



## WENATCHEE CITY COUNCIL

Thursday, March 8, 2018

Wenatchee City Hall  
129 South Chelan  
Wenatchee, WA 98801

### AGENDA

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#### 5:15 p.m. Regular Meeting

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

#### 2. Consent Items:

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

##### Vouchers:

Claim checks #185171 through #185241 in the amount of \$374,367.32 for February 22, 2018

Claim checks #185160 through #185170 in the amount of \$3,991.75 for February 22, 2018

Payroll distribution (retirees) in the amount of \$12,242.91 for February 28, 2018

Benefits/deduction checks in the amount of \$740,247.62 for February 28, 2018

Claim check #185257 in the amount of \$4,516.75 for February 28, 2018

Claim checks #185258 through #185276 in the amount of \$130,537.51 for March 1, 2018

Payroll distribution in the amount of \$382,825.55 for March 5, 2018

Payroll distribution in the amount of \$993.52 for March 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. Presentations.

- Apple Blossom Royalty Proclamation
- Red Cross Month Proclamation

## 5. Action Items.

- A. Wenatchee Planning Commission Appointment – Richard Erickson  
Presented by Glen DeVries, Community Development Director

*Resolution No. 2018-11, appointing a voting representative to the Wenatchee Planning Commission to fill an unexpired term ending December 31, 2021 (Richard Erickson).*

- B. Multi-Family Housing Tax Exemption Agreement – 615 Piere Street  
Presented by Stephen Neuenschwander, Planning Manager and John Ajax, Senior Planner

*Resolution No. 2018-12, authorizing the execution of a Multi-Family Housing Limited Property Tax Exemption Agreement.*

- C. Red Apple Road Preservation Project #1607 – Supplement #2 with RH2 Engineering, Inc.  
Presented by Jacob Huylar, Engineering Services Manager

*Motion for City Council approval and to authorize the Mayor to execute supplemental #2 with RH2 Engineering, Inc. providing for additional design and construction inspection services for the Red Apple Road Preservation Project No. 1607.*

- D. Project No. 1703, WSDOT Mission Avenue Paving and ADA Improvements  
Amendment #1 to Interlocal Agreement GCB 2658 with WSDOT for Design and Construction Services for the City of Wenatchee  
Presented by Gary Owen, City Engineer

*Motion for City Council to authorize the Mayor to approve Amendment No. 1 to Interlocal Agreement GCB 2658 between the City of Wenatchee and the Washington State Department of Transportation, providing for the payment of costs incurred with design and construction of requested improvements associated with the SR 285 Wenatchee Area Paving Project.*

- E. Northwest Wholesale Property Acquisition  
Presented by Steve King, Economic Development Director

*Motion for City Council to approve the amendment of the Purchase and Sale Agreement with Northwest Wholesale and authorize the Mayor to sign all closing documents thereto.*

## **6. Public Hearings.**

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

### **F. Extension of Moratorium on Outdoor Storage in the North Wenatchee Business District in the Olds Station Area**

Presented by Stephen Neuenschwander, Planning Manager

*Ordinance No. 2018-07, extending for an additional six (6) months the moratorium within the City of Wenatchee on the establishment, siting, location, permitting, or licensing of outdoor sales or rentals, or storage of merchandise, inventory or equipment in the North Wenatchee Business District until September 8, 2018.*

## **7. Reports.**

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

## **8. Announcements.**

## **9. Adjournment.**



**DRAFT**

**WENATCHEE CITY COUNCIL MEETING**  
**Thursday, February 22, 2018**  
Wenatchee City Hall  
129 South Chelan  
Wenatchee, WA 98801

**MINUTES**

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**In attendance:**

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

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**Staff in attendance:**

Executive Services Director Allison Williams  
City Attorney Steve Smith  
City Clerk Tammy Stanger  
IS Support Tim McCord  
Parks & Recreation Director David Erickson  
Community Development Director Glen DeVries  
Associate Planner Matt Parsons  
Community Planner Brooklyn Holton  
Planning Manager Stephen Neuenschwander  
Public Works Director Matt Leonard  
City Engineer Gary Owen  
Police Chief Steve Crown  
Finance Director Brad Posenjak  
Economic Development Director Steve King

**5:15 p.m. Regular Meeting**

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

Mayor Frank Kuntz called the meeting to order at 5:15 p.m. Councilmember Keith Huffaker led the Pledge of Allegiance. The excused absence of Councilmember Jim Bailey was noted for the record.

**2. Consent Items:**

*Motion by Councilmember Keith Huffaker to approve agenda, vouchers, and minutes from previous meetings. Councilmember Ruth Esparza seconded the motion. Motion carried (6-0).*



### 3. Citizen Requests/Comments.

Shelley English, 1818 Skyline Drive, Wenatchee, spoke about her concerns with the speeding and reckless driving on Skyline Drive and shared her recommendations to help with the problem. The Mayor spoke about some options, and asked Parks & Recreation Director David Erickson to ask the Parks Board to take up the issue, to consider whether or not the overlook on Skyline Drive should be closed as a park.

### 4. Presentations.

- St. Patrick's Day Parade Request. Tom Irwin and Dave Herald presented their annual ask to the City Council for the street closure permit for the St. Patrick's Day Parade to be held on Saturday, March 17 at 7ish. They said a press release will be forthcoming in the very near future that will announce this year's grand marshal.

### 5. Action Items.

#### A. Rotary Park Project Agreement with Wenatchee Rotary Club

David Erickson, Parks, Recreation & Cultural Services Director, presented the staff report. Council asked questions.

Motion by Councilmember Linda Herald for City Council approval and authorization of the Mayor's signature on the Project Agreement with the Wenatchee Rotary Club for the Rotary Park parking and picnic shelter agreement. Councilmember Mike Poirier seconded the motion. Motion carried. (6-0).

#### B. RCO Grant Application Authorizations

David Erickson, Parks, Recreation & Cultural Services Director, presented the staff report. Council asked questions.

Motion by Councilmember Ruth Esparza to approve Resolution No. 2018-05, authorizing staff to prepare and submit Washington Recreation Conservation Fund Board grant applications for Project No. 18-1266 the Kiwanis Methow Park Field Project, Project Number 18250 the Lincoln Park Renovation Project, Project No. 18-1247 the Kenzie's Landing Project, Project 18-1246 the Lincoln Park Soccer Field Project, and Project Number 18-1245 the Lincoln Park Revitalization Project. Motion seconded by Councilmember Keith Huffaker. Motion carried (6-0).

#### C. Project Funding Agreement with the State of Washington

David Erickson, Parks, Recreation & Cultural Services Director, presented the staff report. Council asked questions.

Motion by Councilmember Keith Huffaker to approve Resolution No. 2018-04 authorizing the Mayor to sign a Funding Board Project Agreement with the State of Washington accepting funding assistance through the Land and Water Conservation Fund (LWCF) for the Kiwanis Methow Park Renovation Phase One Project (Number 16-1665D). Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).

D. Proposed Interim Official Control Relating to Cryptocurrency Mining Operations

Community Development Director Glen DeVries, Planning Manager Stephen Neuenschwander, and Associate Planner Matt Parsons presented the staff report.

Council asked questions.

Motion by Councilmember Mark Kulaas to approve Ordinance No. 2018-04, adopting an interim control relating to cryptocurrency mining operations in the City of Wenatchee, to be effective immediately, setting a date for the public hearing on, and declaring an emergency necessitating immediate adoption. Motion seconded by Councilmember Ruth Esparza. Motion carried (6-0).

E. Annexation 10 Percent Petition – Chelan Douglas Land Trust

Community Planner Brooklyn Holton and Associate Planner Matt Parsons presented the staff report. Chelan Douglas Land Trust Executive Director Curt Soper was also present and spoke to the Council and answered questions.

Motion by Councilmember Ruth Esparza for City Council to approve the annexation boundary proposed in the ten percent (10%) annexation petition for the proposed annexation area located in an unincorporated area within the urban growth boundary, to require the adoption of the proposed zoning regulations as it is set forth in the Comprehensive Plan of the City as Residential Single Family, and to require the assumption of existing indebtedness of the City by the area to be annexed. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

F. Northwest Wholesale Property Acquisition

Steve King, Economic Development Director, presented the staff report.

Motion by Councilmember Mike Poirier for City Council to approve the purchase of the remnant parcels and authorize the Mayor to sign all necessary documents related thereto. Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).

## G. Property Surplus – Stevens Street Area

Steve King, Economic Development Director, presented the staff report.

Motion by Councilmember Keith Huffaker to approve Resolution No. 2018-10, declaring certain real property surplus to the needs of the City of Wenatchee. Motion seconded by Councilmember Ruth Esparza. Motion carried (6-0).

## 6. Public Hearings.

The Mayor explained the public hearing process.

### H. City of Wenatchee Comprehensive Six Year Street Program Amendment

Gary Owen, City Engineer, presented the staff report.

There were no comments or questions by Council.

The Mayor asked if there was anyone from the public who wished to comment. There was no one.

Motion by Councilmember Mark Kulaas to approve Ordinance No. 2018-06, amending the 2018-2023 comprehensive six year street program for the City of Wenatchee as previously adopted in Ordinance No. 2017-18. Councilmember Keith Huffaker seconded the motion. Motion carried (6-0).

## 7. Reports.

### a. Mayor's Report.

The Mayor reported that he attended a full day of meetings today with the director's meeting and the finance committee meeting. He continues to monitor things in Olympia. He's looking forward to Senator Cantwell and others visiting Wenatchee in March to tour Confluence Parkway project.

### b. Reports/New Business of Council Committees

Councilmember Linda Herald reported that she and Ruth attended the Homeless Steering Committee meeting a couple of weeks ago and there is a need for regional participation on that committee.

Councilmember Mark Kulaas reminded everyone of the Wenatchee Downtown Association's annual banquet next Wednesday.

**8. Announcements.** None.

**9. Adjournment.** With no further business the meeting adjourned at 6:06 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk

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**COUNCIL AGENDA REPORT  
COMMUNITY DEVELOPMENT DEPARTMENT**

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**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Glen DeVries, Director of Community Development

**SUBJECT:** Planning Commission Member Appointment – Richard Erickson

**DATE:** March 5, 2018

**MEETING DATE:** March 8, 2018

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**I. OVERVIEW**

The City of Wenatchee Planning Commission currently has one vacant position.

In accordance with the City of Wenatchee Zoning Code, the Planning Commission consists of 7 members appointed by a majority of the City Council. The term of each planning commissioner shall be for a period of four years.

At their regular meeting on February 21, 2018, the Planning Commission interviewed three applicants for the current vacant position. Following their deliberation, the Planning Commission agreed to recommend the appointment of Richard Erickson to the Planning Commission.

**II. ACTION REQUESTED**

City staff and members of the Planning Commission recommend that City Council pass Resolution No. 2018-11, appointing Richard Erickson to the Planning Commission to serve a four-year term ending December 31, 2021.

**III. FISCAL IMPACT Submitted to the Finance Committee: No**

None, the Planning Commission is made up of volunteer members.

**IV. REFERENCE(S)**

1. Resolution 2018-11
2. Richard Erickson Application

**V. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk

## RESOLUTION NO. 2018-11

**A RESOLUTION,** appointing a voting representative to the Wenatchee Planning Commission to fill an unexpired term ending December 31, 2021.

**WHEREAS,** Richard Erickson has expressed interest in being appointed to the Wenatchee Planning Commission.

**WHEREAS,** the Wenatchee Planning Commission interviewed and voted to recommend Richard Erickson to fill the current vacancy on the Board.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE** makes the following appointment on the Planning Commission:

**NAME & ADDRESS**

Richard Erickson  
2157 Sunrise Circle  
Wenatchee, WA 98801

**TERM EXPIRES**

December 31, 2021

**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



**City of Wenatchee**  
Volunteer Commission and Board Application

**COMMISSION/BOARD INFORMATION**

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

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

**APPLICANT INFORMATION**

City of Wenatchee Resident  Yes  No

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

Last Name: Erickson First Name: Richard (Dick) Initial: L

Physical Address: 2157 Sunrise Circle City: Wenatchee Zip: 98801

Mailing Address: 2157 Sunrise Circle City: Wenatchee Zip: 98801

Day Phone: 509-888-5768 Evening Phone: 509-989-5557 (cell)

E-mail: loki2@nwi.net Years lived in Wenatchee Valley: 9.5

Occupation: Retired engineer Years of Experience: 44

Work Address: N/A City: \_\_\_\_\_ Zip: \_\_\_\_\_

Education and Formal Training: B.S. Agricultural Engineering, University of Idaho

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

**Volunteer/Community Experience:**

Organization and Duties: City of Othello Park Board Length of Service: 2+/-  
 Organization and Duties: Othello School Board Length of Service: 7  
 Organization and Duties: Greater Wenatchee Regional Events Center PFD Board Length of Service: 1.5+/-  
 Organization and Duties: \_\_\_\_\_ Length of Service: \_\_\_\_\_  
 Organization and Duties: \_\_\_\_\_ Length of Service: \_\_\_\_\_  
 Skills/Special Interests: \_\_\_\_\_



Experience related to the Commission/Board: My professional experience was as a professional engineer and land surveyor working mostly in irrigation district management but also significant time with engineering consulting firms. That work included water resources planning, land use planning and zoning, platting and site development. For the irrigation district work I always reported to a Board, often being the Secretary to the Board. I also worked with various local, state and federal boards and agencies.

Why are you seeking this appointment? I see this Board as an opportunity to provide community service in an area where I have experience and expertise.

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

If yes, please explain: \_\_\_\_\_

**REFERENCES**

Name: Randy Asplund, P.E.  
Address: 300 Simon St. SE, Ste 5 City: East Wenatchee Zip: 98802  
Phone: 509-886-6766 Email: rasplund@rh2.com  
Occupation: Vice President, RH2 Engineering, Inc. Years known: over 10

Name: Mark Miller  
Address: 1300 Walla Walla Ave. City: Wenatchee Zip: 98801  
Phone: 509-667-7847 Email: \_\_\_\_\_  
Occupation: General Manager, Town Toyota Center Years known: 8+/-

Name: Dr. Carl Kjobech  
Address: 2153 Sunrise Circle City: Wenatchee Zip: 98801  
Phone: 509-662-8553 Email: hkjobech@charter.net  
Occupation: Retired physician and founder of the Wellness Place Years known: 9.5

**AFFIDAVIT OF APPLICANT**

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

Richard L. Erickson  
(Signature)  
Date: December 12, 2017



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

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

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

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

Signed: Richard L Erikson Date: December 12, 2017



## **RESOLUTION NO. 2018-12**

**A RESOLUTION**, authorizing the execution of a Multi-Family Housing Limited Property Tax Exemption Agreement.

**WHEREAS** the City has, pursuant to RCW 84.14 et. seq. designated a Residential Target Area for the allowance of a limited property tax exemption for new multi-family residential housing; and

**WHEREAS** the City of Wenatchee has codified in Wenatchee City Code (WCC) Chapter 5.88, a program whereby property owners in a Residential Target Area may qualify for a Final Certificate of Tax Exemption which certifies to the Chelan County Assessor that the owner is eligible to receive a limited property tax exemption; and

**WHEREAS** Piere Street Apartments LLC proposes to construct 142 multi-family residential housing units at 615 Piere Street, Wenatchee, Washington; and

**WHEREAS** 615 Piere Street is within the Residential Target Area; and

**WHEREAS** Piere Street Apartments LLC has applied to the City to receive an eight (8) year limited property tax exemption for the proposed project; and

**WHEREAS** the City's tax exemption program requires Piere Street Apartments LLC to enter into an agreement with the City regarding the terms and conditions of the project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** that the Mayor, or his/her designee, of the City of Wenatchee shall be and hereby is authorized to execute a Multi-Family Housing Limited Property Tax Exemption Agreement with Piere Street Apartments, LLC, substantially in the form attached hereto as Exhibit "A", which agreement shall

provide for the development of Piere Street Apartments LLC's development of the above-described project in accord with certain terms and conditions, in consideration for which the property related to the new multi-family housing will be certified by the City as qualifying for an eight (8)-year property tax exemption as provided by RCW 84.14.020.

