



WENATCHEE CITY COUNCIL

Thursday, April 12, 2018

Wenatchee City Hall
129 South Chelan Avenue
Wenatchee, WA 98801

AGENDA

4:45 p.m. Executive Session

Executive session to consider the selection or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price (RCW 42.30.110(1)(b)); to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price (RCW 42.30.110(1)(c)); and to discuss with legal counsel representing the agency litigation or potential litigation to which the agency is likely to become a party, when public knowledge regarding such discussion is likely to result in an adverse legal or financial consequence of the agency (RCW 42.30.110(1)(i)).

5:15 p.m. Regular Meeting

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

2. Consent Items:

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

Vouchers:

Claim checks #185488 through #185564 in the amount of \$463,470.84 for March 22, 2018

Claim checks #185555 through #185593 in the amount of \$220,111.96 for March 29, 2018

Payroll distribution (retirees) in the amount of \$12,194.71 for March 30, 2018

Claim checks #185594 through #185605 in the amount of \$8,188.77 for March 30, 2018

Benefits/deductions in the amount of \$883,757.66 for March 30, 2018

Claim checks #185622 through #185642 in the amount of \$123,016.30 for April 4, 2018

Wires #1435 and #1436 in the amount of \$36,921.88 for April 5, 2018

Payroll distribution in the amount of \$390,484.68 for April 5, 2018

Payroll distribution (special) in the amount of \$3,015.76 for April 5, 2018

- Motion for approval of the License Agreement with VFW Post 3617 of Washington, for use of the trademark "Apple Capital of the World."

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

3. Citizen Requests/Comments.

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

4. Presentations.

- YWCA Stand Against Racism Proclamation
- Arbor Day Proclamation
- Child Abuse Prevention Month Proclamation
- Barbara Tilly Recognition

5. Action Items.

- A. Memorandum of Understanding for Day Drive Trailhead
Presented by Parks, Recreation and Cultural Services Director David Erickson

Motion for City Council to approve the Memorandum of Understanding for the Day Drive trailhead with the Chelan-Douglas Land Trust and Tyler Gundersen.

- B. Interlocal Agreement for Development of Public Parking
Presented by Parks, Recreation and Cultural Services Director David Erickson

Motion for City Council to approve the Interlocal Agreement for development of public parking with the Chelan County PUD.

- C. Update of Chapter 8.64 Relating to Parades and Other Street Uses
Presented by Executive Services Director Allison Williams

Motion for City Council to approve Ordinance No. 2018-08, amending Chapter 8.64 of the Wenatchee City Code relating to parades and other street uses.

- D. Lease Amendment #1 – American Behavioral Health Systems for Parkside
Presented by Executive Services Director Allison Williams

Motion for City Council to authorize the Mayor to sign Lease Amendment #1 with American Behavioral Health Solutions, Inc., for Parkside.

- E. Code Enforcement Board Appointments – Cameron de Mestre and Laura Drew
Presented by Building & Fire Code Official Cliff Burdick

Motion for City Council to approve Resolution No. 2018-17, appointing members to the Wenatchee Code Enforcement Board for two (2) year terms (Cameron de Mestre and Laura Drew).

- F. Amendment to WCC 6B.06.155 and WCC 6B.06.150(2)(c) for Back-In Angle Parking
Presented by Economic Development Director Steve King and City Engineer Gary Owen

Motion for City Council to approve Ordinance No. 2018-09, amending Wenatchee City Code (WCC) 6B.06.155 to authorize angle parking on a portion of South Methow Street, Kittitas Street, and Yakima Street in the City of Wenatchee, and amending WCC 6B.06.150(2)(c) to allow back-in angle parking if authorized by appropriate signage.

- G. SR 295 North Wenatchee Avenue Improvements Pre-Design - City Project No. 1720:
Special Transportation Planning Study Agreement
Presented by Public Works Director Matt Leonard and City Engineer Gary Owen

Motion for City Council to approve the special transportation planning study agreement with the WSDOT (GCB 2947), and authorize the Mayor to sign the agreements on behalf of the city.

- H. North Miller Street Storm Drainage Line Replacement Project - Contract for Design Services
Presented by Public Works Director Matt Leonard and Utilities Manager Rob Jammerman

Motion for City Council to authorize the Mayor to negotiate with a design consultant for design services for the North Miller Street storm drainage line replacement project, and further authorize the Mayor to sign a contract on behalf of the City.

6. Reports.

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

7. Announcements.

8. Adjournment.



DRAFT

WENATCHEE CITY COUNCIL MEETING

Thursday, March 22, 2018

Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

MINUTES

In attendance:

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

Staff in attendance:

Executive Services Director Allison Williams
City Attorney Steve Smith
City Clerk Tammy Stanger
IS Support Tim McCord
Assistant City Attorney Danielle Marchant
Engineering Services Manager Jacob Huylar
Environmental Manager Jessica Shaw
Community Development Director Glen DeVries
Public Works Director Matt Leonard
Economic Development Director Steve King
Planning Manager Stephen Neuenschwander
Associate Planner Matt Parsons
Utilities Manager Rob Jammerman
Police Chief Steve Crown
Deputy Clerk/PIO Annagrisel Alvarez
Finance Director Brad Posenjak

Mayor Frank J. Kuntz called the meeting to order at 4:45 p.m. for the purpose of meeting in executive session. The excused absence of Councilmember Keith Huffaker was noted.

4:45 p.m. Executive Session

Executive session to consider the selection or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price. RCW 42.30.110(1)(b).

Motion by Councilmember Mark Kulaas to convene Executive session for a time period not to exceed 30 minutes, with legal counsel present, to consider the selection or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price. RCW 42.30.110(1)(b). Motion seconded by Councilmember Jim Bailey. Motion carried (6-0).

Council adjourned from executive session at 5:08 p.m.

5:15 p.m. Regular Meeting

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

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

2. Consent Items:

- *Motion to approve agenda, vouchers, and minutes from previous meetings.*
- *Motion for City Council to authorize the Mayor to enter into an amended CHG agreement with the Washington State Commerce Department and an amended sub grant agreement with the Community Action Council to allow for a HEN funding increase of \$30,500.*
- *Motion for City Council to authorize the Mayor to enter into an amended CHG agreement with the Washington State Commerce Department and an amended sub grant agreement with the Women's Resource Center to allow a funding transfer between existing Landlord Liaison grant budget line items.*

Motion by Councilmember Mark Kulaas to approve agenda, vouchers, and minutes from previous meetings; for City Council to authorize the Mayor to enter into an amended CHG agreement with the Washington State Commerce Department and an amended sub grant agreement with the Community Action Council to allow for a HEN funding increase of \$30,500; and for City Council to authorize the Mayor to enter into an amended CHG agreement with the Washington State Commerce Department and an amended sub grant agreement with the Women's Resource Center to allow a funding transfer between existing Landlord Liaison grant budget line items. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

3. Citizen Requests/Comments.

Bryan Campbell, 1837 Jefferson Street, Wenatchee, a member of the United Neighborhood Association, spoke about the Electoral Process Committee's work and districting, and read a letter into the record, opposed to districts saying the city is already well represented.

George Turner, 933 North Western Avenue, Wenatchee, on behalf of NCW Vets Serving Vets, presented the Mayor with his very own street sign designed by George. George said that they have purchased the old city street signs and are refurbishing them for sale, with all proceeds going to the veterans group to assist veterans in the community.

4. Presentations.

- Proclamation for the 33rd Annual Good Scout Award Honorees read by Councilmember Mike Poirier.

- Proclamation for National Crime Victims Week read by Councilmember Jim Bailey. The Mayor presented the proclamation to Renee Hunter. He also announced that the Director for SAGE, Jessica Johnson, is a recipient of the Victims' Rights Caucus Award of the Year, presented by Congressman Dave Reichert's office. He thanked Renee Hunter for her good work and for the work of SAGE in assisting crime victims.

5. Action Items.

A. Public Records Policy

Assistant City Attorney Danielle Marchant presented the staff report.

Motion by Councilmember Mark Kulaas to approve Resolution No. 2018-15, adopting a policy for the processing of public records requests. Councilmember Ruth Esparza seconded the motion. Motion carried (6-0).

B. McKittrick Street Rebuild – Wenatchee Avenue to Pine Street, Project #1501

Engineering Services Manager Jacob Huylar presented the staff report.

Motion by Councilmember Linda Herald for City Council to award the contract for the construction of the McKittrick Street Rebuild, Project #1501, to Hurst Construction, LLC, in the amount of \$866,415.65 and authorize the Mayor to approve the construction contract. Councilmember Jim Bailey seconded the motion. Motion carried (6-0).

C. Red Apple Road Preservation Project #1607

Engineering Services Manager Jacob Huylar presented the staff report.

Motion by Councilmember Jim Bailey for City Council to award the contract for the construction of Red Apple Road Preservation, Project 1607, to Pipkin Construction, in the amount of \$1,496,687.01 and authorize the Mayor to approve the construction contract. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

D. Coleman Oil Temporary Discharge Agreement

Environmental Manager Jessica Shaw presented the staff report. Council asked questions.

Motion by Councilmember Ruth Esparza for City Council to authorize the Mayor's signature on the Agreement for Temporary Discharge of Treated Groundwater to the City of Wenatchee Publicly Owned Treatment Works. Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).

E. Contract Authorization – Makers Architecture and Urban Design, LLP

Community Development Director Glen DeVries presented the staff report. Council asked questions and commented.

Motion by Councilmember Mark Kulaas for City Council to authorize the Mayor to enter into a contract with Makers Architecture and Urban Design, LLP, in the amount of \$141,100.00 for the development of design, development and procedural standards to facilitate a greater diversity of housing types. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

F. Regional Water Redundancy Study Project No. 1302 – Supplement #3

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

Motion by Councilmember Mike Poirier for City Council to authorize the Mayor to sign Supplement #3 with RH2 for the Regional Water Redundancy Study Project No. 1302. Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).

G. Opportunity Zone Application

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

Motion by Councilmember Ruth Esparza for City Council to authorize the Mayor and staff to make application for opportunity zone designations. Councilmember Jim Bailey seconded the motion. Motion carried (6-0).

6. Public Hearings.

The Mayor explained the public hearing process.

H. Findings and Work Plan for Interim Control on Cryptocurrency Mining

Associate Planner Matt Parsons and Planning Manager Stephen Neuenschwander presented the staff report.

There were no questions or discussion from Council.

The Mayor asked for public comment:

Mark Seman, 1111 Okanogan Avenue, Wenatchee, thanked staff for their proactive efforts, and provided some suggestions for land use as it relates to cryptocurrency.

Motion by Councilmember Mark Kulaas to adopt the findings and work plan as incorporated in Resolution No. 2018-13, continuing the interim official control on Cryptocurrency Mining operations in the City of Wenatchee as adopted under Ordinance No. 2018-04. Motion seconded by Lyle Markhart. Motion carried (6-0).

I. Update to the City of Wenatchee Capital Facilities Plan

Planning Manager Stephen Neuenschwander presented the staff report. Council asked questions.

Motion by Councilmember Jim Bailey to approve Resolution No. 2018-14, adopting minor amendments to the City of Wenatchee Capital Facilities Plan. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

7. Reports.

a. Mayor's Report

The Mayor reported that Rob Jammerman started work this week as the City's Utilities Manager (Rob was present). The meeting on the Olds Station sewer expansion was held on Tuesday and was well attended. There is an aggressive schedule to complete the work by November 2018. Executive Services Director Allison Williams reported that the city is a sponsor of the Flywheel Conference and that there are six tickets available for staff/council who would like to attend.

b. Reports/New Business of Council Committees

Councilmember Linda Herald reported that on April 3 from 2-4 p.m. there will be an active shooter training at the convention center, free of charge.

8. Announcements.

The Mayor announced that two new officers will be sworn in at a ceremony on Monday, March 26, at 2:30 p.m.

9. Adjournment. With no further business the meeting adjourned at 6:22 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Tammy Stanger, City Clerk

SUBJECT: License Agreement for use of Trademark "Apple Capital of the World"

DATE: April 9, 2018

Overview:

The City of Wenatchee owns the trademark "Apple Capital of the World." A request was made by Curt Lance, Judge Advocate of the Wenatchee Valley VFW Post 367, to use the trademark "Apple Capital of the World" on a coin they are creating. The coin will have their logo on one side and "Apple Capital of the World" on the other, and is being created for promotional purposes.

Requests such as this go through our City Attorney's office to determine if the request to use the trademark is an appropriate use and if so, the attorney then draws up the license agreement for the use of the trademark. Our City Attorney has determined that the use is appropriate and has drawn up the attached License Agreement.

Action requested: A motion for City Council to approve and authorize the Mayor to sign the License Agreement with the VFW Post 3617 for use of the "Apple Capital of the World" trademark.

LICENSE AGREEMENT

AGREEMENT MADE this ____ day of _____, 2018, by and between the City of Wenatchee, a Washington municipal corporation, hereinafter referred to as “Licensor,” and VFW Post 3617 of Washington, a non-profit 501c(19) corporation, hereinafter referred to as “Licensee.”

In consideration of the mutual promises contained in this agreement, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

RECITALS

1. Licensor owns the trademark “Apple Capital of the World” which it uses in association with the promotion of the City of Wenatchee.
2. Licensee desires to use the slogan “Apple Capital of the World” in promotional materials that are not intended to be used for commercial purposes.
3. In the spirit of mutual cooperation, Licensor desires to grant Licensee a license to use the trademark slogan “Apple Capital of the World,” and Licensee is willing to limit its use of the trademark slogan to the extent of the license granted herein.

