



**WENATCHEE CITY COUNCIL
Thursday, October 25, 2018**

Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

AGENDA

4:30 p.m. Executive Session.

Executive session:

- (1) To consider the acquisition of real estate when public knowledge regarding such consideration would cause a likelihood of increased price. RCW 42.30.110(1)(b).
- (2) To consider the minimum price at which real estate will be offered for sale when public knowledge regarding such consideration would cause a likelihood of decreased price. RCW 42.30.110(1)(c).
- (3) To discuss with legal counsel representing the city matters related to potential litigation to which the city may become a party when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to 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 #187944 through #188010 in the amount of \$203,394.62 for October 11, 2018

Payroll distribution in the amount of \$327,410.00 for October 19, 2018

Payroll distribution (retirees) in the amount of \$11,661.81 for October 31, 2018

Claim checks #188019 through #188117 and Wire #1449 in the amount of \$282,914.09 for October 19, 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.

- Veterans Day Proclamation
- Years of Service Awards – May 2018 through October 2018

5. Action Items.

- A. First Amended and Restated Interlocal Cooperation Agreement for Fire Marshal and Other Related Services between the City of Wenatchee and Chelan County Fire Protection District No. 1
Presented by Executive Services Director Allison Williams

Motion for City Council to authorize the Mayor's signature on the First Amended and Restated Interlocal Cooperation Agreement for Fire Marshal and Other Related Services between the City of Wenatchee and Chelan County Fire Protection District No. 1.

- B. 2019 Emergency Management Contract
Presented by Executive Services Director Allison Williams

Motion for City Council to authorize the Mayor's signature on the 2019 Agreement for Emergency Services between the City of Wenatchee and Chelan County Department of Emergency Management.

- C. 2019 Contract for Legal Services
Presented by Executive Services Director Allison Williams

Motion for City Council to confirm the Mayor's appointment of City Attorney and authorize the Mayor's signature on the Contract for Legal Services between the City and Steve D. Smith, of Davis, Arneil Law Firm, LLP.

- D. Western Avenue Safety Improvements – Project No. 1301
Presented by Engineering Services Manager Jacob Huylar

Motion for City Council to accept the work performed by the contractor, Bianchi Construction, on the Western Avenue Safety Improvements project, City Project No. 1301, and further authorize the Mayor to sign the Final Contract Voucher.

- E. Public Bridge at Second Street - Wenatchee Reclamation District/McKittrick Place, LLC
Presented by City Engineer Gary Owen and Public Works Director Rob Jammerman

Motion for City Council to authorize the Mayor to complete negotiations and final agreements with the Wenatchee Reclamation District and McKittrick Place, LLC for the construction of a public bridge and associated connections to the current city street system, and further authorize the Mayor to sign the agreements on behalf of the City.

- F. Project 1713 Budget Amendment
Presented by Senior Engineer – Utilities Jeremy Hoover

Motion for City Council to amend the project budget by \$158,500 to pay for the additional paving and roadway work and further authorize the Mayor to approve the construction change order.

- G. Purchase and Sale Agreement – Mission/Kittitas Parking Lot
Economic Development Director Steve King

Motion for City Council to authorize the Mayor to sign a third amendment to the real estate purchase and sale agreement with Weidner Apartment Homes for the Mission and Kittitas parking lot, extending the due diligence period and an additional 90 days.

- H. Chelan Douglas Land Trust Annexation
Presented by Community Development Director Glen DeVries

Motion for City Council to approve Resolution No. 2018-36, fixing time for public hearing on petition for annexation of an unincorporated area located directly west of Phase VIII and IX of the Broadview neighborhood at the end of Maiden Lane also known as the Chelan Douglas Land Trust Annexation.

6. Reports.

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

7. Announcements.

8. Adjournment.



DRAFT

**WENATCHEE CITY COUNCIL
Thursday, October 11, 2018**

Wenatchee City Hall
129 South Chelan Avenue
Wenatchee, WA 98801

MINUTES

In attendance:

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

Staff in attendance:

Executive Services Director Allison Williams
Assistant City Attorney Danielle Marchant
City Clerk Tammy Stanger
Information Systems Support Jessi Saucedo
Public Information Officer Annagrisel Alvarez
Police Chief Steve Crown
Community Development Director Glen DeVries
City Engineer Gary Owen
Finance Director Brad Posenjak
Public Works Director Rob Jammerman

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 absences of Councilmembers Jim Bailey and Keith Huffaker were noted for the record.

2. Consent Items

Motion by Councilmember Mark Kulaas to approve agenda, vouchers, and minutes from previous meetings, and to add Item 11 to the agenda "executive session regarding real estate matters." Councilmember Lyle Markhart seconded the motion. Motion carried (5-0).

3. Citizen Requests/Comments

Mayte Bailmas, of East Wenatchee, addressed the Council and thanked them for the follow up from her concern she brought earlier this year related to her selling baked goods at Methow Park. There has been follow up from the Health District and she appreciated the follow up.

Manuel Valencia thanked the Council for all the work that has been done in South Wenatchee and for districts – Councilmember Linda Herald has been present. He invited everyone to attend the UNA event this Saturday at Kiwanis Methow Park from 1-6 pm.

Teresa Zepeda, 1119 Rosewood, Wenatchee, thanked the City Council for the work done for districts. She especially thanked Councilmember Linda Herald for being present at Fiestas Mexicanas and being attentive to the citizens.

Jeff Sutton, 1514 Westwood, Wenatchee, addressed the City Council on behalf of Velocity Swimming regarding the importance of the City Pool and continuing needs to maintain the asset to the community. (The City Pool is the only 10-lane outdoor pool in the State of Washington).

4. Presentations

- Make a Difference Day Proclamation read by Councilmember Linda Herald and presented to community volunteer Margie Kerr who invited everyone to participate in a project on Make a Difference Day which is Saturday, October 27.
- Code Enforcement Officer Appreciation Week Proclamation read by Councilmember Ruth Esparza and presented to City Code Enforcement Officer/Building Inspector John Fairbanks who said a few words in appreciation of the recognition.

5. Action Items

A. Interlocal Agreement with Columbia River Drug Task Force

Staff report presented by Police Chief Steve Crown. Council asked questions.

Motion by Councilmember Mike Poirier for City Council to approve the Interlocal Cooperative Agreement with the Columbia River Drug Task Force and authorize the Mayor's signature. Motion seconded by Councilmember Linda Herald. Motion carried (5-0).

B. Wenatchee Planning Commission Appointment

Staff report presented by Community Development Director Glen DeVries

Motion by Councilmember Linda Herald to approve Resolution No. 2018-34, appointing a voting representative to the Wenatchee Planning Commission to fill an unexpired term ending December 31, 2019 (Josh Jorgensen). Motion seconded by Councilmember Lyle Markhart. Motion carried (5-0).

C. Resolution Setting Public Hearing to Vacate a Portion of City Right-of-Way

Staff report presented by City Engineer Gary Owen. Council asked questions.

Motion by Councilmember Mark Kulaas to approve Resolution No. 2018-35, initiating the vacation of a portion of the city right-of-way along Piere Street. Motion seconded by Councilmember Mike Poirier. Motion carried (5-0).

6. Public Hearing Items

The Mayor explained the public hearing process.

D. 2019 Property Tax Levies

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

The Mayor asked for public comment. There was no one who wished to speak. The Mayor then turned it back over to the City Council for action.

Motion by Councilmember Ruth Esparza to approve Ordinance No. 2018-28, authorizing an increase in the regular property tax levy to be collected in the 2019 tax year. Motion seconded by Councilmember Lyle Markhart. Motion carried (5-0).

Motion by Councilmember Mark Kulaas to approve Resolution No. 2018-33, requesting the Chelan County Assessor to collect sufficient funds to address debt service requirements of a voter approved bond levy. Councilmember Linda Herald seconded the motion. Motion carried (5-0).

7. Discussion Item

(1) 2019 Preliminary Budget Review. Finance Director Brad Posenjak presented an overview of the 2019 preliminary budget. A public hearing for adoption of the final 2019 budget is scheduled for November 15, 2018.

8. Reports

a. Mayor's Report.

The Mayor reported on the following:

- (1) Parkside project is not yet complete.
- (2) The Mayor met with a Veteran's group earlier this week regarding the Community Center.
- (3) The Mayor held a "fireside chat" on Wednesday at the PSC.
- (4) He attended the Transportation Council meeting today.
- (5) The Governor will be in town tomorrow for mental health meeting and the Mayor plans to attend.
- (6) The Mayor reported that at next week's work session there will be information presented about Councilmember salaries. He will be absent from that meeting but would recommend that if they do decide to increase salaries that they have an implementation date of 1/1/2022.

Executive Services Director Allison Williams added the following:

- (1) A Director's meeting was held today.
- (2) Work continues for the temporary City Hall move to the third floor of the Federal Building.
- (3) The Federal Building fountain is working.
- (4) Next Friday is the deadline to determine if City Hall will move the week of Thanksgiving or be delayed.
- (5) The TTC celebrated its 10-year anniversary this week and there is a video to commemorate the anniversary.

b. Reports/New Business of Council Committees.

Councilmember Linda Herald hosted two Misawa students last week as part of the Sister City exchange for the Wings & Wheels Festival.

Councilmember Mark Kulaas reported that the Wenatchee Downtown Association Board will be inviting the Mayor and City Council to dinner the last Thursday of November and that the Veteran's Day banners are going up soon in downtown. He also reported that there has been discussion about the impact of the Chelan County PUD moving from downtown. Councilmember Kulaas also reminded everyone of the WDA "Trick or Treat" event on Halloween downtown.

9. Announcements. Councilmember Linda Herald announced that the Festival of Trees is coming up and if anyone wants to decorate a tree to let her know.

10. Adjournment. The regular meeting adjourned at 6:12 p.m.

11. Executive Session.

Councilmember Mark Kulaas made a motion to convene in executive session regarding real estate matters for a time period not to exceed 25 minutes with legal counsel present. Councilmember Ruth Esparza seconded the motion. Motion carried (5-0).

Council adjourned from executive session at 6:35 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, October 18, 2018
5:15 p.m.

Minutes

Present:

Mayor Pro Tem Ruth Esparza
Councilmember Jim Bailey
Councilmember Keith Huffaker
Councilmember Mark Kulaas
Councilmember Linda Herald
Councilmember Mike Poirier

Staff Present:

Executive Services Director Allison Williams
City Clerk Tammy Stanger
Public Information Officer Annagrisel Alvarez
Community Development Director Glen DeVries
Finance Director Brad Posenjak
Police Chief Steve Crown

DISCUSSION ITEMS:

A. 5:15 pm – 5:35 pm Mission Ridge Expansion

Mission Ridge General Manager Josh Jorgensen presented an overview of the proposed Mission Ridge Expansion Project, reflecting the needs of the community and the economic impact, while being competitive with other ski resorts, and providing sustainability for the resort for years to come. Councilmember Linda Herald commented on the importance of Mission Ridge to the community during the winter months and the economic impact it provides.

