



WENATCHEE CITY COUNCIL
Thursday, September 27, 2018
Wenatchee City Hall
129 South Chelan Avenue
Wenatchee, WA 98801

AGENDA

5:15 p.m. Regular Meeting

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

2. Consent Items:

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

Vouchers:

Claim checks #187597 through #187676 in the amount of \$408,308.45 for September 13, 2018

Payroll distribution in the amount of \$407.96 for September 17, 2018

Payroll distribution in the amount of \$334,870.00 for September 20, 2018

Payroll (retirees) distribution in the amount of \$11,661.81 for September 28, 2018

3. Citizen Requests/Comments.

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

4. Presentations.

- Public Power Week Proclamation
- Outstanding Waste Water Treatment Plant Award

5. Action Items.

- A. Model Business License Ordinance
Presented by Finance Director Brad Posenjak

Motion to adopt Ordinance No. 2018-29, amending Chapter 5.76 of the Wenatchee City Code relating to business licenses.

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

B. Washington State Department of Historic Preservation Grant Agreement
Presented by Planning Manager Stephen Neuenschwander

Motion for City Council to authorize the Mayor to sign the grant agreement with the Washington State Department of Historic Preservation for a reconnaissance level survey of the 900 Block of Highland Drive.

6. Reports.

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

7. Announcements.

8. Adjournment.



DRAFT

WENATCHEE CITY COUNCIL
Thursday, September 13, 2018
Wenatchee City Hall
129 South Chelan Avenue
Wenatchee, WA 98801

MINUTES

In attendance:

Mayor Frank Kuntz
Councilmember Ruth Esparza
Councilmember Lyle Markhart
Councilmember Keith Huffaker (via phone)
Councilmember Mark Kulaas (via phone)
Councilmember Linda Herald
Councilmember Mike Poirier

Staff in attendance:

Executive Services Director Allison Williams
Assistant City Attorney Danielle Marchant
City Clerk Tammy Stanger
IS Support Tim McCord
Parks, Recreation & Cultural Services Director David Erickson
Economic Development Director Steve King
Public Works Director Rob Jammerman
City Engineer Gary Owen
Community Development Director Glen DeVries
Engineering Services Manager Jacob Huylar
Utilities Manager John Ricardi
Finance Director Brad Posenjak

5:15 p.m. Regular Meeting.

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

Mayor Frank J. Kuntz called the regular meeting of the Wenatchee City Council to order at 5:15 p.m. Councilmember Mike Poirier led the Pledge of Allegiance. The excused absence of Councilmember Jim Bailey was noted for the record. Councilmembers Kulaas and Huffaker participated in the meeting via phone conference.

2. Consent Items.

- Motion to approve agenda, vouchers, and minutes from previous meetings.
- Resolution No. 2018-32, revising the regular meeting schedule for November and December 2018.

Motion by Councilmember Ruth Esparza to approve the consent agenda items.
Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).

3. Citizen Requests/Comments.

Manuel Valencia, on behalf of the United Neighbors Association, thanked the City Council for their support of the improvements in South Wenatchee. They are very pleased with more police presence in the area, especially on weekends, and wish to continue to work with the city for the common good of the city. Their annual neighborhood event is scheduled for October 13 at Methow Park and he will be coming to the next Council meeting to official invite the Mayor and City Council.

4. Presentations.

- Childhood Cancer Awareness Month Proclamation read by Councilmember Mike Poirier and Councilmember Linda Herald. The Mayor presented the Proclamation to Amy Smith and her son Parker, and to Sarah Strong and her son Anthony.
- Young Professionals Week Proclamation read by Councilmember Ruth Esparza and presented to Wenatchee Downtown Association Program & Event Director Meredith Hilger, PAC Marketing Director Marissa Collins, and PAC Program Manager Alex Haley.
- GEAR UP National Week Proclamation read by Councilmember Linda Herald and presented to Gaby Fernandez, and staff Gabe and Leanna, who spoke about the program and announced that WHS now has a 91% graduation rate.

5. Action Items.

A. Interlocal Cooperative Agreement for RiverCom Data Hosting

Assistant City Attorney Danielle Marchant presented the staff report. Council asked questions.

Motion by Councilmember Mike Poirier for City Council to approve the Interlocal Cooperative Agreement for RiverCom Data Hosting and to authorize the Mayor to sign the Agreement. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

B. Diversity Council Code Update

Diversity Advisory Council members Carrie Gavin (Chair) and Emily Gale, along with Executive Services Director Allison Williams presented the staff report. Council asked questions.

Motion by Councilmember Ruth Esparza to approve Ordinance No. 2018-27, amending Chapter 1.50 of the Wenatchee City Code relating to the Advisory Council on Diversity, Equity and Inclusion. Councilmember Mike Poirier seconded the motion. Motion carried (6-0).

C. Department of Ecology Remedial Action Grant for Gold Knob Prospect Site

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

Motion by Councilmember Linda Herald for City Council to authorize the Mayor to sign the Toxics Cleanup Remedial Action Grant Program Agreement between the City of Wenatchee and State of Washington Department of Ecology for the Gold Knob Prospect Site. Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).

D. Authorization to Sign GSA Lease

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

Motion by Councilmember Mike Poirier for City Council to authorize the Mayor to negotiate and sign a lease with GSA for 129 South Chelan Avenue. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

[At 6:04 p.m. Councilmember Mark Kulaas left the meeting.]

E. On-Call Agreement with RH2 Engineering for General Engineering Services

Engineering Services Manager Jacob Huylar and City Engineer Gary Owen presented the staff report. Council asked questions.

Motion by Councilmember Mike Poirier for City Council to authorize the Mayor to negotiate with RH2 Engineering for professional engineering services necessary to augment city engineering staff, and further authorize the Mayor to sign the agreement on behalf of the city. Councilmember Linda Herald seconded the motion. Motion carried (5-0).

F. Improvement Agreement for Broadview Phase IX, Block B, Plat Alt-17-02

Community Development Director Glen DeVries and Public Works Director Rob Jammerman presented the staff report. Council asked questions.

Motion by Councilmember Linda Herald for City Council to authorize the Mayor to sign the Improvement Agreement for the Plat Alteration, Broadview Phase IX, Block B, after the City Engineer and City Attorney have reviewed and approved the Improvement Agreement and Surety. Councilmember Lyle Markhart seconded the motion. Motion carried (5-0).

G. P-Alt-17-02; Final Plat Alteration of Broadview Phase IX, Block B

Community Development Director Glen DeVries and Public Works Director Rob Jammerman presented the staff report.

Motion by Councilmember Ruth Esparza for City Council to authorize the Mayor to sign the final mylar for the alteration of Broadview Phase IX, Block B, also known as P-Alt-17-02, once the Improvement Agreement has been accepted and approved by the Public Works Department. Councilmember Linda Herald seconded the motion. Motion carried (5-0).

6. Public Hearing Items.

The Mayor explained the public hearing process.

H. Comprehensive Water System Plan Adoption

Public Works Director Rob Jammerman and Utilities Manager John Ricardi presented the staff report. Also present was RH2 Engineer Ryan Peterson.