AGREEMENT

1. Description of Licensor’s Property. Licensor is the owner of the trademark “Apple Capital of the World.”
2. Grant of License. Licensor grants to Licensee a non-exclusive license to use, subject to all of the terms and conditions of this agreement, the slogan “Apple Capital of the World.” Licensee’s use of the slogan shall be used primarily for purposes of promoting the City of Wenatchee.
3. Payment. No monetary consideration shall be paid by Licensee to Licensor for use of the mark.
4. Revocable. This license shall be revocable at any time upon written notice by Licensor to Licensee. Upon revocation by Licensor, Licensee shall immediately stop and desist from any further use of the mark.
5. Assignment of Rights. The rights of Licensee under this agreement are personal to Licensee, and shall not be assigned or transferred to any other person or entity.

6. Modification of Agreement. This agreement constitutes the entire agreement between the parties regarding this mark and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

DATED this _____ day of _____, 2018.

LICENSOR:

CITY OF WENATCHEE

By: _____

FRANK KUNTZ, Mayor

LICENSEE:

VFW POST 17 OF NCW



By: Curt Lance, Wenatchee Valley VFW Post 3617

Its: Judge Advocate

211 11th St.NE, East Wenatchee, WA 98802



PROCLAMATION

WHEREAS, The Mayor of Wenatchee, Washington supports the YWCA of North Central Washington in celebration of Stand Against Racism; and

WHEREAS, the YWCA is committed to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all; and

WHEREAS, over 750 YWCA sites in 46 states and the District of Columbia took a Stand Against Racism in 2017; and

WHEREAS, this years theme is civic engagement, where we should all stand together and support each other while accepting and embracing the different cultures and diversities within our community; and

WHEREAS, the City of Wenatchee supports YWCA's mission to eliminate racial inequality through internal practices, citywide initiatives and partnerships and coalition building with other institutions and the community; and

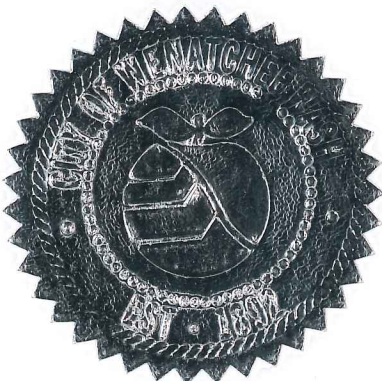
WHEREAS, the City of Wenatchee and YWCA believe that individuals and whole communities must be engaged in a conversation about racism and speak out collectively, with one voice, and pledge to stand against racism; and

WHEREAS, Wenatchee residents value initiatives that will end race-based disparities and make the world a more equitable, inclusive and dignified place for all to live and work in.

NOW, THEREFORE, LET IT BE KNOWN THAT I, Frank Kuntz, Mayor of the City of Wenatchee, do hereby proclaim the days of April 25 and April 26, 2018 are declared as:

Stand Against Racism Day.

IN WITNESS WHEREOF, I hereby set my hand and cause the seal of the City of Wenatchee to be affixed on this 12th day of April, 2018.





Frank J. Kuntz, Mayor

eliminating racism
empowering women
ywca

YWCA of North Central Washington
212 First St, Wenatchee, WA 98801
P 509-662-3531
ywcancw.org

Proclamation

Of the City of Wenatchee, Washington

WHEREAS, Take Pride in America and The Greater Wenatchee Arbor Day Committee have distributed trees in NCW for 29 years, and

WHEREAS, Arbor Day celebrations have provided over 180,000 trees to be planted in our area, and

WHEREAS, Trees, a renewable resource, cool our homes, clean the air we breathe and provide food and shelter for birds, beneficial insects and other wildlife, and

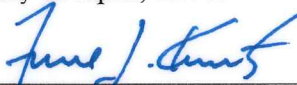
WHEREAS, Planting trees beautifies our community and provides a healthy, happy family activity, and

WHEREAS, In conjunction with Arbor Day, trees will be distributed this April 14th in Wenatchee at Walla Walla Point Park, in Cashmere at Martins Market, in Leavenworth at the national fish hatchery, in Entiat at the city hall, and in Orondo at the Market Place, and

Now, Therefore, I Frank Kuntz, Mayor of the City of Wenatchee hereby proclaim that April 14th 2018 is ARBOR DAY in the City of Wenatchee, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our community urban forestry resources, and further, I urge all citizens to plant trees to gladden the heart and promote the wellbeing of this and future generations.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Wenatchee to be affixed on this 12th day of April, 2108.



Frank Kuntz, Mayor

PROCLAMATION

Child Abuse Prevention Month

WHEREAS, every child is entitled to be loved, cared for, and nurtured, and to be free from verbal, sexual, emotional or physical abuse; and

WHEREAS, the majority of child abuse cases stem from conditions that are preventable in an engaged and supportive community, and prevention efforts have the potential to benefit many children in Chelan and Douglas Counties; and

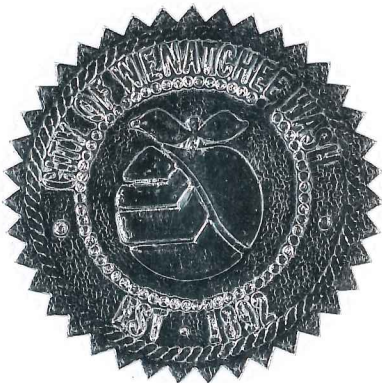
WHEREAS, child maltreatment occurs when parents and caregivers find themselves in stressful situations, without community resources and lacking the ability to cope and child abuse and neglect not only harm children directly but also increase the likelihood of future criminal behavior, substance abuse, health problems, and risky behavior; and

WHEREAS, the cycle of child abuse and neglect can be broken by providing community support to families through programs such as the Court Appointed Special Advocate (CASA) Program that help determine the best way to provide a healthy environment for children; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, criminal justice agencies, and the business community; and

WHEREAS, the Chelan Douglas CASA Program is one of five non-profit Court Appointed Special Advocate programs in the state of Washington, and the only CASA program to provide a trained advocate to every child removed from their home due to abuse and neglect;

NOW, THEREFORE, we the City of Wenatchee, hereby proclaim April 2018 as **CHILD ABUSE AWARENESS AND PREVENTION MONTH**, and call upon citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in efforts to support families, prevent child abuse, and strengthen the communities in which we live.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 12th day of April, 2018.

A handwritten signature in blue ink, appearing to read "Frank J. Kuntz".

FRANK J. KUNTZ, Mayor

2018 Governor's Volunteer Service Awards

To read Governor Inslee's proclamation from last year visit: <https://servewashington.wa.gov/gov-inslee-proclaims-april-11-wash-volunteer-appreciation-day>

Barbara Tilly: 2018 Senior Corps Volunteer of the Year

Barbara joined RSVP in 2013 as a Volunteer Coordinator and Volunteer for our local Backpack Program. Barb wanted to find a way to alleviate childhood hunger in our area over the weekends. She knew they could receive food Monday-Friday through free and reduced meals in our school district. The pilot program started through her church taking on one school.

The Backpack Program collects and distributes a bag of food to children on Fridays, helping to provide nutritious meals over the weekend. It is filled with 13-15 items of individual serving size food for the children and something to share as a family meal.

The Backpack Program plan was a success, so Barb started recruiting other churches to sponsor more schools. I met Barbara through a mutual friend who informed me of all she has accomplished in such a short time. I am the Volunteer Coordinator for RSVP of NCW and I was asked to utilize my skills and assist in recruiting churches for schools. Three years later and have 24 churches, 2 service clubs and between Wenatchee, East Wenatchee and Leavenworth we serve over 700 children. The program continues to grow each year.

Barb and two of her colleagues write grants and fundraise to help support the program. Not only is this her passion she is 83 years old and she serves with her husband, Earl, (former City of Wenatchee Mayor and State lawmaker) at our local soup kitchen every month. Barb personally sews and contributes products for feminine hygiene packets for young women in foreign countries, helps with blood drives and serves with emergencies in Chelan, Douglas and Okanogan counties. She has raised her children well, they are all very community minded. I can't say enough about this woman, she impresses me so much and I consider her a mentor who has opened my eyes to a world I had not thought of before. She is what I aspire to be when I am in my eighties.

Karen Bruggman

RSVP Coordinator of North Central Washington



MEMO

To: Mayor Kuntz and City Council
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Re: Memorandum of Understanding for Day Drive Trailhead
Date: March 26, 2018

ACTION REQUESTED:

Move approval of the Memorandum of Understanding for Day Drive trailhead with the Chelan-Douglas Land Trust and Tyler Gundersen.

BACKGROUND:

In 2006 the City received an RCO grant to construct the Day Drive Trailhead. The trailhead is located on property owned by Mr. Tyler Gundersen (outlined below). The City and Chelan Douglas Land Trust hold an easement on the property for public access purposes. The trailhead is used to access the Sage Hills Gateway properties and the Sage Hills trail system.

Mr. Gundersen is starting the process to construct a home on his property. The driveway to the home is proposed to cross the easement and trailhead.

A memorandum of understanding (MOU) has been prepared to define expectations for all parties during and after construction. The draft was initiated by the Chelan Douglas Land Trust, reviewed by PRCS Department staff, Mr. Gundersen and the City Attorney.



A copy of the MOU is attached. Staff recommends approval.

Memorandum of Understanding

This Memorandum of Understanding is between Tyler Gundersen, a private landowner (“Gundersen”), the Chelan-Douglas Land Trust (“CDLT”), and the City of Wenatchee (“City”). It pertains to the non-exclusive easement on Mr. Gundersen’s property held by the City and CDLT, and the proposed construction of Mr. Gundersen’s private driveway on a portion of the burdened property. This MOU references recorded easements and assignment of rights: AFN 2107295, AFN 2274123 and AFN 2336763.

Gundersen, CDLT, and the City agree:

- 1) The trailhead that currently occupies the burdened property shall remain and will continue to support four passenger vehicle graveled parking stalls, a kiosk, a locking vehicle access gate, fencing around the trailhead footprint and storm water treatment.
- 2) Gundersen may remove fencing and traffic barriers in the trailhead at the northeast corner of the easement in order to accommodate the construction and use of the new twelve foot wide private driveway to provide access Kookaburra Run. Gundersen will notify the City and CDLT prior to this work commencing. Work will result in closure of the trailhead for no more than 2 days.
- 3) Gundersen and his representatives will bear responsibility for obtaining required permits and complying with Chelan County requirements for both the driveway and the trailhead construction and restoration work. Gundersen will assume responsibility for restoring trailhead elements that are disturbed by construction activity such as: fencing, storm water treatment and vegetation areas. Trailhead restoration elements are to be approved by the City and CDLT. In its final condition, barriers around the trailhead must be reinstalled to prevent vehicle trespass when the trailhead access gate is locked.
- 4) CDLT and the City bear no responsibility for controlling access to Gundersen’s private property, or for any consequences of trespass onto the Gundersen property. Gundersen will be solely responsible for placing signage, locking gate or other means to identify and control access to the private driveway.

Tyler Gundersen

Date

Representative of Chelan-Douglas Land Trust

Date

Representative of the City of Wenatchee

Date



MEMO

To: Mayor Kuntz and City Council
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Re: Interlocal agreement for development of public parking
Date: March 28, 2018

ACTION REQUESTED:

Move approval of the Interlocal agreement for development of public parking with the Chelan County PUD.

BACKGROUND:

The Chelan County PUD owns the gravel lot at the corner of 9th Street and Walla Walla Avenue (outlined at right). The City requested and received a permit from the PUD on September 20, 1994 for the use of the property for storage of equipment and used the property for its water department until the new Public Services Center on McKittrick Street opened.

On November 1, 2004 the Wenatchee Row and Paddle Club (WRPC) entered into an agreement for the use of the Lindston Barn and the dock. The dock has since been replaced with funding assistance provided by the State.



On March 12, 2009 the City use permit and Row and Paddle Club use permit were terminated and a new permit with the PUD was executed. This new permit eliminated the need for the PUD to work directly with the Row and Paddle Club and instead only work directly with the City. The new permit ran from March 2009 through March 2014 with automatic annual renewals.

The 2009 agreement combines information from the previous agreements from 2004 between the PUD and WRPC for use of the Linden Street Barn and includes other items ranging from paving of the parking lot to removal of the fence and public program requirements. The agreements expired in 2014, but have automatic one year renewals and are still in effect. The City then subleased the use of the property to the Row and Paddle Club under a separate agreement.

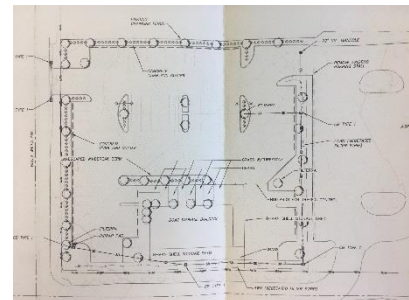
One of the sections of the agreement included a description of the PUD's plan to improve the property into a paved parking lot. The City was to remove at its cost, the fence from the entire parcel upon (60) days' notice of the PUD's intent to improve the parking lot.

In 2009, the City applied for and was successfully awarded tax increment financing for the waterfront called Local Revitalization Financing. The purpose of this program was to enable the city to invest in public infrastructure using a tax rebate of \$500,000 per year for 25 years. This program allowed the city to issue bonds in 2016 to fund public infrastructure. The Linden Tree parking lot was included in the list of public projects to be funded with a budget of \$350,000. This funding includes paving the existing gravel lot and associated landscaping necessary to meet our city code.

Since the time agreements were approved in 2009, the WRPC has proposed several different footprints for the building and long term uses for the area. Two are pictured at right. In 2013 the PUD prepared a parking lot study in preparation of paving the lot but the plans were put on hold for a variety of reasons.



In 2017, the WRPC concluded that they would like to continue to utilize the building in essentially its current footprint and would like to update and renew the lease on a longer term basis. Following discussions with the PUD and WRPC, the PUD is now willing to again work directly with the WRPC and has prepared a draft use permit for the WRPC which is under review by both parties.



With this turn of events, since August 2017 the City and PUD have been working jointly to develop a project agreement to pave the lot.

A copy of the proposed project agreement is attached.