B. 5:35 pm – 5:45 pm Council-Mayor Salary Review

Executive Services Director Allison Williams provided the City Council with a comparative analysis for both the Mayor salary and City Council salary discussion.

The City Council would some additional information regarding the Mayor's salary:

- (1) What benefits does the Mayor receive?
- (2) What is the cost of living in comparable cities?
- (3) How long as the current Mayor salary been in place?
- (4) History of cost of living increases.

They will review this information prior to the November 1 meeting, so that if a change is necessary it will be included in the 2019 budget.

The City Council then discussed the comparable city salaries for Councilmembers and discussed the ability to look at adjustments per the Implicit Price Inflation Index. By taking the average comparable salaries they would like staff to have an Ordinance for consideration at the January 24, 2018, setting City Councilmember salaries at \$1,000 as of 1/1/2022, with an update annually per the Implicit Price Inflation Index (which is the model that the State Salary Commission uses).

C. 5:45 pm – 5:55 pm Critical Areas

Community Development Director Glen DeVries provided an update to the City Council on the recent code update for critical areas and the question from the Chelan County PUD as to their concerns regarding maintenance and replacement. The Planning Commission reviewed and believes that the concerns of the PUD did not warrant a change in the code; however, there could be a minor change to accommodate their concerns. The City Council discussed the matter and indicated that it's not only a PUD concern, but for fairness for all utility providers, they would like to see the issue revisited and if minor adjustments are needed, they would consider.

D. 5:55 pm – 6:25 pm Housing Steering Committee Updates – Glen DeVries

Community Development Director Glen DeVries presented revised Bylaws for the Housing Steering Committee. The revision keeps the City of Wenatchee as the lead for the financial component of the plan. It was also suggested that staff could present workshops to the City Council throughout the year for information and feedback to the City Council representative to take back to the Housing Steering Committee. Council emphasized that homelessness planning response is a regional responsibility and the program needs accountability of the public dollars spent through its elected officials, and it is imperative that elected officials attend these meetings to make the decisions for continued planning.

With nothing further to discuss the meeting adjourned at 6:28 p.m.

Ruth Esparza, Mayor Pro Tempore

Attest:

Tammy L. Stanger

PROCLAMATION

WHEREAS,

On November 11 of each year we honor our Veterans, men and women who have served our country with honor and distinction. On Veterans Day we show them our deepest thanks. Their sacrifices have helped secure more than two centuries of American progress, and their legacy affirms that no matter what confronts us or what trials we face, there is no challenge we cannot overcome, and our best days are still ahead.

WHEREAS,

Although much has changed since Americans first took up arms to advance freedom's cause, the spirit that moved our forebears is the same spirit that has defined each generation of our service members. Our men and women in uniform have taught us about strength, duty, devotion, resolve - cornerstones of a commitment to protect and defend that has kept our country safe for over 200 years. In war and in peace, their service has been selfless and their accomplishments have been extraordinary.

WHEREAS,

Even after our Veterans take off the uniform, they never stop serving. Many apply the skills and experience they developed on the battlefield to a life of service here at home. They take on roles in their communities as doctors and police officers, engineers and entrepreneurs, mothers and fathers. As a grateful Nation, it is our task to make that transition possible - to ensure our returning heroes can share the opportunities they have given so much to defend. The freedoms we cherish endure because of their service and sacrifice, and our country must strive to honor our Veterans by fulfilling our responsibilities to them and upholding the sacred trust we share with all who have served.

WHEREAS,

On days like this, we are called to reflect on immeasurable burdens that have been borne by so few. We pay tribute to our wounded, our missing, our fallen, and their families - men and women who have known the true costs of conflict and deserve our deepest respect, now and forever.

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee, with respect for and in recognition of the contributions our service members have made to the cause of peace and freedom around the world, do hereby proclaim November 11, 2018, as Veterans Day in the City of Wenatchee, and encourage all citizens to recognize the valor and sacrifice of our Veterans through appropriate public ceremonies and private prayers.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 25th day of October, 2018.

FRANK J. KUNTZ, Mayor

To: Mayor Frank Kuntz
City Council Members

From: Kari Page, Director of Human Resources

RE: **Service Awards – May through October 2018**

Date: October 25, 2018

Overview / Background:

The City of Wenatchee acknowledges employees who have reached milestones in their years of service. We recognize the following employees and extend our sincere gratitude for their dedication and many contributions to City of Wenatchee success.

30 Years

Month/Year	Employee Name	Job Title	Department
May 2018	Tony Scherting	Senior Regional Water Plant Operator	Public Works

25 Years

May 2018	Gary Faulkner	Senior Engineering Technician	Public Works
September 2018	Julie McWiggins	Quality Control Technician	Public Works

20 Years

June 2018	Bill Schneider	Maintenance Worker – Streets	Public Works
August 2018	Maria Reyes	Permit Specialist	Community Development
October 2018	Allison Williams	Executive Services Director	Administration

10 Years

May 2018	Seth Buhler	Corporal	Police
May 2018	Dave Hendrickson	Inmate Trustee Coordinator	Public Works
May 2018	Donald Nelson	Development Review Engineer	Public Works
July 2018	Todd Davis	Maintenance Worker – Streets	Public Works
July 2018	Nathan Hahn	Sergeant	Police
August 2018	Ron Wilson	Officer First Class	Police
August 2018	Chris Wright	Officer First Class	Police
September 2018	Devlin Walt	WWTP Maintenance Technician	Public Works

5 Years

June 2018	Glen DeVries	Community Development Director	Community Development
June 2018	Tim Herdt	Maintenance Worker II – Parks	Public Works
September 2018	Kevin Battis	Officer First Class	Police
September 2018	Josh Rader	WWTP Operator	Public Works
September 2018	Josh Winn	Senior Traffic & Lighting Technician	Public Works

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: First Amended and Restated Interlocal Cooperation Agreement for Fire Marshall and Other Related Services Between the City of Wenatchee and Chelan County Fire Protection District #1

DATE: October 22, 2018

Background: In 2015, City Council entered into a Interlocal Agreement with Chelan County Fire Protection District #1 (District) as a result of the annexation of the City into the fire district. The agreement spelled out the specific obligations of each entity with respect to Fire Marshall duties and other needs as identified below:

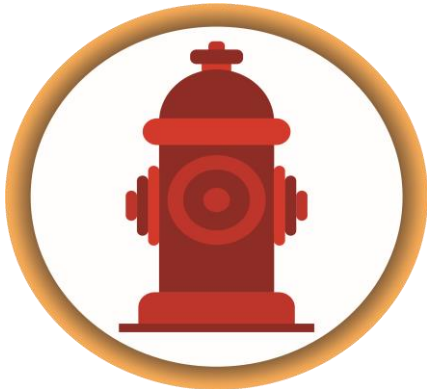
- **Section 3: Provision of Fire Marshall and Related Services:**
 - The City agreed to administer the International Fire Code and enforce it; to carry out new occupancy inspections for compliance with code; to enforce city codes in partnership with the District and to maintain, repair and flow test City hydrants.
 - The District took on fire prevention education, as well as conducting annual occupancy inspections and investigating fire origin, cause and circumstances. In addition, the District is in city development review meetings, inspects city hydrants and provides approvals for special events that include pyrotechnics.
 - Both entities cooperate to maintain the City's Fire Protection Class rating.

Amendment: This year, the District approached the City to augment the agreement, in particular, with respect to the provision of the hydrant maintenance program and reimbursement for those services, with the goal of receiving a better rating through Washington State Survey and Ratings Bureau (WSRB). In the September 2016 review by the WSRB, we were very close to lowering the fire rating to 4, as 4.22 was achieved (See attached Protection Class Report). With this amendment, enhanced services are identified with reporting (Section 3.3.ii.a) and hydrant maintenance (3.3.v). The District has provided justification for hours spent and apparatus cost for a new annual contract amount beginning at \$120,000 annually as spelled out in Section 4.

Budget Impact: The District presented to the City Council Public Safety Committee and the budget impact has been reviewed with the Finance Committee. The contract is funded by the city's water utility, with funding for additional services as identified in the agreement (last WHEREAS), the city's in lieu of payment for properties and the property taxes paid provide for the overall services.

Action Requested: A motion to authorize the Mayor's Signature on the First Amended and Restated Interlocal Cooperation Agreement for Fire Marshall and Other Related Services Between the City of Wenatchee and Chelan County Fire Protection District #1

Protection Class Report For: Wenatchee



Effective Date:

September 1, 2016



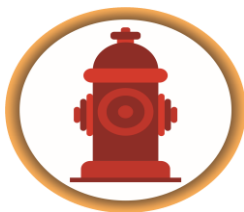
Washington Surveying and Rating Bureau (WSRB) is an independent, non-profit public service organization that has been serving the State of Washington since 1911.

As an information-gathering and publishing organization, WSRB is an authoritative resource for the insurance industry.

Our mission is to provide our customers with trusted information and services that enhance their decision-making and success.

One of the services WSRB provides for the insurance industry is determining the Protection Class Grading of communities and the Protection Class Ratings of the individual properties in those communities. It is these Protection Class Ratings that are used by insurance companies to help determine fire insurance premiums for properties. Before the Protection Class Rating for a property can be determined, the Protection Class Grading for the community the property is located in must be determined.

WSRB determines the Protection Class Grading of cities and fire protection districts by evaluating their fire protection/suppression capabilities using a schedule approved by the Washington State Office of the Insurance Commissioner. WSRB evaluates communities in four major areas: Water Supply, Fire Department, Emergency Communications and Fire Safety Control. As a result of this evaluation the community is assigned a Protection Class Grading of 1 through 10, where 1 indicates exemplary fire protection capabilities, and 10 indicates the capabilities, if any, are insufficient for insurance rating credit.



**Water
Supply**

WSRB evaluates the capacity, distribution and maintenance of water systems and fire hydrants.



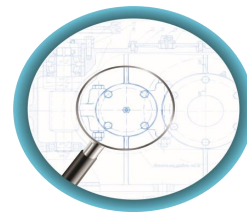
**Fire
Department**

WSRB evaluates the fire department, including fire stations, apparatus, equipment, personnel and their training.



**Emergency
Communications**

WSRB evaluates the emergency communication system used to dispatch the fire department.