**PASSED BY THE CITY COUNCIL OF THE CITY OF  
WENATCHEE** this \_\_\_\_ day of March 2018.

CITY OF WENATCHEE, a municipal  
corporation

By \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By \_\_\_\_\_  
TAMMY L. STANGER, City Clerk

APPROVED:

By \_\_\_\_\_  
STEVE D. SMITH, City Attorney

## **EXHIBIT "A"**

### **MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is entered into on the date signed below between Piere Street Apartments LLC, hereinafter referred to as the "Applicant," and the City of Wenatchee, Washington, a municipal corporation hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the Applicant has applied for a limited property tax exemption as provided for in Chapter 84.14 RCW and WCC 5.88, as amended, for constructing multifamily residential housing in Wenatchee's designated residential target area; and

WHEREAS, the Applicant has submitted to the City preliminary site plans and floor plans for new or rehabilitated multifamily residential housing to be constructed on property situated approximately at 615 Piere Street and described more specifically as follows:

**PARCEL A:**

THE WESTERLY 437 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOTS 1, 2, 3 .AND 4, BLOCK 3, SECOND SUBURBAN HOME ADDITION TO WENATCHEE, CHELAN COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME I OF PLATS, PAGE 23.

EXCEPT THAT PORTION THEREOF CONVEYED TO THE WASHINGTON ELECTRIC COMPANY BY DEED RECORDED IN BOOK 223, PAGE 49U OF THE DEED RECORDS OF CHELAN COUNTY, UNDER AUDITOR'S FILE NO. 206786.

AND EXCEPT THE SOUTHERLY 200 FEET OF THE WESTERLY 175 FEET OF LOT 4 OF SAID BLOCK.

AND EXCEPT THAT PORTION CONVEYED TO PUBLIC UTILITY DISTRICT NO. 1 CHELAN COUNTY BY BEED RECORDED UNDER AUDITOR'S FILE NO. 8304190034.

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF WENATCHEE BY DEED RECORDED UNDER AUDITOR'S FILE NO. 2299337.

**PARCEL B:**

THE SOUTHERLY 200 FEET OF THE WESTERLY 175 FEET OF LOT 4,  
BLOCK 3, SECOND SUBURBAN ADDITION TO WENATCHEE, CHELAN  
COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 1 OF PLATS, PAGE 23,

hereinafter referred to as the "Property;" and

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE, in consideration of the mutual promises herein, City and Applicant do mutually agree as follows:

1. City agrees, upon execution of this Agreement following approval by the City Council, to issue a Conditional Certificate of Acceptance of Tax Exemption, which conditional certificate shall expire three (3) years from the date of approval of this Agreement by the Council unless extended by the Community Development Director as provided in WCC 5.88.
2. Agreement to construct improvements.
  - a. The Applicant agrees to construct on the Property multifamily residential housing substantially as described in the site plans, floor plans, and elevations attached hereto, subject to such modifications thereto as may be required to comply with applicable codes and ordinances, that in no event shall such construction provide fewer than four new multifamily residential units for permanent residential occupancy, nor shall such permanent residential housing comprise less than fifty percent of the space intended for housing within a residential or mixed-use structure constructed pursuant to this Agreement.
  - b. The Applicant agrees to comply with all applicable zoning requirements, land use regulations, and building and housing code requirements in effect at the time of new construction, rehabilitation or conversion, and further agrees that approval of this Agreement by the City Council, its execution by the Mayor or his/her designee, or issuance of a Conditional Certificate of Acceptance of Tax Exemption by the City pursuant to WCC 5.88 in no way constitutes approval of proposed improvements on the Property with respect to applicable provisions of said ordinance or obligates the City to approve proposed improvements.

- c. The Applicant agrees that the improvements will be completed within three years from the date of approval of this Agreement by the City Council, unless extended by the Community Development Director for cause as provided in WCC 5.88.

3. Requirements for Final Certificate of Tax Exemption.

The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent Certificate of Occupancy, to file with the City's Department of Community Development the following:

- a. A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;
- b. A description of the completed work and a statement of qualification for the exemption; and
- c. If applicable, a statement that the project meets the affordable housing requirements as described in Chapter 84.14 RCW; and
- d. A statement that the work was completed within the required three-year period of the issuance of the conditional certificate of tax exemption or any authorized extension.

4. Agreement to Issue Final Certificate.

The City agrees to file a Final Certificate of Tax Exemption with the Chelan County Assessor if the Applicant has successfully completed the improvements in accordance with the terms of this Agreement, has filed the materials described in Paragraph 3 above, has paid to the County a fee in the amount of \$50.00 to cover the Assessor's administrative costs, and has met all other requirements as provided in WCC 5.88.

5. Annual Certification.

The Applicant agrees, within 30 days after the first anniversary of the date of filing the final certificate of tax exemption and each year thereafter, for the tax exemption period, the property owner shall file a notarized annual report declaration with the Director of Community Development indicating the following:

- a. A statement of occupancy and vacancy of the multifamily units during the prior 12 months ending with the anniversary date; and



- b. A certification that the property continues to be in compliance with the contract with the city, including that it has not changed use, and, if applicable, that the property has been in compliance with the affordable housing requirements as described in WCC [5.88.015](#) since the date of the certificate approved by the city; and
  - c. A description of any subsequent improvements or changes to the property after issuance of the certificate of tax exemption; and
  - d. The total monthly rent or total sale amount of each unit produced; and
  - e. The income of each renter household at the time of initial occupancy and the income of each initial purchaser of owner-occupied units at the time of purchase for each of the units receiving a tax exemption.
  - f. Any additional annual reporting requirements that may be required for consistency with RCW 84.14.100, as applicable.
6. Notification of transfer of interest or change in use.

Applicant agrees to notify the Department of Community Development promptly of any transfer of Applicant's ownership interest in the Property or in the improvements made to the Property under this Agreement. Applicant further agrees to notify the Department of Community Development and the Chelan County Assessor within 60 days of any change of any or all of the permanent multi-family housing developed on the Property to another use. Such change in use may result in cancellation of the tax exemption and imposition of additional taxes, interest and penalty pursuant to State law.

7. Cancellation of Exemption - Appeal.

The City reserves the right to cancel the Final Certificate of Tax Exemption if at any time the property no longer complies with the terms of this Agreement or with the requirements of WCC 5.88, or for any other reason no longer qualifies for an exemption. If the exemption is canceled for non-compliance an additional tax will be imposed that includes: (a) the difference between the tax paid and the tax that would have been owed if it had included the value of the nonqualifying improvements dated back to the date that the improvements became nonqualifying; (b) a penalty of 20% of the difference; (c) interest at the statutory rate on the tax and penalties calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and WCC 5.88. Upon determining that a tax exemption shall be canceled, the Mayor, on behalf of the City Council, shall notify the property owner by certified mail, return receipt requested. The property owner may appeal the determination in accordance with WCC 5.88.

8. Entire Agreement and Amendments.

This document represents the entire agreement of the parties as to the subject matter of this agreement.

No modification of the Agreement shall be made unless mutually agreed upon by the parties in writing.

9. Severability.

In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable.

10. No Third Party Beneficiary Created.

Nothing in this agreement is intended to create a third party beneficiary relationship with any person or entity, known or unknown, as of the date of this agreement.

11. Attorney Fees.

In the event any formal litigation is commenced between the parties to this agreement, arising out of the obligations imposed by this agreement or the interpretation of this agreement, each party shall bear their own attorneys fees and costs incurred therein.

12. Binding Effect.

This agreement shall be binding upon and inure to the heirs, successors and assigns of the parties hereto.

13. Recording.

The parties agree that this agreement shall be recorded with the Chelan County Auditor.



In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Print Name  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_



**City of Wenatchee**  
**Department of Community Development**

**APPLICATION**

**Property Tax Exemption for Multifamily Housing**  
(Pursuant to RCW 84.14 and Wenatchee City Ordinances 99-7, 99-20, 2001-29, and 2008-23)

**Program Requirements**

(For the complete set of program requirements, review Wenatchee City Code Chapter 5.88.)

The proposed project must meet the following general criteria to be eligible for special valuation:

1. The project must be located within Wenatchee's urban center, as designated under Wenatchee City Code (WCC) 5.88.040.
2. The project must be a mixed-use or multi-family project that provides (4) four or more permanent dwelling units.
3. In the case of rehabilitation, the property must currently fail to comply with one or more standards of an applicable building or housing code.
4. The project must be completed three (3) years from the date of approval of the application.
5. The project must be designed to comply with all building and zoning codes, and any other applicable regulations.
6. For the project to qualify for the 12 year tax exemption, it must meet the affordable housing requirements as described in WCC 5.88.015 (1) (b).

**Applicant's Information**

Owner: Piere Street Apartments LLC  
 Address: 9757 NE Juanita Dr, #300, Kirkland, WA 98034  
 Phone: (425) 821-3844 FAX: (425) 821-5936  
 E-mail: kyran@weidner.com

Owner's Representative: Kyran Hynes  
 (if applicable)  
 Address: Same as above.  
 Phone: \_\_\_\_\_ FAX: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

*Note: This application must be signed by the property owner of record or designee. Please provide a power of attorney if the signer of this application is other than the property owner of record.*

**Property Information**

Interest in property:  
 Fee Simple [ ] Contract purchase [ ] Other (describe) \_\_\_\_\_  
 County Assessor's parcel account number: 222003861015

**Application for Property Tax Exemption**  
City of Wenatchee Department of Community Development

Street Address: 615 Piere St.

Legal Description (Attach separate sheet if needed): Suburban Homes Second Block  
3 Lot 1 Part Lots 1-4, Less R/W Riverside Dr 2.5700  
Acres

**Project Information**

Project Name or Designation: The Park at Riverside

Brief written description of the project (preliminary conceptual design, including site plan and floor plans of the units and structure must be submitted with this application): An apartment community  
comprised of 142 rental apartment homes and  
2,216 sq. ft. of retail space.

Type of Project (check all that apply):

Residential Rental       Residential For-Sale       Mixed Use

Number of Dwelling Units Proposed: Rental 142 For Sale 0 Total 142

Floor area: Building total (sq. ft.) 127,581 For permanent residential occupancy (sq. ft.) 107,303

**Unit Information**

Size/Type	Total # of units	Average Square Feet per Unit
Studio	<u>11</u>	<u>461</u>
One Bedroom	<u>78</u>	<u>623</u>
Two Bedroom	<u>53</u>	<u>1,013</u>
Three + Bedroom		
TOTAL	<u>142</u>	<u>756</u>

**Non-residential Space** (if applicable)

Description	Floor Area (sq. ft.)
<u>Two commercial spaces (1,108/each) in Bldg. A</u>	<u>2,216</u>
	<u>0</u>

Projected total cost of new construction/rehabilitation: \$ 15,502,153

If mixed use: projected cost of residential improvements: \$ 15,315,335

Source of Cost Estimate: Molitor Construction (General Contractor)

Estimated construction start date: Feb. 2018 Expected completion date: October 2019

**Application for Property Tax Exemption**  
City of Wenatchee Department of Community Development

**CHECK ALL THAT APPLY:**

**New Construction.** Will any occupied housing units be demolished? [ ] YES  NO

Were any occupied housing units demolished in the past 12 months on this site? [ ] YES  NO

Date of demolition (if applicable): \_\_\_\_\_

# of existing units to be demolished \_\_\_\_\_ # of units demolished in past twelve months \_\_\_\_\_

[ ] **Rehabilitation of Vacant Units.** # of vacant housing units \_\_\_\_\_

Date units last occupied: \_\_\_\_\_ (Attach City affidavit of vacancy form)

Building [ ] is [ ] is not in compliance with applicable building and housing codes (verification required—please attach documentation).

[ ] **Rehabilitation of Occupied Units.** Will four or more additional units be created as part of a rehabilitation project? [ ] YES [ ] NO

If yes, will any residents be displaced as part of this project? [ ] YES [ ] NO

If yes, will each existing tenant be provided housing of comparable size, quantity, and price and a reasonable opportunity to relocate? [ ] YES [ ] NO

Explanation: \_\_\_\_\_

[ ] **Rehabilitation / Change of Use.** Has the building been vacant 12 months? [ ] YES [ ] NO

Does the change of use meet current zoning standards? [ ] YES [ ] NO

**Permits/Approvals Received/in Process.** Have you filed any application for a land use or building permit or other approval for this project?  YES [ ] NO

If yes, indicate type of permit or approval and date of application:

Type: Demolition/Grading Permits

Date: September 2017

Type: Building Permit

Date: Exp. March 2018

Type: \_\_\_\_\_

Date: \_\_\_\_\_

If yes, have any permits or approvals for this project been received?  YES [ ] NO

(Attach copies of any permits or approvals received.)

[ ] **Affordable Housing.** Will at least 20 percent of the housing units be rented/sold at an affordable price to low and/or moderate income households? [ ] YES  NO

Number of affordable rental housing units \_\_\_\_\_. Rent price of units \_\_\_\_\_.

Number of affordable owner housing units \_\_\_\_\_. For sale price of units \_\_\_\_\_.

(To be considered for the 12 year tax exemption, an explanation of how the property will satisfy the affordable housing commitment proposed is required to be attached to this application.)

**Attachments to Application**

Please attach and check the following:

Application Fee \$50.00 made out to Chelan County Assessor.

Preliminary conceptual design, including site plan and floor plans of the multifamily units and the overall structure.

[ ] For rehabilitation of existing residential dwellings, affidavit of vacancy.

[ ] For rehabilitation of an existing vacant structure, verification of non-compliance with applicable building and housing codes.

**Application for Property Tax Exemption**  
City of Wenatchee Department of Community Development

- Representative photographs of site and exterior of any existing structures on property (color Xerox is acceptable).
- If applicable, copies of permits/approvals already received for this project.
- If applicable, an explanation of how the property will satisfy the affordable housing commitment proposed.

**Statement of Potential Tax Liability**

If the exemption is canceled for non-compliance additional real property tax will be imposed that includes: (a) the difference between the property tax paid and the property tax that would have been paid if it had included the value of the nonqualifying improvements dated back to the date that the improvements became nonqualifying; (b) a penalty of 20 percent of the difference; and (c) interest upon the tax and penalty amounts due at the standard statutory rate charged on delinquent property taxes calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by RCW 84.14 and City of Wenatchee Ordinances 99-7, 99-20, 2001-29, and 2008-23. The additional tax owed together with the interest and penalty will become a lien on the property at the time of property non-compliance.

**Certification**

As owner(s) of the land described in this application, I hereby indicate by my(our) signature(s) below that I(we) are aware of the additional tax liability to which the property will be subject if the exemption authorized by RCW 84.14 and City of Wenatchee Ordinances 99-7, 99-20, 2001-29, and 2008-23 is canceled. I/We declare under penalty of perjury under the laws of the State of Washington that the above information and any attachments are accurate and correct to the best of my(our) knowledge.

  
Owner's Signature

2/8/18  
Date

W. Dean Weidner  
Print Name As Trustee of the  
W. Dean Weidner Living Trust  
UTA DTD 10-23-98, as amended

Member - Piere Street Apartments LLC  
Title

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title





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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Jacob Huylar, Engineering Services Manager 

**SUBJECT:** Red Apple Road Preservation Project #1607 – Supplement #2 to agreement with RH2 Engineering, Inc.

**DATE:** March 2, 2018

**MEETING DATE:** March 8, 2018

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**I. OVERVIEW**

This project is funded through a Transportation Improvement Board (TIB) grant from 2016. The City retained RH2 Engineering, Inc. for design engineering and environmental services. The agreement was supplemented on 08/07/2017 to add water main survey and design work that was not included in the original contract.

