizations.

Motion to approve the consent items by Councilmember Keith Huffaker. Councilmember Ruth Esparza seconded the motion. Motion carried (7-0).

3. Citizen Requests/Comments. None.

4. Presentations. None.

5. Action Items.

A. Arts, Recreation and Parks Commission Appointment

David Erickson, Arts, Recreation & Parks Director, presented the staff report.

Motion by Councilmember Linda Herald to approve Resolution No. 2018-01, reappointing a member to the Arts, Recreation and Parks Commission (Raylene Dowel). Councilmember Mike Poirier seconded the motion. Motion carried (7-0).

B. Bus Pass Program

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

Motion by Councilmember Ruth Esparza for City Council to approve the Bus Pass Program Policy which provides regular employees an alternative environmentally friendly and economical mode of transportation to and from work. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

C. Elmwood Subdivision Sewer Extension – Project No. 1610 Final Acceptance

Jeremy Hoover, P.E., Senior Engineer – Utilities, presented the staff report. Council asked questions and commented that the neighborhood is happy with the project, the work was well done and under budget!

Motion by Councilmember Keith Huffaker for City Council to accept the work performed by the contractor, Selland Construction, Inc. on the Elmwood Subdivision Sanitary Sewer Extension, Project #1610, and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).

D. Stormwater Effectiveness Study Interlocal Agreement

Jessica Shaw, Environmental Manager, presented the staff report.

Motion by Councilmember Mike Poirier for City Council to authorize the Mayor's signature on the interlocal agreement for development and implementation of an effectiveness study related to regional stormwater management and permit compliance. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

E. Snow and Ice Removal Violations

Allison Williams, Executive Services Director, presented the staff report. Council asked questions.

Motion by Councilmember Keith Huffaker to approve Ordinance No. 2018-05, amending Ordinance 2012-37, Section I also cited as WCC 7.24.070, as it relates to who may issue civil infractions for snow and ice removal violations. Councilmember Ruth Esparza seconded the motion. Motion carried (7-0).

6. Public Hearings. None.

7. Reports.

- a. Mayor's Report. The Mayor reported on his upcoming trip to Washington, D.C. next Monday-Wednesday. He continues to monitor the legislature in Olympia. The Federal Building committee meets tomorrow. He reminded everyone that the Homeless Steering Committee has a meeting scheduled next week as well, and the importance of having all the agencies at the table.
- b. Reports/New Business of Council Committees. Councilmember Keith Huffaker announced that Community Action has hired Alan Walker as the new Executive Director.

8. Announcements. None.

9. Adjournment. With no further business the meeting adjourned at 5:42 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk

COUNCIL AGENDA REPORT
City of Wenatchee



TO: Frank Kuntz, Mayor
City Council

FROM: Steve King, Economic Development Director

SUBJECT: Resolution 2018- 08

DATE: February 5, 2018

MEETING DATE: February 8, 2018

I. OVERVIEW

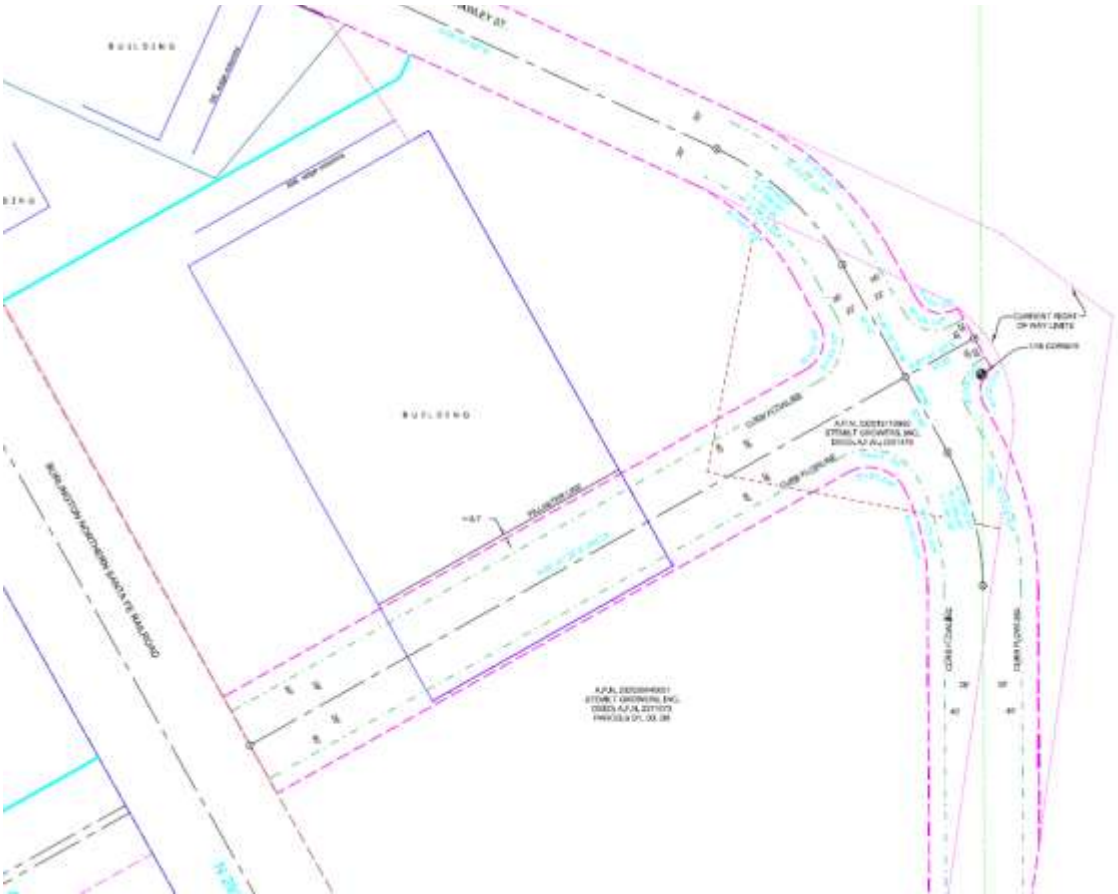
City staff have been working with Stemilt Growers to coordinate a public private partnership that will facilitate the extension of McKittrick Street across the BNSF railroad tracks to Miller Street. The McKittrick Street extension was identified in the North Wenatchee Master Plan as a signature street supporting the redevelopment of the area impacted by the Sleepy Hollow fires. The city is pursuing a railroad underpass at this location and thus this partnership will constitute securing right of way for the future underpass. In addition, identification of right of way will provide certainty in terms property configurations related to road right of way. Stemilt Growers has agreed to work with the city in partnership as both the city and Stemilt receives mutual benefit by establishing this right of way and constructing the extension of McKittrick Street. This effort is consistent with the adopted 2017 Comprehensive Plan.



The actual construction of the street will depend on the city's success of obtaining grants. Initially, CERB funds were not available due to the a lack of the capital budget. However, in November of 2017 the city was awarded most of the grant/loan request by virtue of funds coming available. The City Council passed resolution 2017-33 on October 12, 2017 authorizing acceptance of this grant/loan award and committing funds toward match and repayment. These funds will partially cover the cost of right of way acquisition which not only secures the right of way for a future underpass, but counts toward match for the Federal INFRA request. This resolution authorizes the Mayor to enter into a contract with CERB to access funds as detailed below.

A preliminary budget estimate has been developed for the right of way of \$1.2 Million. This investment will include removal of approximately 80 feet of an existing building that was slightly damaged in the fires as well as securing right of way as depicted below.

COUNCIL AGENDA REPORT
City of Wenatchee



COUNCIL AGENDA REPORT
City of Wenatchee



II. ACTION REQUESTED

A motion to approve Resolution 2018-08 authorizing and directing the Mayor to execute on behalf of the City of Wenatchee an agreement between the Washington State Community Economic Revitalization Board and the City of Wenatchee for aid in financing the cost of public facilities consisting of the McKittrick Street Extension Project.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

The prior ROW purchase was authorized by Council on August 10 utilizing a short term line of credit or internal loan. The CERB grant converts the line of credit expenditure to a grant/loan with CERB and frees up the use of the line of credit to further the remainder of the North Wenatchee redevelopment. The loan amount is \$859,409 and the grant amount is \$113,776. Repayment is based on a 20 year term with an interest rate of 2.5% per annum on the outstanding principal balance.