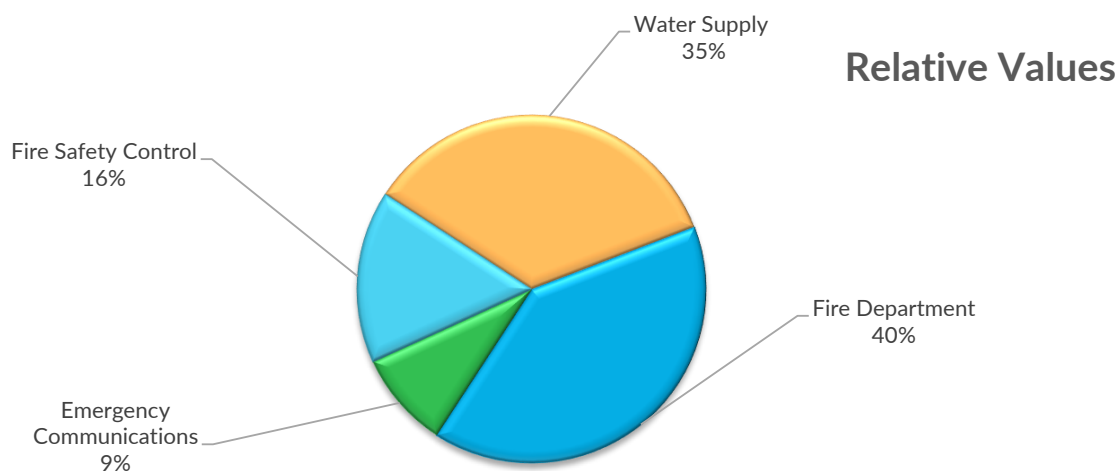
**Fire Safety
Control**

WSRB evaluates the fire code enforcement and fire safety education activities in the community.

The Protection Class evaluation process recognizes the efforts of communities to provide fire-protection services for citizens and property owners. This is why insurance companies use Protection Classes to help establish fair premiums for fire insurance – generally offering lower premiums in communities with better protection. By offering economic benefits for communities that invest in their firefighting services, the evaluation provides a real incentive for improving and maintaining fire protection.

To determine a community's Protection Class, WSRB uses the 2013 version of the Community Protection Class Grading Schedule. The Grading Schedule measures the fire protection capabilities of a community by means of a point system or, for communities without a recognized water supply, by comparison with minimum criteria. Under the point system, pertinent items are evaluated against the standards set forth in the schedule and points are assigned for each deviation from these standards, depending on the importance of the item and the degree of deviation.

The four major areas considered under the point system, as well as the relative value allocated to each, are shown below.

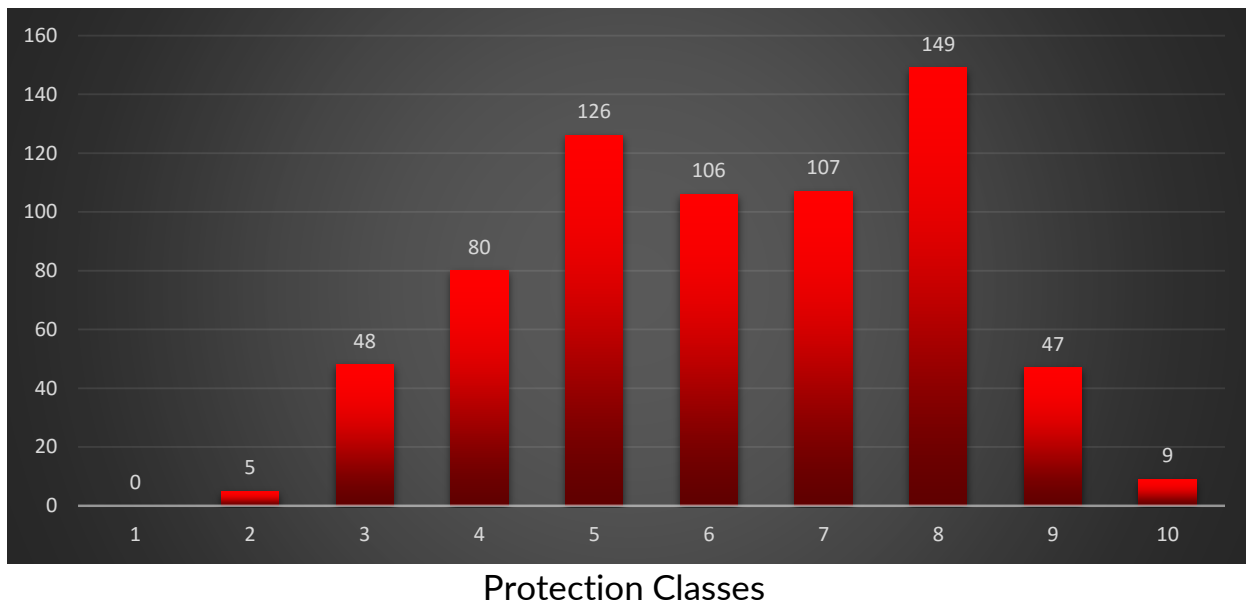


These four areas are evaluated and scored independent of each other. These scores are then combined in a final calculation to determine the Protection Class Grading for the community.

The following pages provide a point summary of all the items evaluated in the four major areas and for the final calculation to determine the Protection Class Grading for the community. The point system employed by the grading schedule is a deficiency point system with zero being the best score (100% credit). Following the point summary for each area and the final calculation is an explanation of the item, the pointed scored in each item and the percentage of credit attained for the item.

The Protection Class Grading produced by WSRB's evaluation is the overall Protection Class for the community, not the Protection Class of the all the properties located in the community. The rules of the applicable protection class manual must be applied to the Community Protection Class Grading to determine the Protection Class Rating of an individual property located within the community.

Buildings and property located within the graded community are eligible for the Protection Class of the community, but no better, if they meet the distance to fire station and applicable fire hydrant requirements. If these requirements are not met, the building will receive a different Protection Class Rating than the Protection Class Grading of the community. The chart below shows the number of communities in each Protection Class

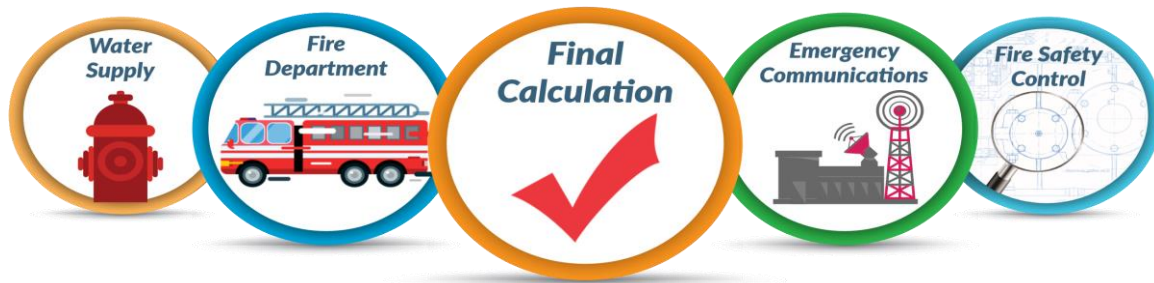


QUESTIONS?

Please contact the WSRB Fire Protection Analyst that conducted the evaluation if there are any questions on the evaluation. Their contact information is located on the results letter that accompanied this report or contact WSRB at 206-217-9772 or email us at PublicProtection@wsrb.com

Please contact WSRB Customer Service at 206-217-0101 or customerservice@wsrb.com if there are any questions on the Protection Class Rating for individual properties in the community. If the fire department or community officials are receiving Protection Class inquiries from insurance professionals, feel free to refer these inquiries to WSRB Customer

Final Calculation



FINAL CALCULATION



Community Protection Class Grade

Summary of Points

Sections Evaluated	Water Supply	Fire Department	Emergency Communications	Fire Safety Control
Points Scored	356	1099	157	250
Maximum Points	1450	1950	450	650
% of Credit	75	44	65	62
Relative Value of Section	0.35	0.4	0.09	0.16
Relative Class of Section	3	6	4	4

Total credit for all sections 5.96

Divergence Score 0.18

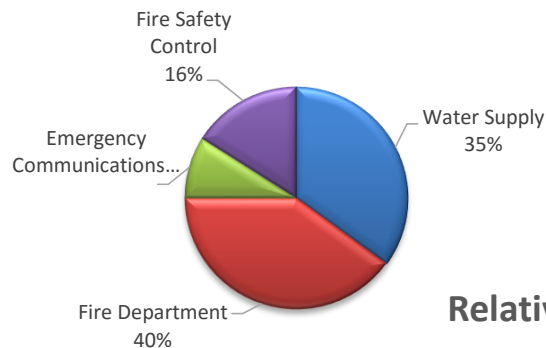
Community Protection Class (PC) Grade = (10-total Credit) + divergence score

Community Protection Class (PC) Grade = 4.22 (Unrounded Grade)

Community Protection Class (PC) Grade =

5

Protection Class	Unrounded Grade
1	0.0 to 1.00
2	1.01 to 2.00
3	2.01 to 3.00
4	3.01 to 4.00
5	4.01 to 5.00
6	5.01 to 6.00
7	6.01 to 7.00
8	7.01 to 8.00
9	8.01 to 9.00
10	9.01 to 10.00



Relative Values

FINAL CALCULATION



Community Protection Class Grade

Explanation of Points	Points Scored	% of Credit
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Water Supply	356	75%
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The water supplies in the community that provide fire hydrants are evaluated in this section. In communities with multiple water supplies, the water supplies are prorated by their size (number of fire hydrants) to determine the overall score. Water Supply Items 1 through 5 make up the total score for this section.

Fire Department	1099	44%
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The fire department servicing the community is evaluated in this section. The total service area of the fire department including incorporated and unincorporated area will be considered. Fire Department Items 1 through 17 make up the total score for this section.

Emergency Communications	157	65%
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The Emergency Communication Center responsible for dispatching the fire department that services the community is evaluated. This evaluation will also apply to other communities the communication center dispatches fire services to. Emergency Communication Items 1 through 3 make up the total score for this section.

Fire Safety Control	250	62%
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Fire Safety Control or fire prevention activities provided in the community are evaluated in this section. These activities may be provided by local, county or state authorities, all of which will be included in the evaluation. Fire Safety Control Items 1 through 4 make up the total score for this section.