The purpose of this supplement is to provide additional funds in our agreement with RH2 for water main design, construction inspection services, and construction testing services. The current approved project budget includes sufficient funds under which these costs will be allocated. However, the city's purchasing policy requires this action due to the size of the overall consultant agreement.

**II. ACTION REQUESTED**

*Staff recommends the City Council approve of and authorize the Mayor to execute supplement #2 with RH2 Engineering, Inc. providing for additional design and construction inspection services for the Red Apple Road Preservation (Project No. 1607).*

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

This supplement increases the maximum amount payable by \$177,244.75 bringing the new maximum amount payable up to \$359,381.75 for preliminary engineering and construction inspection services. The majority of the work included in the supplement is eligible for reimbursement by the Transportation Improvement Board agreement at a rate of 85%. No budget amendment is necessary as the current adopted project budget of \$2,095,302.00 is adequate to support these additional activities.

**IV. PROPOSED PROJECT SCHEDULE**

This project is currently being advertised for bids. Construction is scheduled for the spring and summer of summer 2018.

**V. REFERENCE(S)**

1. Supplement #2 with RH2 Engineering, Inc.
2. Current Project Budget Sheet

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Matt Leonard, Public Works Director  
Rachael Ivie, Contracts Coordinator



Transportation Improvement Board  
**Consultant Supplemental Agreement**

Agency City of Wenatchee

Project Number 8-3-160(029)-1

Project Name Red Apple Road Preservation

Consulting Firm RH2 Engineering, Inc.

Supplement Phase Supplement for Additional Design Work – Services During Construction

The Local Agency of **City of Wenatchee** desires to supplement the agreement entered into with and executed on January 23, 2017.

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

The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include  
 See enclosed **Exhibit B-1** Scope of work.

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

SUPPLEMENTAL COMPLETION DATE \_\_\_\_\_ December 31, 2018

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

MAXIMUM AMOUNT PAYABLE \$359,381.75

<b>EXHIBIT A</b>			
	<b>Original Agreement</b>	<b>Supplement</b>	<b>Total</b>
Direct Salary Cost	44,144.12	See Attached Exhibit A	See Attached Exhibit A
Overhead (including Payroll Additives)	86,332.65	See Attached Exhibit A	See Attached Exhibit A
Direct Non-salary Costs	28,508.00	See Attached Exhibit A	See Attached Exhibit A
Fixed Fee	13,243.23	See Attached Exhibit A	See Attached Exhibit A
Total	172,228.00	See Attached Exhibit A	See Attached Exhibit A

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

Agency Signature	Date
Consultant Signature	Date
Paul R. Cross – Executive Vice President	

<b>EXHIBIT A</b>				
	<b>Original Agreement</b>	<b>Supplement No. 1</b>	<b>Supplement No. 2</b>	<b>Total</b>
Direct Salary Cost	\$44,144.12	\$2,045.95	\$48,672.18	\$94,862.25
Overhead (including Payroll Additives)	\$86,332.65	\$4,001.26	\$95,188.18	\$185,522.09
Direct Non-salary Costs	\$28,508.00	\$3,248.00	\$18,782.75	\$50,538.75
Fixed Fee	\$13,243.23	\$613.79	\$14,601.64	\$28,458.66
<b>Total</b>	<b>\$172,228.00</b>	<b>\$9,909.00</b>	<b>\$177,244.75</b>	<b>\$359,381.75</b>

**EXHIBIT B-1**  
**Scope of Work**  
**Supplement No. 2**  
**City of Wenatchee**  
**Red Apple Road Preservation – Additional Design Work**  
**Services During Construction**  
January 2018

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## Background

This Scope of Work describes tasks to provide additional engineering services for the design and construction of road and water main improvements along Red Apple Road and Fuller Street as part of the Red Apple Road Preservation project. RH2 Engineering, Inc., (RH2) will work with the City of Wenatchee (City) to perform the tasks below. *This Scope of Work assumes state and local funding only. If federal funds are incorporated, additional tasks will be required and can be added by supplement.*

Task 1 – Additional Engineering Not Originally Scoped

Task 2 – Services During Construction – Road

Task 3 – Services During Construction – Water

Task 4 – Temporary Construction Permits/Right-of-Way Services

### Task 1 – Additional Engineering Not Originally Scoped

**Objective:** During the course of design, additional engineering effort was necessary to complete certain tasks due to the inaccuracy or unavailability of mapping data, and to accommodate City design directives.

**Approach:**

- 1.1 Coordinate with the City and Confluence Health (Hospital) and perform field work to determine configuration of existing Hospital water services, fire systems, and on-site water main configurations.
- 1.2 Provide additional design for connection details and construction sequencing due to requirement of keeping Hospital fire systems in service during construction.
- 1.3 Provide design and sequencing to accommodate City's directive to remove existing water main on Red Apple Road during installation of new water main, instead of keeping existing water main in service during construction.

**RH2 Deliverables:**

- All design products will be incorporated into the previously defined plans, specifications, and estimate deliverables from original contract and Supplement No. 1

### Task 2 – Services During Construction – Road

**Objective:** Provide construction contract administration and observation services for the Red Apple Road Preservation project. This Scope of Work is based on a ninety (90) working days construction project for both road and water work. This work will be completed together during the same construction project. The road work is estimated to take sixty-five (65) working days. The following tasks are for the road portion of the



project. Construction contract administration services include time before and after the construction is complete.

**Approach:**

- 2.1 Attend Pre-construction Conference – Prepare and provide an agenda for the pre-construction meeting. Attend the pre-construction meeting. Provide additional copies of the plans and specifications in accordance with the project documents (deliverable for task 2.1 and task 3.1 will be combined; effort and associated fees have been split between task 2.1 and task 3.1).
- 2.2 Coordinate Materials Testing – Coordinate with a materials testing lab to facilitate testing of the concrete, asphalt, and earthwork items in accordance with the Washington State Department of Transportation (WSDOT) standard specifications and construction manual (deliverable for task 2.2 and task 3.2 will be combined; effort and associated fees have been split between task 2.2 and task 3.2). *Materials testing will be an on-call service coordinated by RH2.*
- 2.3 Review Submittals – Review submittals for up to one hundred (100) materials (Qualified Product Lists (QPLs), Request(s) for Approval of Materials (RAMs), manufacturer certificate of compliance, mix designs, and shop drawings) in accordance with the project plans and specifications. Maintain the RAM on a weekly basis during construction (deliverable for task 2.3 and task 3.3 will be combined; effort and associated fees have been split between task 2.3 and task 3.3).
- 2.4 Provide Construction Observation Services – Provide one (1) part-time project observer for an average of six (6) hours per day throughout construction. Observation duties will include the following:
  - a. Monitoring and documenting the construction contractor’s daily operations through daily reports and photographs of the construction progress;
  - b. Collecting item quantity tickets (IQTs) and measurements of items to be used in preparing the pay estimates for construction contract items;
  - c. Addressing technical issues and questions onsite;
  - d. Collecting and maintaining records for utilities, earthwork, surfacing, concrete, asphalt, and traffic control items. Maintaining the project ledger for payment of construction contract items; and
  - e. On-site coordination with utility purveyors.
- 2.5 Respond to Requests for Information (RFIs) and Questions, and Attend Meetings – Attend weekly site visit by the project manager, or as requested, to attend project meetings and/or address technical issues, and respond to construction contractor questions that cannot be addressed in the field by the observer. Prepare a weekly statement of working days (deliverable for task 2.5 and task 3.5 will be combined; effort and associated fees have been split between task 2.5 and task 3.5).
- 2.6 Prepare Progress Payments – Prepare up to five (5) pay estimates based on quantities provided by the observer (deliverable for task 2.6 and task 3.6 will be combined; effort and associated fees have been split between task 2.6 and task 3.6).
- 2.7 Review Change Orders – Review and prepare up to four (4) change orders for City approval (deliverable for task 2.7 and task 3.7 will be combined; effort and associated fees have been split between task 2.7 and task 3.7).

- 2.8 Prepare As-built Drawings – Prepare as-built drawings based on observer and construction contractor records (deliverable for task 2.8 and task 3.8 will be combined; effort and associated fees have been split between task 2.8 and task 3.8).
- 2.9 Provide Project Closeout – Organize and maintain project records for closeout. Prepare letters as required for substantial completion, physical completion, and project completion (deliverable for task 2.9 and task 3.9 will be combined; effort and associated fees have been split between task 2.9 and task 3.9).
- 2.10 Provide Project Management Services – Review invoices and budget throughout the construction phase of the project. Communicate observed status of construction and budget with the City monthly. Coordinate with staff and contractor, and administer request for sublets, and statements of intent. Set up RH2’s construction files; track, assemble, file, and maintain construction documentation. Assist the City with Transportation Improvement Board (TIB) funding documentation. Coordinate with outside utilities and agencies, including the City, the construction contractor, Wenatchee Reclamation District, United States Postal Service, Waste Management, Chelan County Public Utility District No. 1, Frontier Communications, Charter Communications, Cascade Natural Gas, LINK Transit, Chelan County Fire District, and Hospital (deliverable for task 2.10 and task 3.10 will be combined; effort and associated fees have been split between task 2.10 and task 3.10).

**Assumptions:** *The construction project will last ninety (90) working days. RH2 will perform Task 2 services up to the level included in the attached Fee Estimate. Additional effort, if needed, will be mutually determined by the City and RH2. RH2 is not responsible for site safety, for directing the contractor or others in their work, or for determining means and methods.*

**RH2 Deliverables:**

- Project manager and observer attendance to pre-construction conference, including pre-construction conference meeting agenda in digital format (PDF). This deliverable will be combined with the Task 3 pre-construction conference deliverable.
- Review of up to one hundred (100) materials submittals. Weekly RAM maintenance. This deliverable will be combined with the Task 3 material review deliverable.
- Part-time construction observation for six (6) hours per day through construction.
- Weekly site visit, including attendance at weekly project meetings, as required. Includes clarifications and RFI responses. This deliverable will be combined with the Task 3 meeting and RFI deliverable.
- Weekly working days’ statements in digital format (PDF). This deliverable will be combined with the Task 3 working day statement deliverable.
- Prepare up to five (5) pay estimates in digital format (PDF). This deliverable will be combined with the Task 3 pay estimate deliverable.
- Prepare up to four (4) change orders in digital format (PDF). This deliverable will be combined with the Task 3 change order deliverable.
- Prepare as-built drawings in digital format (PDF). This deliverable will be combined with the Task 3 as-built drawing deliverable.
- Compile and maintain project records. Prepare project closeout letters for substantial completion, physical completion, and project completion, in digital format (PDF), as requested. This deliverable will



be combined with the Task 3 close-out deliverable.

- Monthly budget and status updates to City.

### Task 3 – Services During Construction – Water

**Objective:** Provide construction contract administration and observation services for the Red Apple Road Preservation project. This Scope of Work is based on a ninety (90) working days construction project for both road and water work. This work will be completed together during the same construction project. The water work is estimated to take twenty-five (25) working days. The following tasks are for the water portion of the project. Construction contract administration services include time before and after the construction is complete.

#### Approach:

- 3.1 Attend Pre-construction Conference – Prepare and provide an agenda for the pre-construction meeting. Attend the pre-construction meeting. Provide additional copies of the plans and specifications in accordance with the project documents (deliverable for task 2.1 and task 3.1 will be combined; effort and associated fees have been split between task 2.1 and task 3.1).
- 3.2 Coordinate Materials Testing – Coordinate with a materials testing lab to facilitate testing of the concrete, asphalt, and earthwork items in accordance with the WSDOT standard specifications and construction manual (deliverable for task 2.2 and task 3.2 will be combined; effort and associated fees have been split between task 2.2 and task 3.2). *Materials testing will be an on-call service coordinated by RH2.*
- 3.3 Review Submittals – Review submittals for up to one hundred (100) materials (QPLs, RAMs, manufacturer certificate of compliance, mix designs, and shop drawings) in accordance with the project plans and specifications. Maintain the RAM on a weekly basis during construction (deliverable for task 2.3 and task 3.3 will be combined; effort and associated fees have been split between task 2.3 and task 3.3).
- 3.4 Provide Construction Observation Services – Provide one (1) part-time project observer for an average of six (6) hours per day throughout construction. Observation duties will include the following:
  - a. Monitoring and documenting the construction contractor’s daily operations through daily reports and photographs of the construction progress;
  - b. Collecting IQTs and measurements of items to be used in preparing the pay estimates for construction contract items;
  - c. Addressing technical issues and questions onsite;
  - d. Collecting and maintaining records for utilities, earthwork, surfacing, concrete, asphalt, and traffic control items. Maintaining the project ledger for payment of construction contract items; and
  - e. On-site coordination with utility purveyors.
- 3.5 Respond to RFIs and Questions, and Attend Meetings – Attend weekly site visit by the project manager, or as requested, to attend project meetings and/or address technical issues, and respond to construction contractor questions that cannot be addressed in the field by the observer. Prepare a weekly statement of working days (deliverable for task 2.5 and task 3.5 will be combined; effort and associated fees have been split between task 2.5 and task 3.5).

- 3.6 Prepare Progress Payments – Prepare up to five (5) pay estimates based on quantities provided by the observer (deliverable for task 2.6 and task 3.6 will be combined; effort and associated fees have been split between task 2.6 and task 3.6).
- 3.7 Review Change Orders – Review and prepare up to four (4) change orders for City approval (deliverable for task 2.7 and task 3.7 will be combined; effort and associated fees have been split between task 2.7 and task 3.7).
- 3.8 Prepare As-built Drawings – Prepare as-built drawings based on observer and construction contractor records (deliverable for task 2.8 and task 3.8 will be combined; effort and associated fees have been split between task 2.8 and task 3.8).
- 3.9 Provide Project Closeout – Organize and maintain project records for closeout. Prepare letters as required for substantial completion, physical completion, and project completion (deliverable for task 2.9 and task 3.9 will be combined; effort and associated fees have been split between task 2.9 and task 3.9).
- 3.10 Provide Project Management Services – Review invoices and budget throughout the construction phase of the project. Communicate observed status of construction and budget with the City monthly. Coordinate with staff and contractor, and administer request for sublets, and statements of intent. Set up RH2's construction files; track, assemble, file, and maintain construction documentation. Assist the City with TIB funding documentation. Coordinate with outside utilities and agencies, including the City, the construction contractor, Wenatchee Reclamation District, United States Postal Service, Waste Management, Chelan County Public Utility District No. 1, Frontier Communications, Charter Communications, Cascade Natural Gas, LINK Transit, Chelan County Fire District, and Hospital (deliverable for task 2.10 and task 3.10 will be combined; effort and associated fees have been split between task 2.10 and task 3.10).

**Assumptions:** *The construction project will last ninety (90) working days. RH2 will perform Task 3 services up to the level included in the attached Fee Estimate. Additional effort, if needed, will be mutually determined by the City and RH2. RH2 is not responsible for site safety, for directing the contractor or others in their work, or for determining means and methods.*

**RH2 Deliverables:**

- Project manager and observer attendance to pre-construction conference, including pre-construction conference meeting agenda in digital format (PDF). This deliverable will be combined with the Task 2 pre-construction conference deliverable.
- Review of up to one hundred (100) materials submittals. Weekly RAM maintenance. This deliverable will be combined with the Task 2 material review deliverable.
- Part-time construction observation for six (6) hours per day through construction.
- Weekly site visits, includes attendance at weekly project meetings, as required. Includes clarifications and RFI responses. This deliverable will be combined with the Task 2 meeting and RFI deliverable.
- Weekly working days' statements in digital format (PDF). This deliverable will be combined with the Task 2 working day statement deliverable.
- Prepare up to five (5) pay estimates in digital format (PDF). This deliverable will be combined with the Task 2 pay estimate deliverable.