IV. REFERENCE(S): N/A

V. ADMINISTRATIVE ROUTING

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

RESOLUTION NO. 2018-08

A RESOLUTION, of the City of Wenatchee, Washington, authorizing and directing the Mayor to execute on behalf of the City of Wenatchee an agreement between the Washington State Community Economic Revitalization Board and the City of Wenatchee for aid in financing the costs of public facilities consisting of the McKittrick Street Extension Project.

WHEREAS, the Washington State Community Economic Revitalization Board awarded the City of Wenatchee a grant and loan to assist in the McKittrick Street Extension Project; and

WHEREAS, it is the responsibility of the City Council of the City of Wenatchee to commit the City to indebtedness and agree to the financing terms required by the Washington State Community Economic Revitalization Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE that the Mayor of the City of Wenatchee be and he is hereby authorized and directed to execute, on behalf of the City of Wenatchee, a Final Contract between the Community Economic Revitalization Board and the City of Wenatchee and such other documents as may be required for securing aid in financing the cost of the above-described public facilities; and

BE IT FURTHER RESOLVED that the City Council of the City of Wenatchee has accepted the offer of the loan from the Community Economic Revitalization Board in the amount of \$859,409, said loan to bear interest at the rate of 2.5% per annum. The City Council of the City of Wenatchee has also accepted a grant from the Community Economic Revitalization Board in the amount of \$113,776.

Repayment of said general obligation loan shall be consistent with the terms provided in the signed Initial Offer of Financial Aid and more particularly as follows:

General Obligation loan of \$859,409 with an interest rate of 2.5 percent (%) per annum on the outstanding principal balance, for a term of 20 years maximum, including deferred principal and interest until July 31, 2020.

A copy of said Initial Offer of Financial Aid is attached hereto, designated as Exhibit A, and made a part hereof as though set forth herein in full.

The City of Wenatchee reserves the right to accelerate payments on principal and eliminate the interest on any accelerated principal payments.

This obligation shall be considered as a legal general obligation of the City of Wenatchee and the City of Wenatchee hereby pledges its full faith and credit to the payment thereof; and

BE IT FURTHER RESOLVED that the City of Wenatchee shall establish a separate fund to be known as the Community Economic Revitalization Board (CERB) Fund. Establishment of this fund applies to CERB grants and loans. In the case of a loan, there shall be sufficient moneys placed in this fund to meet the above-detailed repayment schedule. The source of payment is the General Fund.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular hearing thereof this 8th day of February, 2018.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER
City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

Washington State
Community Economic Revitalization Board

Initial Offer of Financial Aid

City of Wenatchee

Federal Tax Number: 91-6001291

Offer Date: November 16, 2017

The Community Economic Revitalization Board (CERB) is authorized by chapter 43.160 RCW to provide funds to political subdivisions to assist in financing the cost of certain public facilities. This Initial Offer of Financial aid is contingent upon the availability of CERB funds. CERB hereby offers to make funds available to **the City of Wenatchee**, hereafter referred to as the "Contractor," in order to aid in financing the cost of, or improvements to, public facilities consisting of **McKittrick Street Extension Project** as described in the application (hereafter collectively referred to as the "Project").

This offer consists of:

- General Obligation loan of \$859,409
- Interest rate: 2.5 percent (%) per annum on the outstanding principal balance
- Term: 20 years maximum, including deferred principal and interest until July 31, 2020
- Grant of \$113,776

This offer is subject to completion of pre-contract conditions, as described in Attachment A.

A final contract shall be developed by CERB prior to disbursement of funds. No project costs incurred prior to this offer date will be reimbursed by CERB. In the event a final contract is not executed, no CERB funds will be disbursed.

If accepted, this Initial Offer of Financial Aid must be signed and returned to CERB by **December 29, 2017**.

ACCEPTANCE

FOR CERB

FOR THE CONTRACTOR

Randy Hayden, Chair
Community Economic Revitalization Board

Name: _____

Title: _____

Date: _____

Date: _____

**COUNCIL AGENDA REPORT
FINANCE DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council Members

FROM: Brad Posenjak, Finance Director

SUBJECT: Resolution #2018-06, Travel & Business Expense Policy Updates

DATE: February 2, 2018

MEETING DATE: February 8, 2018

I. OVERVIEW

The City's Travel Policy was originally adopted and updated into City Code over the past several decades. In 2013 the City Council approved a Travel Policy document that detailed the City's policy on travel and business expenses.

Over the past several years, the City has hosted modest retirement parties, an annual all-staff breakfast, and started a wellness program with awards and incentives. These events may include small awards, gifts, and other expenses aimed at incentivizing employee performance. City policy needs to be updated to allow these types of expenses.

II. ACTION REQUESTED

Staff requests the City Council approve Resolution #2018-06 to update the City's Travel & Business Expense Policy.

III. FISCAL IMPACT

This policy update allows for expenses related to retirement and award recognition. If a department chooses to incur these expenses, they will come from within the departments approved operating budgets. This has been reviewed by Finance Committee.

IV. ATTACHMENTS

Resolution 2018-06
Exhibit "A", Travel & Business Expense Policy

V. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Department Directors

RESOLUTION NO. 2018-06

A RESOLUTION, adopting updated travel and business expense policies.

WHEREAS, a travel and business expense policy is an important tool for managing reimbursement to employees and elected officials; and

WHEREAS, it is the responsibility of the City Council of the City of Wenatchee to provide policy direction through the passage of ordinances, resolutions, and budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE that the updated travel and business expense policies attached hereto as Exhibit "A" shall be and hereby are adopted by the City of Wenatchee; and

BE IT FURTHER RESOLVED that this resolution shall amend and restate the prior Procedure Manual related to travel adopted by motion of the Council on September 12, 2013.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular hearing thereof this 8th day of February, 2018.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER
City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

EXHIBIT “A”

Travel ~~Procedure~~ ~~Manual & Business~~ Expense Policy

Document Purpose

To establish the City of Wenatchee's travel policies and to delineate those valid business expenses for which payment or reimbursement may be sought by employees, public officials and volunteers of the City.

It is the further purpose of this document to provide a mechanism for a reasonable and timely reimbursement and/or the advancement of such necessary expenditures.

References: Chapter 42.24 RCW, WMC 1.10.015 and 1.20.530 - 590

Policy Statement

It is the policy of the City of Wenatchee to allow the attendance and participation of authorized employees, public officials and volunteers (hereafter referred to as employees) at meetings, conventions and seminars (hereafter referred to as events) where such participation is determined to be in the public's interest.

The City of Wenatchee will pay reasonable and necessary expenses incurred by its employees while on authorized City travel. When incurring such expenses, employees must be sensitive to public expectations as to the use of public moneys and the need to use good judgment. The City will not pay expenses which are deemed excessive, extravagant, unnecessary or unreasonable.

Claimants have the responsibility for becoming knowledgeable about authorized expenditures and the documentation requirements. Care must be taken to avoid expenditures not directly and reasonably related to the conduct of City business. It is expected that expenses incurred under this policy will be appropriate to the circumstances and consistent with the best interest of the city and its desire to minimize travel costs.

If an employee desires to have their family members or guests accompany him/her on any City related travel, the employee shall advise the City at the time the advanced travel request is made. The employee shall provide payment of any costs for family members or guests so that no obligation by the City exists during any period of time.

When travel costs and/or registration or other fees have been paid by the City on behalf of the employee, and that the authorized staff fails, without good cause to attend the event said staff shall reimburse the City the amount paid by the City. Questions of good cause shall be determined by the Finance Office.

Travel Authorizations

Travel by all employees shall be specifically provided for in the approved budget and as provided below:

The Mayor will approve all travel and related expenses for department directors, advisory board members and Council members. Department directors will approve travel and related expenses for their staff.

All out-of-state travel must be approved by the Mayor for all City employees prior to arrangements being made and commitment of liability against the City of Wenatchee for payment. This may be facilitated through the use of the Prior Approval Travel Request form which may be obtained from the department Administrative Assistant or from the Finance Office.

Advance Travel Requests/Payments

Payments in advance for out-of-pocket travel expenses for authorized travel may be made from an advance travel fund. Travel advances are not intended for travel tickets, pre-registration fees, prepaid lodging or other such items which can normally be billed to the City, paid through the regular accounts payable system or if necessary the city credit card. An Advance Travel Fund was created in City code 1.20.530. The purpose of this fund is to provide reasonable allowances in advance of travel to minimize the impact on the personal finances of employees when they are traveling for the benefit of the City.

An employee may secure an expense advance by submitting an Advance Travel Request to their supervisor, and if approved, to the Finance Department. The amount requested should be a minimum of \$50. Such advances should be requested at least one (1) week prior to the date required. Employees must clear any outstanding advances before requesting another advance.