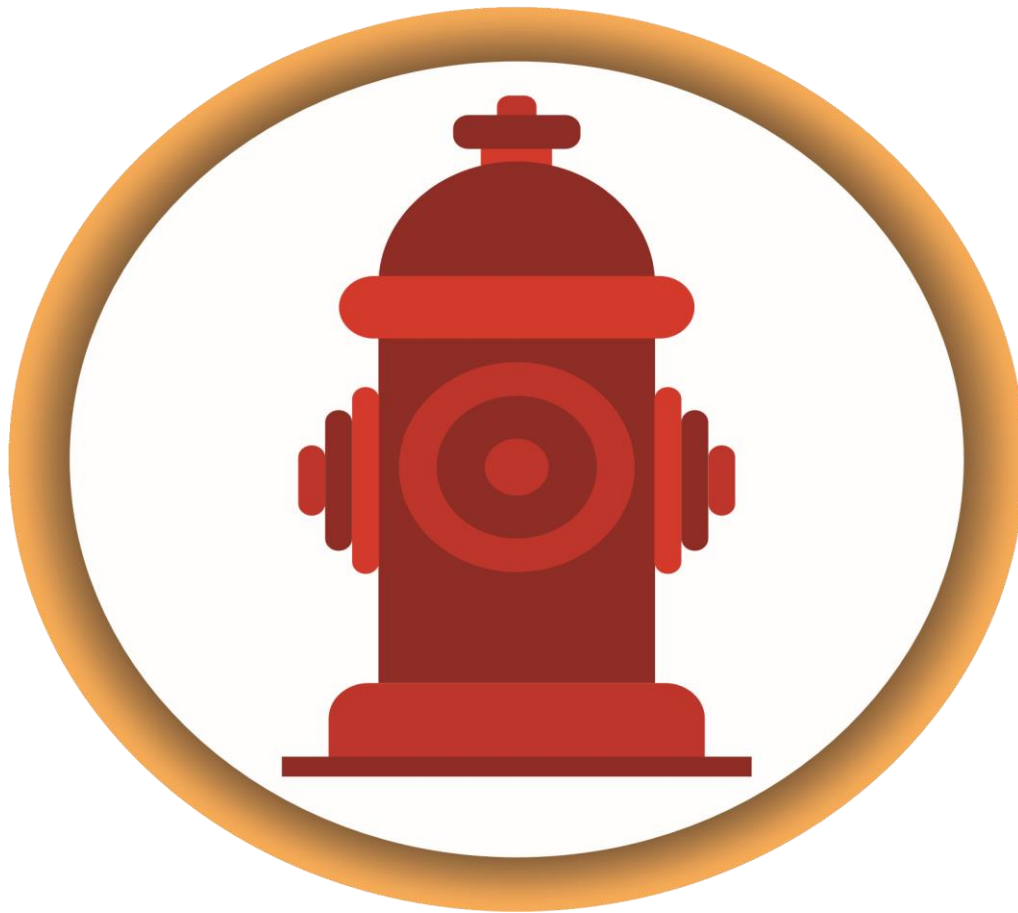
Divergence	0.18
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Excessive difference between the class of the Water Supply and the class of the Fire Department prevents the more effective feature from being utilized to its full relative value. An additional number of points are assigned to the grading of the community to recognize this divergence. Divergence in class between Water Supply and Fire Department of 2 classes or more shall have points added to the final grading of the community.

Community Protection Class (PC) Grade	5
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The Protection Class produced by this schedule is the overall class of the community, not the classification of all property located in the community. The rules of the applicable protection class manual must be applied to the Community Protection Class to determine the PC of an individual property located within the community.

Water Supply



WATER SUPPLY



SUMMARY OF POINTS

Item	Points
1 Adequacy of Water Supply	
1a. Commercial districts	161
1b. Residential districts	6
Total Points for Item	167
2 Distribution of Hydrants	
2a. Commercial districts	7
2b. Residential districts	0
Total Points for Item	7
3 Hydrants - Size, Type and Installation	
Total Points for Item	5
4 Hydrants - Inspection and Condition	
Total Points for Item	5
5 Arrangement, Operation and Maintenance of Water System Components	
5a. Arrangement and Operation	67
5b. Maintenance	105
Total Points for Item	172
Water Supply Total Points	356

WATER SUPPLY



Explanation of Points	Points Scored	% of Credit
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1. Adequacy of Water Supply

1a. Commercial Districts	161	79%
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This item evaluates the water system's ability to deliver the required fire flow for commercial properties in the community. The score for this item is determined by comparing the required fire flow for a building to the available fire flow. A building's required fire flow is calculated using type of construction, square footage, occupancy, external exposure, and whether the building is equipped with an automatic sprinkler system. Available fire flow is measured using hydrant flow tests and the capacity of the water system storage, pumps, filters, and mains.

1b. Residential Districts	6	98%
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Fire flow availability is also evaluated in the residential districts of the community. The base fire flow requirement for residential properties is 1,000 gpm for a one-hour duration. In the context for the Protection Class Grading Schedule, "residential" refers to one- to four-family dwellings.

2. Distribution of Hydrants

2a. Commercial Districts	7	98%
---------------------------------	----------	------------

This item evaluates whether commercial buildings located in the community have an adequate number of fire hydrants and if the fire hydrants are well distributed around the building. Buildings specifically rated by WSRB are used in evaluating this item.

2b. Residential Districts	0	100%
----------------------------------	----------	-------------

Residential structures in the community will be evaluated to determine if a fire hydrant is available within 600 feet. Point score is based on the total number of properties as compared to the number of properties with a fire hydrant within 600 feet.

3. Hydrants - Size, Type and Installation

	5	95%
--	----------	------------

Hydrants shall conform to American Water Works Association (AWWA) Standards for dry-barrel hydrants. Standard hydrants must have a minimum of one pumper outlet and two 2.5-inch outlets, be connected to at least a 6-inch water main, and be provided with a control valve on connections between the hydrant and street main. Hydrants should also have a quick-connect fitting on the pumper port and uniform operating direction.

WATER SUPPLY (continued)



Explanation of Points	Points Scored	% of Credit
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4. Hydrants - Inspection and Condition

	5	95%
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Hydrants must be inspected annually, including operating the hydrant and checking the static pressure. Flow tests of hydrants must be conducted at least every 5 years. Fire hydrants shall be marked for available water flow, free of obstructions, and kept in good condition.

5. Arrangement, Operation and Maintenance of Water System Components

5a. Arrangement and Operation	67	33%
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"Arrangement" of the water system components evaluates the location and number of water sources and water storage units. Multiple water sources and water storage locations provide redundancy in order to reduce the impact of failure of one part of the system. "Operation" considers how the system is monitored and controlled (telemetry), how water is delivered (pumps or gravity), and if backup power is provided for pumps. The water system shall be managed by a state-certified operator.

5b. Maintenance	105	48%
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This item evaluates the frequency of visits to and inspections of water system components other than hydrants. Regular visits and inspections allow for timely maintenance and repair of components. Water system components including wells, pumps, water tanks and reservoirs, pressure reducing, altitude, float control and isolation valves shall be regularly inspected.

Fire Department



Fire Department



SUMMARY OF POINTS

Item	Points
1 Pumpers	
1a. Number of Pumpers in Service	16
1b. Number of Reserve Pumpers	0
Total Points for Item	16
2 Ladder Trucks/Ladder Service	
2a. Number of Ladder Trucks in Service	0
2b. Number of Reserve Ladder Trucks	20
2c. Ground Ladder Service	10
Total Points for Item	30
3 Distribution of Companies	
Total Points for Item	31
4 Pumper Capacity	
4a. Pumper Capacity	0
4b. Reserve Pumper Capacity	0
Total Points for Item	0
5 Maintenance and Condition of Apparatus	
Total Points for Item	61
6 Number of Officers	
6a. Number of Chief Officers	33
6b. Number of Company Officers	31
Total Points for Item	64
7 Department Staffing	
7a. Normal Minimum Strength of Day Shift	132
7b. Normal Minimum Strength of Night Shift	132
Total Points for Item	264

Fire Department



SUMMARY OF POINTS (continued)

Item	Points
8 Engine and Ladder Company Unit Staffing	
Total Points for Item	68
9 Stream Devices	
Total Points for Item	14
10 Equipment for Pumpers and Ladder Trucks	
Total Points for Item	13
11 Hose	
11a. Total Amount of LDH & 2½-inch Hose	2
11b. Total Amount of 1½-inch Hose	0
11c. Total Amount of Pre-Connected Hose	0
Total Points for Item	2
12 Condition of Hose	
Total Points for Item	54
13 Training	
Total Points for Item	207
14 Response to Alarms	
Total Points for Item	2
15 Fire Operations	
Total Points for Item	208
16 Special Protection	
16a. Fireboats in Service	0
16b. Other Needed Special Protection	0
Total Points for Item	0
17 Miscellaneous Factors and Conditions	
17a. Fire Stations	43
17b. Fuel	9
17c. Delays in Response	13
Total Points for Item	65
Fire Department Total Points	1099

Fire Department



Explanation of Points	Points Scored	% of Credit
-----------------------	---------------	-------------

1. Pumpers

1a. Pumpers	16	92%
-------------	----	-----

The number of pumpers in service and regularly responding to alarms must be sufficient to properly protect the community. The number of pumpers required is determined by evaluating the fire flow requirements in the community, geographical distribution of structures, response of engines outside the community, and frequency of alarms. The required number of pumpers is compared to the number of pumpers in service. Pumper-ladder trucks will be credited under this item. Automatic aid will be considered in this item.

1b. Reserve Pumpers	0	100%
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To maintain the required number of pumpers in service, one reserve pumper is required for every 8 pumpers required to be in service, but no fewer than 1. Reserve pumpers shall be fully equipped, tested, and maintained for service.

2. Ladder Trucks/Ladder Service

2a. Number of Ladder Trucks in Service	0	100%
--	---	------

The number of ladders trucks in service and regularly responding to alarms must be sufficient to properly protect the community. A ladder truck is required when a community has at least 5 buildings with a required fire flow of 4,000 gpm or greater and/or 3 stories (35 feet) in height. The required number of ladders is compared to the number of ladders in service. Pumper-ladder trucks will be credited under this item. Automatic aid will be considered in this item. The height and type of ladder truck will also be evaluated in this item.

2b. Number of Reserve Ladder Trucks	20	0%
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To maintain the required number of ladder trucks in service, one reserve ladder truck is required for every five ladder trucks required to be in service, but no fewer than one. Reserve ladders shall be fully equipped, tested, and maintained for service.

2c. Ground Ladder Service	10	80%
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In those communities not considered to require a standard ladder truck, sufficient ground ladders to reach the roofs of buildings must be carried on pumpers or special apparatus. The number, type, height, and testing of ground ladders will be evaluated in the item.

Fire Department (Continued)



Explanation of Points	Points Scored	% of Credit
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3. Distribution of Companies

	31	85%
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Engine and ladder companies must be distributed to provide effective protection to the community. Structures should be within 1.5 road miles of a first-alarm engine company and 2.5 miles of a ladder company. Distances may be increased to 4 road miles in areas with separation of 100 feet or more between buildings. Pumper-ladders and automatic aid will be considered in this item.