The Mayor asked for public comment. There was none.

Motion by Councilmember Linda Herald for City Council to approve the draft City of Wenatchee Comprehensive Water System Plan for submittal to the Department of Health. Councilmember Mike Poirier seconded the motion. Motion carried (5-0).

Motion by Councilmember Lyle Markhart to approve Ordinance No. 2018-23, amending Chapter 9.12 WCC relating to water – rules and regulations. Councilmember Linda Herald seconded the motion. Motion carried (5-0).

7. Reports.

- a. Mayor's Report. The Mayor reported on the following:
- (1) Attended a meeting with staff and the State Historic Preservation Officer Nick Vann this week and discussed second story development matters and the city's fire code.
 - (2) Toured the old WSDOT site.
 - (3) Attended a meeting with staff and Mr. Weidner today regarding the property on Mission and Kittitas.
 - (4) The preliminary budget will have a first run in two weeks.
 - (5) Staff will be doing a parking presentation at the PUD Commissioners on Monday at 10am. Council is invited to attend that presentation.
 - (6) District cards have been printed and are in the process of being mailed.

- (7) The County pop-up event is scheduled for Thursday, September 27 from 10am to 3pm.
- (8) A Council work session is planned for next Thursday.

b. Reports/New Business of Council Committees

Councilmember Linda Herald reported that she had an amazing time in Misawa. She will do a presentation at next week's work session. She encourages everyone to go to Misawa.

Councilmember Lyle Markhart announced that Keni Sturgeon will begin her new role at the Wenatchee Valley Museum & Cultural Center on November 19. He also reported that he received a call from a citizen concerning tents under the Sellar Bridge.

Councilmember Keith Huffaker provided an update on the Waste Management recycling fee increase request. He said several jurisdictions are reporting that they too are being asked to pay an increase, and they are opting to pay a "surcharge".

8. Announcements.

9. Adjournment. With no further business the meeting adjourned at 6:42 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



WENATCHEE CITY COUNCIL WORK SESSION

WENATCHEE CITY HALL
129 South Chelan
Wenatchee, WA 98801

DRAFT

Thursday, September 20, 2018
5:15 p.m.

MINUTES

Present:

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

Staff Present:

Executive Services Director Allison Williams
City Clerk Tammy Stanger
Public Information Officer Annagrisel Alvarez
Operations Manager Aaron Kelly
Facilities Manager Elisa Webb
Public Works Director Rob Jammerman
Economic Development Director Steve King

DISCUSSION ITEMS:

- A. Facilities Condition Assessment. Operations Manager Aaron Kelly provided an introduction to the assessment prepared by McKinstry and introduced Rob and Dave with McKinstry who then provided an overview of the program which will enable the city to make informed decisions about facility assets in prioritizing the capital and operating funds budget and being proactive with maintenance, thereby maximizing capital investments and minimizing risks.

- B. Council Discussion – Implementation of Districts. Post cards for each district have gone out. Post cards for the at-large positions were not prepared and it still needs to be determined if something will be prepared for the two at-large positions. The Council had the following suggestions for outreach: constituent meetings by district; topics of issues in the district; include law enforcement, parks, streets, etc.; neighborhood feel; groups such as “Friends of Washington Park”; focus sessions; invitations; determine facilities to use; attend events in the districts (i.e. Linda Herald attended Fiestas Mexicanas; Mark is attending St. Joseph’s Harvest Festival). Council would like to have guidelines set for outreach and suggested the first meetings be held early 2019.

With nothing further to discuss the meeting adjourned at 6:04 p.m.

Frank J. Kuntz

Attest:

Tammy L. Stanger

PROCLAMATION

WHEREAS, Chelan County Public Utility District has a legacy for 80-plus years of producing clean, carbon-free, low-cost and reliable public power while enhancing the quality of life for county residents, and

WHEREAS, Chelan County PUD is a trusted steward of the county's bountiful natural resources including the Columbia River, its tributaries and the fish, wildlife and habitat that nurtures us all, and

WHEREAS, Chelan County PUD, as a customer-owned utility with a governing board of locally elected individuals, ensure local control to provide not only safe and reliable electric service to more than 1.8 million residents throughout the Northwest, as well as a world-class broadband network, water and wastewater services and a magnificent park system for local residents, and

WHEREAS, Chelan County PUD is an energy efficiency leader offering expertise and financial incentives to encourage customers to use electricity and water wisely while maintaining comfort and saving them money, and

WHEREAS, in 2016-17, Chelan PUD and its customers exceeded the energy efficiency target by 137%, saving enough electricity to power 1,600 homes, and

WHEREAS, Chelan County joins public power utilities across the country in providing affordable services that help customers maintain comfort in their home and be profitable in their businesses while conserving resources;

NOW, THEREFORE, the Wenatchee City Council, in the county of Chelan, the state of Washington, does hereby proclaim the week of October 6 - 13, 2018 as **PUBLIC POWER WEEK** in Wenatchee and urge city residents to join them in celebrating the benefits of locally owned public power.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 27th day of September, 2018.


FRANK J. KUNTZ, Mayor



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

City of Wenatchee
Mayor's Office

JUL 30 2018

Received

July 23, 2018

The Honorable Frank Kuntz
Mayor of Wenatchee
PO Box 519
Wenatchee, WA 98807

Dear Mayor Kuntz:

Congratulations! The Wenatchee Wastewater Treatment Plant is receiving the 2017 "Wastewater Treatment Plant Outstanding Performance" award. Of approximately 300 wastewater treatment plants statewide, yours is one of 111 that achieved full compliance with its National Pollutant Discharge Elimination System (NPDES) permit in 2017.

My staff evaluated wastewater treatment plants in Washington for compliance with the effluent limits, monitoring and reporting requirements, spill prevention planning, pretreatment, and overall operational demands of the NPDES permit.

It takes diligent operators and a strong management team, working effectively together, to achieve this high level of compliance. It is not easy to operate a wastewater treatment plant 24 hours a day, 365 days a year, without violations. Ecology appreciates the extraordinary level of effort your plant operators demonstrated throughout 2017. Talented and proficient operators are critical to successful plant operations and protecting the health of Washington's waters. This is the third consecutive year the Wenatchee Wastewater Treatment Plant received this award. Your excellent record is a credit to the dedicated operators who are responsible for running this award-winning plant.

We will announce the 2017 award recipients, including the Wenatchee Wastewater Treatment Plant, in the coming weeks.

Please call Donna Smith at 509-575-2612 if you have any questions or comments about your award.

Thank you for the excellent service your operators provide to your community and the waters of Washington.

Sincerely,

Heather R. Bartlett
Water Quality Program Manager



**COUNCIL AGENDA REPORT
FINANCE DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council Members

FROM: Brad Posenjak, Finance Director

SUBJECT: Ordinance #2018-29, relating to business licenses

DATE: September 24, 2018

MEETING DATE: September 27, 2018

I. OVERVIEW

In 2017, the Washington State Legislature passed Engrossed House Bill (EHB) 2005 (RCW 35.90) which effects Wenatchee business licensing requirements. This law required that a workgroup create a model business license ordinance to take effect by January 1, 2019. The model business license provisions were published at the AWC conference this summer. Cities that do not adopt the model ordinance language before January 1, 2019 will be prohibited from enforcing city general business license requirements until model ordinance provisions are adopted.