INTERLOCAL AGREEMENT FOR DEVELOPMENT OF PUBLIC PARKING

THIS INTERLOCAL AGREEMENT (“Agreement”) is hereby entered by and between the CITY OF WENATCHEE (“City”), and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY (“District”), sometimes collectively referred to as the “Parties.”

WHEREAS, there is an existing need for additional public parking in the area of Wenatchee commonly known as the Waterfront District; and

WHEREAS, the District owns a primarily undeveloped and unused lot within the Waterfront District at the corner of 9th Street and Walla Walla Ave. (“9th Street Lot”) as illustrated on Exhibit A, attached. A portion of the 9th Street Lot is used by the Wenatchee Row and Paddle Club for boat storage, as illustrated on Exhibit A, attached; and

WHEREAS, the City has Local Revitalization Financing funds that the City would like to utilize by developing the 9th Street Lot for public parking; and

WHEREAS, the City desires that the 9th Street Lot may be made available for public benefit as a public parking lot; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the foregoing representations, which are incorporated by this reference into the Agreement, the City and the District agree as follows:

1. Purpose.

The purpose of this Agreement is to provide for the cooperation of the Parties for the design, public bidding, and development of the 9th Street Lot as interim public parking.

2. Term.

This Agreement shall be effective upon public filing pursuant to RCW 39.34.040 (“Effective Date”).

This Agreement shall terminate on completion and acceptance by the District of the development of the 9th Street Lot into public parking as set out in Section 4 hereof.

Upon termination of this Agreement, all obligations and liabilities incurred by the Parties through the date of termination shall be preserved until satisfied.

Notwithstanding any provision of this Agreement to the contrary, the commitments and obligations of this Agreement set out at Sections 6 and 7 shall survive termination of this Agreement.

3. Scope of Work.

The Scope of Work is the design and development of the 9th Street Lot into off-street parking compliant with applicable City of Wenatchee codes. Design shall accommodate the existing use of a portion of the property by the Wenatchee Row and Paddle Club.

4. Project Completion.

Contingent on its approval of the bid price, City shall complete the development of the 9th Street Lot into public parking ("Project") no later than September 30, 2019, including:

- 4.1. Developing the plans in consultation with the District. Final design is subject to District approval, in the District's sole discretion. Upon District approval, the plans and specifications will be included by the City in a public bid package.
- 4.2. Administering the bidding and contract award, consistent with public bid laws for the Project, including:
 - a.) Preparing bid documents;
 - b.) Providing bid documents to the District for District review and approval prior to advertising for construction bids;
 - c.) Coordinating with the District to provide traffic control and 9th Street access to Riverfront Park during construction, as needed;
 - d.) Advertising for construction bids;
 - e.) Awarding of the construction contract.
- 4.3. Administering the construction contract for the Project, including:
 - a.) Disbursement of payments to the Project contractor (subject to District's approval in advance);
 - b.) Administration of change orders (subject to District's approval in advance);
 - c.) Coordinating and providing all inspection and permitting necessary to the Project; and
 - d.) Coordinating final acceptance of the Project following construction, including, inter alia, obtaining the District's written acknowledgement of Project completion prior to final acceptance of the Project. Said written acknowledgment of Project completion shall be provided by Dan Frazier, Director of Shared Services, upon approval by the District's Project Engineer and Greg Jones, Facilities Manager.
- 4.4. Providing field engineering, including survey control and construction staking and providing as-built drawings to the District.
- 4.5. Administering and managing the budget for this Project.

5. Project Funding.

The City shall fund the Project in its entirety. In no event will the District be responsible for any cost of the Project or the Project contract. In no event will the District or the Premises be obligated for or subject to any conditions or restrictions relating to any source of funding used by the City.

6. Post Project Completion Obligations.

Upon City's completion of the Project, the District shall provide written notice of its approval and acceptance of the Project, which notice shall be given if the Project was constructed in conformance with the approved Plans and Specifications and any approved change orders thereto. Upon the District's approval of the Project, the District shall make the 9th Street Lot available for day-use, public parking. Overnight parking will not be allowed. The District shall keep the 9th Street Lot available for public parking per the terms herein, until December 31, 2038, unless the District is required to change the use of the 9th Street Lot to comply with an order or directive from the Federal Energy Regulatory Commission (FERC). In the event the District removes the use of public parking from the 9th Street Lot to comply with a FERC order or directive, there shall be no compensation or consideration to the City. The District shall be responsible for maintenance of the Project from and after its approval and acceptance of the Project.

7. No Credit/Parking Reduction for Future Developments.

The City shall not allow the public parking on the 9th Street Lot be used per Wenatchee City Code Chapter 10.60.060 as a means to reduce parking requirements set forth in Wenatchee City Code Chapter 10.60.080 for any development by any party.

8. Records Maintenance.

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either Party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one Party to this agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.

9. Mutual Indemnity.

The District shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the District, its officers, agents, and employees, in connection with the District's activities related to this Agreement, or arising out of the District's non-observance or non-performance of any law, ordinance, or regulation applicable to the District's activities related to this Agreement.

The indemnification obligation of District shall not be limited in any way by the application of any workmen's compensation acts, disability benefit acts or other employee benefit acts and the District expressly waives the protection afforded by such laws. The foregoing waiver and indemnification obligations have been mutually negotiated.

The City shall indemnify, defend and hold harmless the District, its officers, agents, employees, contractors, and subcontractors from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the City, its officers, agents, employees, contractors, and subcontractors, in connection with the Project and/or City's activities related to this Agreement, or arising out of the City's non-observance or non-performance of any law, ordinance, or regulation applicable to the Project and/or City's activities related to this Agreement.

The indemnification obligation of the City shall not be limited in any way by the application of any workmen's compensation acts, disability benefit acts or other employee benefit acts and the City expressly waives the protection afforded by such laws. The foregoing waiver and indemnification obligations have been mutually negotiated.

10. Severability.

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

11. Attorney's Fees.

In the event of litigation regarding any of the terms of this Agreement, each party shall pay their own attorney's fees and costs.

12. Construction.

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

13. Mutual Negotiation and Construction.

This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

14. Governing Law; Venue.

This Agreement is governed by the laws of the state of Washington, without regard to its conflict of law provisions. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.

15. Public Disclosure.

The obligations of the parties regarding confidential information may be subject to state and federal public disclosure laws, as now exist or as may be hereafter amended. The parties may disclose confidential information to the extent it is required to be disclosed pursuant to the public disclosure laws. If a public disclosure of confidential information is requested, the party receiving the request agrees to notify the other of such request at least ten (10) business days prior to disclosure being made. The other party may immediately seek a protective order in the appropriate court. The receiving party will reasonably cooperate with the other in such action, but is under no obligation to obtain or seek any court protection.

16. Relationship of Parties.

The Parties intend that an independent contractor relationship will be created by this Agreement. The District's approvals relating to the Project or Project documents as provided in this agreement are not an assumption of any responsibility for the Project. The City is solely responsible for the conduct and control of the Project contract and safety measures required by the Project. Neither party, their officers, employees, agents, contractors or subcontractors shall be considered an agent or employee of the other for any purpose and neither party is entitled to any of the benefits that the other provides for its respective employees.

17. No Third Party Beneficiaries.

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

APPROVED BY

THE CITY OF WENATCHEE

this _____ day of _____, 2018.

By: _____

Name: _____

Title: _____

Attest: _____

APPROVED BY

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY

this _____ day of _____, 2018.

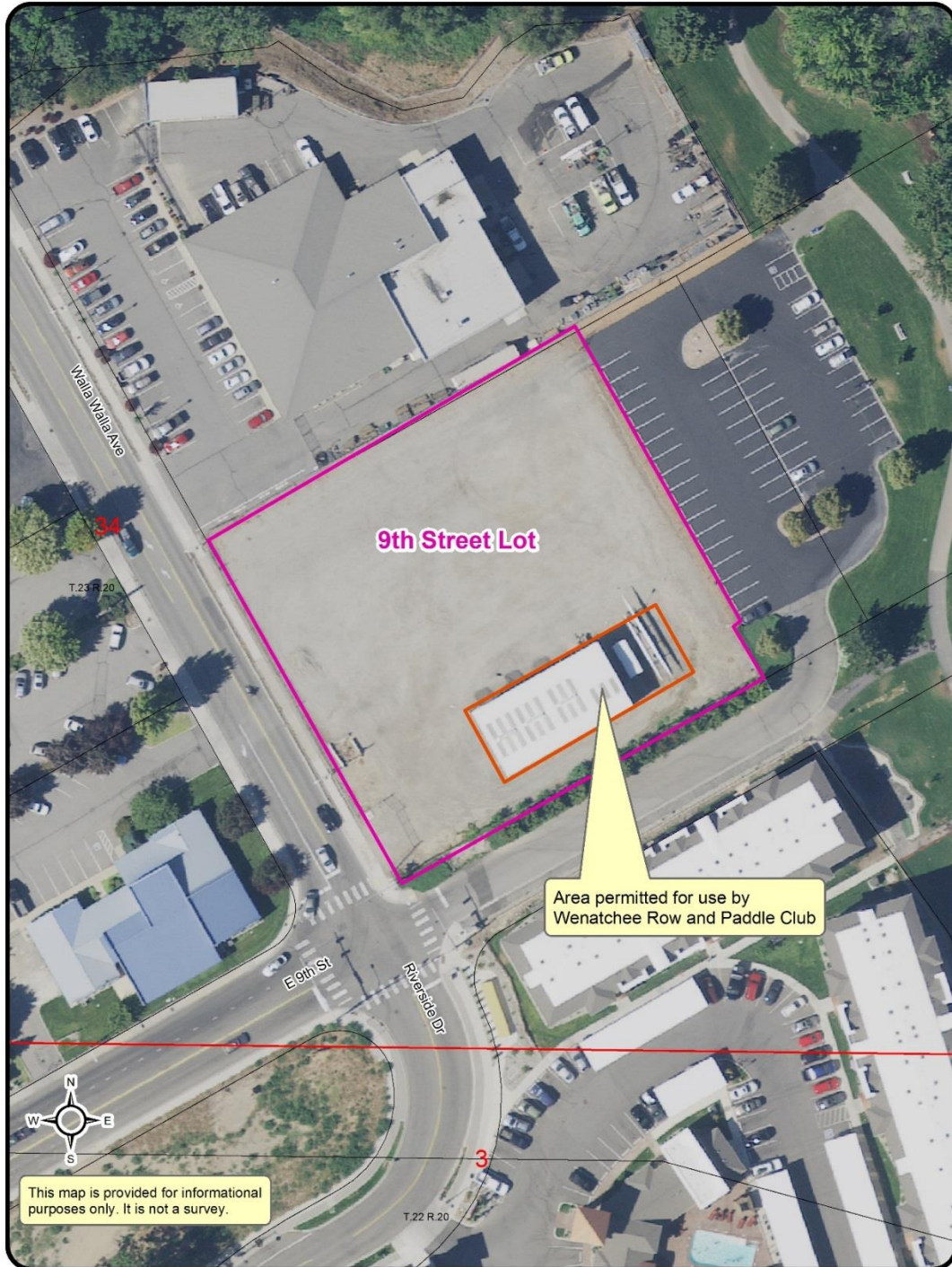
By: _____

Name: _____

Title: _____

Attest: _____

Exhibit A



COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Ordinance No. 2018-08

DATE: April 9, 2018

Overview: City staff has been working through a number of changes to the code for street closures, parades and other street uses since 2015. After a number of revisions, it was decided that the suggested changes to the City's existing code will allow it to work well for City's purposes because the Chamber, through the City's LTAC contract, will be developing an event tool kit that will enable our event organizers to be more prepared as they head to the City to obtain a street closure permit. In your packet you have a copy of the amendments to the City's code and the existing code for your reference. In brief the changes:

1. Provide a legal basis for the City to charge actual costs for street closures, subject to the Mayor's approval (8.64.060 (3), (4))
2. Increase the time required to apply for a permit from 30 days to 60 days (8.64.070)
3. Provide for the provision of a security plan if determined by the Police Department (8.64.070 (4)) and also provide the lack of a security plan as a basis for denying a permit
4. Require notification of impacted properties at least 10 days in advance of the event and the impacted business organization (8.64.095); and
5. Update the penalties to add a misdemeanor for interfering with a parade/street closure.

This has been reviewed by the Mayor's office, City Attorney, Public Works and Police and all are in agreement with the changes.

Action requested: A motion to approve Ordinance 2018-08 amending Chapter 8.64 of the Wenatchee City Code relating to parades and other street uses.

ORDINANCE NO. 2018-08

AN ORDINANCE, OF THE CITY OF WENATCHEE, WASHINGTON AMENDING CHAPTER 8.64 OF THE WENATCHEE CITY CODE RELATING TO PARADES AND OTHER STREET USES.

WHEREAS, the City of Wenatchee desires to secure for its residents an attractive, safe living environment and high quality of life; and

WHEREAS, the City of Wenatchee desires to maintain and operate its streets, sidewalks and alleys in a safe and efficient manner; and

WHEREAS, adopted rules and regulations provide the ability to regulate uses that may be detrimental to the health, safety or well-being of the environment or user; and

WHEREAS, the proposed modifications have been reviewed by emergency management, law enforcement personnel and community partners.

NOW, THEREFORE, the City Council of the City of Wenatchee, Washington, do ordain as follows:

SECTION I

Chapter 8.64 of the Wenatchee City Code is hereby amended to read as follows:

8.64.060 Permit Application Fee.

- (1) A fee of \$50.00 shall be submitted with the parade, run, motorcade, or street dance application for permit.
- (2) A fee of \$15.00 shall be submitted with the neighborhood event/barbecue application for permit.
- (3) In addition to the application fee submitted at the time of application, a condition of issuance of the permit shall be that the applicant pay to the City the actual costs that are incurred by the City related to the event including, but not limited to, traffic control, additional security provided by the police department, and set up and take down time for off hours crews on overtime. The City will provide an estimate of costs in advance and then bill actual costs upon completion of the event. Payment shall be due within thirty days of invoice, with any unpaid balance thereafter subject to interest at the rate of 12% per annum.