4. Pumper Capacity

4a. Pumper Capacity	0	100%
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Adequate pumper capacity must be provided on the first alarm to meet or exceed basic fire flow. All fire pumps must be tested annually to receive full credit. Automatic aid will be considered in this item.

4b. Reserve Pumper Capacity	0	100%
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The total pumper capacity, including reserve pumps, with 1 for each 8 required pumps (but not fewer than 1 and including the largest) out of service, must be sufficient to maintain the total pumper capacity required.

5. Maintenance and Condition of Apparatus

	61	59%
--	----	-----

The points scored in this item are based on the percentage scores of the subitems below. No points are assigned to these subitems.

5a. Facilities and Personnel		80%
------------------------------	--	-----

Facilities, preferably departmental, must be adequate to properly service all apparatus, and an adequate number of personnel trained in fire apparatus maintenance must be provided. This item evaluates who operates the maintenance facility and the certifications of the maintenance personnel.

5b. Preventative Maintenance		54%
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A suitable preventive maintenance program must be in effect; this includes service tests of pumpers and inspection and testing of aerial ladders and elevating platforms. This item evaluates how often apparatus are checked and inspected. The testing frequency of pumps, aerials, foam systems, CAFS, breathing air systems, apparatus road test, and weight verification are also evaluated.

5c. Age of Apparatus		60%
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The age of apparatus will be considered in determining condition. Pumpers, ladders, and support vehicles older than 15 years will receive deficiency points. Apparatus older than 25 years will receive additional deficiency points.

Fire Department (Continued)



Explanation of Points	Points Scored	% of Credit
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6. Number of Officers

6a. Number of Chief Officers	33	34%
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A chief officer in charge of the department must be on duty at all times but need not sleep at a fire station to be considered on duty provided there are adequate means for notification and response to alarms. Departments with more than 8 companies, in addition to the chief and assistant chief, must have sufficient battalion or district chiefs to provide one on duty in a fire station at all times for each 8 companies or major fraction required. Two active volunteer officers may be considered equivalent to one full on-duty officer, up to half the number of officers required.

6b. Number of Company Officers	31	38%
--------------------------------	----	-----

There must be sufficient company officers to provide one on duty at all times with each required engine or ladder company. Two active volunteer officers may be considered equivalent to one full on-duty officer, up to half the number of officers required.

7. Department Staffing

7a. Normal Minimum Strength of Day Shift	132	34%
--	-----	-----

There must be 6 firefighters on duty for each of the required engine and ladder companies. Only personnel who participate in actual structural firefighting operations will be credited. Personnel staffing ambulances or other units serving the general public may be credited depending on the extent they are available for firefighting duties. Three call and/or volunteer firefighters will be considered equivalent to 1 on-duty firefighter. Call or volunteer firefighters may not exceed half the required strength of required companies. If adequate records of response are not kept, credit may be limited to 1 on-duty for each 6 call or volunteer firefighters. Call or volunteer firefighters working defined shifts at fire stations may be considered equivalent to on-duty firefighters. Response of firefighters on automatic aid apparatus and the response of off-shift personnel will also be considered in this item.

7b. Normal Minimum Strength of Night Shift	132	34%
--	-----	-----

There must be 6 firefighters on duty for each of the required engine and ladder companies. Only personnel who participate in actual structural firefighting operations will be credited. Personnel staffing ambulances or other units serving the general public may be credited depending on the extent they are available for firefighting duties. Three call and/or volunteer firefighters will be considered equivalent to 1 on-duty firefighter. Call or volunteer firefighters may not exceed half the required strength of required companies. If adequate records of response are not kept, credit may be limited to 1 on-duty for each 6 call or volunteer firefighters. Call or volunteer firefighters working defined shifts at fire stations may be considered equivalent to on-duty firefighters. Response of firefighters on automatic aid apparatus and the response of off-shift personnel will also be considered in this item.

Fire Department (Continued)



Explanation of Points	Points Scored	% of Credit
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8. Engine and Ladder Company Unit Staffing

	68	79%
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Unit staffing strength for engine and ladder companies only considers companies with apparatus in service credited in items 1 and 2. The amount by which the required 6 on-duty firefighters per company exceeds the on-duty strength (as determined in Item 7), divided by the number of in-service companies, equals the average deficiency per company.

9. Stream Devices

	14	72%
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Turrets, nozzles, foam equipment, and, where required, elevated stream devices must be provided. This item evaluates the required stream devices to the devices provided. Credit will be limited if annual testing is not conducted and maintenance records are not provided.

10. Equipment for Pumpers and Ladder Trucks

	13	87%
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This item will consider equipment for existing pumpers and ladder trucks, except for such equipment considered in Items 2c (ground ladders), 9 (stream devices), and 11 (hose). Credit for SCBA's will be limited if inspection and testing is not conducted and maintenance records are not provided.

11. Hose

11a. Total Amount of LDH & 2 1/2-inch Hose	2	98%
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This Item considers whether adequate hose is carried on each pumper and whether adequate reserve hose is provided. The requirement for large diameter hose (3.5 inches or larger) for each pumping apparatus is 600 feet on the apparatus and 300 feet in reserve. The requirement for 2.5-inch + hose is 800 feet on the apparatus and 400 feet in reserve.

11b. Total Amount of 1 1/2-inch Hose	0	100%
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The requirement for 1.5-inch + hose on each pumping apparatus is 400 feet with 200 feet in reserve.

11c. Total Amount of Pre-Connected Hose	0	100%
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The requirement for pre-connected, 1.5-inch + hose on each pumping apparatus is 200 feet. Booster hose that is pre-connected to the pump is creditable, but booster hose smaller than 1.5 inches will only receive 50% credit.

Fire Department (Continued)



Explanation of Points	Points Scored	% of Credit
12. Condition of Hose	54	33%

The points scored in this item are based on the percentage scores of the subitems below. No points are assigned to these subitems.

12a. Hose Testing Frequency	40%
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All hose, in service and reserve, must be maintained in good condition and tested annually in accordance with NFPA Standard 1962.

12b. Age of Hose	7%
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The age of all hose in service and in reserve is evaluated for the item.

12c. Hose Washing, Drying, and Storage Facilities	40%
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Suitable facilities and procedures must be provided for washing, drying, and storing hose. This is to prevent mildew in the hose jackets and rust / corrosion in hose compartments.

12d. Cotton Jacket Hose	100%
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An additional deficiency will be added for cotton-jacketed hose.

13. Training	207	31%
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The points scored in this item are based on the percentage scores of the subitems below. No points are assigned to these subitems.

13a. Supervision	80%
-------------------------	------------

Training must be under the guide of a qualified training officer. Maximum credit is achieved when the training officer has at least 10 years of direct incident command experience, a rank of captain or better, and certification as a Fire Instructor II. Personnel in charge of training sessions must be certified as fire instructors.

13b. Company Training	23%
------------------------------	------------

Firefighters are required to have a minimum of 20 hours of structural fire fighting training per firefighter, per month. This amount can be reduced by 25%, to 15 hours, for firefighters that are certified Firefighter I and by 50%, to 10 hours, for firefighters that are certified firefighter II. Training should include topics outlined in NFPA 1001: Standard for Fire Fighter Professional Qualifications.

13c. Training Center Training	18%
--------------------------------------	------------

This item evaluates the quantity of training at a training center and the quality of the training center. A minimum of 8 half-day (3-hour) drills per year, including 2 drills at night and 4 multiple-company drills, shall be provided for all firefighters. Training centers shall be provided with a drill tower that is 3 stories in height (4 stories in height if a ladder truck is required in the community), a structure to support live fire simulation, a combustible liquid pit (minimum of 20-foot radius accessible from all directions), training aids and props, and an area of at least 2 acres suitable for multi-company operations.

13d. Officer Training	20%
------------------------------	------------

A minimum of two days per year (16 hours) is required for all officers. This amount can be reduced by 25%, to 12 hours, for officers that are certified Fire Officer I and by 50%, to 8 hours, for officers that are certified Fire Officer II. Officer training should include topics outlined in NFPA 1021: Standard for Fire Officer Professional Qualifications that focus on leadership, fire tactics, and incident command.

Fire Department (Continued)



Explanation of Points	Points Scored	% of Credit
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13e. Driver & Operator Training		100%
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Personnel who drive and/or operate apparatus shall participate in a minimum of 1 day (8 hours) of training per year. Training should include topics outlined in NFPA 1002: Standard for Fire Apparatus Driver/Operator Professional Qualifications. Current state-approved EVIP certification can serve in lieu of annual training.

13f. Recruit Training		60%
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New fire department members shall receive a minimum of 240 hours of recruit training before becoming active firefighters. Training should include topics outlined in NFPA 1001: Standard for Fire Fighter Professional Qualifications.

13g. Pre-Fire Planning		10%
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An annual inspection of all commercial or similar type buildings is required. Pre-fire information shall be readily available on responding apparatus. Pre-fire plans should be in accordance with NFPA 1620: Recommended Practice for Pre-Incident Planning.

14. Response to Alarms	2	98%
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The points scored in this item are based on the percentage scores of the subitems below. No points are assigned to these subitems.

14a. Run Cards		100%
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Run cards detailing the fire department response to fires must be developed for all areas of the community.

14b. Commercial Districts		95%
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Adequate response to alarms must be established. The required first alarm response depends on the district's basic fire flow. For districts with basic fire flow from 1500-3,999 gpm, at least 1 chief officer, 2 engine companies, and 1 ladder service company are required. For districts with basic fire flow from 4,000-8,999 gpm, at least 1 chief officer, 3 engine companies, and 1 ladder truck company are required. When basic fire flow is 9,000 gpm or higher, at least 1 chief officer, 3 engine companies, and 2 ladder truck companies are required.

14c. Residential Districts		96%
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At least 1 chief officer, 2 engine companies, and adequate ladder equipment are required to respond to residential districts.

14d. Multiple Alarms		100%
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Engine company response to each additional alarm for the same fire should approximate the number of engine companies required for the first alarm.

14e. Cover Plan		100%
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Response areas in the community must have a cover plan for when the first due companies are out of service.

Fire Department (Continued)



Explanation of Points	Points Scored	% of Credit
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15. Fire Operations

	208	35%
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Consideration will be given to the ability of the department to operate effectively at fires. Effectiveness is dependent on staffing and training; however, others factors can also affect fire operations. Percentage for this item will be determined by taking the average of the percentages from Items 7, 8, and 13 and adjusting as conditions warrant.