In addition to adopting the model language, this ordinance also cleans up a cumbersome City procedure for obtaining business licenses for multiple vendor events. In the past, each vendor at a multiple vendor event was required to obtain licenses from the City. The new language will require the event coordinator to obtain a master business license on the behalf of all participants.

II. ACTION REQUESTED

Staff requests the City Council approve Ordinance 2018-29 amending Chapter 5.76 of the Wenatchee City Code to adopt language required by EHB 2005.

III. FISCAL IMPACT

No fiscal impact if adopted. This will allow the City to continue receiving business license fees. This ordinance was also reviewed by Finance Committee.

IV. ATTACHMENTS

Ordinance 2018-29

V. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Allison Williams, Executive Services Director

ORDINANCE NO. 2018-29

AN ORDINANCE, amending Chapter 5.76 of the Wenatchee City Code relating to business licenses.

SECTION I

Chapter 5.76 “Business Licenses” of the Wenatchee City Code shall be and hereby is amended to read in its entirety as follows:

Chapter 5.76 BUSINESS LICENSES

5.76.010 Authority.

The provisions of this chapter shall be deemed an exercise of the authority and power of the city to license for the purposes of revenue. (Ord. 3062 § 1, 1994)

5.76.020 License – Required.

It is unlawful for any person, firm, corporation, or association to engage in any kind of business, trade or profession at a permanent or temporary location or as a temporary/itinerant vendor as defined herein without first obtaining a license therefor in compliance with the provisions of this chapter. It shall be a condition precedent to the issuance of a business license hereunder that the business engaged in by the applicant be lawful under any applicable city, state or federal law. (Ord. 2011-17 § 2; Ord. 3062 § 2, 1994)

5.76.030 Definitions.

In construing the provisions of this chapter, the following definitions shall apply:

(1) “Year” means the calendar year.

(2) “Person” means any individual, firm, partnership, company, corporation, association, receiver, assignee, trustee in bankruptcy, trust, estate, joint venture, club, joint stock company, business trust, society, or any group of individuals acting as a unit.

(3) "Business" includes all activities, occupations, trades, pursuits or professions located and/or engaged in within the city of Wenatchee, with the object of gain, benefit or advantage to the taxpayer, or to another person or class, directly or indirectly. Each business location shall be deemed a separate business.

(4) "Engaging in business"

(a) The term "engaging in business" means commencing, conducting, or continuing in any business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business. ~~This definition includes all activities to which the job site for the providing of services and/or sale of goods is essential to the sale.~~

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

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

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

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

(iii) Soliciting sales.

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

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

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

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

(viii) Collecting current or delinquent accounts.

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

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

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

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

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

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

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

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

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

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

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

(iii) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

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

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

(vi) Conducting advertising through the mail.

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

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

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

(5) "Taxpayer" includes any person who engages in business or who is required to have a business license hereunder, or who is liable for the collection of any license fee or tax hereunder, or who performs any act, for which a license fee or tax is imposed by this chapter.

(6) "Temporary/itinerant vendor" means all persons, partnerships, corporations and any legal entity of whatsoever nature or kind, and their principals and agents, who engage or conduct in the city of Wenatchee, either in one location or in traveling from place to place, a temporary or transient business for the purpose of selling, renting, or soliciting orders for the sale of services, goods, wares, merchandise or products of whatsoever nature or kind, with the intention of continuing in said business in the city of Wenatchee for a period of not more than 30 days, and who, for the purpose of carrying on such business, hire, rent, lease, use or occupy, in whole or in part, any room, including but not limited to rooms or halls in motels, hotels or other lodging houses, buildings, public auditoriums, civic centers, any lot or parcel of land, any motor vehicle or nonmotorized vehicle or cart, including but not limited to automobiles, trucks or boats, or who use or occupy any street, alley, road, park or public facilities or public space of whatsoever nature or kind, for the purpose of exhibition and sale or rental of such services, goods, wares and merchandise. (Ord. 3062 § 3, 1994)

5.76.040 License – Contents.

(1) All licenses provided for in this chapter shall be issued by the city finance department upon paying the proper license fee as provided in this chapter. All licenses shall bear the name of the licensee, the nature of the business, trade or profession operated by the licensee, the location where the business, trade or profession is carried on, the owner(s) name(s), type of business, license number and the expiration date. Each licensee shall conspicuously post

such license for inspection at his/her place of business or office and shall produce such license for inspection if required to do so by any authorized city official.

(2) Sponsors of multiple vendor events such as Washington State Apple Blossom Festival, street fairs, and other such like events, whose participants are required to obtain a temporary/itinerant vendor's license, ~~may shall~~ make application for a master license on behalf of the event participants; ~~provided, that a.~~ All licensing information required for each individual event participant along with the proper fee (\$50.00 for a 30-day license; \$25.00 for a three-day license) ~~is shall be~~ paid to the city finance department by the sponsor of the event at the time the license application is submitted.

(3) Any license issued under and by virtue of the provisions of this chapter shall be personal and nontransferable. In case business is transacted at two or more separate locations by one taxpayer, a separate license for each location at which business is transacted with the public shall be required. (Ord. 2011-17 § 1; Ord. 2005-28 §§ 1, 2; Ord. 3160 § 2, 1996; Ord. 3062 § 4, 1994)

5.76.050 Application for new business.

If the licensee is a new business, prior to the issuance of the business license, the city finance department shall submit the application therefor to the fire, planning and building departments of the city for approval of the location where the licensee is to carry on the business, trade or profession, and the business license shall be issued only if the location is in compliance with building, fire and zoning codes of the city as those codes relate to existing and/or new structures. Prior to the issuance of the license, licensee must supply to the city their Washington State retail sales tax (unified business identification) number. License will not be issued without this number. (Ord. 2005-28 § 3; Ord. 3062 § 5, 1994)

5.76.060 Location change.

If an existing licensee desires to change the location of the business, trade, or profession from the location designated on the business license, application must be made to the city finance department prior to the change in location and the city finance department shall, prior to the issuance of a new business license, submit the application therefor to the fire, planning and building departments of the city for approval of the new location where the licensee is to carry on the business, trade, or profession, and the business license shall be issued only if the location is in compliance with building, fire and zoning codes as those codes relate to existing and/or new structures. There shall be no additional business license fee assessed an existing business changing its location, and the new business license issued shall carry the same expiration date. (Ord. 2005-28 § 4; Ord. 3062 § 6, 1994)

5.76.070 License – Term.

All licenses shall be for a period of one year unless otherwise provided in this chapter. Such license shall commence on the date the business commenced operation, or when the license was granted, whichever occurs earlier, and
ORDINANCE NO. 2018-29

terminate one year from that date. The license must be renewed annually prior to engaging in business. The term of a 30-day temporary license or three-day temporary license shall automatically expire at the end of said period. (Ord. 2005-28 § 5; Ord. 3062 § 7, 1994)