- Prepare up to four (4) change orders in digital format (PDF). This deliverable will be combined with the Task 2 change order deliverable.
- Prepare as-built drawings in digital format (PDF). This deliverable will be combined with the Task 2 as-built drawing deliverable.
- Compile and maintain project records. Prepare project closeout letters for substantial completion, physical completion, and project completion in digital format (PDF), as requested. This deliverable will be combined with the Task 2 close-out deliverable.

## Task 4 – Temporary Construction Permits/Right-of-way Services

**Objective:** During the course of design, it was determined that temporary construction permits would aid in the City's ability to improve driveways match conditions.

### Approach:

- 4.1 Assist with Temporary Construction Permits (TCPs) – Provide exhibits to the City and meet with up to eight (8) property owners.

### RH2 Deliverables:

- TCP exhibits in digital format (PDF).

### Assumptions:

- *Property owners will be amendable to the proposed TCPs. If property owners are not amenable, steeper match conditions will be utilized to avoid permitting efforts. RH2 can not guarantee that a permit request will be approved.*
- *The City will be responsible for any permit recording fees if applicable.*
- *City will provide standard Temporary Construction Permit language for signature by the property owner.*

**Provided by City:** Property owner negotiation effort beyond the level of effort identified in this scope and fee.

### RH2 Deliverables:

- Temporary construction permit exhibits for eight (8) parcels delivered to the City in digital format (PDF). Exhibits will show proposed impacts to subject properties for discussion purposes. Exhibits are not intended to be right of way or legal boundary documents nor will they be prepared and stamped by a professional land surveyor.
- Meet with up to eight (8) property owners.

## Project Schedule

Construction of the project is scheduled to begin in the spring of 2018 and continue for ninety (90) working days. Closeout of the project is currently anticipated by the end of December 2018.

# Exhibit B-1 continued



104 EAST NINTH STREET  
WENATCHEE, WA 98801  
www.csinw.com

Construction Special Inspection

TEL: 509.664.4843  
FAX: 509.663.8534  
CELL: 509-881-8049

January 19, 2018

RH2 Engineering,

## Red Apple Rd. Preservation, Special Inspection and Testing:

Erik,

CSI is pleased to provide you with the following cost estimate for special testing on your project. We understand the scope of work to include concrete testing, soil compaction and asphalt testing. The following tables are a breakdown of the tests and time needed to complete the required inspections and tests. Times and cost may vary depending on contractor's construction schedule.

### Field Testing

The following table lists the projected number of time on site. The number of tests and time may vary depending on the contractor's placement schedule.

<b>Technician III: Soil Compaction</b>	20	@	\$60	\$1,200
<b>Technician III: HMA Testing</b>	21	@	\$60	\$1,260
<b>Technician III: Concrete Testing</b>	50	@	\$60	\$3,000
<b>Total</b>	91			<b>\$5,460</b>

### Laboratory Testing

The following table lists the number and types of tests that will be needed. The number of tests may vary depending on requirements.

<b>Extraction, Gradation &amp; Rice Density</b>	3	@	\$175	\$525
<b>Crushed Surface Gradation</b>	2	@	\$75	\$150
<b>Crushed Surface Proctor</b>	2	@	\$145	\$290
<b>Soil Sieve Analysis</b>	1	@	\$75	\$75
<b>Soil Proctor</b>	1	@	\$145	\$145
<b>Concrete Cylinder Strength Testing</b>	75	@	\$15	\$1,125
<b>Total</b>				<b>\$2,310</b>

# Exhibit B-1 continued

## Mileage and Travel Time:

Mileage will be charged at the rate of \$0.575 per mile. We estimate the round-trip distance from our Cashmere office to be 30 miles. CSI is currently involved in projects in the area and will share the travel time and mileage whenever possible.

<b>Mileage – Round Trips @ 30 miles ea.</b>				
50 Trips:	1,500 mi	@	\$0.575	\$862.50
Travel time @ 1 hr. per trip.	50 hrs.	@	\$60	\$3,000
<b>Total</b>				<b>\$3,862.50</b>

## Project Administration

These costs are associated with project management and document preparation, report review and technician scheduling. Reports and test results will be faxed or emailed on a daily basis as directed by the client.

<b>Secretarial</b>	6 hrs.	@	\$45	\$270
<b>Testing Manager</b>	30 hrs.	@	\$85	\$2,550
<b>Total Estimated Cost</b>				<b>\$14,452.50</b>

Thank you for the opportunity to provide you with this estimate. We look forward to working with you on this and future projects. Please call if you have any questions.

Sincerely,  
CSI



Derek Nyland,  
Lab Manager

The total fees may be more or less than the estimate depending on project schedule, changes in the scope of services, and unanticipated work effort. If it appears the fees will exceed the estimate, Client will be notified immediately and services will be suspended until receipt of written authorization to proceed.

**EXHIBIT D-2 Continued**

**City of Wenatchee  
Red Apple Road Preservation - Additional Design Work SDC  
Supplement No. 2  
Fee Estimate**

Description Classification	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1 Additional Engineering Not Originally Scoped	38	\$ 6,648	\$ -	\$ -	\$ 6,648
Task 2 Services During Construction - Road	662	\$ 103,652	\$ 10,433	\$ 3,267	\$ 117,352
Task 3 Services During Construction - Water	260	\$ 41,530	\$ 4,020	\$ 403	\$ 45,953
Task 4 Temporary Construction Permits/Right-of-Way Services	40	\$ 6,632	\$ -	\$ 660	\$ 7,292
<b>Supplement No. 2</b>	<b>1000</b>	<b>\$ 158,462</b>	<b>\$ 14,453</b>	<b>\$ 4,330</b>	<b>\$ 177,244.75</b>





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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**TO:** Frank Kuntz, Mayor  
City Council

**FROM:**  Gary Owen, City Engineer

**SUBJECT:** Project 1703, WSDOT Mission Avenue Paving and ADA Improvements  
Amendment #1 to Interlocal Agreement GCB 2658 with WSDOT for design and construction services for the City of Wenatchee

**DATE:** March 2, 2018

**MEETING DATE:** March 8, 2018

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**I. OVERVIEW**

WSDOT is nearing design completion of their major paving project on SR285 through the city of Wenatchee. In October of 2017, the city council approved an Interlocal agreement for the city to reimburse WSDOT for approximately \$1.7 Million to include additional paving, traffic signal equipment upgrades, and other work requested by the city.

Staff has been coordinating with WSDOT on numerous issues for over a year on this project. One issue that arose last year was that the Zayo group, who have a franchise agreement for communications in the city, requested the project include an additional conduit for their future fiber network. The additional conduit would be placed in the same trench as two conduits that are currently included in the WSDOT plans one for each WSDOT and the City. These conduits will extend from the intersection of Miller Street and SR285 to the Wenatchee River. Zayo has agreed to reimburse the City at cost for this item of work and staff recommended proceeding with adding this work to the WSDOT project. The Public Works/Economic Development Committee agreed with this recommendation and supported the inclusion of this work in the WSDOT project. WSDOT requires an amendment to our current interlocal agreement for the additional conduit work. The work is being included in the contract plans as a separate work item so costs associated with the additional conduit can be identified by the city for reimbursement from the Zayo Group.

**II. ACTION REQUESTED**

*Staff recommends the City Council authorize the Mayor to approve Amendment No. 1 to Interlocal Agreement GCB 2658 between the City of Wenatchee and the Washington State Department of Transportation, providing for the payment of costs incurred with design and construction of requested improvements associated with the SR285 Wenatchee Area Paving Project.*

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

The additional cost of this supplement is estimated to be \$88,095.87. This brings the total estimated cost to the city under the Interlocal agreement to \$1,765,728.08. Staff is currently negotiating an agreement with the Zayo Group for reimbursement of all costs associated with supplement #1 and additional franchise requirements associated with the new communications infrastructure. \$2 million was approved by the finance committee and is included in the 2018 City budget. The costs provided in the agreement are estimates, and the City of Wenatchee will be responsible for paying the actual costs under the WSDOT unit price contract for the work.



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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**IV. PROPOSED PROJECT SCHEDULE**

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

**V. REFERENCE(S)**

1. Amendment No. 1 to GCB 2658
2. October 26, 2017 agenda report and attachments for GCB 2658.

**VI. ADMINISTRATIVE ROUTING**

Matt Leonard, Public Works Director  
Tammy Stanger, City Clerk  
Rachael Ivie, Contracts Coordinator  
Jacob Hylar, Engineering Services Manager  
Ruta Jones, Administrative Assistant

## GCB 2658 AMENDMENT NO. 1

This Amendment No. 1 is made and entered into between the Washington State Department of Transportation (STATE) and the City of Wenatchee (LOCAL AGENCY,) collectively referred to as the "Parties," and individually the "Party".

### RECITALS

- A. The Parties entered into Agreement GCB 2658 (Agreement) on November 3, 2017 for the purpose of performing work related to the to the SR 285 Wenatchee Area Paving Project (Project) paving of Mission Avenue, and
- B. The STATE's Project is constructing a Conduit Trench and installing a single conduit for future STATE fiber optic cable, and
- C. The Agreement provides for the STATE to install a single conduit in the Conduit Trench for the LOCAL AGENCY in exchange for conduits previously provided to the STATE by the LOCAL AGENCY at the location of SR285 Couplet from MP 2.96 to 3.00, and
- D. The LOCAL AGENCY has requested, at their cost, lateral Conduit Trenches and an additional conduit placed for future use by the LOCAL AGENCY, and
- E. Upon completion of the contract, the STATE will be responsible for one conduit and the LOCAL AGENCY will be responsible for the added Conduit Trench as identified on Exhibit B and two conduits as identified on Exhibit D, ITS Trench Detail, and
- F. This Amendment No.1 identifies the ownership and maintenance responsibility of the conduits, and
- G. The added Work and cost for the LOCAL AGENCY require revision to Exhibits A, B and C, and
- H. This Amendment No. 1 provides for completion of the fill-in sections 3.5, 5.3, and 6.6, which were filled out but did not print out in the signed Agreement, and
- I. Pursuant to Section 10.1, Amendment, the Parties wish to modify the Agreement to clarify ownership of the conduit and include omissions that exist in the Agreement.

NOW THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performance contained herein, and the attached Exhibits which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The 4<sup>th</sup> Whereas is revised to read:  
WHEREAS, the LOCAL AGENCY agrees to reimburse the STATE for preliminary engineering cost for Work performed after June 1, 2017, as identified in Exhibit C.
2. The mutually agreed upon numbers for the Agreement fill-ins are: Section 3.5 is 90 days, Section 5.3 is 10 days, Section 6.6 is 15 percent.
3. Exhibit A is replaced in its entirety with Exhibit A2. All references to Exhibit A in the Agreement are replaced with Exhibit A2.
4. Exhibit B is supplemented with Exhibit B2, Scope of Work.
5. Exhibit C is modified, with Exhibit C2, which confirms the LOCAL AGENCY's agreement to the added preliminary engineering costs incurred by the addition of the 2<sup>nd</sup> LOCAL AGENCY conduit and associated Conduit Trench laterals.
6. Exhibit D, ITS Trench Detail, is added to the Agreement.

All other terms and conditions of the Agreement shall remain in full force and effect except as modified by this Amendment No. 1.

IN WITNESS THEROF, the Parties hereto have executed this Amendment No.1 as of date last signed below.