(4) At the discretion of the Mayor, the application fee and/or a portion of or all of the City costs may be waived if the community benefit of the event outweighs the burden to the City.

8.64.070 Application for permit.

Any person who wants to conduct a parade, run, motorcade, neighborhood event/barbecue, or street dance shall apply to the mayor of the city of Wenatchee for a permit, at least 60 days in advance of the date of the proposed event. The mayor of the city of Wenatchee may, in his discretion, consider any application for a permit to conduct a parade, run, motorcade, neighborhood event/barbecue, or street dance which is filed less than 60 days prior to the date such parade, run, motorcade, neighborhood event/barbecue, or street dance is to be conducted; provided, that said time limit shall be waived by the mayor only in the event of an unexpected occasion or in the case of a parade of visitors arriving in the city within less than the 60-day time period prescribed herein. The application for such permit shall be made in writing on a form approved by the mayor of the city of Wenatchee. In order that adequate arrangements may be made for the proper protection of the parade, run, motorcade, neighborhood event/barbecue, or street dance and the public, the application shall contain the following information:

(1) The name of the applicant; the sponsoring organization; the parade, run, motorcade, neighborhood event/barbecue or street dance chairman and the address and telephone numbers of each.

(2) The purpose of the parade, run, motorcade, neighborhood event/barbecue or street dance; the date when it is proposed to be conducted; the location of the assembly area; the number of participants; the location of the disbanding area; the proposed route to be traveled and the approximate time that the parade, run, neighborhood event/barbecue or motorcade will assemble, start and terminate.

(3) A description of the individual floats, marching units, vehicles and bands, including a description of any sound amplification equipment to be used.

(4) A traffic/pedestrian control plan and security plan which safeguards the participants of the event as well as the general public, whether or not alcohol will be served at the event.

(5) Such other information as the mayor of the city of Wenatchee may deem reasonably necessary.

8.64.080 Issuance or denial of permit.

(1) Standards for Issuance. The mayor of the city of Wenatchee shall issue a parade, run, neighborhood event/barbecue, motorcade or street dance permit conditioned upon the applicant's written agreement to comply with the terms of such permit, unless the mayor finds that:

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(a) The time, route and size of the event will unreasonably disrupt the movement of other traffic within the city of Wenatchee.

(b) The event is of a size or nature that requires the diversion of so great a number of police officers of the city to properly police the line of movement and areas contiguous thereto that allowing the event would unreasonably deny police protection to the remainder of the city of Wenatchee, or requires the diversion of public works employees or other city employees to such an extent that basic city services would be placed in jeopardy.

(c) Such event will interfere with another event for which a permit has previously been issued or requested.

(d) The purpose of such event or assembly is to incite to violence or crime, or the overthrow of the government by force.

(e) Failure to remit, by the applicant or person conducting or sponsoring the same, all customary and reasonable fees, charges, deposits, insurance or bonds, if any, required by the city of Wenatchee or any department thereof for the use of the public places where it is proposed to conduct or to hold such parade, run, motorcade, neighborhood event/barbecue or street dance.

(f) For a neighborhood event/barbecue or street dance the application is for closure of a major arterial.

(2) Standards for Denial. The mayor of the city of Wenatchee shall deny an application for a parade, run, neighborhood event/barbecue, motorcade or street dance permit and notify the applicant of such denial where:

(a) The mayor makes any finding contrary to the findings required to be made for the issuance of a permit as set forth in subsection (1) of this section.

(b) The information contained in the application is found to be false or nonexistent to any material degree.

(c) The applicant refuses to agree to abide by or comply with all conditions of their permit.

(d) It is found that the purpose of the parade, run, motorcade, neighborhood event/barbecue or street dance is principally devoted to the advertising of a commercial product or for a private commercial process.

(e) It is found that the event will provide a risk to the participants, public and/or property, including, but not limited to, inadequate security plans and inadequate control of alcohol.

8.64.095 Notification Required.

The applicant shall provide at least 10 days advance notice, unless altered or waived in the permit, to the property owners, tenants and businesses in the impacted area of the event, and the business organization that is impacted by the event, for example the Wenatchee Valley Chamber of Commerce or the Wenatchee Downtown Association. Insufficient notification may result in either cancellation of the permit or a factor for non-renewal in subsequent applications.**8.64.150**
Violation - Penalty.

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(1) A violation of WCC 8.64.040 shall be a misdemeanor punishable by a fine up to \$1000 and/or 90 days in jail.

(2) All other violations of this Chapter shall be a Class I civil infraction punishable by a civil penalty not to exceed \$250, not including statutory assessments.

SECTION II

If any section, subsection, clause or sentence of this Ordinance shall be held unconstitutional or invalid, such holding shall not affect the validity of the remaining provisions of this Ordinance.

SECTION III

This Ordinance shall take effect from and after its passage thirty (30) days from and after publication as provided by law.

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

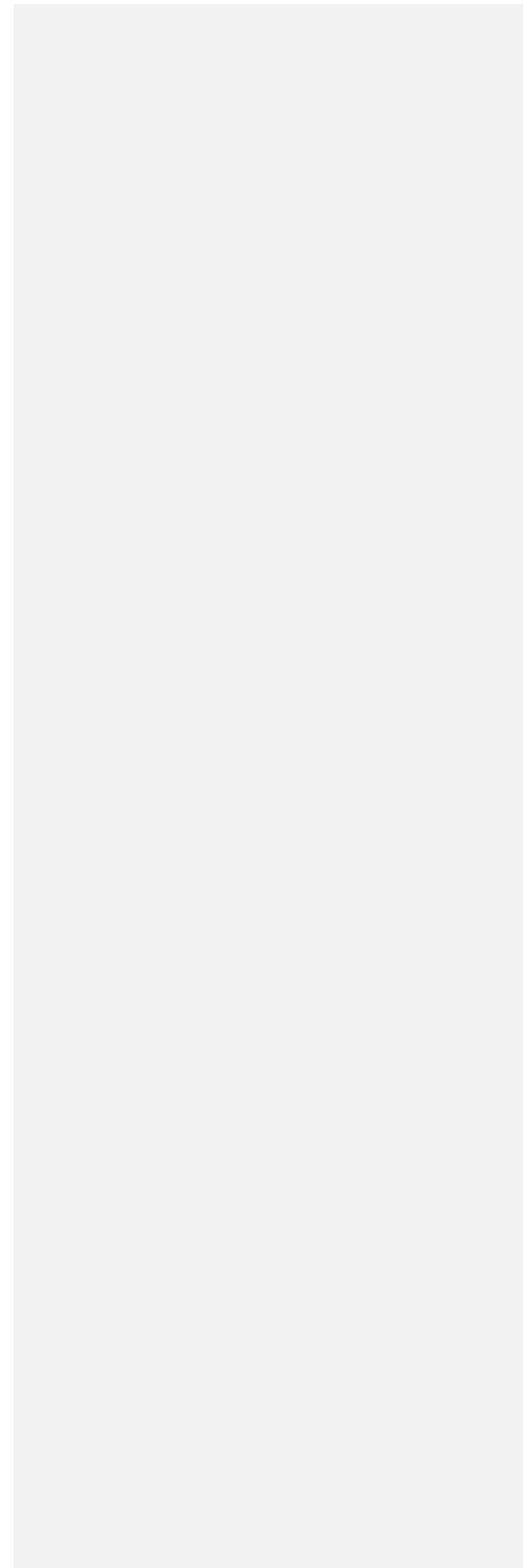
By: _____
FRANK J. KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney



Chapter 8.64 PARADES AND OTHER STREET USES

Sections:

- 8.64.010** Definitions.
- 8.64.020** Parade, run, motorcade, neighborhood event/barbecue and street dance permits required.
- 8.64.030** Parade, run, motorcade, neighborhood event/barbecue or street dance for commercial purpose prohibited.
- 8.64.040** Interference with parade, run, motorcade, neighborhood event/barbecue or street dance.
- 8.64.050** Interfering with or obstructing a parade or run prohibited.
- 8.64.060** Permit application fee.
- 8.64.070** Application for permit.
- 8.64.080** Issuance or denial of permit.
- 8.64.090** Contents of permit.
- 8.64.100** Indemnity – Performance bond.
- 8.64.110** Insurance required.
- 8.64.120** Appeal procedure.
- 8.64.130** Officials to be notified.
- 8.64.140** Revocation of permit.
- 8.64.150** Violation – Penalty.

8.64.010 Definitions.

(1) “Parade” means any march or procession consisting of people, animals, bicycles, vehicles, or combination thereof, except wedding processions and funeral processions, upon any public street, sidewalk or alley which does not comply with normal and usual traffic regulations or controls.

(2) “Motorcade” means an organized procession containing 10 or more vehicles, except funeral processions, upon a public street, sidewalk or alley.

(3) “Run” means an organized procession to contend in a race consisting of people, bicycles, wheelchairs, or combinations thereof containing 10 or more persons upon a public street, sidewalk or alley.

(4) “Street dance” means any dance of three or more couples on any public street, public alley, public sidewalk or publicly owned parking lot.

(5) “Mayor” shall mean the mayor of the city of Wenatchee or the mayor’s designee.

(6) “Neighborhood event/barbecue” shall mean a gathering for the neighborhood to socialize when suitable park, land or off-street space is not reasonably accessible. (Ord. 2001-06 § 1)

8.64.020 Parade, run, motorcade, neighborhood event/barbecue and street dance permits required.

No person shall conduct a parade, run, motorcade, neighborhood event/barbecue or street dance in or upon any public street, sidewalk or alley in the city of Wenatchee, or knowingly participate in any such parade, run, neighborhood event/barbecue, street dance, or motorcade unless or until a permit to conduct such event has been obtained from the mayor of the city of Wenatchee, or as hereinafter provided, from the city council of the city of Wenatchee. (Ord. 2001-06 § 2)

8.64.030 Parade, run, motorcade, neighborhood event/barbecue or street dance for commercial purpose prohibited.

No permit shall be issued authorizing the conduct of a parade, run, motorcade, neighborhood event/barbecue or street dance which the mayor of the city of Wenatchee finds is proposed to be held for the sole purpose of advertising any product, goods, wares, merchandise or event, and is designed to be held purely for private profit, excepting, however, political parades. (Ord. 2001-06 § 3)

8.64.040 Interference with parade, run, motorcade, neighborhood event/barbecue or street dance.

No person shall knowingly join or participate in any parade, run, neighborhood event/barbecue, street dance or motorcade conducted under permit from the mayor of the city of Wenatchee in violation of any of the terms of said permit, nor knowingly join or participate in any permitted event without the consent or over the objections of the permittee, nor in any manner interfere with its progress or orderly conduct. (Ord. 2001-06 § 4)

8.64.050 Interfering with or obstructing a parade or run prohibited.

All persons, except those participating in parades or runs, shall keep off streets temporarily closed for parades or runs, and it is unlawful for any person to leave any vehicle upon any street, knowing that the same has been cleared for parade or run purposes. It shall be unlawful for any pedestrian, equestrian or other operator of any vehicle to pass through or drive between the vehicles, units or floats comprising a parade or motorcade, authorized by this section; provided, that this shall not prohibit the operation of emergency vehicles or prevent the passage of such vehicles or persons at intersections where traffic is controlled by police officers of the city of Wenatchee. (Ord. 2001-06 § 5)

8.64.060 Permit application fee.

(1) A fee of \$50.00 shall be submitted with the parade, run, motorcade, or street dance application for permit.

(2) A fee of \$15.00 shall be submitted with the neighborhood event/barbeque application for permit.

(3) At the discretion of the mayor, the application fee may be waived. (Ord. 2008-08 § 1; Ord. 2001-06 § 6)

8.64.070 Application for permit.

Any person who wants to conduct a parade, run, motorcade, neighborhood event/barbecue, or street dance shall apply to the mayor of the city of Wenatchee for a permit, at least 30 days in advance of the date of the proposed event. The mayor of the city of Wenatchee may, in his discretion, consider any application for a permit to conduct a parade, run, motorcade,

neighborhood event/barbecue, or street dance which is filed less than 30 days prior to the date such parade, run, motorcade, neighborhood event/barbecue, or street dance is to be conducted; provided, that said time limit shall be waived by the mayor only in the event of an unexpected occasion or in the case of a parade of visitors arriving in the city within less than the 30-day time period prescribed herein. The application for such permit shall be made in writing on a form approved by the mayor of the city of Wenatchee. In order that adequate arrangements may be made for the proper protection of the parade, run, motorcade, neighborhood event/barbecue, or street dance and the public, the application shall contain the following information:

- (1) The name of the applicant; the sponsoring organization; the parade, run, motorcade, neighborhood event/barbecue or street dance chairman and the address and telephone numbers of each.
- (2) The purpose of the parade, run, motorcade, neighborhood event/barbecue or street dance; the date when it is proposed to be conducted; the location of the assembly area; the number of participants; the location of the disbanding area; the proposed route to be traveled and the approximate time that the parade, run, neighborhood event/barbecue or motorcade will assemble, start and terminate.
- (3) A description of the individual floats, marching units, vehicles and bands, including a description of any sound amplification equipment to be used.
- (4) A traffic/pedestrian control plan which safeguards the participants of the event as well as the general public.
- (5) Such other information as the mayor of the city of Wenatchee may deem reasonably necessary. (Ord. 2001-06 § 7)

8.64.080 Issuance or denial of permit.

- (1) Standards for Issuance. The mayor of the city of Wenatchee shall issue a parade, run, neighborhood event/barbecue, motorcade or street dance permit conditioned upon the applicant's written agreement to comply with the terms of such permit, unless the mayor finds that:
 - (a) The time, route and size of the event will unreasonably disrupt the movement of other traffic within the city of Wenatchee.
 - (b) The event is of a size or nature that requires the diversion of so great a number of police officers of the city to properly police the line of movement and areas contiguous thereto that allowing the event would unreasonably deny police protection to the remainder of the city of Wenatchee, or requires the diversion of public works employees or other city employees to such an extent that basic city services would be placed in jeopardy.
 - (c) Such event will interfere with another event for which a permit has previously been issued or requested.
 - (d) The purpose of such event or assembly is to incite to violence or crime, or the overthrow of the government by force.