5.76.080 Fee schedules.

(1) On and after the effective date of the ordinance codified in this chapter, an annual license fee for the privilege of engaging in business activities shall be collected from every business, trade or profession, other than a temporary/itinerant vendor as defined herein. Such license fee schedule, payable in advance, is fixed in the amounts set forth as follows:

Effective January 1, 2010 to December 31, 2010

Number of Owner(s) and/or Employee(s)	Amount
1—2	\$65.00
3—5	\$91.00
6—12	\$130.00
13—25	\$195.00
26—50	\$325.00
Over 50	\$494.00

Effective January 1, 2011

Number of Owner(s) and/or Employee(s)	Amount
1 – 2	\$75.00
3 – 5	\$105.00
6 – 12	\$150.00
13 – 25	\$225.00
26 – 50	\$375.00
Over 50	\$570.00

5.76.090(15) Exemption No Fee

No business, profession, or trade conducted or carried on in a single location under one management or ownership shall pay more than one license fee, regardless of the multiple nature of the business carried on.

(2) Temporary/Itinerant Vendor Fee Schedule. On and after the effective date of the ordinance codified in this chapter, there is hereby levied upon and shall be collected from every temporary business, itinerant vendor, stationary vendor, mobile vendor, door-to-door sales and/or concessionaire conducting business within the city of Wenatchee a temporary license fee for the privilege of engaging in temporary business activities. Such temporary license fee is fixed in the amount of \$25.00 for a period of three days, and in the amount of \$50.00 for a period of 30 days, payable in advance, and will automatically expire at the end of the three-day temporary license, or 30-day temporary license, respectively. Any temporary business, itinerant vendor, stationary vendor, mobile vendor, door-to-door sales and/or concessionaire conducting business beyond 30 days in any calendar year will be required to obtain a permanent license. The licensee must also supply a copy of the property owner's permission for use of their property. (Ord. 2009-38 §§ 1, 2; Ord. 3160 § 1, 1996; Ord. 3062 § 8, 1994)

5.76.090 Exemptions.

The following are exempt from the provisions of this chapter:

- (1) Any instrumentality of the United States, state of Washington, or political subdivision thereof.
- (2) Any religious society, association or corporation which operates any charitable hospital, clinic or institution devoted exclusively to the care or healing of human beings; provided, that no exemption is granted where the income thereof inures to the benefit of any physician, surgeon, stockholder, or individual by reason of interest or ownership or in control of such hospital, clinic or other institution. In no event shall any such exemption be allowed, unless the hospital, clinic or institution is entitled to exemption from taxation under property tax law of the state of Washington.
- (3) Fraternal benefit societies or fraternal fire insurance associations, as described in RCW Title [48](#); or beneficiary corporations or societies organized under and existing by virtue of RCW Title [24](#), if such beneficiary corporations or societies provide in their bylaws for the payment of death benefits.
- (4) The activities of persons engaged in or carrying on the business of selling or furnishing electric light and power or natural gas or in carrying on telegraph and/or telephone business, or in carrying on the business of selling or supplying domestic water, sewer services or the collecting and disposing of garbage and/or sewage or other waste, including the sanitary service department and the sewer department of the city of Wenatchee; as well as any person in respect to a specific business activity for which a tax liability is specifically imposed by other ordinances of the city, and amendments thereto or reenactment thereof, the specific purpose of which is to tax.
- (5) Any person in respect to insurance business upon which tax based on gross premiums is paid to the state of Washington; provided, however, that the provisions of this subsection shall not exempt any person engaging in the business representing any insurance company as an insurance broker.

(6) The selling of fruits, vegetables, berries, butter, eggs, fish, milk, poultry, meats, or any farm produce or edibles raised, caught, produced or manufactured and sold by any farmer or gardener in any place in this state.

(7) Any person in respect to the business of conducting boxing contests and sparring and/or wrestling matches and exhibitions for the conduct of which a license must be secured from the State Athletic Commission.

(8) Any person in respect to the business of conducting race meets for the conduct of which a license must be secured from the State Horse Racing Commission.

(9) Any person in respect to his/her employment in the capacity of any employee or servant as distinguished from that of an independent contractor.

(10) Churches, schools, orphanages, nursing homes, humane societies and any other eleemosynary organization qualified for tax exempt status under the laws of the state of Washington or the Internal Revenue Service.

(11) Credit unions organized under the laws of the state or the United States.

(12) Sheltered work shops operated by nonprofit organizations. The term "sheltered work shops" as used herein shall be deemed to have the same meaning as set forth in RCW [82.04.385](#), as the same now exists or may hereafter be amended.

(13) Any tax exempt nonprofit company, association, corporation, or copartnership or whatever kind as defined by the federal or state governments which operates or conducts a community festival or event.

(14) Anyone under the age of 18.

(15) For purposes of the license by this chapter, any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 (or higher threshold as determined by city) and who does not maintain a place of business within the city, shall submit a business license registration to the Director or designee. The threshold does not apply to regulatory license requirements or activities that require a specialized permit. ~~Small or part time businesses, professions, or trades wherein the annual gross income is less than \$1,000 per year are exempted from the payment of fees. This exemption does not apply to temporary/itinerant vendors.~~

(16) Any person delivering newspapers on a retail basis to the end consumer.

(17) Marijuana-related businesses licensed pursuant to Chapter [5.12](#) WCC. (Ord. 2014-31 § 1; Ord. 2006-51 § 1; Ord. 3062 § 9, 1994)

ORDINANCE NO. 2018-29

5.76.100 Payment of fee – Time limit.

(1) All persons, partnerships, companies, associations, or corporations who are engaged in business or in practice of their trades or professions in the city at the time this chapter shall be in full force and effect shall procure their license to operate for the year prior to commencing business within the city. In the event the license is not procured on or before commencing business, the following penalties shall be assessed:

- (a) One – 30 days late, add 20 percent of license fee due;
- (b) Thirty-one – 60 days late, add 40 percent of license fee due;
- (c) Sixty-one – 90 days late, add 60 percent of license fee due;
- (d) Ninety-one – 120 days late, add 80 percent of license fee due;
- (e) Over 120 days late, add 100 percent of license fee due.

(2) *Repealed by Ord. 2005-28.*

(3) If any person required by the terms and provisions of this chapter to pay a license fee for any period shall fail or refuse to do so, he/she shall not be granted a license for the current period until such delinquent license fee, together with penalties, has been paid in full.

(4) Temporary/Itinerant Vendors. Penalty for noncompliance shall be \$25.00 for the first 10 days and \$50.00 for anything over 10 days. (Ord. 2011-17 § 3; Ord. 2005-28 §§ 6, 7; Ord. 3062 § 10, 1994)

5.76.110 Payment by uncertified check – Extension of time for payment.

(1) All license fees and penalties herein provided for shall be paid to the city by bank draft, certified check, cashier's check, personal check, money order, or in cash. If payment is made by bank draft or check, the tax or fee shall not be deemed paid unless the check or draft is honored in the usual course of business. The acceptance of any sum by the city shall not be an acquittance or discharge of the tax or fee due unless the amount of the payment is in full.