DEPARTMENT OF TRANSPORTATION

CITY OF WENATCHEE

\_\_\_\_\_  
Dan Sarles, Regional Administrator


\_\_\_\_\_  
Frank Kuntz, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



GCB 2658  
Exhibit A2  
Sheet 1 of 1

Project: NCR ADA COMPLIANCE 2018 - SR 285 WENATCHEE AREA PAVING		Last Updated: 2/8/2018		rhodese		CITY OF WENATCHEE		CITY WORK FOR CONDUIT	
		Group 3		Group 4		City Work		City Work for Added Conduit	
		MP to MP: 0.79-5.04		City Work for Added Conduit		0.79-5.04			
		Sta to Sta							
		CTRL:							
ITEM NO.	ITEM	STD. ITEM NO.	UNITS	UNIT PRICE	ITEMS SUBTOTAL		ITEMS SUBTOTAL		
<b>PREPARATION</b>									
1	MOBILIZATION	0001	L.S.	8%		\$96,767.32		\$4,562.00	
2	REMOVING DRAINAGE STRUCTURE	0049	EACH	\$400.00	9.0	\$3,600.00	0.0	\$0.00	
3	REMOVING TRAFFIC CURB	0160	L.F.	\$5.00	250.0	\$1,250.00	0.0	\$0.00	
4	REMOVING GUARDRAIL ANCHOR	0182	EACH	\$300.00	0.0	\$0.00	0.0	\$0.00	
5	REMOVING GUIDE POST	0185	EACH	\$10.00	0.0	\$0.00	0.0	\$0.00	
<b>GRADING</b>									
6	ROADWAY EXCAVATION INCL. HAUL	0310	C.Y.	\$60.00	100.0	\$6,000.00	0.0	\$0.00	
7	PAVEMENT REPAIR EXCAVATION INCL. HAUL	0332	S.Y.	\$12.50	250.0	\$3,125.00	0.0	\$0.00	
<b>STORM SEWER</b>									
8	CATCH BASIN TYPE 1	3091	EACH	\$1,300.00	12.0	\$15,600.00	0.0	\$0.00	
9	TESTING STORM SEWER PIPE	3151	L.F.	\$6.00	92.0	\$552.00	0.0	\$0.00	
10	PLAIN CONC. STORM SEWER PIPE 6"	3391	L.F.	\$200.00	54.0	\$10,800.00	0.0	\$0.00	
11	CL. IV REINF. CONC. STORM SEWER PIPE 12 IN. DIAM	3455	L.F.	\$200.00	38.0	\$7,600.00	0.0	\$0.00	
<b>STRUCTURE</b>									
12	EXPOSED AGG. FINISH	4195	S.Y.	\$50.00	0.0	\$0.00	0.0	\$0.00	
13	EXPANSION JOINT MODIFICATION RCS	4444	L.F.	\$100.00	0.0	\$0.00	0.0	\$0.00	
14	BRIDGE DECK REPAIR BR. - NO. 285/20W	4451	S.F.	\$140.00	0.0	\$0.00	0.0	\$0.00	
15	WATERPROOF MEMBRANE - BR. NO. 285/20W	4455	S.Y.	\$18.00	0.0	\$0.00	0.0	\$0.00	
<b>SURFACING</b>									
16	CRUSHED SURFACING BASE COURSE	5100	TON	\$100.00	0.0	\$0.00	0.0	\$0.00	
<b>LIQUID ASPHALT</b>									
17	ASPHALT FOR FOG SEAL	5340	TON	\$800.00	0.0	\$0.00	0.0	\$0.00	
<b>CEMENT CONCRETE PAVEMENT</b>									
18	REPLACE CEMENT CONCRETE PANEL	5662	SY	\$500.00	174.0	\$87,000.00	0.0	\$0.00	
19	REPLACE UNCOMPACTABLE MATERIAL	5709	EST.	\$1.00	5000.0	\$5,000.00	0.0	\$0.00	
20	ASPHALT MEMBRANE		S.Y.	\$12.00	2830.0	\$33,960.00	0.0	\$0.00	
<b>HOT MIX ASPHALT</b>									
21	CRACK SEALING	5703	L.F.	\$2.50	4072.0	\$10,180.00	0.0	\$0.00	
22	REMOVING EXISTING OVERLAY FROM BRIDGE DECK 285/20W	5708	S.Y.	\$22.00	0.0	\$0.00	0.0	\$0.00	
23	REMOVING EXISTING OVERLAY FROM CONCRETE PAVEMENT		S.Y.	\$10.00	2830.0	\$28,300.00	0.0	\$0.00	
24	PLANING BITUMINOUS PAVEMENT	5711	S.Y.	\$1.75	43670.0	\$76,422.50	0.0	\$0.00	
25	HMA FOR PAVEMENT REPAIR CL. 1/2 PG 64H-28	5739	TON	\$150.00	80.0	\$12,000.00	0.0	\$0.00	
26	HMA CL. 1/2 PG 64H-28	5767	TON	\$75.00	4730.0	\$354,750.00	0.0	\$0.00	
27	JOB MIX COMPLIANCE PRICE ADJUSTMENT	5830	CALC	\$1.00	10642.5	\$10,642.50	0.0	\$0.00	
28	COMPACTION PRICE ADJUSTMENT	5835	CALC	\$1.00	5034.7	\$5,034.66	0.0	\$0.00	
29	ASPHALT COST PRICE ADJUSTMENT	5837	CALC	\$1.00	4215.4	\$4,215.36	0.0	\$0.00	
30	COMMERCIAL HMA	5875	TON	\$150.00	7.0	\$1,050.00	0.0	\$0.00	
31	HMA SAWCUT AND SEAL	6511	L.F.	\$12.50	0.0	\$0.00	0.0	\$0.00	
32	PAVED PANEL JOINT SEAL	6517	L.F.	\$30.00	0.0	\$0.00	0.0	\$0.00	
33	CYCLIC DENSITY PRICE ADJUSTMENT	6516	CALC	\$1.00	0.0	\$0.00	0.0	\$0.00	
<b>EROSION CONTROL AND ROADSIDE PLANTING</b>									
34	ESC LEAD	6403	DAY	\$50.00	9.0	\$450.00	0.0	\$0.00	
35	INLET PROTECTION	6471	EACH	\$100.00	40.0	\$4,000.00	0.0	\$0.00	
36	BLOCKING EXISTING BRIDGE DRAIN		EACH	\$120.00	0.0	\$0.00	0.0	\$0.00	
37	EROSION/WATER POLLUTION CONTROL	6490	EST.	\$1.00	1000.0	\$1,000.00	0.0	\$0.00	
<b>TRAFFIC</b>									
38	CEMENT CONC. TRAFFIC CURB AND GUTTER	6700	L.F.	\$33.00	260.0	\$8,580.00	48.0	\$1,584.00	
39	CEMENT CONC. PEDESTRIAN CURB	6707	L.F.	\$25.00	34.0	\$850.00	0.0	\$0.00	
40	EXTRUDED CURB	6727	L.F.	\$35.00	0.0	\$0.00	0.0	\$0.00	
41	PRECAST SLOPED MOUNTABLE CURB	6840	L.F.	\$40.00	170.0	\$6,800.00	0.0	\$0.00	
42	PRECAST DUAL FACED SLOPED MOUNTABLE CURB	6841	L.F.	\$20.00	630.0	\$12,600.00	0.0	\$0.00	
43	BEAM GUARDRAIL TYPE 31	6757	L.F.	\$50.00	0.0	\$0.00	0.0	\$0.00	
44	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	6719	EACH	\$3,500.00	0.0	\$0.00	0.0	\$0.00	
45	REMOVING AND RESETTING EXISTING PERMANENT BARRIER	6784	L.F.	\$35.00	0.0	\$0.00	0.0	\$0.00	
46	TEMPORARY IMPACT ATTENUATOR	7440	EACH	\$3,500.00	0.0	\$0.00	0.0	\$0.00	
47	FLEXIBLE GUIDEPOST	6832	EACH	\$45.00	0.0	\$0.00	0.0	\$0.00	
48	TUBULAR MARKER		EACH	\$50.00	0.0	\$0.00	0.0	\$0.00	
49	BARRIER DELINEATOR	6830	EACH	\$13.00	0.0	\$0.00	0.0	\$0.00	
50	PLASTIC LINE	6807	L.F.	\$0.90	20260.0	\$18,234.00	0.0	\$0.00	
51	PLASTIC WIDE LANE LINE	6828	L.F.	\$2.50	1260.0	\$3,150.00	0.0	\$0.00	
52	PLASTIC CROSOWALK LINE	6857	S.F.	\$7.50	368.0	\$2,760.00	0.0	\$0.00	
53	PLASTIC STOP LINE	6859	L.F.	\$7.50	583.0	\$4,372.50	0.0	\$0.00	
54	PLASTIC TRAFFIC ARROW	6833	EACH	\$175.00	57.0	\$9,975.00	0.0	\$0.00	
55	PLASTIC TRAFFIC LETTER	6871	EACH	\$70.00	0.0	\$0.00	0.0	\$0.00	
56	PLASTIC BICYCLE LANE SYMBOL	6867	EACH	\$175.00	3.0	\$525.00	0.0	\$0.00	
57	PERMANENT SIGNING	6890	L.S.	\$1.00	1520.0	\$1,520.00	0.0	\$0.00	
58	TEMPORARY PAVEMENT MARKING - SHORT DURATION	6895	L.F.	\$0.15	44080.0	\$6,612.00	0.0	\$0.00	
59	TYPE 1 STOP LINE LOOP VEHICLE DETECTOR		EACH	\$1,200.00	17.0	\$20,400.00	0.0	\$0.00	
60	TYPE 3 ADVANCED LOOP VEHICLE DETECTOR		EACH	\$800.00	12.0	\$9,600.00	0.0	\$0.00	
61	TYPE 3 SAMPLING LOOP VEHICLE DETECTOR		EACH	\$1,100.00	0.0	\$0.00	0.0	\$0.00	
62	PREFORMED SYSTEMS TYPE 1		EACH	\$3,500.00	2.0	\$7,000.00	0.0	\$0.00	
63	TRAFFIC SIGNAL SYSTEM NO. 1	6912	L.S.	\$1.00	112200.0	\$112,200.00	0.0	\$0.00	
64	TRAFFIC SIGNAL SYSTEM NO. 2	6912	L.S.	\$1.00	20500.0	\$20,500.00	0.0	\$0.00	
65	TRAFFIC SIGNAL SYSTEM NO. 3	6912	L.S.	\$1.00	100200.0	\$100,200.00	0.0	\$0.00	
66	TRAFFIC SIGNAL SYSTEM NO. 4	6912	L.S.	\$1.00	0.0	\$0.00	0.0	\$0.00	
67	TRAFFIC SIGNAL SYSTEM NO. 5	6912	L.S.	\$1.00	0.0	\$0.00	0.0	\$0.00	
68	TRAFFIC SIGNAL SYSTEM NO. 6	6912	L.S.	\$1.00	0.0	\$0.00	0.0	\$0.00	
69	TRAFFIC SIGNAL SYSTEM NO. 7	6912	L.S.	\$1.00	0.0	\$0.00	0.0	\$0.00	
70	TRAFFIC SIGNAL SYSTEM NO. 8	6912	L.S.	\$1.00	0.0	\$0.00	0.0	\$0.00	
71	TRAFFIC SIGNAL SYSTEM NO. 9	6912	L.S.	\$1.00	0.0	\$0.00	0.0	\$0.00	
72	TRAFFIC SIGNAL SYSTEM NO. 10	6912	L.S.	\$1.00	0.0	\$0.00	0.0	\$0.00	
73	CONDUIT TRENCH		L.F.	\$20.00	0.0	\$0.00	590.0	\$11,800.00	
74	PULL BOX		EACH	\$3,500.00	0.0	\$0.00	0.0	\$0.00	
75	CABLE-VAULT		EACH	\$5,800.00	0.0	\$0.00	0.0	\$0.00	
76	TYPE 1 JUNCTION BOX		EACH	\$1,000.00	1.0	\$1,000.00	0.0	\$0.00	
77	TYPE 8 JUNCTION BOX		EACH	\$3,200.00	0.0	\$0.00	0.0	\$0.00	
78	CONDUIT PIPE 2 IN. DIAM.	6945	L.F.	\$5.00	285.0	\$1,425.00	8200.0	\$41,000.00	
79	CONDUIT PIPE 3 IN. DIAM.	6947	L.F.	\$75.00	260.0	\$19,500.00	0.0	\$0.00	
80	PORTABLE CHANGEABLE MESSAGE SIGN	6993	HR	\$4.00	384.0	\$1,536.00	0.0	\$0.00	
81	PROJECT TEMPORARY TRAFFIC CONTROL	6971	L.S.	\$1.00	91014.0	\$91,014.00	0.0	\$0.00	
82	CONSTRUCTION SIGNS CLASS A	6982	S.F.	\$15.00	0.0	\$0.00	0.0	\$0.00	
83	PLASTIC CROSSHATCH MARKING	6822	L.F.	\$7.00	0.0	\$0.00	0.0	\$0.00	
<b>OTHER ITEMS</b>									
84	SHORING OR EXTRA EXCAVATION CLASS B	7008	S.F.	\$2.00	343.0	\$686.00	0.0	\$0.00	
85	STRUCTURE SURVEYING	7037	L.S.	\$1.00	0.0	\$0.00	0.0	\$0.00	
86	ADA FEATURE SURVEYING		L.S.	\$1.00	500.0	\$500.00	0.0	\$0.00	
87	MONUMENT CASE AND COVER	7045	EACH	\$500.00	0.0	\$0.00	0.0	\$0.00	
88	LOWER MONUMENT CASE AND COVER		EACH	\$175.00	2.0	\$350.00	0.0	\$0.00	
89	ADJUST MONUMENT CASE AND COVER	7380	EACH	\$300.00	2.0	\$600.00	0.0	\$0.00	
90	CEMENT CONC. SIDEWALK	7055	S.Y.	\$60.00	76.0	\$4,560.00	44.0	\$2,640.00	
91	CEMENT CONC. CURB RAMP		S.Y.	\$300.00	61.0	\$18,300.00	0.0	\$0.00	
92	REMOVE BRICK PAVERS		S.F.	\$35.00	0.0	\$0.00	0.0	\$0.00	
93	RESET BRICK PAVERS		S.F.	\$115.00	0.0	\$0.00	0.0	\$0.00	
94	DETECTABLE WARNING SURFACE	7054	S.F.	\$30.00	61.0	\$1,830.00	0.0	\$0.00	
95	LOWER MANHOLE		EACH	\$200.00	38.0	\$7,600.00	0.0	\$0.00	
96	ADJUST MANHOLE	3080	EACH	\$400.00	38.0	\$15,200.00	0.0	\$0.00	
97	LOWER CATCH BASIN		EACH	\$200.00	0.0	\$0.00	0.0	\$0.00	
98	ADJUST CATCH BASIN	3100	EACH	\$400.00	3.0	\$1,200.00	0.0	\$0.00	
99	LOCKING SOLID METAL COVER AND FRAME FOR CATCH BASIN	3110	EACH	\$800.00	3.0	\$2,400.00	0.0	\$0.00	
100	LOWER VALVE BOX		EACH	\$165.00	27.0	\$4,455.00	0.0	\$0.00	
101	ADJUST VALVE BOX	6243	EACH	\$325.00	27.0	\$8,775.00	0.0	\$0.00	
102	REMOVE AND RELOCATE PARADE BOLLARD RECEPTACLE		EACH	\$120.00	0.0	\$0.00	0.0	\$0.00	
103	FORCE ACCOUNT SHOULDER DRAINAGE CUTOUT	7715		\$1.00	0.0	\$0.00	0.0	\$0.00	
104	FORCE ACCOUNT LANDSCAPE REPAIR	7715	EST.	\$1.00	0.0	\$0.00	0.0	\$0.00	
105	TRAINING	7400	EACH	\$1.00	0.0	\$0.00	0.0	\$0.00	
106	REIMBURSEMENT FOR THIRD PARTY DAMAGE	7725	DOL	\$1.00	0.0	\$0.00	0.0	\$0.00	
107	MINOR CHANGE	7728	DOL	\$1.00	1.0	\$1.00	1.0	\$1.00	
108	AGGREGATE COMPLIANCE PRICE ADJUSTMENT	7732	CALC	\$1.00	-1.0	-\$1.00	0.0	\$0.00	
109	PROJECT SPECIFIC PARTNERING		CALC	\$1.00	0.0	\$0.00	0.0	\$0.00	
110	SPCC PLAN	7736	L.S.	\$1.00	250.0	\$250.00	0.0	\$0.00	
<b>GROUP SUBTOTAL INCL. MOBILIZATION</b>						\$1,306,108.84	\$61,586.00	\$1,367,694.84	
<b>TOTAL TAXES</b>					0.00%	\$0.00	\$0.00	\$0.00	
<b>GROUP SUBTOTAL IN</b>									

## GCB 2658

### AMENDMENT NO. 1

#### EXHIBIT B2, Work

The STATE, as part of its SR 285 Wenatchee Area Paving (Project) state route improvements, is constructing trench and installing conduit for future STATE fiber optic installation.

LOCAL AGENCY requested Work

The STATE:

1. Will do Preliminary Engineering for lateral Conduit Trenches, placement of two (2)- 2" fiber optic conduits, back fill and paving.
2. Under Construction: will perform lateral Conduit Trench work, placement of two (2) -2" conduits and paving.
  - a. Cost identified in Exhibit A2, Cost Estimate
  - b. Location (streets) identified in Exhibit B
  - c. Conduits and Conduit Trench detail, as identified in Exhibit D
  - d. Set up a group under the contract for LOCAL AGENCY Work

# GCB 2658 Exhibit C2 Sheet 1 of 1



Fri 2/16/2018 11:59 AM

Gary Owen <GOwen@WenatcheeWA.Gov>

RE: GCB 2658 supplement for conduit

To: Alfie, Paul; Matt Leonard

Cc: Jacob Huydar

Follow up.

You replied to this message on 2/16/2018 11:37 AM.

Hello Paul,

Please accept this e-mail as a commitment by the city of Wenatchee to reimburse the WSDOT for preliminary engineering costs incurred in the development of plans and specifications for the additional conduit under GCB 2658.