(e) Failure to remit, by the applicant or person conducting or sponsoring the same, all customary and reasonable fees, charges, deposits, insurance or bonds, if any, required by the city of Wenatchee or any department thereof for the use of the public places where it is proposed to conduct or to hold such parade, run, motorcade, neighborhood event/barbecue or street dance.

(f) For a neighborhood event/barbecue or street dance the application is for closure of a major arterial.

(2) Standards for Denial. The mayor of the city of Wenatchee shall deny an application for a parade, run, neighborhood event/barbecue, motorcade or street dance permit and notify the applicant of such denial where:

(a) The mayor makes any finding contrary to the findings required to be made for the issuance of a permit as set forth in subsection (1) of this section.

(b) The information contained in the application is found to be false or nonexistent to any material degree.

(c) The applicant refuses to agree to abide by or comply with all conditions of their permit.

(d) It is found that the purpose of the parade, run, motorcade, neighborhood event/barbecue or street dance is principally devoted to the advertising of a commercial product or for a private commercial process. (Ord. 2001-06 § 8)

8.64.090 Contents of permit.

In each permit the mayor of the city of Wenatchee shall specify:

- (1) The assembly area and time therefor;
- (2) The starting time;
- (3) The minimum and maximum speeds;
- (4) The route of the parade, run, or motorcade;
- (5) The portions of the street to be traversed and which may be occupied by such parade, run, neighborhood event/barbecue, motorcade or street dance;
- (6) The maximum number of units and the maximum and minimum intervals of space to be maintained between the units of such parade, run, or motorcade;
- (7) The maximum length of such parade, run, or motorcade in miles or fractions thereof;
- (8) The disbanding area and disbanding time;
- (9) The number of persons required to monitor the parade, run, or motorcade;
- (10) The number and type of vehicles, if any;
- (11) The material and maximum size of any sign, banner, placard or carrying device therefor;

(12) That the materials used in the construction of floats used in the parade shall be of fire-retardant materials and shall be subject to such requirements concerning fire safety as may be determined by the fire chief of the city of Wenatchee;

(13) That the permittee shall advise the participants in the parade, run, or motorcade if the terms and conditions of their permit prior to the commencement of such parade, run, or motorcade;

(14) That the parade, run, or motorcade continues to move at a fixed rate of speed, and that any willful delay or willful stopping of said parade, run, or motorcade, except when reasonably required for the safe and orderly conduct of the parade, run, or motorcade, shall constitute a violation of the permit;

(15) That the vehicles and floats used in the parade shall be subject to a safety inspection by the Wenatchee police department and such vehicles and floats may not participate in the parade or motorcade until they have successfully completed such inspection;

(16) A traffic/pedestrian control plan which has been approved by the Wenatchee police department and the department of public works;

(17) Such other requirements as are found by the mayor to be reasonably necessary for the protection of persons or property. (Ord. 2001-06 § 9)

8.64.100 Indemnity – Performance bond.

No permit shall be issued for a street dance, parade, run, neighborhood event or motorcade until the permittee shall file with the mayor of the city of Wenatchee a bond to pay for any costs reasonably anticipated to be incurred in removing debris, litter or papers from the street or other material deposited thereon as a result of said event; provided, that the mayor, in his discretion, may, in appropriate cases, make a specific finding that such a bond is not necessary at the time of the issuance of such permit and waive said bond. (Ord. 2001-06 § 10)

8.64.110 Insurance required.

The mayor of the city of Wenatchee shall not issue a permit authorizing a parade, run, motorcade, neighborhood event/barbecue or street dance in or upon any public street, sidewalk or alley in the city of Wenatchee involving the use of motor vehicles, horses, or other animals, other than dogs or cats, or the use of fireworks or other incendiary devices, unless the applicant obtains liability insurance in the amount of \$1,000,000 per occurrence. A certificate of insurance shall be filed with the mayor and shall name the city of Wenatchee as an additional named insured. The mayor may, in his discretion, waive the insurance requirement and substitute therefor a hold harmless/indemnity agreement signed by all participants of a neighborhood event/ barbecue, if insurance is required pursuant to this section. (Ord. 2001-06 § 11)

8.64.120 Appeal procedure.

Upon a denial by the mayor of the city of Wenatchee of an application made pursuant to this chapter, the applicant may appeal from the determination of the mayor within five days thereafter to the city council of the city of Wenatchee by filing a written notice of appeal for hearing by the city council at its next meeting. Upon such appeal, the city council may reverse, affirm or modify in any regard the determination of the mayor.

In the event an application is not filed within the required time as specified in WCC [8.64.070](#), the applicant may request a waiver of such requirement from the mayor.

Should the mayor decline to waive the requirement, the applicant may approach the city council at its next regular meeting or special meeting to make an appeal. The city council, if it finds unusual circumstances and in the exercise of its sound discretion, may waive such requirement. (Ord. 2001-06 § 12)

8.64.130 Officials to be notified.

Immediately upon the granting of a permit for a parade, run, motorcade, neighborhood event/barbecue or street dance, the mayor of the city of Wenatchee shall send a copy thereof to the following:

- (1) The fire chief;
- (2) The chief of police;
- (3) The director of public works. (Ord. 2001-06 § 13)

8.64.140 Revocation of permit.

Any permit for a parade, run, motorcade, neighborhood event/barbecue or street dance issued pursuant to this chapter may be summarily revoked by the mayor of the city of Wenatchee at any time when, by reason of disaster, public calamity, riot or other emergency, the mayor determines that the safety of the public or property requires such revocation. Notice of such action revoking a permit shall be delivered, in writing, to the permittee by personal service or certified mail at the address specified by the permittee in his application. (Ord. 2001-06 § 14)

8.64.150 Violation – Penalty.

A violation of this chapter shall constitute a civil infraction punishable by a civil penalty not to exceed \$250.00. (Ord. 2001-06 § 15)

[Mobile Version](#)

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Lease Amendment #1 – American Behavioral Health Systems for Parkside

DATE: April 9, 2018

Overview: At the December 7, 2017 Council meeting, the City Council took action to consent to the assignment of the lease of Parkside to American Behavioral Health Systems. On Tuesday, April 10th at the last meeting of the North Central Washington Behavioral Health Organization, they will take action to assign the lease to ABHS. As ABHS is dependent on funding contracts in order to operate, they asked that the City's lease with ABHS be subject to funding. This is typical of other city leases or contracts, where they are funding dependent. Lease Amendment No. 1 provides for this change in the term, section 4.1.a.

Action requested: A motion to authorize the Mayor to sign Lease Amendment No. 1 with American Behavioral Health Solutions, Inc. for Parkside.

Return Address:
Steve D. Smith
Davis, Arneil Law Firm, LLP
617 Washington Street
Wenatchee, WA 98801

LEASE AMENDMENT NO. 1

Reference numbers of related documents: 2454034

Grantors/Landlord:

1. CITY OF WENATCHEE

Grantees:

1. AMERICAN BEHAVIORAL HEALTH SYSTEMS, INC.

Legal Description:

1. Parcel A: Ptn S ½ of NE ¼ of NE ¼ of NE ¼ of Sec. 15, T22N, R 20 EWM
2. Parcel B: Lots 1 and 2, Blk. 3, corrected plat of Leaver's Addn to Wenatchee, AFN 538013
3. Parcel C: E 74 ft of the W 161 ft of the S 24 ft of Block 3, Miller's 2nd Addn. Vol. 4 of Plats, pg. 104
4. Parcel D: Blk. 3, Miller's 2nd Addn. to Wenatchee, Volume 4 of Plats, pg. 104
2. Additional legal description is on page 4 of document

Assessor's Property Tax Parcel Account Number(s): 22 20 15 110 050; 22 20 15 700 125

I. PARTIES

1.1 Landlord. City of Wenatchee, a municipal corporation of the State of Washington.

1.2 Tenant. American Behavioral Health Systems, Inc., Assignee of North Central

Washington Behavioral Health, effective on or about April 10, 2018.

II. PRIOR INSTRUMENTS

2.1 Lease. That certain Lease dated February 23, 2017, recorded March 9, 2017, at Chelan County Auditor's File No. 2454034.

III. LEASED PREMISES

3.1 Prior Description of Leased Premises. Suite A consisting of 30,602 square feet, and associated common area and parking located on the real property located at 1230 Monitor Street, Wenatchee, Chelan County, Washington, situated on a portion of the following described premises:

See Exhibit "A" attached hereto and incorporated herein by this reference.

IV. AMENDMENTS TO LEASE

4.1 Amendments. The Lease shall be and hereby is amended as follows:

a. Section 2 "Term" shall be amended to read as follows:

"Term. This Lease shall be for a term of fifteen (15) years commencing January 1, 2017, and expiring on December 31, 2032; provided, however, that Tenant may terminate this Lease on sixty (60) days advance written notice to Landlord if funds for continued fulfillment of its obligations under this Lease are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise."

V. FULL FORCE AND EFFECT

All other terms and conditions, covenants, and amendments to the above-described Lease, unless specifically amended herein, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment No. 1 on the day and year noted below.

LANDLORD:

CITY OF WENATCHEE:

By _____
FRANK L. KUNTZ, Mayor

Dated: _____

TENANT:

AMERICAN BEHAVIORAL HEALTH
SYSTEMS, INC.

By _____

Dated: _____

Its: _____

STATE OF WASHINGTON)

) ss.

County of Chelan)

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

DATED this ____ day of _____, 2018.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires _____

EXHIBIT "A"

PARCEL A:

That portion of the South half of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 15, Township 22 North, Range 20, E.W.M., Chelan County, Washington, described as follows: Beginning at a point on the South line of Miller's Second Addition to Wenatchee, according to the plat thereof, recorded in Volume 4 of Plats, Page 104, 423.14 feet West of the East line of said subdivision, said point being the Westerly right of way of Monitor Street as conveyed to the City of Wenatchee by deed recorded August 26, 1954, under Auditor's No. 487635; thence Southeasterly along said Westerly right of way to a point on the North line of Taplett Addition to Wenatchee, according to the recorded plat thereof, being 375.0 feet West of the East line of said subdivision; thence West on the North line of said Taplett Addition to the Southeast corner of Leaver's Addition, according to the recorded plat thereof; thence Northerly along the East line of said Leaver's Addition, 331.81 feet to the South line of said Miller's Second Addition to Wenatchee; thence East on the South line of said Miller's Second Addition to Wenatchee to the True Point of Beginning.

ALSO TOGETHER with the East 74 feet of the West 161 feet of the South 24 feet of Block 3, Miller's Second Addition to Wenatchee, Chelan County, Washington, according to the plat thereof, recorded in Volume 4 of Plats, Page 104.

ALSO TOGETHER with Block 3, Miller's Second Addition to Wenatchee, according to the plat thereof, recorded in Volume 4 of Plats, Page 104, Chelan County, Washington,

EXCEPT the North 109.42 feet of Block 3, Miller's Second Addition to Wenatchee, according to the plat thereof, recorded in Volume 4 of Plats, Page 104, Chelan County, Washington.

PARCEL B

Lots 1 and 2, Block 3, Corrected Plat of Leaver's Addition to Wenatchee, Chelan County, Washington, according to the plat thereof, recorded in Volume 8 of Plats, Page 32, EXCEPT that portion of said Lot 2 conveyed to the City of Wenatchee for road purposes by deed recorded July 17, 1958, under Auditor's No. 538013.

TO: Frank Kuntz, Mayor
City Council

FROM: Cliff Burdick, Building & Fire Code Official

SUBJECT: Code Enforcement Board Appointments – Cameron de Mestre and Laura Drew

DATE: April 6, 2018

MEETING DATE: April 12, 2018

I. OVERVIEW

The City of Wenatchee Code Enforcement Board consists of five (5) members appointed by a majority of the Wenatchee City Council. Board members serve a two year term. Currently, the Board has two vacant positions. Both positions have been vacant for several years.

At their last meeting, the current Board members and City staff met with two potential candidates who had submitted applications. Following their interviews and discussion, Board members agreed to recommend the appointments of Cameron de Mestre and Laura Drew to the Wenatchee Code Enforcement Board.

II. ACTION REQUESTED

City staff and members of the Code Enforcement Board recommend the City Council pass Resolution No. 2018-17, appointing Cameron de Mestre and Laura Drew to the Wenatchee Code Enforcement Board for a two year term expiring on December 31, 2019.

III. FISCAL IMPACT Submitted to the Finance Committee: No

None, the Code Enforcement Board is made up of volunteer members.

IV. REFERENCE(S)

1. Resolution 2018-17
2. Cameron de Mestre – Commission/Board Application
3. Laura Drew – Commission/Board Application

V. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk



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

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

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

Last Name: de Mestre First Name: Cameron Initial: J

Physical Address: 2100 Yarrow Rd City: Wenatchee Zip: 98801

Mailing Address: Same City: _____ Zip: _____

Day Phone: 509-630-7580 Evening Phone: Same

E-mail: camdemestre@yahoo.com Years lived in Wenatchee Valley: 2

Occupation: Firefighter/ Builder Years of Experience: 9/ 12

Work Address: 24611 116th Ave SE City: Kent Zip: 98030

Education and Formal Training: Some college, Washington State Firefighter Apprenticeship

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

Volunteer/Community Experience:

Organization and Duties: Wenatchee North Rotary Club Length of Service: 1yr
 Organization and Duties: Kent Firefighters Foundation Length of Service: 5yr
 Organization and Duties: Thurston County Fire District 12, Firefighter Length of Service: 2yr
 Organization and Duties: Tennis Youth Baseball, Coach Length of Service: 1yr
 Organization and Duties: CCFD1 Citizens Advisory Group Length of Service: 1yr
 Skills/Special Interests: I spent 12 years working in the home building industry as a project manager. My interests include real estate development and public safety.