16. Special Protection

16a. Insufficient Fireboats in Service	0	100%
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A suitably staffed, equipped, and maintained fireboat will be required where at least 1 mile of wharf frontage necessitates firefighting operations from the water side. Such frontage must be within 1.5 miles of a fireboat.

16b. Lack of Other Needed Special Protection	0	100%
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Conditions in the municipality that require special fire department protection in addition to that covered elsewhere in this schedule will be considered in this item. Conditions considered in this item include but are not limited to: waterfront properties needing some special protection but not requiring a conventional fireboat, extensive brush areas, extensive bulk oil and other hazardous storage.

17. Miscellaneous Factors and Conditions

17a Fire Stations	43	57%
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This item considers suitability of fire stations, including construction, housing of apparatus, and if the station is provided with a secondary power source. Communication equipment should be provided at fire stations and include two-way radios, spare portable radios, commercial telephone, and means for public reporting to the dispatch center. Firefighters must have two separate means for receiving alarms from the communication center that are under the control of the communications center. At least one means must be supervised. If the stations are not staffed, firefighters must be equipped with the means to receive alarms.

17b. Fuel	9	55%
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Fuel must be available in sufficient quantities at fire stations. Suitable arrangements must be made for delivery of fuel to apparatus at fires of long duration.

17c. Delays in Response	13	87%
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The possibility of delays due to poor condition of roads, including snow and ice, steep grades, vehicle parking, traffic, railroad grade crossings, and similar features are considered in this item.

Emergency Communications



Emergency Communications



SUMMARY OF POINTS

Item	Points
1 Communication Center	
1a. Building Construction, Exposures and Communicating Openings	18
1b. Fire Protection	6
1c. Security	5
1d. Emergency Lighting	0
Total Points for Item	29
2 Communication Center Equipment	
2a. Computer-Aided Dispatch (CAD)	25
2b. Recording	0
2c. Telephone Service	0
2d. Supervision	20
2e. Dispatch Circuits	40
2f. Emergency Power	2
Total Points for Item	87
3 Telecommunicators	
3a. Training	0
3b. Number of Telecommunicators on Duty	41
Total Points for Item	41
Emergency Communications Total Points	157

EMERGENCY COMMUNICATIONS



Explanation of Points	Scored Points	% of Credit
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1. Communications Center

1a. Building Construction, Exposures and Communicating Openings	18	64%
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This item evaluates the building where the communication center is located. Communication centers should be in fire-resistive, separate buildings without internal or external exposures.

1b. Fire Protection	6	80%
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This item evaluates the adequacy of fire protection provided for the communication center, including portable fire extinguishers, fire alarms, automatic sprinkler systems and suppression systems in computer and data-processing equipment rooms.

1c. Security	5	50%
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Communication center security is meant to protect against vandalism, terrorism, and civil disturbances. Restricted access, security of doors and windows, and the vulnerability of the areas surrounding the center are considered.

1d. Emergency Lighting	0	100%
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Communication centers must be provided with emergency lighting that will be placed in service immediately after a power loss so operations can continue uninterrupted. At least one self-charging lantern or flashlight should also be provided.

2. Communications Center Equipment

2a. Computer-Aided Dispatch (CAD)	25	64%
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Features and capabilities of the Computer-Aided Dispatch (CAD) system are evaluated. Maximum credit is achieved when the CAD system has enhanced 911, wireless and VoIP capabilities; allows data exchange; has a redundant backup system with automatic switch-over to backup; selects and recommends units to be dispatched; is MDC-capable; and has automatic vehicle locating, GIS capabilities, and management information system (MIS). Credit will be prorated depending on the communication center's CAD capabilities.

2b. Recording	0	100%
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All incoming and outgoing voice transmissions shall be recorded including the date and time. All telecommunicators should have access to immediate playback of recordings.

2c. Telephone Service	0	100%
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The number of required telephone lines for emergency and business calls is determined by the population served by the communication center. Additional lines may be required if emergency calls other than fire are received or if central station alarms are received. One outgoing-only line must also be provided.



EMERGENCY COMMUNICATIONS (continued)

Explanation of Points	Scored Points	% of Credit
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2d. Supervision	20	0%
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All components of the alarm dispatch circuits shall be monitored for integrity, including dispatch circuits, transmitters, repeaters, and primary and secondary power. Fault conditions detected shall actuate an audible and visual trouble signal at a constantly attended location.

2e. Dispatch Circuits	40	0%
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The communication center must have separate primary and secondary dispatch circuits for transmitting alarms. Maximum credit is obtained when dual circuits are provided, circuits are supervised, there is automatic switchover to a secondary circuit, and all components of the system are owned by the communication center.

2f. Emergency Power	2	93%
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The Communication Center shall be provided with an emergency power source. An uninterruptible power supply (UPS) shall be provided along with an automatically starting generator.

3. Telecommunicators

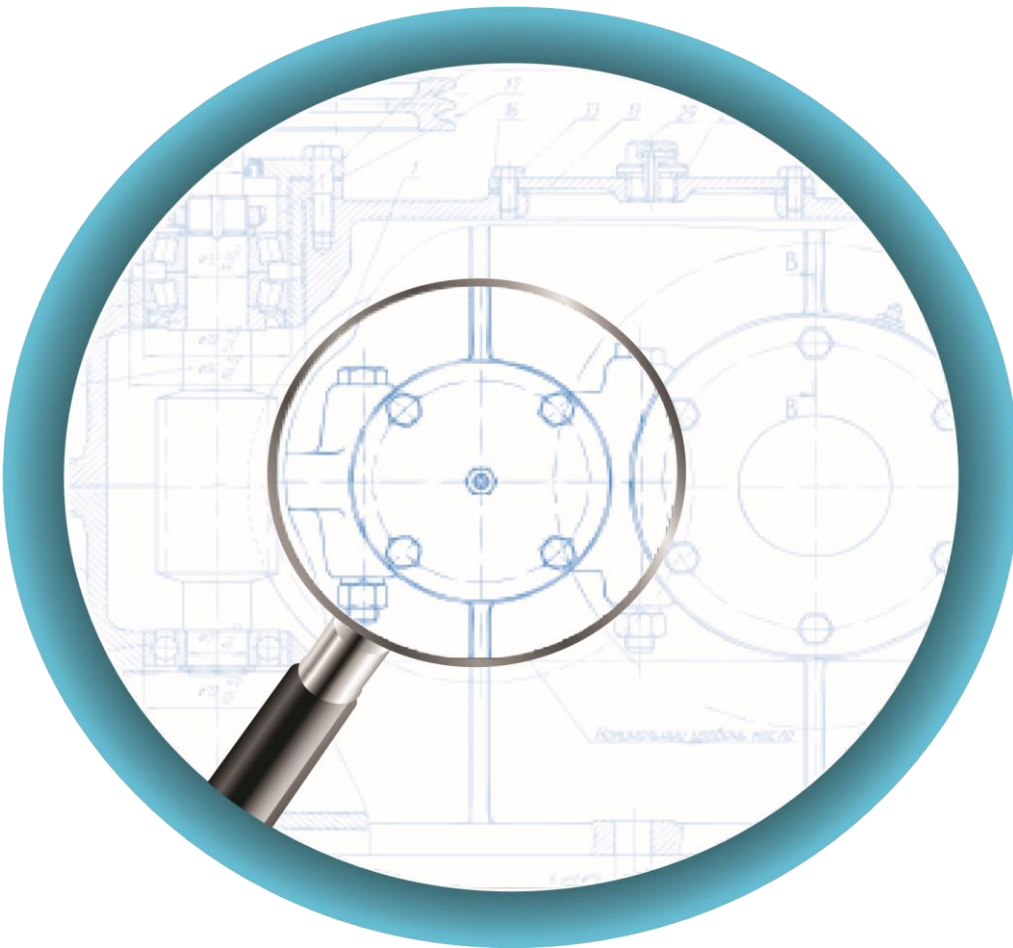
3a. Training	0	100%
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A minimum of 480 hours of initial training is required for Telecommunicators. General dispatch training and fire dispatch training should be a minimum of 240 hours each. Non-certified telecommunicators should receive 40 hours of continuing education per year. Certified Telecommunicator I personnel and certified Telecommunicator II personnel shall receive 30 hours and 24 hours of continuing education, respectively.

3b. Number of Telecommunicators on Duty	41	59%
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The number of required telecommunicators on duty is based on the total number of calls received per year at the communication center. If the communication center is meeting the call-answering and dispatching times set forth by NFPA 1221: Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems, then full credit will be applied in this item.

Fire Safety Control



Fire Safety Control



SUMMARY OF POINTS

Item	Points
1 Fire Code Enforcement	
1a. Fire Marshal	0
1b. Fire Plan Review	7
1c. Inspections of Fire Code Permits	10
1d. Fire Code Inspections of Existing Occupancies	152
1e. Confidence Testing of Fire Protection Systems	15
Total Point for Item	184
2 Public Fire Education	
2a. School Programs	28
2b. Adult Programs	11
Total Point for Item	39
3 Fire Investigations	
Total Point for Item	15
4 Building Code Enforcement	
Total Point for Item	12
Fire Safety Control Total Points	250

FIRE SAFETY CONTROL



Explanation of Points	Scored Points	% of Credit
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1. Fire Code Enforcement

1a. Fire Marshal	0	100%
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The fire marshal shall oversee fire code enforcement. The fire marshal shall have 10 or more years of code enforcement experience, be certified as a fire marshal, and receive at least 16 hours of fire-code-related continuing education per year.

1b. Fire Plan Review	7	86%
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Review of plans for fire code compliance must be done by experienced, certified personnel. The plan reviewer shall have 5 or more years of plan review experience, be a registered design professional (licensed professional engineer), and receive at least 16 hours of plan review related continuing education per year. The plan review department needs to have adequate staffing to ensure comprehensive plan reviews.

1c. Inspection of Fire Code Permits	10	80%
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New and renovated occupancies requiring a fire code permit must be inspected prior to issuing a Certificate of Occupancy. Fire inspectors shall be certified with 5 or more years of experience in inspections and receive at least 16 hours of fire inspection related continuing education per year. Adequate department staffing levels must be maintained to ensure comprehensive inspections.

1d. Fire Code Inspections of Existing Occupancies	152	62%
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Fire Code Inspections of existing occupancies shall be conducted. The frequency of inspections will be evaluated using Table 7 in the Protection Class Grading Schedule. Fire code inspectors should be certified with 5 or more years of experience and receive minimum of 16 hours of fire inspection related continuing education per year. Staffing levels must be sufficient to ensure comprehensive inspections.

1e. Confidence Testing of Fire Protection Systems	15	25%
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Fire protection systems must be inspected and tested in accordance with the applicable NFPA standards. A program shall be in place to ensure these inspections are done, monitor the inspections results, and ensure deficiencies found with the systems are corrected.