(2) The finance department is authorized, but not required, to mail to taxpayers forms for applications for licenses or yearly renewal notices, but failure of the taxpayer to receive any such forms shall not excuse the taxpayer from making application or renewing and securing the license required and payment of the license fee or tax, when and as due hereunder.

(3) The finance department, for good cause shown, may extend the time for making and filing any application required under this chapter, and may grant such reasonable additional time within which to make and file such application as it may deem proper. (Ord. 2005-28 §§ 8, 9; Ord. 3062 § 11, 1994)

ORDINANCE NO. 2018-29

5.76.120 Failure to make application.

If any taxpayer fails, neglects, or refuses to file his/her application and to pay any tax as and when required herein, the finance department is authorized to determine the amount of the tax payable, and by mail to notify such taxpayer of the amount so determined. The amount so fixed shall thereupon become the tax and be immediately due and payable. (Ord. 2005-28 § 10; Ord. 3062 § 12, 1994)

5.76.130 Appeals to city council.

(1) Any taxpayer aggrieved by the amount of the fee or tax found by the finance department to be required under the provisions of this chapter may appeal to the city council by filing a written notice of appeal with the city clerk within five days from the time such taxpayer was given notice of such amount. The council shall, as soon as practicable, fix a time and place for the hearing of such appeal, which time shall be not more than two weeks after the filing of the notice of appeal, and shall cause a notice of the time and place thereof to be mailed to the appellant. At such hearing, the taxpayer shall be entitled to be heard and to introduce evidence in his/her own behalf. The city council shall thereupon ascertain the correct amount of the fee or tax by resolution and the city clerk shall immediately notify the appellant thereof by mail, which amount, together with costs of the appeal, if appellant is unsuccessful therein, must be paid within three days after such notice is given.

(2) The mayor may, by subpoena, require the attendance thereat of any person, and may also require him/her to produce any pertinent books and records. Any person served with such subpoena shall appear at the time and place therein stated and produce the books and records required, if any, and shall testify truthfully under oath administered by the mayor or chairman appointed by him/her in charge of the hearing on appeal as to any matter required of him/her pertinent to the appeal, and it shall be unlawful for him/her to fail or refuse to do so. (Ord. 2005-28 § 11; Ord. 3062 § 13, 1994)

5.76.140 Finance department to make rules.

The finance department shall have the power, and it shall be its duty, from time to time, to adopt, publish and enforce rules and regulations not inconsistent with this chapter or with the law for the purpose of carrying out the provisions hereof, and it shall be unlawful to violate or fail to comply with any such rules or regulations. (Ord. 2005-28 § 12; Ord. 3062 § 14, 1994)

5.76.150 Mailing of notices.

Any notice required by this chapter to be mailed to any taxpayer shall be sent by ordinary mail, addressed to the address of the taxpayer as shown by the records of the finance department, or if no such address is shown, to such address as the finance department is able to ascertain by reasonable effort. (Ord. 2005-28 § 13; Ord. 3062 § 15, 1994)

5.76.160 False applications, etc.

ORDINANCE NO. 2018-29

It shall be unlawful for any person liable to tax hereunder to fail or refuse to secure the license or to pay the fee or tax when due, or for any person to make any false or fraudulent application or any false statement or representation, in or in connection with any such application, or to aid or abet another in any attempt to evade payment of the fee or tax, or any part thereof, or for any person to fail to appear and/or testify in response to subpoena issued pursuant hereto, or to testify falsely upon any investigation of the correctness of any tax, or upon the hearing of any tax, or upon the hearing of any appeal, or in any manner to hinder or delay the city or any of its officers in carrying out the provisions of this chapter. (Ord. 3062 § 16, 1994)

5.76.170 License fee additional to others.

The license fee and tax herein levied shall be additional to any license fee or tax imposed or levied under the law or any other ordinance of the city of Wenatchee except as herein otherwise expressly provided. (Ord. 3062 § 17, 1994)

5.76.180 Tax constitutes debt.

Any license fee or tax due and unpaid under this ordinance, and all penalties thereon, shall constitute a debt to the city of Wenatchee and may be collected by court proceedings in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies. (Ord. 3062 § 18, 1994)

5.76.190 Violations.

Every person charged with a violation of this chapter shall be subject to WCC Title [16](#). (Ord. 2014-02 § 2; Ord. 2010-08 § 8; Ord. 2005-28 § 14; Ord. 3062 § 19, 1994)

5.76.200 General fund.

All funds received by the city under the terms of this chapter shall be paid into the general fund of the city and budgeted annually for any municipal purposes as authorized by law. (Ord. 3062 § 20, 1994)

SECTION II

The provisions of this Ordinance are declared to be separate and severable.

The invalidity of any clause, sentence, paragraph, section or portion of this Ordinance, or the invalidity of the application thereof to any person or circumstances shall not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

SECTION III

This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City and shall take effect and be in full force 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 D. SMITH, City Attorney

**AGENDA REPORT
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Wenatchee City Council

FROM: Stephen Neuenschwander, Planning Manager

SUBJECT: Action item - Authorize the Mayor to sign a grant agreement with the Washington State Department of Historic Preservation

DATE: September 24, 2018

I. OVERVIEW

The Community Development Department applied for and was awarded a grant from the Certified Local Government office of the Washington State Department of Historic Preservation Grant for a reconnaissance level survey of a neighborhood centered on the 900 block of Highland Drive to identify the historic resources and integrity of historic properties to develop a new historic district.

The interest in developing a new historic district in this area was initiated by the City of Wenatchee Historic Preservation Board in learning that residences on the block were interested in maintaining the historic character of the block. The block itself appears to be well intact and there is a desire to establish design standards to maintain the historic appearance. Creating a historic district listed on the Wenatchee Historic Register will allow contributing properties to take advantage of the special property tax valuation program.

The survey area is the 900 block of Highland Drive which contains an eclectic mix of 1920 homes with the adjacent blocks representing early mid-century homes. The period of significance for the area is from approximately 1914 to 1960. This project could serve as a model for other communities that have neighborhoods that show development of a residential neighborhood that spans multiple decades of significance. The money from the grant would be used to hire a consultant to do a reconnaissance level survey of approximately a 4 block area (approximately 100 properties) surrounding Highland Drive and use the information to develop a nomination for a new historic district to the Wenatchee Register of Historic Places.

II. ACTION REQUESTED

Authorize the Mayor to sign the grant agreement for the reconnaissance survey.

Draft Motion: I move to authorize the Mayor to sign the grant agreement with the Washington State Department of Historic Preservation for a reconnaissance level survey of the 900 Block of Highland Dr.

III. FISCAL IMPACT

None

IV. REFERENCE(S)

Grant agreement



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

Federally Funded Grant Agreement
between
Washington State
Department of Archaeology and Historic Preservation
and
City of Wenatchee

Grant No.: FY19-61019-009
Grant Title: City of Wenatchee
Effective Date: October 1, 2018
Expiration Date: September 30, 2019
Grant Amount: \$15,000.00
Federal Grant No.: N/A
CFDA No.: 15.904

Grant Purpose

Grant Purpose:

This agreement is made between The Department of Archaeology and Historic Preservation hereinafter referred to as the DEPARTMENT, and City of Wenatchee hereinafter referred to as the GRANTEE.