Experience related to the Commission/Board: I worked in the construction industry for 12 years, with a company that built 30 to 60 homes annually while also developing our own lots and smaller commercial properties, primarily as a project manager. I have also been a firefighter for the last 9 years in growing communities, and understand the role public safety plays in a community's success.

Why are you seeking this appointment? While new to this community my wife and I consider ourselves stake holders. I have previously been involved in fire district related issues. I see this position as a great opportunity to blend my construction and fire service experiences while continuing to gain experience within our local government.

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

If yes, please explain: _____

REFERENCES

Name: Buell Hawkins
Address: 1845 Maple St #10 City: Wenatchee Zip: 98801
Phone: 509-679-2836 Email: buellhawkins@gmail.com
Occupation: Ag Equipment Sales, County Commissioner (retired) Years known: 1

Name: Wayne Fournier
Address: PO Box 950 City: Tenino Zip: 98589
Phone: 360-280-5421 Email: wfournier@hotmail.com
Occupation: Firefighter, Mayor (City of Tenino) Years known: 24

Name: Lorre Stimac
Address: 630 Valley Mall Parkway #411 City: East Wenatchee Zip: 98802
Phone: 509-670-7653 Email: lorrestimac@hotmail.com
Occupation: Realtor Years known: 1

AFFIDAVIT OF APPLICANT

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

(Signature)
Date: November 27, 2017



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

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

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

Last Name: Drew First Name: Laura Initial: A

Physical Address: 207 Yakima Street Apt 103 City: Wenatchee Zip: 98801

Mailing Address: 207 Yakima Street Apt 103 City: Wenatchee Zip: 98801

Day Phone: 509-699-0522 Evening Phone: 509-699-0522

E-mail: laura@mcfpropertlesgroup.com Years lived in Wenatchee Valley: too long;) 25+

Occupation: Property Manager Years of Experience: 15

Work Address: 119 Okanogan Ave Suite 1 City: Wenatchee Zip: 98801

Education and Formal Training: _____

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

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

Volunteer/Community Experience:

Organization and Duties: Board Member- Renters Association of Wenatchee Length of Service: 3

Organization and Duties: Board Member- City of Wenatchee Code Enforcement Length of Service: 2

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: _____

Experience related to the Commission/Board: _____

Why are you seeking this appointment? I would like to return to the Code Enforcement Board

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

If yes, please explain: _____

REFERENCES


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

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

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

AFFIDAVIT OF APPLICANT

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



(Signature)
Date: 3.20.18



**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: Laura A. Drew

Date: 3.20.18

RESOLUTION NO. 2018-17

A RESOLUTION, appointing members to the Wenatchee Code Enforcement Board for two (2) year terms.

WHEREAS, Cameron de Mestre and Laura Drew have expressed an interest to serve as members of the Wenatchee Code Enforcement Board for two year terms.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following appointments to the Wenatchee Code Enforcement Board for the term noted:

<u>NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Cameron de Mestre 2100 Yarrow Road Wenatchee, WA 98801	December 31, 2019
Laura Drew 207 Yakima Street, #103 Wenatchee, WA 98801	December 31, 2019

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 12th day of April, 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

TO: Frank Kuntz, Mayor
City Council

FROM: Steve King, Economic Development Director
Gary Owen, City Engineer

SUBJECT: Ordinance 2018-09 – Angled Parking

DATE: April 6, 2018

MEETING DATE: April 12, 2018

I. OVERVIEW

The City of Wenatchee and LocalTel have been working together exploring how to partner in the ownership in the Federal Building. The city would utilize a portion of the building for city hall. As part of the feasibility analysis, a parking estimate was performed for the building. Given the building size, it is anticipated that between all of the various tenants approximately __ employees will work at the building when it is fully operated.

The city went through a downtown parking study analysis process in 2016 and 2017. Through that analysis, a recommendation was formed to develop permit parking for certain areas of downtown to facilitate employee parking in locations that are underutilized. The Federal Building redevelopment will require additional parking in the vicinity. Given the street configuration, angled parking lends itself well in this area. In addition, the city is proposing that angled parking on Methow and Kittitas streets be back in angle parking to facilitate bicycle safety.

II. ACTION REQUESTED

Staff recommends the City Council adopt Ordinance 2018-09 amending Wenatchee City Code (WCC) 6B.06.155 to authorize angle parking on a portion of South Methow Street, Kittitas Street, and Yakima Street in the City of Wenatchee, and amending WCC 6B.06.150 (2) (c) to allow back-in angle parking if authorized by appropriate signage.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

Road improvement are incorporated into the Federal Building project budgeting.

IV. PROPOSED PROJECT SCHEDULE

Parking improvements are anticipated with the remodel in 2020.

V. REFERENCE(S): Ordinance 2018-09

VI. ADMINISTRATIVE ROUTING

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

ORDINANCE NO. 2018-09

AN ORDINANCE, amending Wenatchee City Code (WCC) 6B.06.155 to authorize angle parking on a portion of South Methow Street, Kittitas Street, and Yakima Street in the City of Wenatchee, and amending WCC 6B.06.150 (2) (c) to allow back-in angle parking if authorized by appropriate signage.

WHEREAS, angle parking exists in certain areas of the downtown area in the City of Wenatchee; and

WHEREAS, parking space is limited and the need for additional parking has been identified in the City of Wenatchee; and

WHEREAS, LocalTel Communications and the City of Wenatchee are in partnership in the re-development of the Wenatchee Federal Building; and

WHEREAS, the City has determined that angle parking is appropriate on Methow Street, Kittitas Street, and Yakima Street adjoining the Federal Building property; and

WHEREAS, the City will perform street improvements to create angled parking along with pedestrian improvements; and

WHEREAS, pursuant to RCW 46.61.575 (3), the City Council of the City of Wenatchee, being the legislative body of said City, may authorize angle parking on any street that is not a federal-aid highway or state highway. **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE DO ORDAIN** as follows:

SECTION I

That WCC 6B.06.155 shall be and hereby is amended to read as follows:

- (a) Angle parking shall be permitted on the westerly side of South Columbia Street in the 500 block;
- (b) Angle parking shall be permitted on the easterly side of the 200 block of South Methow Street, the northerly side of the 300 block of Kittitas Street, and the southerly side of the 300 block of Yakima Street.
- (c) Final design and the improvement configurations shall be reviewed and approved by the Public Works Department prior to implementation of angle parking authorized herein.

SECTION II

The angle parking authorized on the 200 block of South Methow Street, the northerly side of the 300 block of Kittitas Street, and the southerly side of the 300 block of Yakima Street is generally depicted on Exhibit “A” attached hereto and incorporated herein by this reference.

SECTION III

That WCC 6B.06.150 (2) (c) shall be and hereby is amended to read as follows:

No person shall back a vehicle, other than a motorcycle, into a space signed or marked for angle parking unless signage specifically allows back-in parking.

SECTION IV

If any section, subsection, clause or sentence of this Ordinance shall be held unconstitutional or invalid, such holding shall not affect the validity of the remaining provisions of this Ordinance.

SECTION V

This Ordinance shall take effect from and after its passage thirty (30) days from and after publication as provided by law.

**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

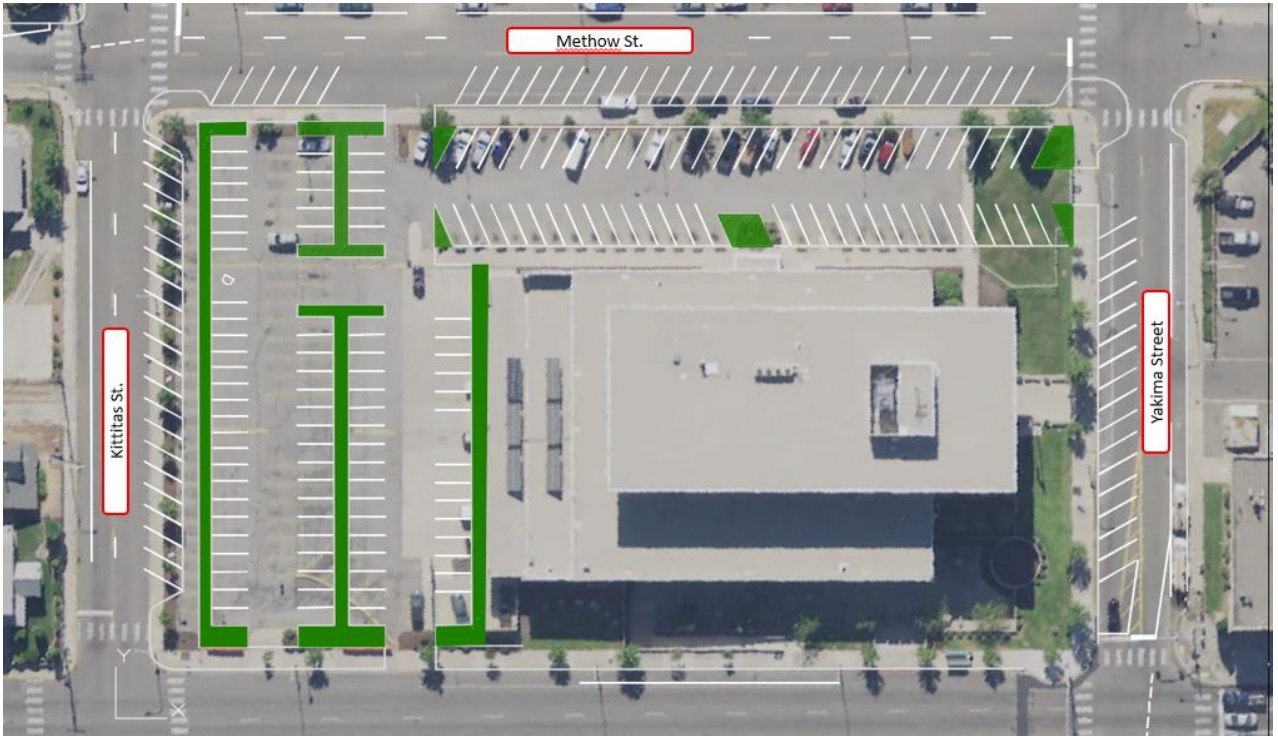
ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:


By: _____
STEVE SMITH, City Attorney

Exhibit A



**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Matt Leonard, Public Works Director
 Gary Owen, City Engineer

SUBJECT: SR 285- N Wenatchee Avenue Improvements – Pre-design
City Project No. 1720: Special Transportation Planning Study Agreement

DATE: April 6, 2018

MEETING DATE: April 12, 2018

I. OVERVIEW

In late 2017 the city council authorized the Mayor to approve a design contract with KPG Interdisciplinary Design for North Wenatchee Avenue Transportation Planning. The work primarily covers pre-design services including: corridor and intersection traffic operations modeling, roadway and intersection design alternatives development, ITS research and design, transit and intermodal design alternatives analysis, urban identity and gateway design, and public/stakeholder involvement for future improvements on SR 285 North Wenatchee Avenue.

The purpose of this project is to identify project improvements to be funded with Connecting Washington funds administered through the WSDOT. The project is a partnership between the City and WSDOT, and the WSDOT committed to advancing an unspecified amount of their Connecting Washington funding last year to the effort. Staff negotiated an agreement with KPG for \$375,000 last year which included a provision that costs not exceed \$100,000 without written authorization from the City. As of March 30, \$88,000 has been expended on this contract. The WSDOT has authorized an advance of \$236,501 in Connecting Washington funding via the attached agreement GCB 2947. With this agreement, total approved revenue for this project is \$336,501. Staff is recommending an additional \$38,499 in arterial street funding to fill the gap between the KPG agreement and current approved funding.

II. ACTION REQUESTED

Staff recommends the City Council approve the special transportation planning study agreement with the WSDOT (GCB 2947), and authorize the Mayor to sign the agreements on behalf of the city.

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

This action brings us closer to fully funding our agreement with KPG. In 2017, the Finance Committee authorized a budget of \$100,000.00 of funds from the Cities Arterial Street Fund to begin the project. GCB 2947 provides \$236,501 for the project bringing total funding to \$336,501. The total cost of the agreement with KPG is \$375,000 including a management reserve fund. Staff recommends fully funding the project which is now short \$38,499 and has

COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT

prepared and will present a formal project budget amendment (attached) to the finance committee on April 12 prior to the City Council meeting.

IV. PROPOSED PROJECT SCHEDULE

GCB 2947 expires at the end of 2018. The pre-design agreement with KPG is expected to wrap up in October of 2018. Design of these Connecting Washington Improvements is expected to begin in 2019, with right-of-way phase beginning in 2020, and the Construction beginning in 2023.

V. ATTACHMENTS

1. Special Transportation Planning Study Agreement GCB 2947
2. WSDOT Project Website clip
3. Project Budget Amendment

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Ruta Jones, Administrative Assistant
Rachael Ivie, PW Business Manager
Brad Posenjak, Finance Director

Special Transportation Planning Study Agreement Work by City Of Wenatchee - Actual Cost		Organizations and Address City of Wenatchee P.O. Box 519 Wenatchee, WA 98807-0519
Agreement Number GCB 2947	Total Amount Authorized \$236,501.	Project Title and Description SR 285 / Connecting Washington North Wenatchee Avenue Improvements – Preliminary Engineering (See Exhibit A.)
Project Manager Terry Mattson	Agreement Expiration Date December 31, 2018	

This Agreement, made and entered into between the Washington State Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called "WSDOT," and the City Of Wenatchee, hereinafter called the "CITY", individually referred to as the "PARTY" and together referred to as the "PARTIES."