Settlement for travel advances must be made on or before the fifteenth (15th) calendar day following the end of travel and will be accompanied by any unexpended portion of the advance including any non-reimbursable travel expenses. Such settlement shall be completed on the City's Claim for Expense form; all applicable receipts should be attached to the form in an orderly manner and forwarded to the Finance Department, after approval by the supervisor.

The travel advance is considered a lien against any amount owed by the City to the employee. Amounts considered to be in default may be withheld by the City from the employee's monthly paycheck. Any outstanding advances not cleared before an employee's termination will be withheld from their final paycheck.

The advance travel Fund will not be used to make reimbursements to employees.

Eligible Expenses

Generally, eligible expenses are those actual costs incurred by an employee as a result of performing City business. Such costs may be incurred in relation to authorized travel or associated with official business in the Greater Wenatchee Area.

Registration

Actual cost of registration will be paid for any employee at an event. Registration should be submitted for payment in advance of the travel, rather than submitted as an expense on the Claim for Expense form. If it is not possible to be submitted in advance, registration cost may be submitted for reimbursement. Registration costs will not be paid as part of a request for a travel advance.

Transportation

Miscellaneous travel costs such as bus, taxi, bridge or other tolls, parking, ferry and the like (not including any maid service) are allowable expenses. It is desired that a receipt for the above be attached to the expense claim form.

Airline Travel

Airline Travel arrangements may be made directly by employees. However, the Mayor must give his approval prior to finalizing out-of-state travel flight arrangements. All air travel shall be at the lowest fare available. Payment for air travel shall be at actual cost from Wenatchee to destination and return. However, the city will not incur extra cost to accommodate Frequent Flyer programs.

Use of Personal Vehicle

Employees using a personally owned auto to travel out-of-town on City business will be reimbursed at the mileage rate established by the Internal Revenue Service. Wherever practical, employees should ride together to minimize costs. No mileage reimbursement will be made for casual or occasional use of the personal vehicle within the City of Wenatchee. When using a personal vehicle for City business, proof of a valid Washington State driver's license and valid insurance is required.

Only one person traveling in the same vehicle may be reimbursed for the trip.

Use of City Vehicle

Employees may use assigned vehicles or available pool cars while on city business. Employees using a city owned vehicle for out-of-town travel shall secure a City Chevron card from the Finance Office for purchases of gasoline, oil, and emergency repairs. The use of the City's gas card is only authorized when using a City vehicle for out of town travel.

Operating city owned vehicles requires a valid Washington State driver's license. Employees shall provide proof of a current and active Washington State driver's

license to the Human Resource Department. . It is the responsibility of the employee to provide Human Resources copies of the active driver's license including any conditions and situations that may impact the employee's driver's license.

Rental Vehicles

Rental vehicles will be allowable with prior authorization from a department director, but only under exceptional circumstances related to business necessity, not personal convenience. Justification will be required with the Claim for Expense form for all rental vehicle expense claims. If available, employees are to obtain both liability and collision/comprehensive coverage provided by the rental agency for rentals of less than two (2) weeks duration.

Daily commute transportation expenses between the employee's residence and the regular work site is a personal obligation of the employee and is not reimbursable by the City.

Local Travel Expenses

The local area is defined as Wenatchee and East Wenatchee. It is expected that employees will exercise appropriate judgment and discretion in requesting reimbursement for expenses incurred in the local area.

Mileage reimbursement within the local area will be allowed if the use of a personal vehicle is significant and required by the job. No casual or insignificant use will be reimbursed. Permission to use a personal vehicle on a regular basis must be obtained from the employee's direct supervisor. No motor pool vehicle must be available for employee's use.

Lodging and Meals

Lodging

Actual costs of lodging will be reimbursed. If a family member or guest accompanies the employee, the employee shall submit and be reimbursed only the amount of a single rate accommodation. Such single rate accommodation must be noted on the hotel/motel bill submitted. Lodging expenses shall not be reimbursed or paid unless the total distance between the site of the event is at least fifty (50) miles (one way, using the most direct route) from the closer of either the traveler's official residence or official work-site. Under special circumstances involving early or late meetings, or multiple day meetings, lodging expense for less than 50 miles distance may be authorized subject to the Department Director's approval and before the occurrence happens. Reimbursement requests must be accompanied by an itemized receipt.

Direct billing of hotel/motel charges is preferable. Rooms may be reserved with the City credit card however an advance travel must be requested as no charges will be incurred against the City credit card.

Allowable lodging expenses are intended to include the basic commercial lodging rate or the "government rate" if available, any applicable sales taxes and/or hotel/motel taxes. It shall be the responsibility of the employee to request of the lodging vendor a "government rate," if available, unless a lower rate for the same accommodations is available with the regular rate. The above maximum lodging rates do not apply where lodging is tied to a specific hotel or motel or lodging accommodation in connection with the event being attended. Use mid-priced lodging appropriate for business travels. When attending conferences or training seminars, the conference hotel is appropriate.

The traveler should always look for a lower rate when applicable. If special or unusual circumstances or other limitations exist in connection with the lodging for an event, higher lodging rates may be approved in advance by the Department Director.

Meals

The City does not ordinarily reimburse for meal expenditures within a 50 mile radius of the employees home base however exceptions may be made. All meals will be reimbursed based on the US General Services Administration (GSA) per diem rates for the area the meal was purchased. If the meal reimbursement is not in conjunction with travel which requires an overnight stay, per IRS regulation this reimbursement will be a taxable fringe benefit and payable on the end of the month payroll. In this circumstance if the meal was purchased during city business the travel expense claim form will result in what the IRS terms the "accountable plan"; the reimbursement will be through the accounts payable process. Documentation of the city business and the department director approval must be attached to the claim form.

In the event that an emergency crew must eat at an area establishment the establishment may direct bill the City or the crew lead worker/supervisor or department administrative assistant may elect to pay for the purchase. An itemized receipt must accompany the request for reimbursement.

Meals may be reimbursed by the per diem method

A per diem is a daily allowance for eligible meals to be used in connection with authorized City travel. An Expense Claim form must be completed and submitted to the Finance Department within fifteen (15) business days of returning from travel.

The maximum meal allowances are intended to include the basic cost of a meal, any applicable sales tax, and any tip or gratuity not to exceed fifteen percent (15%) of the total cost of the meal. The per diem will be based on the GSA Domestic Per Diem Rates on the GSA website for the location the meal was purchased.

To be eligible for meal allowances, the employee must be in travel status during the normal meal period(s). To receive reimbursement for breakfast you must be in travel status before 7:00a.m.; for lunch, before 12:00 nor and/or return after 1:00 p.m.; and for dinner, the employee must be in travel status until after 6:00 p.m.

No payment for or reimbursement of meal expenses shall be allowed when meals are provided as part of the event. It is expected that the employees will use meals included in a registration fee. However, constraints such as time, dietary restrictions and/or other circumstances may preclude use of such prepaid meals. In such cases, the GAS per diem rate may be reimbursed by submitting a claim form.

Employees funded by grants must follow any reimbursement authorization/procedures pursuant to the grant. The employee should familiarize themselves with the granting agencies requirements and adhere closely to them.

Miscellaneous Expenses

Telephone and FAX

Charges for telephone and FAX are eligible for reimbursement if city business required such communication. Long distance calls submitted by the employee for reimbursement must be itemized on the Claim for Expense form.

Personal calls due to emergency circumstances may be submitted for consideration of reimbursement. A sufficient explanation must accompany the Claim for Expense form.

Ineligible Expenses

Payment for or reimbursement of any of the following expenses is prohibited:

The following expenses are considered ineligible and will not be reimbursed:

- Liquor and tobacco
- Meals or lodging accommodations for family or guests
- Personal telephone calls, except in emergency as stated above
- Travel paid for by any other organizations;
- Tips other than for meal service;
- Mileage if traveling as a passenger in a privately owned car;
- Trip insurance;
- Any other personal expense for entertainment, personal grooming or laundry.

Non-Travel Food and Beverage Reimbursement Policy

City Employee in Non-Travel Status

~~City funds may be use to~~ ~~The City may~~ provide meals and refreshments to City employees ~~or reimburse employees for the costs of meals~~ when it is in the City's interest to do so. Examples include staff meetings held during the mealtime at the City's convenience where a time or remote location makes it impractical for employees to provide their own meals. Request for payment or reimbursement should include an explanation of the business purpose. The City will not pay for the cost of meals when employees are attending training at local facilities.