Parties' Contact Information

DAHP Contact Person: Hannah Armitage (360) 586-3072
Email: hannah.armitage@dahp.wa.gov

GRANTEE Contact Person: Stephen Neuenschwander (509) 888-3254
Email: sneuenschwander@wenatcheewa.gov



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

Section 1: Responsibilities of the GRANTEE

- A. The GRANTEE will perform or cause others to perform the work described in the “Scope of Work” (Attachment 2). Additional special conditions or specifics about the work required by this agreement, if any, are in attachments as enumerated and described in Section 3. The GRANTEE agrees to perform the work in accordance with any such special conditions or specifics.

- B. The GRANTEE understands that the work called for under this agreement must conform to federal administrative requirements as they relate to the DEPARTMENT, and the GRANTEE agrees to comply with all such requirements. The following documents summarize some of these requirements and are incorporated herein and made a part hereof as though set forth in full:
 - (1) The requirements of 2 CFR Part 200, Subpart F (formerly OMB Circular A-133 for States, Local Governments, and Non-profit organizations.)
 - (2) The “Secretary of Interior Standards and Guidelines for Archaeology and Historic Preservation.” All work under this contract must be in compliance with the relevant Secretary’s Standards and Guidelines e.g. Preservation Planning, Identification, Evaluation, Registration, Historic Research and Documentation, Architectural and Engineering Documentation, Archeological Investigation, Historic Preservation Projects, and Preservation Terminology.
 - (3) The Secretary of the Interior’s “Historic Preservation Fund Grants Manual.” - Latest Revision, June 2007.
 - (4) Historic Preservation Fund Annual Grant Manual and Application, and any Federal budget changes / special conditions applicable thereto.
 - (5) 43 CFR 17 Civil Rights, Subpart A, Implementing Title VI of the Civil Rights Act of 1964; and Subpart B, Implementing Section 504 of the Rehabilitation Act of 1973; and Subpart C, Implementing the Age Discrimination Act of 1975; and subpart E, Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of the Interior.
 - (6) Americans with Disabilities Act of 1990, 42 U.S.C. 1201 et seq. (ADA) providing comprehensive civil rights to individuals with disabilities in the



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

areas of employment, public accommodations, state and local government services, and telecommunications.

- C. The GRANTEE agrees to comply with the restrictions of 18 U.S.C. 1913 concerning lobbying with appropriated funds, which provides substantially as follows: “No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.”
- D. The GRANTEE agrees to maintain records in a manner which will provide an audit trail to all expenditures reported to the DEPARTMENT. The GRANTEE agrees to keep these records for at least six years following the ending date of the grant. In the event that an audit of the GRANTEE or of the DEPARTMENT should take exception to any expenditure by the GRANTEE, the GRANTEE agrees to refund to the DEPARTMENT on demand the amount determined by the audit as due. In the event that the DEPARTMENT is required to institute legal proceedings to enforce this repayment provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney’s fees. When arranging for an audit, the DEPARTMENT should contact the following GRANTEE representative:
- Kirsten Larsen, Associate Planner
1350 McKittrick Street, Suite A
Wenatchee, WA 98801
- E. The GRANTEE agrees to pay all the costs involved in carrying out the terms of this agreement prior to seeking reimbursement as provided for in Section 2A. When seeking reimbursement, the GRANTEE will submit a completed reimbursement form in writing to the DEPARTMENT and provide such documents as an affidavit of publication for newspaper advertising soliciting bids, contracts, photocopies of canceled checks and invoices, and other documents as



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

may be requested by the DEPARTMENT. The DEPARTMENT will provide the GRANTEE with the reimbursement form and guidelines for financial reporting procedures. The GRANTEE agrees to submit its request for reimbursement within thirty (30) days following completion of the work.

- F. The GRANTEE agrees to provide the DEPARTMENT with a completion report following a form provided by the DEPARTMENT. The GRANTEE will submit this report on or before the end date. The GRANTEE agrees that the DEPARTMENT shall have the right to withhold all or part of the payment under Section 2A pending receipt of this completion report.
- G. The GRANTEE agrees that the “Budget” (Attachment 1) shall be a financial guide for the work called for by this agreement. The GRANTEE may exceed the budgeted amounts, but this shall in no way obligate the DEPARTMENT for a greater amount than that stipulated as DEPARTMENT share, and in no event shall the DEPARTMENT be obligated for a greater amount than the Grant Amount. In the event that the GRANTEE should spend less than the budgeted amount on an object or element in the budget, the DEPARTMENT may either reduce its obligation proportionately or it may terminate this agreement. The GRANTEE agrees to maintain records which will render an accurate accounting by the elements or objects in the budget. The actual expenditures for the amounts reflected in the budget may vary by 15 percent without requiring an amendment to this grant agreement.
- H. The GRANTEE agrees that the DEPARTMENT shall have the right to terminate this agreement if the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement or if the GRANTEE shall violate any of the covenants, conditions, or stipulations of the agreement. In case of such termination by the DEPARTMENT, the GRANTEE agrees to return to the DEPARTMENT within thirty (30) days of the effective date of termination, any payments made by the DEPARTMENT to the GRANTEE under the terms of this agreement or any portion of such payments as may be directed by the DEPARTMENT.

The GRANTEE agrees to submit documentation of the work identified in the Scope of Work on or before the grant end date. GRANTEE acknowledges and understands that final work which does not conform to the terms and conditions of this agreement or which does not meet the applicable Secretary of the Interior’s Standards will not be reimbursed.



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

- I. The GRANTEE agrees to submit a “Schedule for Project Completion” (Attachment 5) before beginning work under this agreement. Said schedule form shall list each element described in the “Scope of Work” and shall indicate the approximate date when completion of each can be expected.
- J. The GRANTEE will maintain regular contact with the DEPARTMENT regarding the progress of the grant project. The GRANTEE agrees that the DEPARTMENT shall have the right to monitor the work called for by this agreement.
- K. The GRANTEE agrees to use competitive negotiation procedures (or small purchase procedures for under \$25,000) for procurement of professional services and subcontracts. GRANTEE agrees to maintain records sufficient to detail the significant history of procurement and to forward evidence of competitive procurement to the DEPARTMENT prior to reimbursement of funds under this agreement.
- L. The GRANTEE agrees that it, its officers, agents and employees, and any other person or entity performing any work under this agreement, are independent contractors and not employees of the State of Washington.
- M. Federal funds are the basis for this contract. The GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any state / federal department or agency. Should for any reason the Federal funds which are the basis for this agreement become withdrawn, or not appropriated by Federal congress the agreement may be terminated without penalty to the DEPARTMENT.
- N. To the fullest extent permitted by law, the GRANTEE shall indemnify, defend and hold harmless the DEPARTMENT, other agencies of the State of Washington (“State”) and all officials, agents and employees of the DEPARTMENT and the State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. GRANTEE’s obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE’s agents, employees, representatives, or any subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE’s or any subcontractor’s performance or failure to perform the Grant. GRANTEE’s obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Consistent with RCW 43.17.320.340, the parties shall make every effort to resolve disputes arising out of, or relating to, this Grant through discussion and negotiation.