RECITALS

- A. The PARTIES recognize the need for Transportation Preliminary Engineering, described above, hereinafter called the Project, and
- B. It is deemed in the best interest of WSDOT, and CITY to participate in funding said Project for the mutual benefit of local and state roadway planning in the SR 285/ Connecting Washington North Wenatchee Avenue Improvements, and
- C. The Parties, Chelan Douglas Transportation Council hereinafter "CDTC", LINK Transit and various other partners have been working on identifying solutions to SR 825/North Wenatchee Avenue for many years. Improving this section of roadway has been identified as the number one regional priority for the Chelan Douglas Transportation Council and this section has been awarded federal and state funding to help improve mobility and safety; and
- D. WSDOT will participate in the funding of this project as specified in Exhibit B, and
- E. The PARTIES now wish to define responsibility for the preparation of this Project,

Now Therefore, in consideration of the terms, conditions, covenants and performances contained herein, and the Exhibits which are attached hereto and by this reference made a part hereof it is mutually agreed as follows:

1.0 Scope of Work

- 1.1 The CITY shall undertake the preparation of the Project described above, which shall include the work set forth in Exhibit "A," attached hereto.

2.0 Schedule

- 2.1 The Project shall commence upon execution of this Agreement and shall last until the expiration date listed above.

3.0 Payment

- 3.1 WSDOT agrees to contribute to funding of the Project as outlined in Exhibit "A". The maximum amount that WSDOT contributes for this Project shall not exceed the "Total Amount Authorized" listed above. Payment shall be made as set forth in Exhibit "B." All costs must be consistent with the Federal cost principles contained in OMB Circular A-87.

3.2 The CITY shall submit to WSDOT requests for funds as they are expended on the Project, but not to exceed one such request every month. Such requests for reimbursement shall document the amount of funds that have been expended during the period for the total Project, as well as for the current billing period. WSDOT shall review and approve each request for payment in an expeditious manner and shall make payment within 30 days after approval of the payment request.

3.3 WSDOT agrees to reimburse the CITY for work performed after January 1, 2018 if it is eligible in accordance with Exhibit B.

4.0 Reports

4.1 A final report documenting the Project, including interim reports which provide documentation of all technical data and their analysis, shall be prepared by the CITY in consultation with WSDOT. This report will be made available in draft form for comments, and a final copy of the Project will be provided in a PDF format to WSDOT.

5.0 Modifications

5.1 Either party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

6.0 Audits, Inspection, and Retention of Records

6.1 All Project records in support of all costs incurred and actual expenditures kept by the CITY are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and WSDOT.

6.2 WSDOT, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the CITY's records with respect to all matters covered by this contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this contract. All documents, papers accounting records, and other material pertaining to costs incurred in connection with the Project shall be retained by the CITY for six years after the CITY's written notice that the project is complete and the Agreement is terminated. Copies thereof shall be furnished if requested.

6.3 In accordance with OMB Circular A-128 regulations, the CITY is required to arrange for audit of funds expended when requested.

7.0 Termination

7.1 If it is considered in the best interests of the CITY or WSDOT, the CITY or WSDOT may terminate this Agreement upon giving ten (10) days notice in writing to the PARTIES. If this Agreement is so terminated prior to fulfillment of the terms stated herein, the CITY shall be reimbursed only for actual expenses and non-cancelable obligations, both direct and indirect, incurred to the date of termination.

8.0 Legal Relations

8.1 The CITY shall comply with all Federal, State and Local Laws and Ordinances applicable to the work to be done under this Agreement.

8.2 Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

9.0 Liability

9.1 No liability shall attach to WSDOT or the CITY by reason of entering into this Agreement except as expressly provided herein.

10.0 Equal Employment Opportunity

10.1 The CITY agrees to abide by all State and Federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, Project record keeping, audits, inspection, and retention of records.

11.0 Severability

11.1 If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year last written below.

CITY OF WENATCHEE		APPROVED AS TO FORM	
By:		By:	
Printed:		Printed:	
Title:		Title:	
Date:		Date:	
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION		APPROVED AS TO FORM	
By:		By:	
Printed:		Printed:	
Title:		Title:	
Date:		Date:	

GCB 2947

EXHIBIT A

Scope of Work

Introduction and Background:

The goal of this preliminary engineering study is to refine and pre-design projects that were identified at a concept level in the SR 285 North Wenatchee Transportation Master Plan and to look at other potential improvements to the corridor from Miller Street to the Wenatchee River Bridge on SR 285, hereinafter the (Corridor). The Transportation Master Plan was adopted by the Chelan Douglas Transportation Council in 2011 and sets regional transportation policy and priorities for the greater Wenatchee Valley. It will also integrate concepts from other applicable comprehensive and master plans that affect the Corridor.

In general, some of the major items of work that are anticipated as part of the project are as follows:

- Delivery of the Project
- Coordination with the City of Wenatchee, LINK and other public agencies
- Develop a plan for a robust public outreach process and then implement the plan and coordinate the results with the preliminary design.
- Further, define and evaluate alternatives for the improvements identified at a concept level in the SR 285 North Wenatchee Transportation Master Plan and to look at other potential improvements to the Corridor. This will include NW-1 through NW-30 projects, but the emphasis of this design effort will be focused on projects that are directly related to the design of the Corridor.
- Evaluate the transit queue-jump concept identified in the form and function study and integrate this design feature into the pre-design deliverables.

Below is the detailed Scope of Work for this project. Tasks are generally arranged in chronological order and can be broken into the following categories. Task 5 is not included since it is not part of this Agreement:

- Task 1: Project Management
- Task 2: Survey, Mapping, and Existing Right of Way
- Task 3: Agency Stakeholder Coordination
- Task 4A: Transportation and Multimodal Analysis (Outreach Preparation)
- Task 4B: Transportation and Multimodal Analysis (Final)
- Task 6A: Preliminary Engineering Design (Outreach Preparation)
- Task 6B: Preliminary Engineering Design (Final)
- Task 7A: Proposed Right-of-Way (Outreach Preparation)
- Task 7B: Proposed Right-of-Way (Final)
- Task 8: Public Outreach Plan and Implementation

TASK 1 -PROJECT MANAGEMENT

(25% City 75% WSDOT Cost Responsibility)

Objective: Provide management staff and resources, monitor the project budget and project schedule, manage the quality of deliverables, and provide coordination with other agencies.

Assumptions:

1. Invoices and progress reports will be submitted monthly which includes labor

classification, number of hours, and direct costs.

WSDOT North Central Region Task Responsibilities:

1. Facilitate coordination with other agencies.

Deliverables:

1. Monthly progress reports.
2. Monthly invoices.

**TASK 2 -SURVEY, MAPPING, AND EXISTING RIGHT OF WAY
(100% WSDOT Cost Responsibility)**

Objective: Produce a site-specific aerial base-map with survey control and right of way tied to monuments. The goal will be to produce an accurate aerial base-map suitable for preliminary design that can be supplemented with additional survey in the future for final design.

City of Wenatchee Task Responsibilities:

1. Survey crew field work to find monuments and calculate right of way centerline and right of way lines along the project Corridor. This work will be suitable for use in final project design.
2. Survey crew field work to perform localized survey in specific areas that require additional detail such as building corners, walls, and signs. This work will be suitable for use in final project design.
3. Create an aerial base-map that is tied to survey control and incorporates calculated right-of-way and limited topographic field survey as described above.
4. Create a design surface based on LIDAR provided by the City of Wenatchee.
5. The City will provide data for the Corridor, recent aerial photos, pertinent survey control information, as-builts or other information that would aid in the creation of a base-map.

Assumptions:

1. The survey limits will not extend beyond the project areas described in "Task 6A-Preliminary Engineering Design"
2. Aerial base-map will be suitable for use as a background such that features will approximately align with road centerline and right of way (i.e. fences, building faces and painted road centerlines).

**TASK 3 -AGENCY STAKEHOLDER COORDINATION
(25% City 75% WSDOT Cost Responsibility)**

Objective: Conduct outreach and coordination with a targeted group of project stakeholders who play an essential role in geometric design considerations for the preliminary engineering design, and the planning and implementation of the public outreach process.

City of Wenatchee Task Responsibilities:

1. Coordinate meetings, phone calls, and exchange emailed information with the following organizations:
 - a. WSDOT
 - b. CDTC
 - c. Link Transit
 - d. Chelan County PUD
2. Develop design solutions that meet the needs of agency stakeholders as needed and incorporate stakeholder input into the preliminary design.
3. Communicate and discuss the preliminary design with agency stakeholders and work with each to achieve approval and support for the preferred design.
4. Incorporate stakeholder input and comments into the preliminary design.
5. The City will attend meetings as needed, make introductions, and provide direction for interaction with each organization.

**TASK 4A- TRANSPORTATION & MULTIMODAL ANALYSIS
(OUTREACH PREPARATION)
(100% WSDOT Cost Responsibility)**

Objective: Analyze existing and future transportation conditions including multimodal needs and facilities, and develop traffic operations models to determine channelization, signal phasing and turn lane lengths to accurately determine geometry and signalization requirements for the preliminary engineering design.

City of Wenatchee Task Responsibilities:

1. Review relevant traffic studies and transportation plans.
2. Request and analyze the most recent five (5) years of historical collision data for the Corridor from available WSDOT data. Review existing pedestrian crossing locations including type of facilities, signage, distance between crossings, signal timing, transit access needs, and pedestrian and driver expectations and behaviors.
3. Evaluate bicycle needs and improvements to connect North Wenatchee Avenue to the local and regional transportation system.
4. Assess transit Corridor needs for existing and future conditions. Discuss with Link Transit staff about transit goals and operating metrics. Evaluate existing transit operations and plans for bus rapid transit, transfer points and the future transit center. The evaluation will address transit operational and determine intersection improvements such as Business Access and Transit (BAT) lanes, transit queue jumps and transit signals as they relate to existing and future transit stops and service levels.
5. Update existing traffic conditions along North Wenatchee Avenue at these locations:
 - Horselake Road/Duncan Road
 - McKittrick Street
 - Maiden Lane
 - Maple Street
 - Miller Street
 - Walnut Street/Hawley Street

6. Develop solutions for 2040 design year for peak hour traffic forecasts for study intersections along the Corridor based on available travel demand models and forecasts. Traffic volumes will be developed to reflect future 2040 conditions on North Wenatchee Avenue with and without Confluence Parkway.
7. Analyze existing and future 2040 traffic conditions during the PM peak hour. The analysis will use Synchro software and traffic simulation to evaluate Corridor operations for baseline conditions and up to three (3) improvement alternatives. This will include analysis of intersection operations, pedestrian/bicycle and multimodal facilities, transit operations analysis, intersection analysis of transit queue jumps, U-turn access controls and other improvements that affect Corridor operations, and estimates of vehicle queues and turn pocket length recommendations.
8. Summarize information and prepare materials for public outreach throughout the design process.

Assumptions:

1. Modeling will be setup so that it can readily be updated and fine-tuned under a future scope of work, once the CDTC data is available.
2. The City will provide necessary traffic counts data for this project.
3. Synchro (version 9) will be used in the traffic analysis.

City of Wenatchee Task Responsibilities:

1. Provide available traffic count data and Synchro models for the North Wenatchee Corridor.
2. Provide copies of recent travel forecasts including the 2040 forecasts developed for the North Wenatchee Master Plan (Transportation Assessment of Alternatives Memorandum, June 2015).
3. Provide copies of recent developer traffic studies along the Corridor.
4. Provide signal timing plans for signals along North Wenatchee Avenue.

**TASK 4B - TRANSPORTATION & MULTIMODAL ANALYSIS (FINAL)
(100% WSDOT Cost Responsibility)**

Objective: Evaluate the results of the public outreach and incorporate input from the community. Update transportation analysis in support of preferred design alternatives identified through the outreach process. Incorporate updated travel forecast data into the traffic models and develop a final transportation report that documents the findings and recommendations of the study.

City of Wenatchee Task Responsibilities:

1. Revise the traffic analysis and Corridor assumptions based on the results of the public outreach process and public input.
2. Obtain and incorporate the updated CDTC forecasts. Review the design year traffic model based on the revised volumes from the CDTC forecasts.

3. As necessary, update the traffic operations model and update the traffic operations analysis based on the updated forecasts. Identify how traffic conditions may have changed and review the potential modifications required to the preliminary design alternatives.
4. Develop draft and final transportation report that documents the findings and recommendations of the study.

Assumptions:

1. The CDTC is planning to update the travel forecasts along the Corridor Spring 2018.

TASK 5A and 5B- Not Included in Agreement (100% City Cost Responsibility)

**TASK 6A- PRELIMINARY ENGINEERING DESIGN (OUTREACH PREPARATION)
(100% WSDOT Cost Responsibility)**

Objective: Provide preliminary engineering layouts and evaluate design alternatives for improvements along the North Wenatchee Avenue Corridor, extending from Miller Street to the Wenatchee River Bridge. Preliminary design will focus on projects identified in the North Wenatchee Transportation Master Plan that directly impact the North Wenatchee Avenue Corridor. Efforts will be geared towards preparing for the public outreach process.

City of Wenatchee Task Responsibilities:

1. Provide preliminary geometric design of the North Wenatchee Avenue Corridor, focusing on the following individual project areas. Specific project designations from the North Wenatchee Transportation Master Plan are shown in parenthesis where applicable.
 - a. North Wenatchee Avenue - South Miller to Wenatchee River (NW 1)
 - b. McKittrick Street Intersection and RR Undercrossing (NW 2 & NW 21)
 - c. Maiden Lane/Horse Lake Road Frontage Access (NW 7)
 - d. Maiden Lane/North Wenatchee Avenue Intersection (NW 8)
 - e. Access and Circulation from Hawley to Maple (NW 9)
 - f. Maple Street/North Wenatchee Avenue Intersection & Miller Street/North Wenatchee Avenue Intersection (NW 22 & NW 23)
 - g. North Wenatchee Avenue./Miller Street Traffic Signal Systems (5th Street to Horselake Road) (NW 25)
 - h. NW 28, Intercity & Local Transit Service, and North Wenatchee Avenue Transit Stops and Shelters (NW 28, NW 29, and NW 30)
2. Using the information developed in the transportation analysis (Task 4), layout transit queue jump lanes and intersection geometry that will accommodate U-turns at each intersection. Specific intersections include: Horselake Road, Maiden Lane, Walnut/Hawley Street, & McKittrick Street.
3. Develop and evaluate two alternative intersection configurations at the intersections of Miller Street/Maple Street & North Wenatchee Avenue.
4. Develop conceptual layout for the proposed McKittrick Street grade separated railroad crossing. Portions of this work will be completed by sub-consultants. An allowance of \$10,000 has been included in the budget for structural, railroad,

environmental, and/or geotechnical input.