**Gary P. Owen, P.E.**  
**City Engineer**  
**Public Works Department**

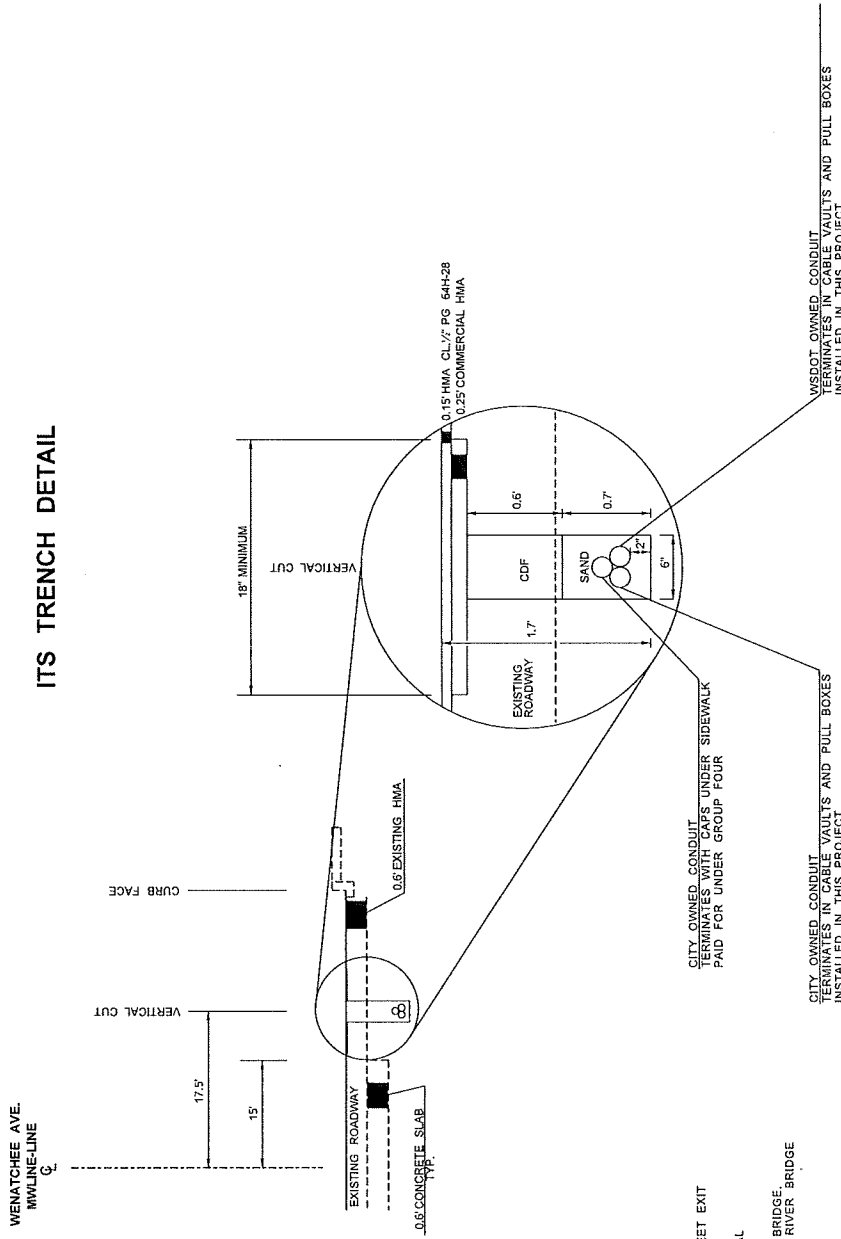


*City of  
Wenatchee*



GCB 2658  
 AMENDMENT NO. 1  
 EXHIBIT D

ITS TRENCH DETAIL



NOTES:

1. CONDUIT TRENCH RUNS FROM EXISTING INFRASTRUCTURE AT DELUS TRIANGLE TO THE GORE AREA AT THE EASY STREET EXIT OFF OF SR 285
2. CABLE VAULTS, PULL BOXES, AND BREAK OUTS ARE TYPICAL AT EACH INTERSECTION.
3. NO CONDUIT WAS INSTALLED ON THE WENATCHEE RIVER BRIDGE. 1. PULL WAS INSTALLED ON EACH END OF THE WENATCHEE RIVER BRIDGE TO FACILITATE FUTURE CONNECTION ACROSS THE RIVER.

CITY OWNED CONDUIT  
 TERMINATES WITH CAPS UNDER SIDEWALK  
 PAID FOR UNDER GROUP FOUR


WSDOT OWNED CONDUIT  
 TERMINATES IN CABLE VAULTS AND PULL BOXES  
 INSTALLED IN THIS PROJECT

CITY OWNED CONDUIT  
 TERMINATES IN CABLE VAULTS AND PULL BOXES  
 INSTALLED IN THIS PROJECT

SR 285 WENATCHEE AREA PAVING AND ADA COMPLIANCE		Washington State Department of Transportation		FEDERAL-AID PROJECT NO. XL-5344	
ELECTRICAL DETAILS		DATE: _____ P.E. STAMP BOX		FEDERAL-AID PROJECT NO. XL-5344	
FILE NAME G:\Engineering\PE\101\PROJECT\SR 285\Wenatchee Area Paving 2018\XL 5344\ContractPlan\XL5344CR\Trench\TrenchDetail.dwg	REGION 10 WASH	STATE WASH	FEDERAL-AID PROJECT NO. XL-5344	DATE 2/9/2018	BY E. RHODES
DATE 2/9/2018	JOB NUMBER 18B007	CONTRACT NO.	LOCATION NO.	REVISION	DATE
DESIGNED BY E. RHODES	CHECKED BY M. CASTILLO	REGIONAL ADM. D. KIENINGER	REVISION	DATE	BY

**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

**TO:** Frank Kuntz, Mayor  
City Council

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

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

**DATE:** October 20, 2017

**MEETING DATE:** October 26, 2017

**I. OVERVIEW**

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

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

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

**II. ACTION REQUESTED**

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

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

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

**IV. PROPOSED PROJECT SCHEDULE**

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



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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**V. REFERENCE(S)**

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

**VI. ADMINISTRATIVE ROUTING**

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



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

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

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

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

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

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

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

**IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. PLANS, SPECIFICATIONS, AND COST ESTIMATES**

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

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

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

## **2. BID, AWARD, AND COST ADJUSTMENTS**

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

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

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

### **3. CONSTRUCTION**

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

### **4. CONTRACT CHANGES**

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

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

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

## **6. PAYMENT**

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

**7. RIGHT OF ENTRY**

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

**8. CLAIMS**

**8.1 Claims for Additional Payment**

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



**9. OWNERSHIP, OPERATION, AND MAINTENANCE**

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

**10. GENERAL PROVISIONS**

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


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

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

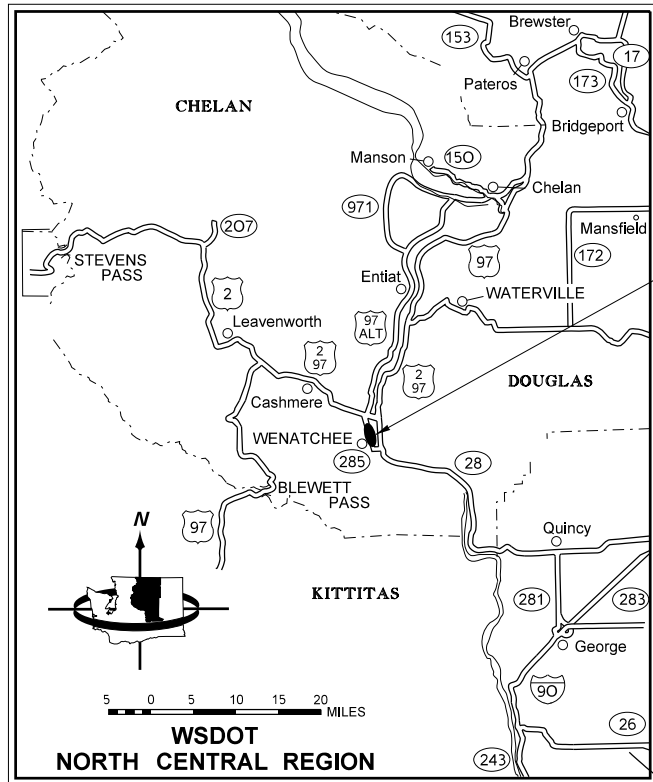
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

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

# GCB 2658 Exhibit A Sheet 1 of 1

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

# GCB 2658 Exhibit B Sheet 1 of 2



PROJECT AREA

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

**BEGIN PAVING EXCEPTION**  
MP 2.83

**END PAVING EXCEPTION**  
MP 3.07

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

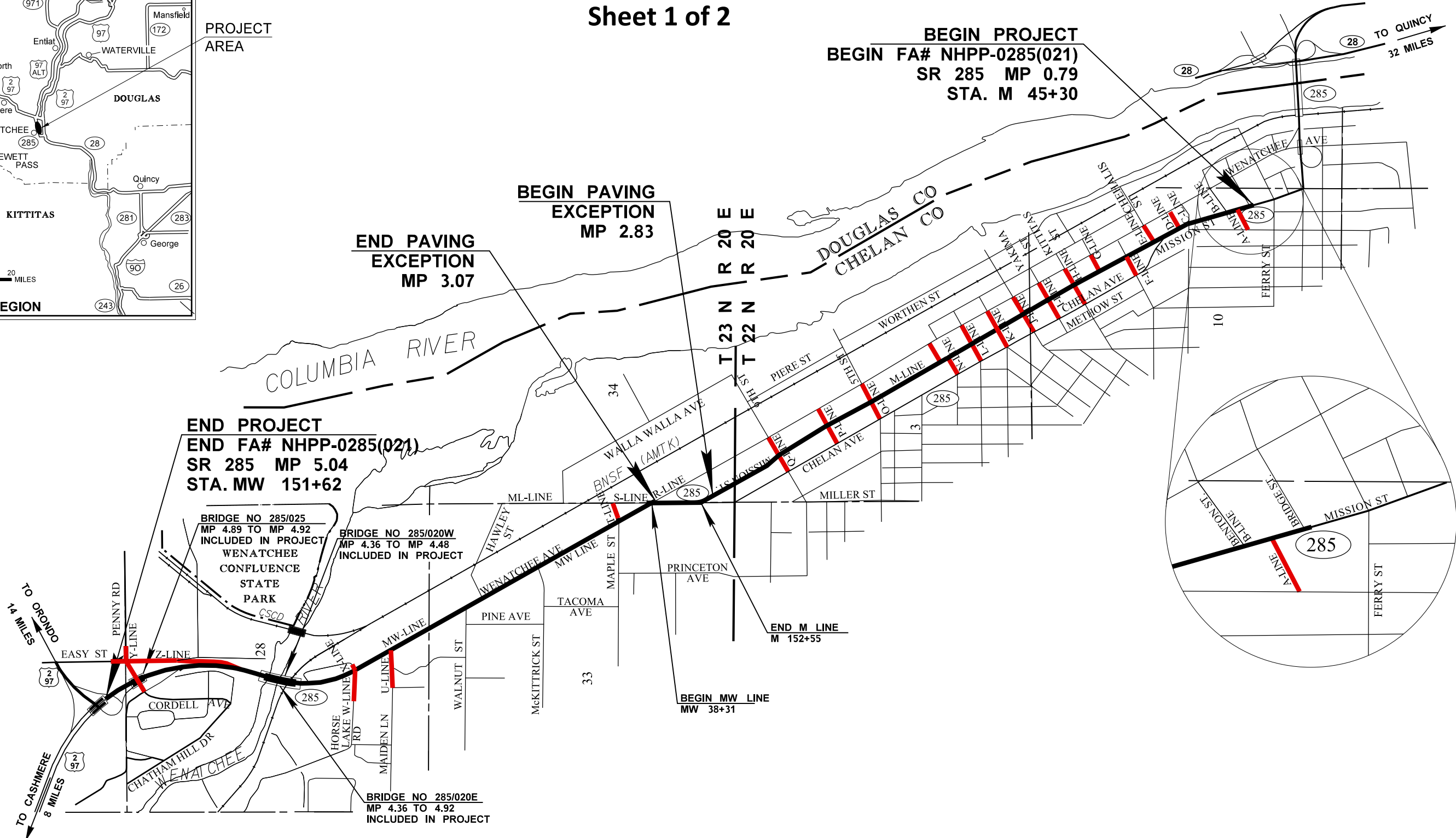
BRIDGE NO 285/025  
MP 4.89 TO MP 4.92  
INCLUDED IN PROJECT  
WENATCHEE CONFLUENCE STATE PARK

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

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

END M LINE  
M 152+55

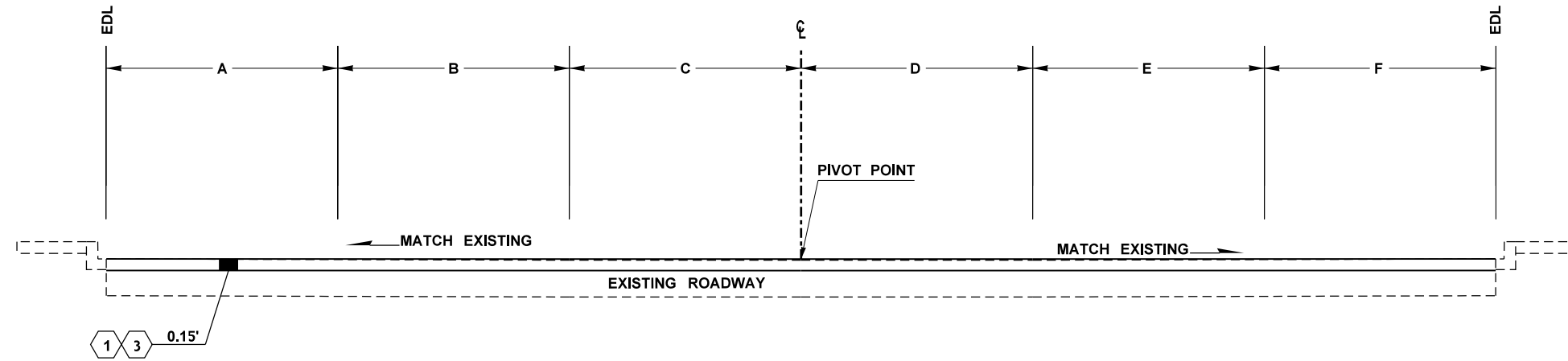
BEGIN MW LINE  
MW 38+31



NOT TO SCALE

FILE NAME G:\Engineering\PE301\PROJECTS\SR 285\Wenatchee Area Paving 2018\XL 5344\City of Wenatchee Agreement\XL5344_VicMap.dgn		REGION NO. 10		STATE WASH	FED.AID PROJ.NO. NHPP-0285(021)	Washington State Department of Transportation	SR 285 WENATCHEE AREA PAVING	Plot 2
TIME 11:06:30 AM	DATE 7/26/2017	JOB NUMBER		LOCATION NO. XL 5344	DATE			DATE
PLOTTED BY honeyce	DESIGNED BY E. RHODES	CONTRACT NO.						SHEET 2
ENTERED BY J. MASON	CHECKED BY E. HONEYCUTT	BY						OF
PROJ. ENGR. K. WALIGORSKI	REVISION	DATE						SHEETS
REGIONAL ADM. D. SARLES							VICINITY MAP	

**GCB 2658**  
**Exhibit B**  
**Sheet 2 of 2**



**ROADWAY SECTION I**

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

**LEGEND**

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

EDL = EDGE OF DRIVING LANE

NOTES:

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

NOT TO SCALE

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

# GCB 2658

## Exhibit C

### Sheet 1 of 1

3/8/2018 Wenatchee City Council  
Page 66 of 92

**Honeycutt, Emma**

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

Hello Paul,

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

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

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

Thank you,

**Jennifer Saugen, PE**  
Assistant City Engineer  
Public Works Department



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

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**COUNCIL AGENDA REPORT**  
**City of Wenatchee**

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**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Steve King, Economic Development Director

**SUBJECT:** Northwest Wholesale Property Acquisition

**DATE:** March 5, 2018

**MEETING DATE:** March 8, 2018

---

**I. OVERVIEW**

The city is in the process of purchasing property on North Wenatchee Avenue from Northwest Wholesale. The city is purchasing right of way for the extension of McKittrick Street as part of the intersection project. The City is also purchasing a parcel to the north of the acquisition area separately. The City Council authorized the Mayor to enter into a Purchase and Sale Agreement for this parcel, known as Parcel B.

An amendment to the purchase and sale agreement is recommended in order to complete the transaction. Due to the confidentiality of the real estate transaction, details will be provided at the Council Meeting.

**II. ACTION REQUESTED**

*Staff recommends the City Council approve the amendment of the Purchase and Sale Agreement with Northwest Wholesale and authorize the Mayor to sign all closing documents thereto.*

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

This action is within the adopted 2018 budget and is being financed by the short term authorized by the City Council.

**IV. PROPOSED PROJECT SCHEDULE**

The closing on this property is expected to happen within the next month.

**V. REFERENCE(S):**

1. Previously signed purchased and sale agreement
2. Amendment details to be provided at the City Council meeting

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Allison Williams, Executive Services Director  
Brad Posenjak, Finance Director  
Matt Leonard, Public Works Director

REAL ESTATE PURCHASE AND SALE AGREEMENT

Wenatchee, Washington

\_\_\_\_\_, 2017

1. Seller. Seller is Northwest Wholesale, Inc., a Washington corporation.
2. Purchaser. Purchaser is City of Wenatchee, a municipal corporation of the State of Washington.
3. Agreement/Property. The Seller agrees to sell and the Purchaser agrees to purchase the following described property located in the County of Chelan, commonly known as 1645 N. Wenatchee Avenue, Wenatchee, Washington 98801, legally described as:

As set forth on Exhibit "A" attached hereto.