Should discussion and negotiation fail to resolve a dispute arising under this Grant, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the director of each party and a third party mutually agreed upon by the director of each party. The team shall attempt, by majority vote, to resolve the dispute. If the dispute cannot be resolved in this fashion, either party may request assistance from the Governor pursuant to RCW 43.17.330.

- O. The GRANTEE agrees to provide or purchase industrial insurance coverage, as applicable, prior to performing work under this agreement. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE, or any sub-grantee or employee of the GRANTEE, which might arise under the industrial insurance laws during performance of duties and services under this agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result to work performed under this agreement, those payments shall be made by the GRANTEE; the GRANTEE shall indemnify the DEPARTMENT and guarantee payment of such amounts.
- P. The GRANTEE agrees to include written acknowledgment of National Park Service and Office of Archaeology and Historic Preservation support for all grant-related publications and public information materials including audio-visual and workshop materials. The GRANTEE further agrees that the written acknowledgment shall comply with the form and content stipulated in the “Historic Preservation Fund Grants Manual – 2007.”
- Q. The GRANTEE agrees to any additional conditions identified in section 3 and attached to this agreement.
- R. There shall be no discrimination against any person employed by the GRANTEE in connection with work covered by or related to this agreement, or against any applicant for such employment, because of race, creed, color, sex, age, martial status, national origin, or the presence of any sensory, mental, or physical



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

handicap in accordance with Chapter 49.60RCW. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation and selection for training. The GRANTEE shall insert a similar provision in all subcontracts for services covered by this agreement.

During the performance of this Grant, the GRANTEE shall comply with all federal and state nondiscrimination laws, regulations and policies.

- S. In accordance with legislative findings and policies set forth in Chapter 39.19 RCW the GRANTEE is encouraged in the participation and use of Minority and Women's Business Enterprise firms certified by OMWBE.
- T. The GRANTEE agrees to at least \$8,489.00 match of funds, 37.1% being the full amount of the let grant amount, \$5,000.00 percent, 62.9% being the match amount by the GRANTEE. Further, the GRANTEE agrees that for any match specifically identified to this grant agreement by the GRANTEE the GRANTEE will not claim match directly earmarked or identified for this agreement as match for any other grant, agreement or contract. The DEPARTMENT has first and exclusive claim to match provided by the GRANTEE to this agreement as indirect eligible match to the National Park Service, Historic Preservation Fund award to the DEPARTMENT.

DEPARTMENT: Grant Amount: \$15,000.00

GRANTEE: Minimum Grant Match Amount: \$0.00

Section 2: Responsibilities of the DEPARTMENT

- A. The DEPARTMENT agrees to reimburse the GRANTEE one hundred (100) percent of its actual authorized expenditures for the purpose of this agreement, provided:
 - (1) The total paid by the DEPARTMENT shall not exceed the amount stipulated in the "Budget" (Attachment 1) as DEPARTMENT share.
 - (2) All expenditures were incurred between the beginning and ending dates of the grant.



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

- (3) No expenditures have been previously claimed in any other grant from any agency of the state or federal government.
 - (4) The DEPARTMENT has authority to expend the funds required to meet the obligations contained herein.
 - (5) The GRANTEE has met all requirements contained in this agreement.
- B. The DEPARTMENT agrees to consider requests from the GRANTEE for progress payments if, in the DEPARTMENT’S judgment, the public interest will be served by doing so and if such payments are administratively practical and provided appropriated funds are available for which to issue a progress payment.
- C. The DEPARTMENT may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

Section 3; Attachments

The following attachments are hereby incorporated into and made a part of this agreement.

Attachment #1	“Budget” consisting of one page
Attachment #2	“Scope of Work” consisting of one page
Attachment #3	“State Form A19-1 Invoice Voucher” to be used as basis for billing, consisting of one page
Attachment #4	“Report of Services/Labor Value Appraisal” form to be used by GRANTEE to document labor costs, consisting of one page *intentionally not included
Attachment #5	“Schedule of Project Completion” consisting of one page
Attachment #6	“Competitive Negotiation and Small Purchases Contracting Documentation” consisting of one page

Section 4: Amendments

This grant agreement may only be amended if such amendment is in writing (with the exception of the 15% variance for actual expenditures identified in Section 1.G), agreed to and signed by all the parties, and attached hereto.



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

DEPARTMENT:
Washington State Department of Archaeology
and Historic Preservation

GRANTEE:
City of Wenatchee

By: Allyson Brooks
Its: Director

By: Frank Kuntz
Its: Mayor

Date

Date

Federal Identification Number



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

ATTACHMENT #1

Budget

ELEMENT/OBJECT

Salaries	Federal Dollars	Hard Match	Soft Match	<i>Total</i>
City Staff (60 hours @ \$31/hr)		\$1,860		\$1,860
Historic Preservation Board (7 members, 14 hours @ \$24.14/hr)			\$337.96	\$337.96
City Council (7 positions, 7 hours @ \$66.50/hr)		\$465.50		\$465.50

<i>Total Element/Object:</i>		\$2,325.50	\$337.96	\$2,663.46
------------------------------	--	------------	----------	------------

GOODS & SERVICES

Contract Services / Materials	Federal Dollars	Hard Match	Soft Match	<i>Total</i>
Consultant fees	\$10,000			\$10,000
Mailing materials (paper, envelopes, stamps)		\$500		

<i>Total Goods & Services:</i>	\$10,000	\$500		\$10,500
------------------------------------	----------	-------	--	----------

	Federal Dollars	Hard Match	Soft Match	<i>Total Project Cost – 100%</i>
<i>Total Funding Request:</i>	\$10,000	\$2,825.50	\$337.96	\$13,163.46



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

ATTACHMENT #2

SCOPE OF WORK

I. WORK TO BE ACCOMPLISHED: The GRANTEE shall conduct the following activities:

A. HIGHLAND STREET INTENSIVE SURVEY:

1. SURVEY AREA AND CRITERIA: The GRANTEE shall complete an Intensive level survey of:
 - a) AREA: 900 Block of Highland Street, 24 Houses with outbuildings
 - b) DEFINITIONS:

An **Intensive level survey** should include the following:

 - a) Location information
 - b) Surveyor and survey name
 - c) The current use of the building
 - d) All observable architectural information should be recorded within the database
 - e) The “Description of Physical Appearance” section on the Narrative must be completed, which should include a description of any changes over time.
 - f) A concise “Statement of Significance” based on the knowledge of the surveyor (usually related to the architecture of the building) must be completed
 - g) A Determination of Eligibility in the opinion of the surveyor (based solely on the architectural qualities of the structure)
 - h) A precise date of construction
 - i) Photos of all sides of the building and interior photos of public buildings (non-residential), plus historic images if available
 - j) A concise history of the resource based on research.
 - k) Name of architect or builder
 - l) Bibliography of resources referenced
2. SURVEY PROJECT MANAGER: The GRANTEE shall ensure that the personnel directing the survey activities meet the professional qualifications in 36 CFR 61, Appendix A. The personnel must be procured using a competitive process as outlined in the Historic Preservation Fund Grants Manual, October 1997, see Attachment #7. Before final selection, the GRANTEE shall afford the DEPARTMENT an opportunity to review and approve candidates for the historic preservation consultant conducting the survey project.