5. Identify locations for transit stops and coordinate with Link Transit to develop preliminary engineering design for bus stop locations and amenities.
6. Evaluate options for ITS improvements along the Corridor (including areas beyond the project limits as coordinated and jointly determined with WSDOT) and provide preliminary recommendations for improvements.
7. Prepare materials, graphics, and information to be used in the various public outreach related tasks.

Assumptions:

1. Preliminary design will focus primarily on establishing an accurate plan view layout of necessary improvements (proper lane widths, tapers, pocket lengths, etc.)
2. Design will be limited to horizontal layout. No vertical design will be completed.

City of Wenatchee Task Responsibilities:

1. Provide collaboration on goals and priorities to provide a successful Corridor design for all stakeholders.

**TASK 6B PRELIMINARY ENGINEERING DESIGN (FINAL)
(100% WSDOT Cost Responsibility)**

Objective: Evaluate the results of the public outreach and incorporate input from the community into the design of the individual project areas. Finalize the preliminary engineering design of the individual projects and phasing strategies, and develop cost estimates for budgeting.

City of Wenatchee Task Responsibilities:

1. Evaluate the results of the public outreach process and revise the preliminary designs in response to input from the community.
2. Finalize the geometric design of the projects for the preferred design.
3. Finalize the design of individual intersections for each preferred design, and finalize the ITS preferred design improvements that were generated in Task 6A for the Corridor, including areas outside the project limits as coordinated with WSDOT.
4. Delineate individual projects and assemble a plan for Project phasing.
5. Develop cost estimates for the preferred designs for the Project that are suitable for accurate budgeting and grant applications, including costs for final design engineering, right of way acquisition (See Task 7A & 7B- Proposed Right of Way), construction, and construction administration.
6. Provide collaboration on goals and priorities to provide a successful Corridor design for all stakeholders.

Assumptions:

1. Preliminary design will focus primarily on establishing an accurate plan view layout of necessary improvements (proper lane widths, tapers, pocket lengths, etc.)
2. Design will be limited to horizontal layout. No detailed vertical design will be completed.
3. The ultimate delineation of individual projects and project phasing may not correspond to the individual project limits identified in the North Wenatchee Transportation Master Plan.

**TASK 7A- PROPOSED RIGHT OF WAY (OUTREACH PREPARATION)
(75% City 25% WSDOT Cost Responsibility)**

Objective: Provide a summary of impacts, information, and graphics that can be used for the public outreach.

City of Task Wenatchee Responsibilities:

1. Estimate right-of-way, permanent easement, and temporary easement areas needed to accommodate the preliminary engineering design.
2. The City will provide information about pending redevelopment that bears upon right of way needs or estimated costs.

Assumptions:

1. This scope of work will not include detailed parcel research, and title reports will not be ordered or reviewed.
2. Summary of impacts will be based on professional experience. Appraisals and other detailed cost review will not be completed under this scope of work.

**TASK 7B - PROPOSED RIGHT OF WAY (FINAL)
(25% City 75% WSDOT Cost Responsibility)**

Objective: Make final revisions to the summary of impacts produce preliminary design level right of way cost estimates that can be used for budgeting and for securing grant funds.

City of Wenatchee Task Responsibilities:

1. Update the proposed right-of-way, permanent easement, and temporary easement areas needed to accommodate the preferred preliminary engineering design.
2. Update the preliminary design level summary of impacts based on the final preliminary design layout (work to be performed by a sub-consultant).
3. Provide a cost estimate for right-of-way acquisition.
4. The City will provide information about pending redevelopment that bears upon right of way needs or estimated costs.

Assumptions:

1. This scope of work will not include detailed parcel research, and title reports will not be ordered or reviewed.

2. Right of way cost estimates and summary of impacts will be based on professional experience. Appraisals and other detailed cost review will not be completed under this scope of work.
3. Right of way cost estimates and summary of impacts will be provided for only one preferred design alternative.

TASK 8 - PUBLIC OUTREACH PLAN AND IMPLEMENTATION (100% WSDOT Cost Responsibility)

Objective: Develop an initial press release to announce the beginning of the preliminary design process if needed. Develop a plan for extensive public and stakeholder outreach that serves as an outline for effective communication of design ideas to the public, as well as an overall vision of how the public involvement process should unfold in order to be successful. Implement each step of the outreach plan, document the process, and summarize the results.

City of Wenatchee Task Responsibilities:

1. Preparation of press releases and public announcements.
2. Develop a specific plan for a broad public involvement program. The plan will outline the process and timeline for public and stakeholder outreach.
3. Provide regular project updates.
4. Prepare for, attend, and facilitate (1) public open house/workshop.
5. Prepare for, attend, and facilitate (1) informal outreach event. For example a farmer's market booth, or other "drop-in" type event along the Corridor.
6. Provide content for (1) online presentation platform/virtual open house.
7. Prepare for, attend and present at up to (3) stakeholder committees, boards, or commissions as needed.
8. Produce and package materials for each public involvement meeting, including:
 - i. Project goals as established in the public outreach plan and with the support of agency stakeholders.
 - ii. Technical preliminary design plans, roadway sections, and illustrative plan scroll plots that communicate the project layout and the potential impacts.
 - iii. Illustrative perspectivesketches.
 - iv. Supporting documentation for traffic analysis and preliminary design.
9. Prepare a summary report to document the public involvement process and include an analysis of public comment and feedback.
10. Collaborate for approvals of outreach plan with City officials.
11. Coordination of Stakeholder Committee(s), Board/ Commissions, business and property owners meeting dates/locations.
12. Meeting room and venue arrangements for meetings and events.

GCB 2947 EXHIBIT B
BUDGET SUMMARY STATE AND CITY OF WENATCHEE
SR 285 / CONNECTING WASHINGTON NORTH WENATCHEE AVENUE PRELIMINARY DESIGN
DATE: February 21, 2018

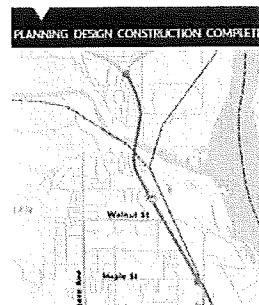
Description	City of Wenatchee Estimate	City Funds 25%	City Funds 75%	City Funds 100%	WSDOT Funds 25%	WSDOT Funds 75%	WSDOT Funds 100%
Task 1 - Project Management	\$5,396	\$1,349.00				\$4,047.00	\$15,536
Task 2 - Survey, Mapping, and Existing Right of Way	\$15,536					\$14,646.00	\$30,788
Task 3 - Agency Stakeholder Coordination	\$19,528	\$4,882.00					\$19,988
Task 4A - Transportation and Multimodal Analysis (Outreach Preparation)	\$30,788						
Task 4B - Transportation and Multimodal Analysis (Final)	\$19,988						
Task 5A - Urban and Multimodal Design (Not included in Agreement)	\$49,380			\$49,380			
Task 5B - Urban Design Concepts (Not included in Agreement)	\$24,240			\$24,240			
Task 6A - Preliminary Engineering Design (Outreach Preparation)	\$51,156						\$51,156
Task 6B - Preliminary Engineering Design (Final)	\$21,036						\$21,036
Task 7A - Proposed Right-of-Way (Outreach Preparation)	\$15,664		\$11,748		\$3,916		
Task 7B - Proposed Right-of-Way (Final)	\$8,400		\$6,300		\$2,100		
Task 8 - Public Outreach Plan and Implementation	\$87,824	\$21,956.00				\$65,868.00	\$7,420
Total Reimbursable Expenses	\$7,420	\$28,187	\$18,048	\$73,620	\$6,016	\$84,561	\$145,924
	\$356,356		\$119,855			\$236,501	
		CITY OF WENATCHEE RESPONSIBILITY				WSDOT and CITY OF WENATCHEE AGREEMENT	

SR 285 - North Wenatchee Area Intersection Improvements

Status

Winter 2017-18

- This project will relieve congestion and provide safety enhancements on SR 285 North Wenatchee Avenue and US 2 in Olds Station.
- Between now and 2019 the Chelan/Douglas Transportation Council has funding to refine the proposed projects into a specific plan and timeline.



[View larger map](#)



[View more photos](#)

Proposed solutions on North Wenatchee Avenue are anticipated to include modifying intersections to improve turn radii, providing U-Turns, eliminate section of the Two Way Center Lane Left Turn Lane to construct raised medians, pedestrian and transit improvements, upgrades to lighting and signal systems, and ITS improvements. The proposed solution on US 2 at Easy Street includes removing the existing signal and constructing a round-a-bout with pedestrian and bicycle facilities.

Why is WSDOT addressing safety and congestion through this corridor?

As population and traffic has increased, backups several times a day have become commonplace and collisions have risen as drivers attempt unsafe maneuvers to get where they want to go.

The End Result

A smoother commute through a safer corridor.

Project Benefits

Limiting access and providing transit, bicycle and pedestrian facilities as well as an additional lane at some locations will improve mobility, reducing congestion and driver frustration.

What is the project timeline?

- Design 2019 through 2023
- Right of Way 2020 through 2025
- Construction 2023 through 2027

Funding

Financial Data for PIN 228531B

Funding Source	Amount (\$ in thousands)
2003 Gas Tax (Nickel Funding)	\$0
2005 Gas Tax (TPA)	\$0
Pre-Existing Funds (PEF)	\$0
CWA	\$23,000
Total	\$23,000

How can I get more information?

Contact:
 David Bierschbach, P.E.
 North Central Region
 Assistant Region Administrator for Engineering
 509-667-3030
 BierscD@wsdot.wa.gov

2018 Capital Improvement Project Budget

Date: April 9, 2018

Project Name: SR285 - North Wenatchee Avenue Improvements Pre-design Project Category: Arterial

Project Description: Corridor predesign services including: Corridor and intersection traffic operations modeling, roadway and intersection design alternatives development, ITS research and design, transit and intermodal design alternatives analysis, urban identity and gateway design, and public/stakeholder involvement for future improvements on SR 285 North Wenatchee Avenue.

Lead Engineer:	<u>Leonard/Owen</u>	Start Year:	<u>2017</u>
Assigned Department:	<u>Public Works</u>	End Year:	<u>2018</u>
Total Project Budget:	<u>\$375,000</u>	Project Number:	<u>1720</u>
2018 Budget:	<u>\$375,000</u>	Total City Funding:	<u>\$100,000</u>
		Other Funding:	

Revenue Notes and/or Requests for Budget Changes:

\$100,000 of Arterial Street Funding was approved by finance committee in 2017. Staff entered into \$375,000 agreement with KPG afterward knowing WSDOT funding for the majority was probably. Final draft of WSDOT funding assistance is \$236,501 leaving a funding gap of \$38,499 to fully fund current KPG agreement.

Project Expenditures by Category	Current Budget	Budget Amendment	Prior Years Spent	ESTIMATES				Project Total
				2017	2018	2019	2020	
Design Engineering	100,000	275,000	-		375,000			375,000
Right of Way Acquisition								-
Construction								-
Construction Engineering								-
Miscellaneous								-
Art Fund								-
Total Project Expenditures	100,000	275,000		-	375,000			375,000

Project Revenues by Category		Current Budget	Budget Amendment	Prior Years	ESTIMATES				Project Total
					2017	2018	2019	2020	
Fund:	#109 - Arterial Streets	100,000	38,499			138,499			138,499
Fund:	#401 - Sewer								
Fund:	#410 - Storm Drain Utility								
Fund:	#111 - Overlay								
Fund:	GCB 2947	-	236,501			236,501			236,501
GRANTS:									
	Federal								
	Complete Streets								
Total Project Revenues		100,000	275,000		-	375,000			375,000

Approved: _____ Date: _____

TO: Frank Kuntz, Mayor
City Council

FROM: Matt Leonard, Public Works Director
Rob Jammerman, Utilities Manager

SUBJECT: Project No. TBD N. Miller Street Storm Drainage Line Replacement
Authorization to Negotiate Contract for Design Services

DATE: April 9, 2018

MEETING DATE: April 12, 2018

I. OVERVIEW

This contract covers providing design services for replacement of approximately 1600 feet of 42-inch storm drainage line in N. Miller Street from N. Wenatchee Avenue to N. Chelan Avenue (see map on page 2). The design will include removal and replacement of the 42-inch storm drainage line with a 60-inch storm line in advance of the WSDOT project to grind and overlay this portion of N. Miller Street in 2018.

The selection process will be conducted in accordance with Chapter 39.80 RCW – Contracts for Architectural and Engineering Services.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to negotiate with a design consultant for design services for the N. Miller Street storm drainage line replacement (Project No. TBD), and further authorize the Mayor to sign a contract on behalf of the City.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

Project Budget

The Finance Committee has been asked to authorized a budget of \$50,000 funds from the #410 Storm Drain Utility Fund to be used for these design services.

IV. PROPOSED PROJECT SCHEDULE

Staff anticipates that draft recommendations for improvements will be provided in June 2018.

V. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Gary Owen, City Engineer
Brad Posenjak, Finance Director

Attachment

N. Miller Street Storm Drainage Line Replacement Project Limits