Meetings, Ceremonies and Celebrations

Reasonable expenses for light refreshments, including Coffee, food items and utensils associated with ceremonies, dedications or an unveiling that is recognized as serving the public purpose are legitimate City expenditures.

Retirement celebration expenses for employees retiring from the City of Wenatchee are authorized up to \$200 of City funds per retiring employee. This limit includes refreshments and any retirement gift. Employees may also use personal funds to add to the limit. This policy does not obligate the City to host retirement celebrations.

~~It is also recognized that City payment for business related food and beverage for non-travel purposes will be incurred by City staff wherein reimbursement will be provided.~~

Employee Recognition

Employee recognition means any award, token of appreciation, prize, meal, entertainment or event that is intended specifically to promote good will, foster a sense of pride in affiliation with the City, promote safety, wellness, productivity, reliability, efficiency, dedication, commitment to the community and/or cost savings for the City among City employees.

Employee recognition within the parameters of recognized award programs are authorized, not to exceed \$100 in value per award. Such awards may include, but not be limited to, cash, gift certificates or such items as pen and desk sets, plaques, pins, framed certificates, clocks, and calculators. Cash and gift certificate awards must be included as compensation for payroll purposes.

Penalties for Fraud or Abuse

City employees who are found to have falsified claimed expenses under these policies are subject to disciplinary actions which may include termination from City employment. In addition, state law provides that any person intentionally

submitting a false claim commits the crime of perjury in the second degree. State and City laws may also provide for additional criminal penalties including, but not limited to, theft.

Authorization for Exceptions

No policy can anticipate all possible circumstances and provide for their needs. Consistent with the statement of policy, the Mayor or Finance Director may authorize exception to any rates or restrictions imposed by these policies. Such authorization shall be by memo summarizing the circumstances and specifically identifying the expectations to be authorized. Receipts are required for such authorized amounts.

**COUNCIL AGENDA REPORT
FINANCE DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council Members

FROM: Brad Posenjak, Finance Director

SUBJECT: Resolution #2018-07, Financial Management Policy Revisions

DATE: February 2, 2018

MEETING DATE: February 8, 2018

I. OVERVIEW

As the City came out of the recession, it adopted Financial Management Policies in 2012. These were slightly updated in 2013. After six years of operating under these Financial Management Policies, we have learned which policies are practical, and which policies create busywork. The goal of this policy update is to remove unnecessary or unused policies while maintaining the City's high level of internal controls over financial reporting.

II. ACTION REQUESTED

Staff requests the City Council approve Ordinance #2018-07 to update the City's Financial Management Policy.

III. FISCAL IMPACT

This policy updates several financial management and reporting processes, but does not have a direct measurable fiscal impact. This has been reviewed by Finance Committee.

IV. ATTACHMENTS

Resolution #2018-07
Exhibit "A", Financial Management Policy

V. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Department Directors

RESOLUTION NO. 2018-07

A RESOLUTION, adopting updated financial management policies.

WHEREAS, the purpose of a financial management policy is to outline the financial goals, expectations, policies, and processes of the City; and

WHEREAS, it is the responsibility of the City Council of the City of Wenatchee to provide policy direction through the passage of ordinances, resolutions, and budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE that the updated financial management policies attached hereto as Exhibit "A" shall be and hereby are adopted by the City of Wenatchee; and

BE IT FURTHER RESOLVED that this resolution shall amend and restate the prior Financial Management Policy of the City adopted by Resolution No. 2013-41 on July 25, 2013.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular hearing thereof this 8th day of February, 2018.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER
City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

Exhibit A

City of Wenatchee Financial Management Policies

General Financial Goals

1. Ensure delivery of an adequate level of municipal services by relying on ongoing resources and by maintaining an adequate financial base to withstand changes in volatile revenue sources.
2. Ensure that the City is in a position to respond to changes in the economy or new service requirements without an undue amount of financial stress.
3. Maintain a good credit rating in the financial community and assure taxpayers that City Government is well managed financially and maintained in sound fiscal condition.
4. Maintain City facilities, infrastructure, equipment and fleets in a well-planned and efficient manner to minimize unexpected and preventable expenditures.

Finance Committee

A standing Finance Committee will be formed with regularly scheduled meetings, at least monthly. The committee members are: Mayor, 3 Councilmembers, Finance Director, ~~Public Works Director Operations,~~ and Executive Services Director. The Finance Committee will review the budget, quarterly financial updates, personnel increases, grant agreements with extended commitments and unbudgeted match requirements, all forms of debt commitments and contracts and other items as they occur.

Primary Budget Responsibility

1. The City Council has final responsibility for approving the annual Operating Budget and appropriating funding for the capital needs of the City. The City's budget is ~~approved-adopted~~ at the Fund level and monitored on the department level in the General fund. ~~-except for the General Fund which will be approved at the department level.- Multi-year capital projects estimated to cost \$250,000 or more will be budgeted by project and by fund.~~
2. The Mayor and the Finance Department have the primary responsibility for bringing the budget forward for Council consideration. Department Directors, will have the primary responsibility for ~~formulating budget proposals,~~ proposing programs, recommending funding levels, analyzing position expense distributions, and formulating budget proposals for implementing service programs in accordance with established City Council goals and directives. The Mayor and Department Directors are responsible for the overall management of their respective budgets through monitoring, identifying and correcting any budgetary problems as they arise. The Finance Department will assist the Department Directors if needed.
3. At the direction of the Mayor, the Finance Department coordinates the overall preparation and administration of the City's budget in compliance with applicable State of Washington statutes. The Finance Department provides the budget calendar and revenue budget estimates, assists department staff in identifying budget problems and formulating alternative solutions, and prepares and distributes the final budget document.

Exhibit A

~~4.~~ ~~Annually, at the February Council work session~~ the Finance Department and the Department Directors will present to ~~Council~~ the Finance Committee the preliminary results of the prior year's budget.

~~4.5.~~ Multi-year capital project budgets should be prepared with sufficient detail to ensure accurate projections and monitoring.

Operating Budget Policies

1. Ongoing or recurring revenues in each fund should be equal to or exceed ongoing expenditures. ~~Each City~~ The General fund budget shall identify ongoing resources that at least match expected ongoing annual expenditure requirements. One-time cash transfers and non-recurring ending fund balances will be applied to reserves or to fund one-time expenditures; they will not be used to fund ongoing programs without the City Council's specific approval.
2. The Finance Department will provide budget status reports to the Mayor, City Council and Department Directors at least quarterly. Department Directors are expected to monitor revenue and expenditures on a more frequent basis through the use of the City's accounting reporting system.
3. Expenditure budget adjustments will only be allowed for unanticipated circumstances ~~which are greater than .5% of the annual departmental (for General Fund) or fund budget, excluding one-time grant funded activity. Multiple unanticipated circumstances that do not meet the .5% threshold may be combined but must be greater than 1% of the departmental or fund annual budget. The Director responsible for the department or fund must adjust their spending to stay within the authorized budget for unanticipated circumstances that do not meet either of these conditions. Grant matching requirements will be accommodated in the department or fund budget unless the match meets one of the thresholds above.~~ when approved by Finance Committee and adopted by City Council.
4. To ensure all possible revenues are received and billed properly and all contractual payments are made on a timely basis, a copy of all contracts and agreements will be given to the Finance Department for review and to schedule billings/payments. The Department Director signing the agreement will ensure a copy of the contract is provided to the Finance Department.

Revenue Policies

1. To the extent possible, a diversified and stable revenue system will be maintained to shelter public services from short-term fluctuations in any one or combination of multiple revenue sources. ~~Trends analyzing the dependence on distinct revenue sources shall be included in the budget presentations for consideration by the Council.~~
2. Revenue forecasts shall be realistically estimated and based on the best information available.
3. The City will follow best practices to collect revenues.
4. ~~Revenue forecasts will assess the full spectrum of resources that can be allocated for public services. Each year the Council shall review potential sources of revenue as part of the annual budget development process.~~ Retail Sales and Use tax revenue will be reviewed for projects greater than \$5 million. The revenue from these projects will be considered one-time revenues and should not be used to support recurring operations.
5. In order to adequately deal with short-term (anticipated duration of less than one year) economic downturns and temporary gaps in cash flow, expenditure reductions or restrictions may be imposed by the Mayor and/or the City Council. Alternately, the Council may approve a one-time drawdown of the Rainy Day Reserve to address temporary downturns in City revenues.