The legal description set forth on Exhibit "A" shall be amended to conform to the final legal description set forth in the recorded Boundary Line Adjustment as approved by both Seller and Purchaser.

4. Purchase Price. The total purchase price is One Million Nine Hundred Ten Thousand Dollars (\$1,910,000).

5. Payment of Purchase Price. The purchase price shall be paid as follows:

At closing, Purchaser shall pay Seller in cash the entire purchase price, of which the earnest money received herein is a part.

6. Earnest Money. Purchaser hereby deposits, and receipt is hereby acknowledged, of Fifty Thousand Dollars (\$50,000), in the form of cash paid or delivered to Closing Agent as earnest money in part payment of the purchase price for the aforescribed property.

7. Condition of Title. Title is to be free of all encumbrances or defects except:

- a. Rights reserved in federal patents or state deeds.
- b. Building or use restrictions general to the area.
- c. Existing easements not inconsistent with Purchaser's intended use.



- d. Building or zoning regulations or provisions.
8. Title Insurance. Seller authorizes closing agent, at Seller's expense, to apply for a standard form owner's policy of title insurance to be issued by First American Title Services, Inc. The title policy shall contain no exceptions other than those contained in said standard form and those not inconsistent with this Agreement. If title is not so insurable and cannot be made so insurable prior to closing, Purchaser may elect either to waive such encumbrances or defects, or to terminate this Agreement and receive a refund of the earnest money.
9. Conveyance. Seller shall convey title to Purchaser by Statutory Warranty Deed free of encumbrances and defects except those included in this Agreement or otherwise acceptable to Purchaser. Purchaser shall transfer all ownership interests in the Private Road (depicted as Parcel D on Exhibit A) by Quit Claim Deed.
10. Closing Agent. This sale shall be closed at the office of First American Title Services, Inc. ("closing agent").
11. Time for Closing - Responsibilities of Parties. This sale shall be closed within the later of ninety (90) days from the date of mutual acceptance of this Agreement, or when federal funds are available to Purchaser for purchase of the southern parcel known as Parcel C. The Purchaser and Seller shall deposit with the closing agent all instruments, documents, and monies necessary to complete the sale in accordance with this Agreement.
12. Definition of Closing. "Closing" means the date on which all documents are recorded and the sale proceeds are available for disbursement to Seller.
13. Proration. Taxes for the current year, irrigation charges, water and other utility charges constituting liens shall be prorated as of the date of closing.
14. Closing Costs.
- a. Seller. Seller shall pay the following escrow and closing costs: Real estate excise tax, one-half escrow closing fee, title insurance premium, and fee for preparation of Deed and Tax Affidavit.
- b. Purchaser. Purchaser shall pay the following escrow and closing costs: One-half escrow closing fee, and recording fee for Deed.
15. Possession. Seller shall deliver possession to Purchaser on closing subject to a leaseback to Seller for a period not to exceed twenty-four (24) months from date of closing.
16. Condition of Property. Purchaser acknowledges that it has inspected the property. Purchaser accepts the property "AS IS" in its current condition and acknowledges that it is not relying upon any representation or warranty concerning the condition of the property made by Seller or Seller's agents, employees or representatives. PURCHASER ACKNOWLEDGES IT IS FAMILIAR WITH THE PROPERTY, AND HAS INVESTIGATED SAME. PURCHASER



TO SELLER: Northwest Wholesale, Inc  
Attn: Ken Knappert, General Manager  
1567 North Wenatchee Avenue  
Wenatchee, WA 98801

WITH COPY TO  
PURCHASER'S  
ATTORNEY: Steve D. Smith  
Johnson, Gaukroger, Smith & Marchant, P.S.  
139 South Worthen St., Suite 200  
Wenatchee, Washington 98801

WITH COPY TO  
SELLER'S  
ATTORNEY: Thomas F. O'Connell  
Davis Arneil Law Firm, LLP  
617 Washington Street  
Wenatchee, Washington 98801

23. Waiver. No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or be construed so as to at any future time estop such party from exercising its rights or remedies.

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

25. Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of each of the parties.

26. Assignment. This Agreement shall not be assigned by either party without the advance written consent of the other party.

27. FIRPTA Compliance. This sale may be subject to the withholding and reporting requirements of the Foreign Investment In Real Property Tax Act (FIRPTA), unless Seller furnishes to Purchaser an Affidavit of Non-foreign Status. Seller and Purchaser agree to comply with FIRPTA, if applicable.

28. Time for Acceptance. Seller shall have until 9:00 p.m. on \_\_\_\_\_, 2017, to accept this offer, unless sooner withdrawn. Acceptance by Seller shall not be effective until a signed copy hereof is actually received by Purchaser. If this offer is not so accepted, it shall lapse and the earnest money shall be refunded to Purchaser.

29. Attorney's Fees. If any suit or proceeding is instituted by the Seller or the Purchaser, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, the prevailing party shall be entitled to an award of its' reasonable attorneys fees and costs.

30. Representation. Steve D. Smith of Johnson, Gaukroger, Smith & Marchant, P.S., represents Purchaser. Thomas F. O'Connell of Davis Arneil Law Firm, LLP, represents Seller.

31. Counterparts/Facsimile. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties.

The facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

32. Survival. All terms of this Agreement, which are not satisfied or waived prior to closing, shall survive closing. These terms shall include, but not be limited to, representations and warranties, attorneys fees and costs, disclaimers, repairs, rents and utilities, etc.

33. Investigation and Feasibility Study Contingency. Purchaser shall have the right to enter the property and to conduct an investigation and a feasibility study of the suitability of the property for Purchaser's intended use including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, and other land use and environmental restrictions, and availability, adequacy, and cost of utilities. Soil investigations may include test pits and/or drilling. Purchaser shall have the right to conduct soil and water tests, including test pits or drilling, during the feasibility study period, subject to its obligation to restore the premises.

This Agreement is conditioned upon the suitability of the property for Purchaser's intended use, in Purchaser's sole judgment and discretion. This contingency shall conclusively be deemed satisfied unless within 45 days after mutual acceptance of this Agreement) Purchaser gives notice of disapproval, in which event this Agreement shall terminate, Purchaser shall restore the property to its original condition (if changed in the course of the above investigation), Purchaser shall deliver to Seller copies of all results and products of the investigation and feasibility study, and the earnest money shall be refunded to Purchaser.

Each party acknowledges that a Phase I environmental assessment has been previously conducted by Purchaser on the property and that each party has received a copy of the report.

34. Hazardous Materials.

34.1 No Waiver of Liability. Seller has not released or waived and will not release or waive the liability of any previous owner, lessee or operator of the Real Property or any party who may be potentially responsible for the presence or removal of Hazardous Material on or about the Real Property. Seller has made no promises of indemnification regarding Hazardous Material to any party.

34.2 Insurance policy information. Seller shall conduct a reasonable search of its' prior insurance policies covering the property during its' entire term of ownership and provide Purchaser with all information related thereto prior to closing.

35. Contingencies.

35.1 Simultaneous Closing with Michelson Packaging. Each party's obligations hereunder are contingent on a prior or simultaneous closing of the sale of Parcel A (as described in a Real Estate Purchase and Sale Agreement between Seller and Purchaser of even date herewith) by Purchaser to Michelson Packaging on terms acceptable to the City of Wenatchee.

35.2 Michelson's Release of Right of First Refusal. Each party's obligations hereunder are contingent on Michelson Packaging releasing its Right of First Refusal contained within the lease between Michelson's Packaging and Northwest Wholesale, Inc. at or prior to closing.

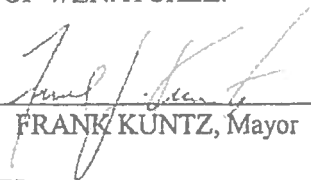
35.3 Boundary Line Adjustment. Each party's obligations hereunder are contingent upon a mutually satisfactory boundary line adjustment being recorded with the Chelan County Auditor prior to closing. The cost of survey shall be paid by Purchaser. The cost of preparing and filing the Boundary Line Adjustment shall be paid by Seller.

35.4 Lease. Each party's obligations hereunder are contingent on the parties entering into a commercial lease for the Property in the form attached hereto as Exhibit "B". The lease shall include Parcel C shown on the attached Exhibit "C".

35.5 Parcel C. Each party's obligations hereunder are contingent on a simultaneous closing of the sale of the southern parcel or Parcel C shown on the attached Exhibit "C".

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

PURCHASER:  
CITY OF WENATCHEE:

By   
FRANK KUNTZ, Mayor

SELLER:  
NORTHWEST WHOLESALE, INC.

By   
KEN KNAPPERT,  
General Manager


By   
NORTHWEST WHOLESALE, INC.  
Its General Manager

Exhibit A – Parcel Description and Map

Parcel B – After Adjustment (NW Wholesale Warehouse):

Lot 1, Northwest Addition to Wenatchee, Chelan County, Washington, according to the plat thereof recorded in Volume 5 of Plats, page 17;

EXCEPT that portion lying within the 20-foot private road adjoining said premises on the West and lying northerly of the South line of Lot 4, extended northeasterly, as delineated on said plat;

AND EXCEPT that portion of the northeast quarter of the northeast quarter of Section 33, Township 23 North, Range 20 East of the Willamette Meridian, said County, and that portion of Lot 13, said Northwest Addition, lying northeasterly and northwesterly of a line being more particularly described as follows:

Commencing at the TRUE POINT OF BEGINNING for said line, said point being the southerly corner of Parcel A set forth and defined by Record of Survey recorded October 6, 2016, under Auditor's File Number 2445430, records of said County; thence South 29°20'10" East 133.75 feet; thence North 58° 16'00" East 230.07 feet, more or less, to a point on the southwesterly right of way of the Burlington Northern Railroad (previously Great Northern Railway) and the TERMINUS for said line.



Exhibit B- Commercial Lease

LEASE

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Wenatchee, a municipal corporation of the State of Washington, hereinafter referred to as Landlord, and Northwest Wholesale, Inc., a Washington corporation, hereinafter referred to as Tenant,

WITNESSETH:

1. Premises. Landlord hereby leases to Tenant, upon the terms and conditions herein set forth, the real property located at 1645 N. Wenatchee Avenue, Chelan County, Washington, and situated on a portion of the following described premises:

See Exhibit "A" attached hereto.

\*The legal description of the Lease shall be amended to include Parcel C as shown on Exhibit "C" attached to the Real Estate Purchase and Sale Agreement.

2. Term. This Lease shall be for a month to month term not to exceed twenty-four (24) months commencing \_\_\_\_\_, 2017.

3. Rental. Commencing on the first day of the thirteenth (13<sup>th</sup>) month from the commencement date hereof, Tenant agrees to pay Landlord, at Landlord's address set forth in Section 22 hereof, or at such other place as Landlord may designate in writing, rental in the amount of Eleven Thousand Dollars (\$11,000) per month, payable in advance on the first day of each and every month.

In the event, during the original term or any extension hereof, any installment of rent is not paid within five (5) days after it becomes due, a late fee of five percent (5%) of monthly rental shall be charged.

Rent shall be deemed paid when received by Landlord.

4. Security Deposit. Tenant has paid Zero Dollars (\$0.00) as a security deposit.



5. Use. The premises may be used by Tenant for the sole purpose of its' administrative offices and warehouse facility. Tenant covenants that it will not allow said premises to be used for any illegal or immoral purpose, and that it will not do or suffer to be done, in or about said premises, any act or thing which may be a nuisance, annoyance, inconvenience, or damage to Landlord, the occupants of adjoining property or the neighborhood.

6. Acceptance of Premises. Taking of possession of the premises by the Tenant shall constitute acknowledgment by Tenant that the premises and the equipment thereon, except as provided otherwise herein, were in good and tenable condition and working order.

7. Alterations. Tenant shall make no changes, improvements or alterations to the premises without the prior consent of Landlord. All such changes, improvements and alterations, if any, made by Tenant shall remain on the premises and shall become the property of Landlord upon the expiration or sooner termination of this Lease, unless Landlord requests their removal. In the event Landlord notifies Tenant to remove any or all of the changes, alterations or improvements made by Tenant, Tenant shall do so and shall promptly repair any damage caused by such removal.

8. Maintenance by Landlord. Landlord shall not be obligated to maintain any of the interior or exterior components of the building or grounds. Landlord shall not be obligated to repair or replace any fixtures or equipment installed by Tenant and Landlord shall not be obligated to make any repair or replacement occasioned by act or omission of Tenant, its employees, agents, invitees or licensees.

9. Maintenance and Repairs by Tenant. Tenant shall keep the premises in a neat, clean and sanitary condition. Tenant, at its own expense, shall maintain the premises and all items therein, including items installed by Tenant, in good condition and repair. Tenant shall maintain in good condition and repair the plumbing and electrical systems. Tenant shall keep the sidewalks adjacent to the demised premises at all times in good, neat, clean, safe and sanitary condition and repair, free from snow, waste or nuisance thereon. In the event of any damage or injury to the glass in the demised premises, including exterior windows, Tenant shall cause the damage or injury to be repaired as speedily as possible at its own cost and expense.

10. Utilities and Other Services. Tenant shall pay for all water, heat, garbage, and sewer charges for the leased premises. Tenant shall, at Tenant's expense, provide for and pay for all other services to the premises required by Tenant.

11. Signs. Tenant shall not erect or maintain any signs or other obstructions upon said premises except as now exist without the written consent of Landlord.

12. Leasehold Excise Tax / Personal Property Tax. Tenant shall pay any and all leasehold excise tax due the State of Washington on the rental value of the premises. Tenant shall pay, before the same become delinquent, all taxes assessed against the furniture, fixtures, equipment and other property, including inventory, which is owned by the Tenant located on the premises.

13. Liability Insurance. Tenant shall, at Tenant's expense, maintain comprehensive liability and property damage insurance insuring against any and all claims for injury to or death of persons and loss of or damage to property occurring upon, in or about the premises. Such insurance shall have liability limits of not less than One Million Dollars (\$1,000,000) in respect of injury or death to any one person, not less than One Million Dollars (\$1,000,000) in respect of any one occurrence or accident, and not less than Five Hundred Thousand Dollars (\$500,000) for property damage with a maximum deductible amount of Fifty Thousand Dollars (\$50,000).

All such insurance shall be issued by carriers acceptable to Landlord and shall contain a provision whereby the carrier agrees not to cancel or modify the insurance without twenty (20) days prior written notice to Landlord.

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

14. Tenant's Fire Insurance. Tenant shall, at Tenant's expense, maintain on all of Tenant's personal property and leasehold improvements and alterations on the premises a policy of standard fire insurance, with extended coverage, in the amount of their replacement value. Such insurance shall name Landlord and Tenant as co-insureds. All proceeds of any such insurance shall be applied to the restoration of fixtures, improvements and alterations. Any proceeds of such insurance remaining after such restoration shall belong to Tenant.

15. Assignment and Subletting. Neither this Lease nor any right hereunder may be assigned, transferred, encumbered, or sublet, in whole or in part, by Tenant, by operation of law or otherwise, without Landlord's prior written consent. Landlord shall have the right to withhold its' consent for any reason.

16. Inspection. Landlord shall have the right of reasonable inspection of the leased premises at all reasonable times and for said purpose shall have free access thereto.

17. Damage or Destruction. If the leased premises are damaged or destroyed by fire or any cause other than act or omission of Tenant, its employees, agents, invitees or licensees, Landlord shall have no responsibility to restore the leased premises.

If Landlord undertakes to restore the premises as provided above in this Section, then commencing with the date of the damage or destruction and continuing through the period of restoration, the rent for the premises shall be abated for such period in the same proportion as the untenable portion of the premises bears to the whole thereof, except that there shall be no abatement to the extent that any such damage or destruction is caused by any act or omission of Tenant, its employees, agents, invitees or licensees.