2. Public Fire Education

Fire safety education must be provided to the general public. Fire educators should be Certified Public Educators in accordance with NFPA 1035, have 5 or more years of experience, and receive 16 hours of public-education-related continuing education per year. All education programs and events should be documented and should include date, instructor, topics taught, length of class, and number of students.

FIRE SAFETY CONTROL (Continued)



Explanation of Points	Scored Points	% of Credit
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2a. School Programs	28	20%
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School programs should include age appropriate subjects for all students, preschool to the 12th grade.

2b. Adult Programs	11	27%
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Adult education should include programs for all segments of the adult population in the community.

3. Fire Investigations

	15	25%
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Fire investigations must be done to determine the cause and origin of all fires. Fire investigator shall have 5 or more years of experience, be a commissioned law officer, be certified as a fire investigator, and receive at least 16 hours of fire-investigation-related continuing education per year. In addition, sufficient staff levels are required to ensure adequate response to fires, and all fires should be reported to NFIRS.

4. Building Code Enforcement

	12	70%
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Current building codes must be adopted and effectively enforced. The score for this item is based on the current Building Code Class of the community.

**FIRST AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
FOR
FIRE MARSHAL AND OTHER RELATED SERVICES
BETWEEN
THE CITY OF WENATCHEE
AND
CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1**

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT (hereinafter, the “Agreement”) is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the **CITY OF WENATCHEE** (hereinafter the “City”), a municipal corporation under the laws of the State of Washington, and **CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1** (hereinafter the “District”), a municipal corporation under the laws of the State of Washington, (collectively the “Parties”), related to the provision of Fire Marshal and other services and to define the Parties’ respective rights, obligations, costs, and liabilities regarding this undertaking.

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, the City was annexed into the District effective July 31, 2015; and

WHEREAS, the City will provide its own Fire Marshal from July 31, 2015, through December 31, 2015, and will retain certain Fire Marshal responsibilities after that date; and

WHEREAS, the City desires to contract with the District for certain Fire Marshal services which the City will not provide after January 1, 2016; and

WHEREAS, RCW 52.12.031, allows Fire Districts, among other things, to provide investigation services through Interlocal Agreements; and

WHEREAS, RCW 43.44.050 allows Fire Districts to provide investigative services related to fire origin, cause, circumstances and loss where no fire department exists; and

WHEREAS, the City and District desire to set forth their relative responsibilities within the City limits from and after January 1, 2016, for Fire Marshal and other related services; and

WHEREAS, the City and District each have the training, staff, and capabilities to carry out their respective duties set forth in this Agreement: and

WHEREAS, it is to the mutual benefit of the City and the District to identify the service enhancements that positively impact the City’s Survey and Ratings Bureau rating for the benefit of its citizens, organizations and businesses; and

WHEREAS, the City and the District desire to amend and restate the Interlocal Cooperation Agreement for Fire Marshal and Other Related Services Between the City of Wenatchee and Chelan County Fire Protection District No. 1 entered into on November 12, 2015.

WHEREAS, this agreement provides for the enhancement of service to the city's water utility and additional services identified in this agreement are an expectation of the property tax levy of the city's residents and the in lieu of payment made to the district for city properties outside of this agreement.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, the Parties agree as follows:

Section 1. Purpose. The purposes of this Agreement are as follows: (i) To set forth the Parties' respective obligations for Fire Marshal services from and after January 1, 2016; and (ii) to set forth the compensation the City will pay the District to provide the services specified in this Agreement. This Agreement amends and restates the Interlocal Cooperation Agreement for Fire Marshal and Other Related Services Between the City of Wenatchee and Chelan County Fire Protection District No. 1 entered into November 12, 2015.

Section 2. Term. This Agreement shall commence January 1, 2016 (the "Effective Date") and shall remain in effect until terminated by either of the Parties as set forth herein.

Section 3. Provision of Fire Marshal and Related Services.

3.1 The City shall and does hereby retain the following responsibilities to be carried out through the direction of the City Building Official who will have the following Fire Marshal responsibilities:

- (i) Administering the International Fire Code which includes the development, interpretation, application and enforcement of the Code as it is adopted by the City and State of Washington; and
- (ii) Inspection of new occupancies for compliance with the International Fire Code.

3.2 The City shall and does hereby retain the obligation for maintenance of all City fire hydrants through the City's water division under the direction of the Public Works Director.

3.3 The District shall provide within the City limits the following services under the direction of the District's Fire Chief:

- (i) Fire prevention education through a comprehensive annual public outreach plan that coordinates with City Code Enforcement programs;
- (ii) Annual existing occupancy inspections including:

a. Coordinating with the City to enter inspections into the City's SmartGov system and provide quarterly reports to the City's Building Official of the inspections entered;

b. Reporting any Code violations to the City's Code Enforcement Division; and

c. Businesses with operational permits issued by the City.

(iii) Provide certified inspectors, when warranted to carry out fire origin, cause and circumstances investigations, preparing reports and witness statements, recording and reporting losses, and provide proper notification to the City's Police Chief and Building Official. This service shall include providing expert witness testimony to fulfill the City's duties required by law.

(iv) Attend development review meetings as requested by the City; and

(v) Provide annual hydrant testing and periodic flow testing as specified by the Washington State Survey and Ratings Bureau. As identified by the District, this hydrant program includes visual inspection of the hydrant for general condition and damage, weeding and clearing around the hydrants, cleaning and lubricating the threads on the caps, painting as necessary, flushing, recording pressure, ensure proper draining, documenting and reporting the results to the City.

3.4 The City and the District shall manage and operate the services required by this Agreement in such a manner to achieve the highest possible rating available through the Washington State Survey and Ratings Bureau. The most recent survey done for the City is attached as Exhibit "A" and identifies the required upgrades and training that will be needed to maintain the existing meet or exceed a rating of 4.

3.5 The City and the District shall cooperate in the coordination of staff and sharing of data as required to effectively implement inspection programs, business license compliance, investigations, code enforcement, plan review, and hydrant maintenance. For example, the District will be reliant on City Code Enforcement to effectively carry out fire prevention programs through occupancy inspections and the City is highly reliant on occupancy inspections to ensure business license compliance is achieved. The Parties recognize the coordinated inspection programs and cooperative efforts under this Agreement will provide the best service to the public.

Section 4. Compensation. In consideration of the services provided by the District under this Agreement, the City shall pay the District as follows: (i) By January 31, 2016: ~~\$100,000~~ 120,000; (ii) by January 31, 2017: ~~\$50,000~~ 125,000; (iii) by January 31, 2018: ~~\$50,000~~ 130,000; ~~and (iv) by January 31 of each subsequent year, the City shall account for all revenues associated with operational permits issued by the City and inspected by the District in~~

~~the preceding year and transmit said funds to the District to offset the District's staff time associated with annual existing occupancy inspections. Compensation for future years shall be negotiated and agreed upon prior to October 1 of the immediately preceding year.~~

Section 5. Termination. This Agreement may be terminated as follows: (i) By mutual agreement of the Parties; or (ii) at the end of any calendar year in the event the Parties have not reached agreement upon compensation by October 1; or (iii) at the end of any calendar year with at least 180 days advance written notice given by either Party to the other.

Section 6. Administration. The District Fire Chief shall serve as Administrator of this Agreement for the District and the Mayor of the City shall serve as Administrator of this Agreement for the City.

Section 7. Release, Indemnification, and Hold Harmless Agreement.

7.1 To the extent permitted by law, the District agrees to protect, indemnify, and hold the City harmless from and against any and all injury or damage to the City or its property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by the negligence of the District, its agents, employees, representatives or subcontractors. The District specifically promises to indemnify the City against claims or suits brought under Title 51 RCW by the District's employees or subcontractors and waives any immunity that the District may have under that title with respect to, but only to, the limited extent necessary to indemnify the City. The District shall also indemnify and hold the City harmless from any wage, overtime, or benefit claim of any District employee, agent, representative or subcontractor performing services under this Agreement. The District further agrees to fully indemnify the City from and against any and all costs of defending any such claim or demand to the end that the City is held harmless therefrom. This paragraph shall not apply to damages or claims resulting from the sole negligence of the City. In situations involving the concurrent negligence of the City or its employees, the District's indemnification shall be limited to its percentage of fault.

7.2 The City agrees to protect, indemnify, and hold the District harmless from and against any and all injury or damage to the District or its property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by the negligence of the City, its agents, employees, representatives or subcontractors. The City specifically promises to indemnify the District against claims or suits brought under Title 51 RCW by the City's employees or subcontractors and waives any immunity that the City may have under that title with respect to, but only to, the limited extent necessary to indemnify the District. The City shall also indemnify and hold the District harmless from any wage, overtime, or benefit claim of any City employee, agent, representative or subcontractor performing services under this Agreement. The City further agrees to fully indemnify the District from and against any and all costs of defending any such claim or demand to the end that the District is held harmless therefrom. This paragraph shall not apply to damages

or claims resulting from the sole negligence of the District. In situations involving the concurrent negligence of the District or its employees, the City's indemnification shall be limited to its percentage of fault.

Section 8. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in Chelan County Superior Court.

Section 9. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the District and any employee, agent, representative or contractor of the City, or between the City and any employee, agent, representative or contractor of the District.

Section 10. Property Acquisition, Retention, and Disposition. Any real or personal property acquired by either Party in furtherance of its obligations pursuant to this Agreement, shall remain within the sole and exclusive ownership of the acquiring Party following the termination or expiration of this Agreement.

Section 11. Notices. Notices to the District shall be sent to the following address:

Chelan County Fire Protection District No. 1
Attn: Fire Chief
~~206 Easy Street~~
Post Office Box 2106
Wenatchee, WA 98807-2106

Notices to the City shall be sent to the following address:

City of Wenatchee
Attn: Mayor
129 South Chelan Avenue
Post Office Box 519
Wenatchee, WA 98807-0519

Section 12. No Preferential Service. The District shall assign the resources available to it without regard to internal political boundaries, but rather based upon the operational judgment of the District.

Section 13. No Assumption of Liabilities or Obligations. Except as expressly set forth herein, neither party shall be liable for any debts or obligations of the other.

Section 14. Insurance. For the duration of this Agreement, each party shall maintain insurance as follows:

14.1 Each party shall maintain its own insurance policy insuring damage to its own real and personal property.

14.2 The District shall maintain an insurance policy insuring against liability arising out of work or operations performed by the District under this Agreement in an amount not less than Five Million Dollars (\$5,000,000) per occurrence with a deductible of not more than Thirty-five Thousand Dollars (\$35,000).