Exhibit A

Interfund loans authorized by the Council and paying interest, may be utilized to cover temporary gaps in cash flow.

6. To address long-term (greater than one year) revenue downturns, revenue forecasts will be revised and expenses will be reduced to conform to the revised long-term revenue forecast, and new sources of revenue or revenue increases will be considered. Deficit financing and borrowing to support ongoing operations will not be considered as an acceptable policy of the City as a response to long-term revenue shortfalls.
7. All potential grants shall be carefully examined for matching requirements. Some grants may not be accepted if the local matching funds cannot be readily identified or justified. Grants may also be rejected if the financial obligation of the programs must be continued with local resources after grant funds are exhausted.
8. ~~Fees and service charges should be reviewed by the responsible department to ensure the maximum amount of cost recovery. The City shall develop and maintain a comprehensive list of various fees and charges. Fees may be set at levels sufficient to cover the entire cost of service delivery (such as in the "Enterprise Funds"), or the service may be subsidized as Council deems appropriate. The City will systematically review user fees and rates and consider adjustments as necessary to take into account the effects of additional service costs and inflation. Utility rate studies shall be conducted to ensure that the rates will continue to support direct and indirect costs of operations, administration, plant maintenance, debt service, depreciation of capital assets, and moderate system extensions. Based on a market analysis, fees for similar services in other communities may also be considered. The criteria used to evaluate recommended target rates (equity, cost recovery policy, market demand, etc) shall be included in the staff report during the review. Such review should be scheduled every 4 years, at a minimum, and be incorporated into the budget process for possible action by the City Council.~~
9. The City will review contracts and leases which result in revenues to the City on a timely basis in order to provide for careful evaluation by the City Council.
10. Recurring or ongoing revenues are defined as sustainable funding sources received over multiple years from which ongoing services can be funded. Recurring revenues do not include grant awards or other one-time revenues. Recurring revenues are tracked and reported on a regular basis to the Finance Committee and any fluctuations or deviations are noted for the purposes of adjusting impacted ongoing City operations.

Expenditure Policies

1. The City will only propose operating expenditures which can be supported from on-going operating revenues. Before the City undertakes any agreements that would create fixed on-going expenses, the cost implications of such agreements will be fully determined for current and future years. As a part of the Capital Facilities Plan development, capital expenditures may be funded from one-time revenues, however, the operating budget expenditure impacts of capital expenditures will be reviewed for compliance with this policy provision.
2. The City will review funds, for services provided internally by other funds. The estimated direct and indirect costs of service will be budgeted and charged to the fund receiving the service. Interfund service fees charged to recover these costs will be recognized as revenue to the providing fund. A review of the method for determining the amount of the interfund assessment will be conducted periodically. When possible, expenditures will be made from the fund receiving the benefit rather than relying on interfund billing to recover these costs.

Exhibit A

3. Emphasis is placed on improving individual and work group productivity rather than adding to the work force. The City will invest in technology and other efficiency tools to maximize productivity.
4. The creation of new employee positions must be documented and approved by the Council. This will normally be done during the budget process with the documentation supporting the new position included in the Council budget packets.
5. All compensation planning and collective bargaining will focus on the total cost of compensation, which includes direct salary, payroll taxes, health care benefits, pension contributions, training allowance, and other benefits of a non-salary nature, which are a cost to the City.
6. One-time revenues will not be used to support ongoing expenditures.
7. Facility maintenance expenditures will be budgeted for annually in the appropriate funds using the facilities and transferred into the Facility Maintenance Fund. The annual rate will include the costs for routine maintenance and a reasonable amount to create a Capital Reserve ~~to cover a 10-year maintenance program as developed by the Public Works Director of Operations.~~
- ~~8. Insurance costs will be allocated to each department or facility based on actuarial cost allocation conducted every two years. This allocation will utilize both the experience factors of the department coupled with their anticipated exposure to determine the portion of the City's Property and Liability coverage for which each department is responsible.~~
- ~~9-8.~~ Recurring or ongoing expenditures/expenses are defined as costs incurred for the daily activities needed to provide services to the citizens of Wenatchee. Recurring expenditures do not include one-time grant expenses but departments may be required to find ~~do include the~~ matching requirements from within their regular budget. Recurring expenses include all debt obligations unless the debt is short-term (3 years or less) and has an independent funding source.
- ~~10-9.~~ Capital projects will be budgeted by task: preliminary engineering/design, right of way, construction engineering/management and construction; as applicable. The capital project budget will indicate the funding source(s) by fund and grant award, as applicable. Capital projects exceeding the project budget by more than 5% must obtain Council approval prior to the overage

Reserve Fund Policies

1. The General Fund will maintain a minimum unrestricted fund balance of 15% of recurring expenditures to ensure adequate cash flow. The General Fund will also maintain a minimum of \$1,000,000 Rainy Day restricted fund balance to be used only with Council approval. The reserve will be established and replenished from one-time revenues not committed for other purposes, excess operating reserves or by budgetary action.
2. The Convention Center, Street, Community Center, and Cemetery funds will maintain a minimum unrestricted fund balance of 15% of recurring expenditures to ensure adequate cash flow.
3. Utility funds will meet reserve requirements indicated in the appropriate rate studies and bond covenants.

Exhibit A

4. The Self Insurance Fund will maintain an unrestricted fund balance \$500,000 greater than the annual insurance premium.
5. The Equipment Rental and Replacement Fund will maintain a reserve balance adequate to replace equipment on an established schedule.
6. The Information Services Fund will maintain a reserve fund balance sufficient to annually replace equipment and software and cover operations.
7. The Facilities Maintenance fund will maintain a reserve balance sufficient to maintain operations of City facilities and prepare for major unexpected facility repairs.
8. Reserve balances requirements are evaluated at the end of the fiscal year. If the reserve balances of any fund listed in this section is drawn down below the minimum requirements, a plan or budget will be created to replenish the reserves in no more than two years.

~~(reserve balances evaluated at 12/31)~~

~~The operating funds excluding the General Fund, the utility funds, Self-Insurance Fund, Equipment Rental Fund and the Information Services Fund will maintain an unrestricted fund balance of two months or 17% of recurring expenditures to ensure adequate cash flow.~~

~~The General Fund will maintain an unrestricted fund balance of 15% of recurring expenditures to ensure adequate cash flow.~~

~~The utility funds will meet reserve requirements indicated in the appropriate rate studies and bond covenants and will meet the financial policies presented to the City Council in March of 2011.~~

~~The Self Insurance Fund will maintain an unrestricted fund balance \$500,000 greater than the annual insurance premium.~~

~~The Equipment Rental and Replacement Fund will maintain a reserve balance adequate to replace equipment on an established schedule.~~

~~The Information Services Fund will maintain a reserve fund balance sufficient to annually replace equipment and software and cover operations.~~

~~The General Fund will also maintain a \$1,000,000 Rainy Day restricted fund balance to be used only with Council approval. The reserve will be established and replenished from one-time revenues not committed for other purposes, excess operating reserves or by budgetary action.~~

~~The Street Fund will maintain a \$250,000 contingency reserve in addition to the operating reserve to cover the costs of unexpected street repairs and the additional costs to snow plow in unusually harsh winters.~~

~~The reserves will be established over a four year period and if subsequently drawn down will be replenished in no more than two years.~~

~~A Capital Reserve will be established for the governmental funds facilities in the Facility Maintenance Fund based on a maintenance plan approved by the Finance Committee.~~

Debt Policies (to be expanded on at a later date)

No new debt will be committed to or issued without a known and verified revenue source.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Jessica Shaw, Environmental Manager



SUBJECT: Washington Water/Wastewater Agency Response Network Agreement

DATE: February 2, 2018

MEETING DATE: February 8, 2018

I. OVERVIEW

The Washington Water/Wastewater Agency Response Network (WAWARN) enables water and wastewater systems in emergency situations to receive rapid mutual aid including equipment, trained personnel, materials, and supplies. Through the WAWARN mutual aid and assistance agreement, utilities can request and share resources with any other system in Washington that has also signed the agreement. The network currently includes 121 members statewide. Local members include Public Utility District No. 1 of Chelan County, Malaga Water District, East Wenatchee Water District, and Douglas County Sewer District.

There is no cost to be a WAWARN member and no requirement to declare a state of emergency to receive assistance. Members also have the opportunity to participate in free emergency response training consistent with the National Incident Management System.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor's signature on the Mutual Aid and Assistance Agreement for Washington State for Intrastate Water/Wastewater Agency Response Network.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

There is no cost to be a member of the Water/Wastewater Agency Response Network. If the City requests assistance, reimbursement would be required to the responding member in accordance with the agreement. Likewise, if the City agrees to assist another member in an emergency, the City would be reimbursed for costs incurred including staff time, materials, supplies, and equipment.