18. Default; Remedies. The occurrence of any of the following events shall be deemed a breach of this Lease, namely: if Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition under any bankruptcy act or any other law for the relief of debtors; or

if an involuntary petition is filed against Tenant under any such law and is not dismissed within sixty (60) days after filing; or if a receiver be appointed for the property of Tenant and is not discharged or removed within sixty (60) days; or if any department of any government or any officer thereof shall take possession of the business or property of Tenant; or if the Tenant is adjudicated a bankrupt. Upon any such occurrence Landlord, at its option, may terminate this Lease by notice to Tenant and upon such termination Tenant shall quit and surrender the premises to Landlord, but Tenant shall remain liable as hereinafter provided.

IF TENANT SHALL DEFAULT IN PERFORMANCE OF ANY OF TENANT'S OBLIGATIONS UNDER THIS LEASE OR SHALL VIOLATE ANY TERM OR PROVISION OF THIS LEASE, OR IF THE PREMISES SHALL BE LEFT VACANT OR UNOCCUPIED FOR A PERIOD OF TEN (10) DAYS, LANDLORD MAY, UPON GIVING TENANT ANY NOTICE REQUIRED BY LAW, TERMINATE THIS LEASE AND UPON SUCH TERMINATION TENANT SHALL QUIT AND SURRENDER THE PREMISES TO LANDLORD, BUT THE TENANT SHALL REMAIN LIABLE AS HEREINAFTER PROVIDED.

If this Lease shall be terminated as herein provided, Landlord may immediately or at any time thereafter re-enter the premises and remove any and all persons and property therefrom; by any suitable proceeding, law or otherwise, without liability therefor, and re-enter the premises, without such re-entry diminishing Tenant's obligation to pay rental for the full term hereof, and Tenant agrees to pay Landlord any deficiency arising from re-entry and reletting of the premises at a lesser rental than provided herein.

Landlord shall apply the proceeds of any reletting first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of the premises, and removing persons and property therefrom, and in putting the same into good order or condition or preparing or altering the same for reletting, and all other expenses incurred by Landlord for reletting the premises; and then to Tenant's obligation to pay rental. Any such reletting may be for the remainder of the term of this Lease or for a longer or shorter period. In any case and whether or not the premises or any part thereof be relet, Tenant shall pay to Landlord the rent and all other charges required to be paid by Tenant up to the time of such termination of the Lease, and, thereafter, Tenant agrees to pay the equivalent of the amount of all rent reserved herein and all other charges required to be paid by Tenant, less the net proceeds of reletting, if any, and the same shall be due and payable by Tenant monthly as the amount thereof is ascertained by Landlord, and Landlord may bring an action therefor as such monthly deficiencies arise. In any of the circumstances hereinabove mentioned, Landlord shall have the option, instead of holding Tenant liable for the amount of all the rent and all other charges required to be paid by Tenant less the net proceeds of reletting if any, forthwith to recover from Tenant an aggregate sum representing, at the time of such termination of this Lease, the then present worth of the excess, if any, of the aggregate of the rent and all other charges payable by the Tenant hereunder that would have accrued until the end of the Lease term over the aggregate rental value of the premises during such term.

19. Liens. Tenant shall not suffer or permit any lien to be filed against the premises, any building thereof, or any part thereof or the Tenant's leasehold interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the premises or any part

thereof under Tenant. If any such lien is filed against the premises or any improvement thereon or Tenant's leasehold interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same.

20. Indemnity by Tenant. Tenant agrees that Landlord shall not be liable for any claims for death of or injury to person or damages to or destruction of property sustained by Tenant, its sublessees, licensees, invitees, or by any other person in the premises, including without limiting the generality of the foregoing, any claims caused by or arising from the condition or maintenance of any part of the premises unless such damage is caused by the sole negligence of Landlord. Tenant hereby waives all claims therefor and agrees to indemnify and save Landlord harmless against any such claim, loss, damage or liability or any expense incurred by Landlord in connection therewith.

21. Notices. All notices, demands and requests to be given by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be sent by United States registered or certified mail, postage prepaid, addressed to Tenant at \_\_\_\_\_, Wenatchee, WA 98801, or at such other place as Tenant may from time to time designate by notice to Landlord. All notices, demands and requests by Tenant to the Landlord shall be sent by United States registered or certified mail, postage prepaid, addressed to Landlord at 126 South Chelan, Wenatchee, WA 98801, or at such other place as Landlord may from time to time designate by notice to Tenant. Notice, demands, and requests served upon Landlord or Tenant as provided in this Section in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand, or request shall be so mailed in any post office in Wenatchee, Washington.

22. Performance of Covenants. If Tenant shall fail to make any payment or perform any of the Tenant's obligations under this Lease, Landlord may, without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant under this Lease, make such payment or perform such obligation in such manner and to such extent as Landlord deems desirable. All sums so paid by Landlord and all necessary costs and expenses in connection with the performance of any such obligation by Landlord, together with interest thereon at the rate of twelve percent (12%) per annum, compounded monthly, from the date of the making of such expenditure by Landlord, shall be deemed additional rent hereunder and shall be payable to Landlord on demand.

23. Surrender of Premises. Tenant, at the expiration or sooner termination of this Lease, shall quit and surrender the premises in good, neat, clean and sanitary condition, except for reasonable wear and tear and damage not caused by any act or omission by Tenant, its employees, agents, invitees or licensees.

24. Holdover. If Tenant lawfully holds over after the expiration of the term of this Lease, such tenancy shall be a month-to-month tenancy. During such tenancy Tenant agrees to pay Landlord the same rate of rental as provided herein, and to be bound by all of the terms, covenants and conditions herein specified.

25. Force Majeure. Landlord's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond the control and without fault or negligence of Landlord,

including but not restricted to acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

26. Light, Air and View. Landlord does not guarantee the continued present status of light, air or view over any premises adjoining or in the vicinity of the premises.

27. Miscellaneous.

(a) Non-waiver. No failure of Landlord to insist upon the strict performance of any provision of this Lease shall be construed as depriving Landlord of the right to insist on strict performance of such provision or any other provision in the future. No waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. No acceptance of rent or of any other payment by Landlord from Tenant after any default by Tenant shall constitute a waiver of any such default or any other default. Consent by Landlord in any one instance shall not dispense with necessity of consent by Landlord in any other instance.

(b) Attorneys' Fees. If an action be commenced to enforce any of the provisions of this Lease, the prevailing party shall, in addition to its other remedies, be entitled to recover its reasonable attorneys' fees.

(c) Captions and Construction. The captions in this Lease are for the convenience of the reader and are not to be considered in the interpretation of its terms.

(d) Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced as written to the fullest extent permitted by law.

(e) Governing Law. This Lease shall be governed by the law of the State of Washington.

(f) Estoppel Certificates. Landlord and Tenant agree from time to time promptly to execute, acknowledge and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), whether any party is in default or breach of this Lease, and the dates to which the basic rent and other charges have been paid in advance, if any.

(g) Entire Agreement. This document contains the entire and integrated agreement of the parties and may not be modified except in writing signed and acknowledged by both parties.

(h) Remedies Cumulative. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violations, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

(i) Time. Time is of the essence to this Lease.

(j) Binding Effect. Subject to the provisions of Section 15 hereof, this Lease shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.

28. Memorandum of Lease. Unless both parties consent thereto in writing, this Lease shall not be placed of record. Landlord and Tenant agree to execute and place of record a Memorandum of Lease evidencing the commencement date and expiration date of this Lease if either party requests it.

IN WITNESS WHEREOF, the parties hereto have executed this Lease at Wenatchee, Washington, the day and year first above written.

LANDLORD:

CITY OF WENATCHEE

By

  
FRANK KUNTZ, Mayor

TENANT:

NORTHWEST WHOLESALE, INC.

By

  
KEN KNAPPERT,  
General Manager



Exhibit A – Legal Description

Parcel B – After Adjustment (NW Wholesale Warehouse):

Lot 1, Northwest Addition to Wenatchee, Chelan County, Washington, according to the plat thereof recorded in Volume 5 of Plats, page 17;

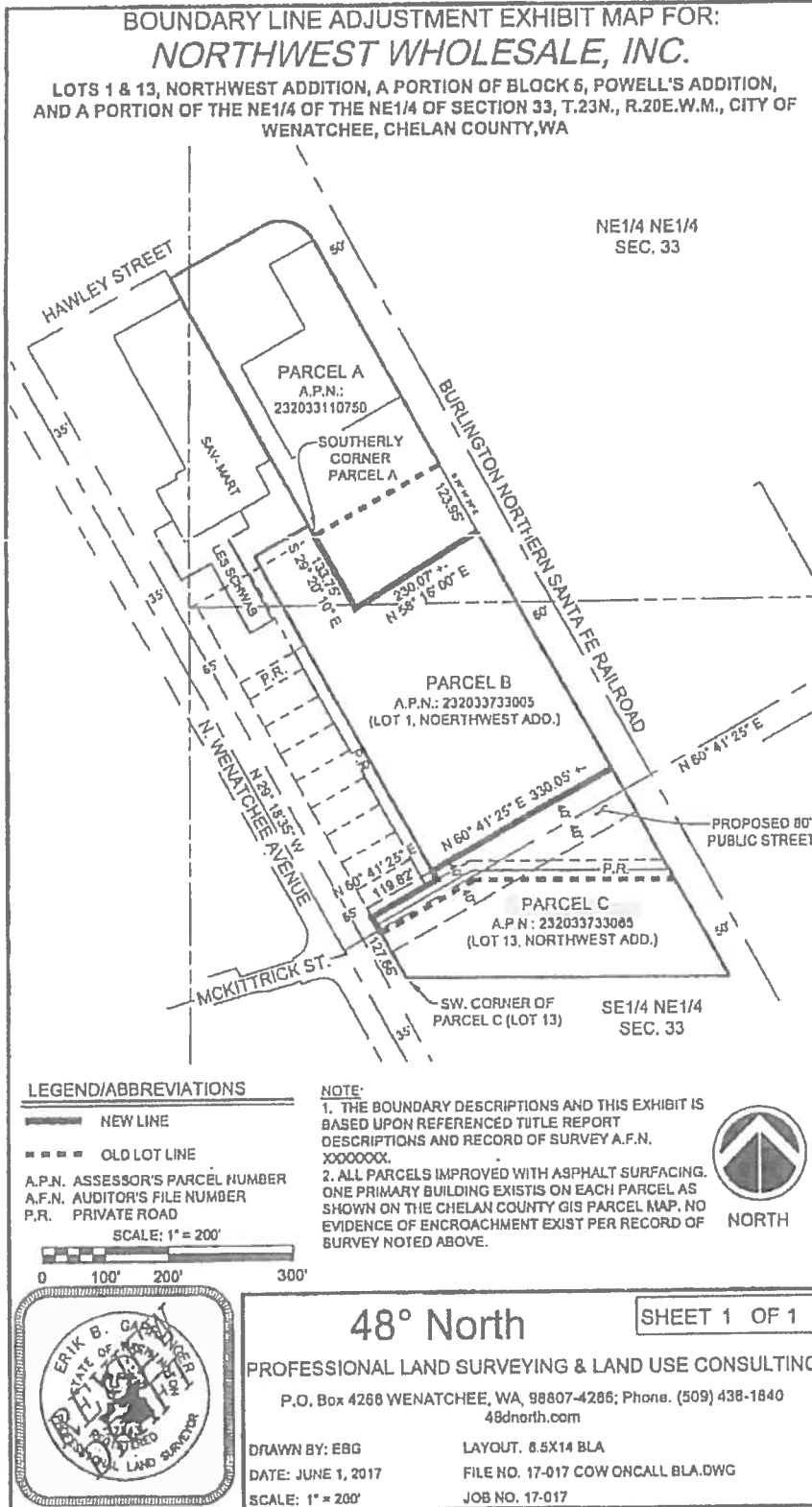
EXCEPT that portion lying within the 20-foot private road adjoining said premises on the West and lying northerly of the South line of Lot 4, extended northeasterly, as delineated on said plat;

AND EXCEPT that portion of the northeast quarter of the northeast quarter of Section 33, Township 23 North, Range 20 East of the Willamette Meridian, said County, and that portion of Lot 13, said Northwest Addition, lying northeasterly and northwesterly of a line being more particularly described as follows:

Commencing at the TRUE POINT OF BEGINNING for said line, said point being the southerly corner of Parcel A set forth and defined by Record of Survey recorded October 6, 2016, under Auditor's File Number 2445430, records of said County; thence South 29°20'10" East 133.75 feet; thence North 58° 16'00" East 230.07 feet, more or less, to a point on the southwesterly right of way of the Burlington Northern Railroad (previously Great Northern Railway) and the TERMINUS for said line.



EXHIBIT "C"





**III. FISCAL IMPACT**

None

**IV. PROPOSED PROJECT SCHEDULE**

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

- March 21, 2018 – Planning Commission public hearing
- April 12, 2018 – City Council public hearing to consider the Planning Commission recommendation.

**V. REFERENCE(S)**

Ordinance 2018-07

## **ORDINANCE NO. 2018-07**

**AN ORDINANCE**, extending for an additional six (6) months the moratorium within the City of Wenatchee on the establishment, siting, location, permitting, or licensing of outdoor sales or rentals, or storage of merchandise, inventory or equipment in the North Wenatchee Business District until September 8, 2018.

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

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

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

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

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

**WHEREAS**, land uses that include outdoor sales or rentals, or storage of merchandise, inventory or equipment may not be consistent with the envisioned mixture of residential and office uses in the Olds Station area identified as a Zone of Change; and

**WHEREAS**, the North Wenatchee Business District in the Olds Station area allows commercial and industrial uses which include outdoor sales or storage of merchandise or equipment as identified in the selection of uses from the District Use Chart in Section 10.10 WCC shown below:

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

and

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

**WHEREAS**, RCW 36.70A.390 authorizes the City Council to extend a moratorium for a period of up to an additional six (6) months if it holds a public hearing on the proposal; and

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

**WHEREAS**, the City Council enacted Ordinance No. 2017-20 on September 14, 2017, imposing a six (6) month moratorium on the establishment, siting, location, permitting, and licensing of microcell, minor facilities, and/or small cell facilities as defined by RCW 80.36.375 in the public right of ways; and

**WHEREAS**, City staff and the planning commission need additional time to complete the study and preparation of a recommendation regarding the land use impacts of outdoor sales or rentals, or storage of merchandise, inventory or equipment in the North Wenatchee Business District, and any desired development standards to appropriately handle those impacts; and

**WHEREAS**, the City Council held a public hearing, upon notice, at the regular City Council meeting of March 8, 2018, at 5:15 p.m. in order to take public testimony and to consider adopting further findings.

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

**SECTION I**  
**Findings**

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

**SECTION II**  
**Extension of Moratorium**

Pursuant to Washington State law, the City's previously enacted six (6) month moratorium adopted on September 14, 2017, by Ordinance 2017-20, shall be and hereby is extended to September 8, 2018. Said moratorium prohibits within the North Wenatchee Business District of the City of Wenatchee in the Olds Station area the establishment, siting, location, permitting, and licensing of outdoor sales or rentals, or storage of merchandise, inventory or equipment.

**SECTION III**  
**Effective Period for Moratorium**

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

**SECTION IV**  
**Severability**

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation should be held to be invalid or

unconstitutional for any reason by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance or its application to any other person or situation.

**SECTION VII**  
**Effective Date**

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

**PASSED BY THE CITY COUNCIL OF THE CITY WENATCHEE,**

at a regular meeting thereof, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF WENATCHEE,**  
a Municipal Corporation

By: \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY L. STANGER, City Clerk

APPROVED:

By: \_\_\_\_\_  
STEVE D. SMITH, City Attorney