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

3. **SURVEY STANDARDS:** The GRANTEE shall conduct the survey activity and produce complete inventory forms consistent with the guidelines in the *Washington State Standards for Cultural Resource Reporting* published by the Department of Archaeology and Historic Preservation and summarized as follows:
 - a) **COMPLETED SURVEY and NOMINATION:**
 - a. A COMPLETED SURVEY is understood to mean that the GRANTEE has used the WISAARD ONLINE SYSTEM to document all required survey materials of the defined survey area and has submitted the survey to the DEPARTMENT. The inventory records must be determined acceptable by the DEPARTMENT.
 - b. A LOCAL REGISTER NOMINATION IS REQUIRED IN LIEU OF A SURVEY REPORT.
 - b) A COMPLETED INVENTORY FORM is understood to mean a completed record on the WISAARD ONLINE SYSTEM, with each field completed with the inventory information and at least two digital images of the property, more if necessary to convey the property's appearance.
 - c) The DEPARTMENT will be able to view draft copies of Historic Property Inventory Forms via WISAARD. The DEPARTMENT shall respond to the GRANTEE within 14 days of each draft submittal with comments. If the DEPARTMENT has not responded within 14 days, the GRANTEE shall assume that the DEPARTMENT has no comment on the draft submittals.

HIGHLAND STREET HISTORIC DISTRICT WENATCHEE REGISTER NOMINATION:

The GRANTEE shall prepare a Wenatchee Register nomination for the HIGHLAND STREET HISTORIC DISTRICT that includes a complete list of contributing and non-contributing properties.

1. The nomination should draw heavily from the Intensive level Survey.
2. A completed nomination means that it has been accepted as complete by the commission. Final listing of the district is not required within the grant period as there may be time restraints.



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

PUBLIC EDUCATION ACTIVITIES

1. The GRANTEE shall conduct at least two public presentations during the grant period. The purpose of the presentation(s) shall be to present findings of the survey project and to ensure public participation in the nomination process.

II. ADMINISTRATION:

A. GRANT ADMINISTRATION: The GRANTEE shall establish and maintain contact with the DEPARTMENT throughout the grant period as to the status of all grant activities by preparing and submitting the requested documents to the DEPARTMENT at the times indicated in the SCHEDULE FOR PROJECT COMPLETION

B. INCOMPLETE OR INACCEPTABLE MATERIALS: Any required survey materials submitted which are not considered acceptable or complete—which do not meet the DEPARTMENT’s cultural resource survey editorial standards and/or do not contain the required level of documentation—will be returned to the GRANTEE for completion within the grant period.

C. REIMBURSEMENT: The GRANTEE will only be reimbursed for preparing acceptable and complete required survey submitted during the grant period.

D. DEPARTMENT RESPONSIBILITIES: The DEPARTMENT shall provide the GRANTEE with the information to gain access to the WISAARD ONLINE SYSTEM.

E. ACKNOWLEDGEMENT: The SURVEY REPORT shall include **in its entirety** the following acknowledgement, disclaimer, and non-discrimination statements:

This survey has been financed in part with Federal funds from the National Park Service, Department of the Interior administered by the Department of Archaeology and Historic Preservation (DAHP). However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, DAHP, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or DAHP.

This program received Federal funds from the National Park Service. Regulations of the U.S. Department of Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S.

Department of the Interior, National Park Service, 1849 C Street, NW, Washington, D.C. 20240.

F. PROJECT MANAGER: The GRANTEE shall ensure that the personnel preparing the survey documentation meet the professional qualifications in 36 CFR 61, Appendix A. The personnel



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

must be procured using a competitive process as outlined in the Historic Preservation Fund Grants Manual, October 1997, see Attachment #7. **Before final selection, the GRANTEE shall afford the DEPARTMENT an opportunity to review and approve candidates for the historic preservation consultant conducting the survey project.**

G. **INCOMPLETE OR INACCEPTABLE MATERIALS:** Any required materials submitted which are not considered acceptable or complete will be returned to the GRANTEE for completion within the grant period.

H. **REIMBURSEMENT:** The GRANTEE will only be reimbursed for preparing an acceptable and complete Survey Product during the grant period.

III. **PRODUCTS:** The GRANTEE shall at a minimum submit the following products to the DEPARTMENT:

- A. **SURVEY FORMS:** Intensive level HPI form for each property surveyed
- B. **WENATCHEE REGISTER NOMINATION** for Highland Street Historic District



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

ATTACHMENT #5

SCHEDULE FOR PROJECT COMPLETION

List each proposed grant activity separately estimating the start and completion dates. This should be a complete listing of all potential activities associated with the grant including draft submittal dates, DAHP review and final product submittal.

WORK TO BE ACCOMPLISHED	ESTIMATED STARTING DATE	ESTIMATED COMPLETION DATE
Advertise project RFP and select a qualified consultant	10/01/2018	12/31/2018
Kickoff meeting for survey and nomination process	1/2/2019	1/15/2019
Consultant complete 24 Intensive HPI forms	1/16/2019	3/31/2019
Consultant prepare district nomination	3/1/2019	5/15/2019
Draft of district nomination and HPI forms to DAHP	5/10/2019	5/24/2019
Incorporate DAHP comments	5/24/2019	6/10/2019
2 nd Public meeting	6/15/2019	7/15/2019
Finalize the nomination form with board	7/15/2019	8/15/2019
Submit final product to DAHP		9/3/2019
Submit reimbursement request to DAHP	9/3/2019	9/30/2019



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

ATTACHMENT #6

COMPETITIVE NEGOTIATION AND SMALL PURCHASES CONTRACTING DOCUMENTATION

This format should be used for contracts for professional services and other procurement to document compliance with federal procurement standards.

- 1. Grant Number: _____
- 2. Type of Contract: Professional Services _____
 Printing _____
 Equipment/Supplies _____
 Other _____

3. Addresses of Contractors Contacted:

Name of Person/Business: _____
 Street or PO Box: _____
 City/State/Zip Code: _____
 Work Telephone Number: _____
 Quote/Bid given: _____

Name of Person/Business: _____
 Street or PO Box: _____
 City/State/Zip Code: _____
 Work Telephone Number: _____
 Quote/Bid given: _____

Name of Person/Business: _____
 Street or PO Box: _____
 City/State/Zip Code: _____
 Work Telephone Number: _____
 Quote/Bid given: _____

Contractor Selected: _____

Basis for Selection: Lowest Price _____ Other _____

If the basis for selection was not the lowest price, explain the basis used:

Signature of Grantee Official

Date