IV. PROPOSED PROJECT SCHEDULE

If the agreement is approved by the City Council, City staff will complete the application process and become a member of the Washington Water/Wastewater Agency Response Network in the next few weeks.

V. REFERENCE(S)

1. Mutual Aid and Assistance Agreement for Washington State for Intrastate Water/Wastewater Agency Response Network.

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Brad Posenjack, Finance Director

**Mutual Aid and Assistance Agreement for Washington State for Intrastate
Water/Wastewater Agency Response Network (WARN)**

As of: 04/13/09

This Agreement ("Agreement") is made and entered into by public water and wastewater utilities that have executed this Agreement.

ARTICLE I
PURPOSE

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatories hereby establish an Intrastate Network for Mutual Aid and Assistance (the "Network"). Through the Network, Members (as further defined in this Agreement) may coordinate response activities and share resources during emergencies.

ARTICLE II
DEFINITIONS

A. Authorized Official – An employee or officer of a Member agency that is authorized to:

1. Request assistance;
2. Offer assistance;
3. Decline to offer assistance;
4. Decline to accept offers of assistance, and
5. Withdraw assistance under this Agreement.

B. Emergency – A natural or human-caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering, significant financial loss, or damage to environment. For example, Emergencies may include fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that are, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate by itself.

C. Member – Any public agency which provides supply, transmission or distribution of water; or collection, conveyance or treatment services of storm water or waste water that executes this Agreement (individually a "Member" and collectively the "Members"). The Members are further classified as follows:

1. Requesting Member – A Member who requests aid or assistance under the Network.
2. Responding Member – A Member that responds to a request for aid or assistance under the Network.

D. Period of Assistance – The period of time when a Responding Member

assists a Requesting Member in response to a Request for Assistance. The Period of Assistance commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when all of the resources return to the Responding Member's facility (*i.e.*, portal to portal).

E. National Incident Management System (NIMS): The national, standardized system for incident management and response that sets uniform processes and procedures for emergency response operations.

F. Associate – Any non-utility participant approved by the Statewide Committee that provides a support role for the Network (such as the State Department of Health). An Associate does not execute this Agreement.

ARTICLE III **ADMINISTRATION**

The Network is administered through Regional Committees and a Statewide Committee.

A. Regional Committees. The State is divided into regions that are geographically the same as the existing Department of Health Office of Drinking Water regions of the state, with the exception that the eastern region is divided to create a central region. Each region has a Regional Committee. Each Member within a region may appoint one person to be a member of its Regional Committee. Only those Regional Committee members appointed by Members are entitled to vote on matters before the Regional Committee. An Associate may be a non-voting member of a Regional Committee. Each Regional Committee shall elect a Chair by majority vote of the voting members of that Regional Committee and shall meet annually to review the operations and procedures of the Network.

B. Statewide Committee. The Chairs of the Regional Committees are the voting members of the Statewide Committee. An Associate may be a non-voting member of the Statewide Committee. Further, the Statewide Committee also may include as non-voting members representatives from the Washington State Department of Health Office of Drinking Water, Washington State Department of Ecology, Washington State Emergency Management Division, Rural Community Assistance Corporation, Evergreen Rural Water of Washington, Washington State Public Health Laboratory, EPA Region 10, Washington Association of Sewer and Water Districts, and the Washington PUD Association. Under the leadership of a Statewide Committee Chair elected by majority vote of the voting members of the Statewide Committee, the Statewide Committee shall plan and coordinate emergency planning and response activities for the Network.

C. Members' administrative activities shall be voluntary and members shall not be required to finance the administration of the Network, nor shall the Network hold real or personal property.

ARTICLE IV PROCEDURES

In coordination with the Regional Committees, and emergency management and public health systems of the State, the Statewide Committee shall develop and adopt operational and planning procedures for the Network that are consistent with this Agreement. The Statewide Committee shall review these procedures at least annually and shall update them as needed.

ARTICLE V REQUESTS FOR ASSISTANCE

A. Member Information: Promptly after executing this Agreement, the signatory Member shall deliver the following to the Statewide Committee: (1) a certified copy of the action of Member's governing body that authorized the signing of this Agreement and (2) an original signed Agreement. Each Member shall identify an Authorized Official and one alternate Authorized Official. Each Member shall provide current 24-hour contact information for its Authorized Officials to the Statewide Committee, which shall maintain a current list of all Members and the contact information for their Authorized Officials. The Statewide Committee shall provide to all Members an updated version of this list annually and whenever there is an addition or withdrawal of a Member and whenever there is a change of Authorized Officials' contact information.

B. Request for Assistance. In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from Members ("Request for Assistance"). Requests for Assistance may be made orally or in writing, provided that when a Request for Assistance is made orally, the Requesting Member shall, as soon as practicable, identify and transmit in writing the personnel, equipment and supplies requested. Requesting Members shall direct Requests for Assistance to Authorized Officials. The Statewide Committee shall provide specific protocols for Requests for Assistance as part of the procedures created pursuant to Article IV of this Agreement.

C. Response to a Request for Assistance – Members are not obligated to respond to a Request for Assistance. After a Member receives a Request for Assistance, the receiving Member's Authorized Official shall evaluate whether to respond to the Request for Assistance, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether the Member will respond to the Request for Assistance. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member of the type of available resources and the approximate arrival time of such assistance.

D. Discretion of Responding Member's Authorized Official – No Member has any duty to respond to a Request for Assistance. When a Member receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion

as to whether or not to respond to the Request for Assistance, and if responding in the affirmative, to determine the availability of resources to be made available to the Requesting Member. The response of a Member's Authorized Official regarding the availability of resources to a Requesting Member shall be final.

E. No Liability for Failure to Respond – No Member will be liable to any other Member for deciding not to respond to a Request for Assistance or otherwise failing to respond to a Request for Assistance. All Members hereby waive all claims against all other Members arising from or relating to any Member's decision to not respond to a Request for Assistance or to any Member's failure to respond to a Request for Assistance.

ARTICLE VI **RESPONDING MEMBER PERSONNEL**

A. National Incident Management System-When providing assistance under this Agreement, the Requesting Member and Responding Member are encouraged (but are not obligated) to be organized and function under NIMS.

B. Coordination and Records – Employees of the Responding Member will remain under the direction and control of the Responding Member to the fullest extent possible. The Responding Member is an independent contractor at all times. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the Period of Assistance and for the equipment and supplies provided during work.

C. Food and Shelter – Whenever practical, Responding Member personnel must be self sufficient for up to seventy-two (72) hours. Whenever practical, the Requesting Member shall supply adequate food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the food and shelter necessary to meet the needs of its personnel.

D. Communication – The Requesting Member shall provide Responding Member personnel with communications equipment as available, radio frequency information to program existing radios if appropriate, or telephone contact numbers, in order to facilitate communications with local responders and utility personnel. Each Requesting Member shall provide contact information for an individual with whom Responding Member's personnel may coordinate while en-route for access, staging instructions and other logistical requirements.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are

normally employed.

F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during a Period of Assistance.

ARTICLE VII **RIGHT TO WITHDRAW RESOURCES**

A. Right to Withdraw - A Responding Member may withdraw some or all of its resources at any time for any reason, as determined in the Responding Member's sole and absolute discretion. The Responding Member shall communicate written or oral notice of intention to withdraw all or some of a Responding Member's resources to the Requesting Member's Authorized Official as soon as practicable under the circumstances. To the greatest extent possible, but without limiting in any way a Responding Member's sole and absolute discretion, a Responding Member's determination to withdraw some or all of its resources provided to a Requesting Member should consider the status of the incident and incident stability, to minimize any adverse impacts from the withdrawal of resources by a Responding Member.

B. No Liability for Withdrawal - No Member will be liable to any other Member for first responding to a Request for Assistance by providing resources (such as personnel, materials, and equipment) and later withdrawing or refusing to continue to provide some or all of those resources. All Members hereby waive all claims against all Members arising from or relating to such a withdrawal or refusal.

ARTICLE VIII **COST- REIMBURSEMENT**

The Requesting Member shall reimburse the Responding Member for all costs incurred by the Responding Member during a Period of Assistance, unless otherwise agreed in writing by both Members.

A. Personnel – The Requesting Member shall reimburse the Responding Member for personnel costs incurred for work performed during a Period of Assistance. Responding Member personnel costs will be calculated according to the terms provided in their employment contracts, hourly rate schedules or other conditions of employment. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during a Period of Assistance. The Requesting Member shall include in its reimbursement of the Responding Member all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Unless otherwise agreed in writing, the Requesting Member shall reimburse the Responding Member for all reasonable and necessary costs associated with providing food and shelter for the Responding Member's personnel, if the food and shelter are

not provided by the Requesting Member. The Requesting Member is not required to reimburse the Responding Member for food and shelter costs in excess of State per diem rates unless the Responding Member demonstrates in writing that the excess costs were reasonable and necessary under the circumstances.

B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. The Requesting Member shall return all equipment to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. If equipment cannot be returned in good working order, then Requesting Member shall either provide in-kind replacement equipment to Responding Member at no cost to Responding Member or pay to Responding Member the actual replacement cost of the equipment. Reimbursement rates for equipment use will be no less than the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member shall provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. If reimbursement rates are to be different than those in the FEMA Schedule of Equipment rates, Responding Member and Requesting Member shall agree in writing on which rates will be used prior to dispatch of the equipment to the Requesting Member. Requesting Member shall reimburse for equipment not referenced on the FEMA Schedule of Equipment Rates based on actual recovery of costs. If a Responding Member is required to lease equipment while its equipment is being repaired because of damage due to use during a Period of Assistance, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies – The Requesting Member shall reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies by the Responding Member during a Period of Assistance. The Responding Member shall not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage will be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period – In order to be reimbursed, the Responding Member shall provide an itemized bill to the Requesting Member no later than ninety (90) days following the end of the Period of Assistance for all expenses incurred by the Responding Member while providing assistance to a Requesting Member under this Agreement. The Responding Member may request additional time to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such a request. The Requesting Member shall pay the itemized bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional time to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such a request, but in no event will payment in full occur later than one year after the date a final itemized bill is submitted to the

Requesting Member. If a Responding Member disputes a portion of an itemized bill, the Requesting Member shall promptly pay those portions of the bill not under dispute, pending the resolution of the payment of the disputed portion of the bill.

E. Records - Where a Responding Member provides assistance to a Requesting Member under this Agreement, both Members shall provide the other Member access to the books, documents, notes, reports, papers and other records relevant to this Agreement for the purposes of reviewing the accuracy of a cost bill or making or undergoing a financial, maintenance or regulatory audit. Both Members shall maintain these records for at least three (3) years or longer where required by law.

ARTICLE IX **DISPUTES** **NEGOTIATION**

Members shall first attempt to resolve any controversy, claim or other dispute arising out of or relating to this Agreement by direct negotiation.

MEDIATION

To the extent not resolved by direct negotiation, Members shall mediate any controversy, claim or other dispute arising out of or relating to this Agreement. Mediation is a condition precedent to arbitration. Unless the disputing Members agree otherwise, the mediation will be administered by the American Arbitration Association (AAA) under its Construction Industry Mediation Procedures. The disputing Members shall pay in equal shares the mediator's fee and any filing fees. Unless otherwise agreed by the disputing Members, the disputing Members shall (1) hold the mediation no later than thirty (30) days after a disputing Member delivers a request for mediation to the other disputing Members and (2) hold the mediation at the location of the Requesting Member. Agreements reached in mediation will be enforceable as settlement agreements.

ARBITRATION

To the extent not resolved by mediation, Members shall arbitrate all controversies, claims and other disputes arising out of or relating to this Agreement. Unless the disputing Members agree otherwise, the arbitration will be administered by the AAA in accordance with its Construction Industry Arbitration Rules in effect on the date a disputing Member makes a demand for arbitration. A disputing Member may make a demand for arbitration before negotiation or mediation if it appears that a claim might be barred by a statute of limitations if the demand were made after the negotiation or mediation. However, in such a case the arbitration will be stayed until the conclusion of negotiation and mediation. The decision and award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE X
DUTY TO INDEMNIFY

To the extent of its fault, a Member shall defend, indemnify, and hold harmless all other Members, their elected officials, Authorized Officials, officers, employees and agents from any and all costs, claims, judgments, losses, awards of damage, injury, death and liability of every kind, nature and description, including the reasonable cost of defense and attorneys' fees, directly or indirectly arising from or relating to this Agreement (collectively, "Indemnified Claims"). This indemnity obligation extends to all Indemnified Claims against a Member by an employee or former employee of another Member, and for this purpose, by mutual negotiation, each Member hereby expressly waives, with respect to each other Member only, all immunity and limitation under any applicable industrial insurance act, including Title 51 of the Revised Code of Washington, other worker compensation acts, disability benefit acts or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of Indemnified Claims.

ARTICLE XI
WORKER'S COMPENSATION AND SITE CONDITIONS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

Each Member shall promptly identify to the other Members concerns about site safety, environmental concerns, and other working conditions. The Safety Officer appointed within the Incident Command System during the Period of Assistance shall address specific safety conditions and mitigations.

ARTICLE XII
NOTICE

Unless otherwise provided in this Agreement, all notices must be in writing. Notice to a Member must be delivered to the Member's Authorized Official.

ARTICLE XIII
EFFECTIVE DATE

This Agreement shall be effective with respect to each Member when that Member's authorized representative executes the Agreement. The Statewide Committee shall maintain a master list of all Members.

ARTICLE XIV
WITHDRAWAL

A Member may withdraw from this Agreement at any time by providing to the Statewide Committee Chair written notice of withdrawal signed by the withdrawing Member's Authorized Official or other person authorized by the withdrawing Member's governing body. Any withdrawal will be effective upon receipt by the Statewide Committee Chair of the notice of intent to withdraw. If there is no Statewide Committee Chair, the withdrawing Member shall provide written notice to each Member in its region, and the withdrawal will be effective upon delivery of those notices. Once withdrawal from this Agreement is effective, the withdrawing Member will have no further obligations under this Agreement, except that withdrawal from this Agreement will not affect any indemnification or reimbursement obligation under this Agreement that arises prior to the effective date of the withdrawal.

ARTICLE XV TERMINATION

This Agreement shall terminate in its entirety when there are less than two Members. Termination of this Agreement will not affect any indemnification or reimbursement obligation under this Agreement arising prior to the termination. The Statewide Committee Chair shall provide written notice of termination to all remaining Members of the Agreement.

ARTICLE XVI AMENDMENT

This Agreement may be amended if, after written notice of a proposed amendment to all Members, the proposed amendment is approved by a majority of Members in each region. The Statewide Committee Chair shall provide written notice to all Members of approved amendments. Approved amendments will take effect sixty (60) days after the date the notice is sent to the Members.

ARTICLE XVII SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XVIII PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

Notwithstanding rights of subrogation asserted by a Member's insurance provider, this Agreement is for the sole benefit of the Members and no other person or entity shall have any rights under this Agreement as a third party beneficiary nor shall any Member owe duty to a third party not a signatory of this Agreement by virtue of this Agreement. Assignments of benefits and delegations of duties created by this

Agreement are prohibited and of no effect.

**ARTICLE XIX
GOVERNING LAW**

This Agreement is governed by the law of the State of Washington, specifically RCW 39.34, Interlocal Cooperation Act.

**ARTICLE XX
EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

The water and wastewater utility listed below executed this Agreement on this _____ day of _____ 2018 .

Water/Wastewater Utility: _____ City of Wenatchee _____

By: _____

By: _____

Title: _____

Title _____

Please Print Name

Please Print Name

Approved as to form

By: _____

Attorney for Member

Please Print Name

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Aaron Kelly, Public Works Operations Manager

SUBJECT: Interlocal agreement between Cascadia Conservation District and The City of Wenatchee

DATE: February 5,2018

MEETING DATE: February 8,2018

I. OVERVIEW

The purpose of this Agreement is it allows for the City to contract with Cascadia Conservation District to provide for services such as technical assistance, project coordination and project support related to various projects and efforts within the City of Wenatchee and adjacent property in Chelan County. Specific services shall be identified in Task Orders, these will be agreed upon by the District and City in accordance to the City's Purchasing Policy. These Task Orders may specify services to be provided by one of the Parties to the other, or may describe cooperative projects and the various contributions and reimbursements to be provided or received by each of the Parties. The City is currently is currently working with the District to perform a project to remove junipers along North Wenatchee Avenue North of Horse Lake Road as part of a fire wise project. Other projects that are currently in development are programs for education and assistance to help property owners who are responsible for canyon drains within the City.

II. ACTION REQUESTED

Staff recommends the City Council approve the Mayor signing the interlocal agreement with the Cascadia Conservation District.

III. FISCAL IMPACT Submitted to the Finance Committee ~~Yes~~ No

This agreement doesn't have any specific fiscal impact but each Task Order will be administered in accordance with the Cities Purchasing Policy.

IV. REFERENCE(S)

1. Interlocal Agreement

V. ADMINISTRATIVE ROUTING

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

CASCADIA CONSERVATION DISTRICT - CITY OF WENATCHEE

2017 INTERLOCAL COOPERATIVE AGREEMENT FOR TECHNICAL ASSISTANCE, PROJECT COORDINATION AND SUPPORT SERVICES

THIS INTERLOCAL COOPERATIVE AGREEMENT for technical assistance, project coordination and support services (“Agreement”) is entered into by and between the Cascadia Conservation District, a quasi-municipal corporation under the laws of the State of Washington, (“District”) and the City of Wenatchee, a Washington municipal corporation, (“the City”), and sometimes collectively referred to as the “Parties,” exercising their lawful powers and authority pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

1. **EFFECTIVE DATE and DURATION:** This Agreement shall take effect upon signature by both parties, and shall run for a total of five (5) years, at which time the agreement may be extended by mutual agreement by both parties as an amendment to this agreement, unless otherwise modified or terminated.
2. **PURPOSE and SCOPE OF WORK:** The purpose of this Agreement is for the City and the District to provide each other, from time to time and on an as-needed basis, services such as technical assistance, project coordination and project support related to various projects and efforts within the City of Wenatchee and adjacent property in Chelan County. Specific services shall be identified from time to time in Task Orders, these will be agreed upon by the District and City in accordance to the City’s Purchasing Policy. These Task Orders may specify services to be provided by one of the Parties to the other, or may describe cooperative projects and the various contributions and reimbursements to be provided or received by each of the Parties.
3. **ADMINISTRATION, PROPERTY AND EQUIPMENT:** No separate legal or administrative board or entity is created by this Agreement. The District will administer the Agreement.
 - 2.1 The Parties are not acquiring property or equipment together. All property and equipment shall be returned to its owner upon termination of the Agreement or authorized Task Order.
 - 2.2 During the term of this Agreement, any renewal, requests for services or Task Orders shall be communicated between the District administrator and the department head or designee at the City for which services are being provided or requested.
 - 2.3 The City and District shall meet upon request and/or report to each other on a regular basis or as otherwise requested by either party regarding services provided.
4. **FINANCES:** The Parties shall reimburse one another for reimbursable costs and expenses for a completed task.
 - 4.1 Specific responsibilities of the Parties are outlined in Task Orders issued as needed by the Parties. Parties’ services shall be provided as described in the various Task Orders or as modified by agreement of the Parties.

4.2 The City and the District shall provide each other with a record of all hours spent by each party for services rendered in the attached exhibits, identifying, at a minimum, the following: (a) the date upon which services were provided; (b) the individual performing the services; (c) a brief description of services provided; (d) mileage; and (e) other expenses as outlined in the associated exhibit. If no work occurs no report will be required.

4.3 The City and the District shall submit itemized billing at least quarterly and no more than once per month with final billing within thirty (30) days of the agreement end date.

4.4 The parties enter into this agreement with the understanding that the total cost of services described herein shall not exceed the amounts specified in the Task Orders as issued unless otherwise amended, in writing, and agree to by both parties.

4.5 The parties shall reimburse each other for all costs identified within the attached exhibits within forty-five (45) days of receipt of a completed invoice, provided that said invoices are properly itemized and contain authorized expenses.

5. TERMINATION and AMENDMENT:

5.1 Except as provided otherwise herein, either Party may terminate this Agreement upon thirty (30) days advance written notice to the other Party's designated representative, either personally by or by certified first class US mail. Notice shall specify an effective date of termination not less than thirty (30) days from the date of personal delivery, or if by mail, from the date the notice is postmarked.

5.2 This Agreement may be amended in writing by duly authorized officials of the District and the City.

5.3 Termination of this Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by law or by the terms and provisions herein. The Parties shall be responsible for payment of invoiced reimbursable expenses obligated or expended to the date of termination.

6. **CONTACT INFORMATION:** The Parties' designated representatives and their contact information is as follows:

Cascadia Conservation District
Attention: Peggy Entzel, District Administrator
14 N Mission St
Wenatchee, WA 98801

City of Wenatchee
Attention: Matt Leonard, Public Works Director
1350 McKittrick
Wenatchee, Washington 98801

The Parties shall notify each other in writing of any changes of address.

7. LEGAL RELATIONS:

7.1 The City and District shall defend, indemnify and hold each other harmless from and against any and all liability, loss, or damage incurred as a result of claims, demands or actions resulting from any activity undertaken as a part of this agreement and caused by any negligent, reckless or intentional act or failure to act on the part of the other party, its agents, officers, or employees. The City shall not be liable for the negligence, errors or omissions of the District, its board members, or any manager, staff person, employee, associate, agent, volunteer, consultant or contractor of the District. The District shall not be liable for the negligence, errors or omissions of the City, its mayor, or any council member, official, officer, employee, associate, agent, volunteer, consultant, or contractor of the City.

Each Party agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, only with respect to the other Party, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

This provision shall survive termination of this Interlocal Agreement.

7.2 In the event that a dispute arises regarding any matter addressed in or related to this Interlocal Agreement and before any other action, the Parties agree to first attempt to resolve the dispute by a face-to-face meeting, or a by a telephone call, between the Parties' authorized representatives. The Parties agree to participate in a good faith negotiation to resolve any such dispute.

7.3 The services provided under this agreement are those of an independent contractor. District employees, volunteers and contractors are and will remain solely employees, volunteers, and contractors of the District, and not of the City of Wenatchee. The City of Wenatchee's employees, volunteers and contractors are and will remain solely employees, volunteers, and contractors of the City, and not of Cascadia Conservation District.

7.4 Either party's waiver of a breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

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

7.6 This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Venue for any action at law, suit in equity or other judicial proceeding for enforcement of this Agreement may only be instituted in a court of competent

jurisdiction in Chelan County. In any action or dispute, each party shall be responsible for its own attorney fees and costs.

7.7 This Agreement may be executed in multiple counterparts, each of which shall be deemed, and all of which together shall be deemed, one and the same document.

7.8 Both parties shall secure and maintain in full force public liability and comprehensive general liability insurance and employer's liability insurance with a minimum coverage of \$1,000,000.00 per occurrence for personal injury, death, sickness and property damage. Certificates of coverage required herein shall be delivered to either party within fifteen (15) days upon request.

7.9 In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

7.10 In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, each party will bear its' own attorneys' fees and costs incurred thereby.

7.11 This Agreement shall be filed with the Chelan County Auditor's Office pursuant to RCW 39.34.040 and posted on the City's Website.

7.12 This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter genders.

7.13 Neither Party shall discriminate against any individual based on race, religion, color, sexual orientation, national origin, age, marital status, veteran status, or based on any sensory, mental or physical disability or the use of a trained guide dog or service dog by a disabled person.

8. RECORDS: The Parties and other authorized representatives of the State shall have access to any book, document, paper and record of either party which are pertinent to this Agreement for the purposes of making audits, examination, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of three (3) years after the final audit of the parties' completed projects, pursuant to this Agreement, unless a longer period is required to resolve audit findings or litigation or to satisfy applicable records retention requirements. In such cases, the parties may request, and the parties shall abide by, such longer period for record retention.

9. ENTIRE AGREEMENT: This instrument embodies the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements either oral or written, between the parties.

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

CASCADIA CONSERVATION DISTRICT

CITY OF WENATCHEE



JOSH KOEMPEL, Chair

Frank Kunz, Mayor

Date: _____

12/21/17

Date: _____

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Matt Leonard, Director of Public Works

SUBJECT: Resolution 2018-09 - Declaring certain personal property surplus to the needs of the City.

DATE: February 5, 2018

MEETING DATE: February 8, 2018

I. OVERVIEW

The City has various equipment and materials that are surplus to the needs of the City. The attached Resolution No. 2018-09 describes the process and Exhibit A lists the surplus equipment.

II. ACTION REQUESTED

Staff recommends that the City Council **adopt Resolution 2018-09 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 2018-09

V. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Brad Posenjak, Finance Director

RESOLUTION NO. 2018-09

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 _____, 2018.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED

By: _____
STEVE D. SMITH, City Attorney