14.3 The City shall maintain an insurance policy insuring against liability arising out of work or operations performed by the City under this Agreement in an amount not less than Five Million Dollars (\$5,000,000) per occurrence with a deductible of not more than Thirty-five Thousand Dollars (\$35,000).

Section 15. Cross Release. Except as specifically provided in this Agreement, and except in the event of breach of this Agreement, the District and the City do hereby forever release each other from any claims, demands, damages or causes of action related to damage to equipment or property owned by the Parties. It is the intent of the Parties to cover this risk with the insurance noted above.

Section 16. Dispute Resolution.

16.1 Non-Binding Mediation. It is the intent of the City and the District to resolve all disputes between them without litigation. The City and the District shall mutually agree upon a mediator. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the City and the District. If the City and the District cannot agree upon a mediator, the City and the District shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) or a similar dispute resolution service, and request that a mediator be appointed. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation as provided within this Agreement.

16.2 Litigation. In the event either party herein finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid its' reasonable costs and attorneys' fees incurred by that party, and in the event any judgment is secured by such prevailing party, reasonable costs and attorneys' fees of collection shall be included in any such judgment.

Section 17. Filing. The City shall, after this Agreement is executed by both Parties, but before the Effective Date, record this Agreement with the Chelan County Auditor or post it on its website.

Section 18. No Third-Party Beneficiary Created. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or

discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any Party hereto.

Section 19. Waiver. Waiver by any Party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of any other provision or breach.

Section 20. Severability. In the event that any sentence, clause or provision of this Agreement is held invalid or otherwise unenforceable by a court of competent jurisdiction, such invalidation shall not affect any other sentence, clause or provision hereof.

Section 21. No Separate Entity Created. No separate legal entity is formed by this Agreement.

Section 22. Counterparts. This Agreement may be executed in counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same agreement.

Section 23. Drafting. Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.

Section 24. Further Cooperation. The Parties shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this Agreement.

DATED this ____ day of _____, 201~~5~~⁸.

CHELAN COUNTY FIRE
PROTECTION DISTRICT NO. 1

CITY OF WENATCHEE

Fire Chief

Mayor

ATTEST:

District Secretary

City Clerk

APPROVED AS TO FORM:

Fire District Attorney

City Attorney

EXHIBIT A

[FIRE PROTECTION SURVEY AND RATING]



CHELAN COUNTY FIRE DISTRICT 1

Serving with Pride and Commitment

*136 S. Chelan Avenue
P.O. Box 2106
Wenatchee, WA 98807-2106
(509) 662-4734
chelancountyfire.com*

October 9, 2018

City of Wenatchee
Attn: Frank Kuntz, Mayor
Allison Williams, Executive Services Director
129 South Chelan Avenue
Wenatchee, WA 988801

Greetings Mayor Kuntz and Ms. Williams,

We have revised the cost estimate for the fire department to complete hydrant inspections. The updated cost reflects utilizing the Washington State Wage & Equipment Rate Guide for operating our fire apparatus.

The hourly rate for our apparatus is \$116.38. It takes approximately 432 hours to service/inspect the hydrants resulting in an annual equipment cost of \$50,274.

The approximate annual cost for labor, administration and supplies is \$75,808.

The approximate total annual cost to complete the Hydrant Maintenance Program is \$126,082.

Brian D. Brett

Brian Brett, Fire Chief
Chelan County Fire District #1

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: 2019 Agreement for Emergency Services

DATE: October 19, 2018

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

Budget Impact: This contract language was maintained from the prior year with the exception of the budget. This contract reflects an increase from \$89,944 to \$94,612.20.

Staff believes the increase is reasonable and has included this amount in the 2019 budget.

Action Requested: A motion to authorize the Mayor's Signature on the 2019 Agreement for Emergency Services between the City of Wenatchee and Chelan County Department of Emergency Management.



Chelan County Sheriff's Office

Brian Burnett, Sheriff

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

City of Wenatchee
Mayor's Office

OCT 01 2018

Received

October 1, 2018

Dear City Partners,

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

With the preparations of our own 2019 budget, we have been analyzing the costs for our Emergency Management Division. The 2018 EM rate charged to cities was \$2.72 per capita. While it is never something we look forward to, we do have to look at our rates going forward, and determine what an appropriate rate is for the services provided, for the new budget year. Moving forward, the new per capita rate implemented for 2019 will be \$2.74.

For population numbers on each individual city, we continue to use estimates from the www.ofm.wa.gov website to assist us in our yearly calculations.

We have enclosed your 2019 Emergency Management contract, for your review and signature. Please sign and return, and we will complete signatures on our end, then return a fully executed copy. If you have any questions or concerns, please let me know.

Sincerely,

Brian Burnett

Sheriff

Integrity ★ Teamwork ★ Excellence

Jason Mathews
Undersheriff

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

Rick Johnson ★
Chief of Patrol

★ **Kim Oglesbee** ★
Chief Civil Deputy

★ **Jan Brincat** ★
Executive Assistant

2019 AGREEMENT FOR EMERGENCY SERVICES

This Agreement entered into this _____ day of _____, 2018, by and between the CITY OF WENATCHEE, hereafter referred to as the Contractee, and CHELAN COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT, hereafter referred to as CHELAN COUNTY.

I. Purpose

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

II. Services to be Provided

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

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

III. Response to Emergencies

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

IV. Coordination with Contractee's Officials

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

V. Annual Program

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

VI. Hold Harmless

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

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

VII. Cost Basis for Services

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

VIII. Payment for Services

Contractee shall pay to Chelan County the sum of ninety-four thousand six hundred and twelve dollars and twenty cents (\$94,612.20) for services to be provided during the period from January 1 to December 31, 2019, payable in four equal installments of twenty-three thousand six hundred fifty-three dollars and five cents (\$23,653.05), due at the end of the first month of each calendar quarter.

IX. Term

This contract expires at midnight, December 31, 2019. Both parties agree to renegotiate this contract for continuation of services, unless terminated by either party by giving written notice to the other party 120 days prior to the expiration date of this contract.

X. Administration

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

XI. Nondiscrimination

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

XII. Amendments

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

XIII. Waiver

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

XIV. Governing Law

This agreement shall be construed under Washington law.

XV. Severability

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

XVI. Recording

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

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

DATED at Wenatchee, Washington this _____ day of _____, 2018.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEITH W. GOEHNER, CHAIRMAN

DOUG ENGLAND, COMMISSIONER

KEVIN OVERBAY, COMMISSIONER

ATTEST: Jacinda Rublaitus

Clerk of the Board

CITY OF WENATCHEE MAYOR:

FRANK KUNTZ

ATTEST: _____
City Clerk

DIRECTOR CHELAN COUNTY EMERGENCY MANAGEMENT:

SHERIFF BRIAN BURNETT

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Contract for Legal Services

DATE: October 22, 2018

Background: The City of Wenatchee designates the office of City Attorney pursuant to WCC 1.060.060 (1) (c); and the Mayor appoints this position subject to confirmation by the City Council. The city has historically had this function provided by contract. This contract provides the City with both civil legal services and for the prosecution of misdemeanor violations of City Ordinances in Chelan County District Court. After conferring with Mayor, a two year contract is provided for City Council consideration and confirmation.

Budget Impact: The contract amount is \$499,580 and reflects a 3% increase above the current contract for services. Year two of the contract is subject to review prior to October 15th of next year. This amount is currently in the city budget for 2019.

Action Requested: A motion by the City Council to confirm the Mayor's appointment of City Attorney and authorize the Mayor's Signature on the Contract for Legal Services between the City and Steve D. Smith, of Davis, Arneil Law Firm, LLP.

CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT, effective the 1st day of January, 2019, between the CITY OF WENATCHEE, a municipal corporation, herein “City,” and STEVE D. SMITH, of DAVIS, ARNEIL LAW FIRM, LLP, herein “the City Attorney.”

WHEREAS, the office of City Attorney is established pursuant to WCC 1.060.060 (1) (c); and

WHEREAS, the Mayor has the power of appointment of the City Attorney subject to confirmation by affirmative vote of a majority vote of the City Council; and

WHEREAS, the City wishes to provide for future planning as to expenditures to be made by City for basic legal services; and

WHEREAS, the City Attorney desires to provide for future planning, including the hiring of associates to assist in providing legal services to the City; and

WHEREAS, the City Attorney and City are willing to enter into a contract for two (2) years beginning on January 1, 2019, for the compensation set forth herein based on the existing level of service and subject to an adjustment in the event extenuating circumstances call for additional services beyond those contemplated; and

WHEREAS, the City Attorney represents he has the qualifications and staff to provide City with both civil legal services and for the prosecution of misdemeanor violations of City Ordinances in Chelan County District Court.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. The City Attorney shall provide legal services to the City at the present service level consisting of one full time prosecuting attorney and civil attorneys as deemed necessary.

2. The City Attorney agrees to provide all personnel, except translators necessary for prosecution services, together with all supplies, telephone, facsimile and computer access to the City for the years 2019 through 2020.

3. The City agrees to employ the City Attorney for the years 2019 through 2020 to provide professional legal services to the City for both civil legal matters and for prosecution of misdemeanor violations in Chelan County District Court.

4. City may, at City's discretion, obtain other counsel to provide legal services regarding specialized areas of law, and will provide legal counsel in the event the City Attorney has a conflict and is not able to become involved in representation of the City as to an individual matter. Such additional counsel shall be paid for by the City in addition to the compensation to be paid to the City Attorney as provided herein.

5. Compensation for the year January 1, 2019 to December 31, 2019 will be Four Hundred Ninety-Nine Thousand Five Hundred Eighty Dollars (\$499,580) for the legal services provided under this contract. Said sum shall be paid in twelve (12) equal monthly installments.

6. Compensation to be paid the City Attorney for the year 2020 will be negotiated and agreed to between the City Attorney and City no later than October 15 of the immediately preceding year and such sums budgeted in the City's 2020 budget.

The budgeted amounts shall be the maximum fee for the ordinary and typical services provided. However, in the event of extenuating circumstances requiring additional legal services

to be performed outside the present level of service, then in that event the City Attorney and City agree to negotiate in good faith to achieve a resolution of the additional services to be provided and the compensation to be paid.

Additional legal services will be billed at the following rates:

Lead Attorney:	\$200/hour
Principals:	\$200/hour
Senior Associate:	\$145/hour
Associate:	\$130/hour

7. The City Attorney will provide a detailed monthly billing report to the City identifying:

- (a) the date the service was performed;
- (b) a brief description of the service performed;
- (c) the attorney who performed the service; and
- (d) the time (in tenths of hours) devoted to performing the service.

8. This Contract may be terminated by City for just cause if the City Attorney fails to substantially perform through no fault of the City and does not commence correction of such nonperformance within ten (10) days of written notice.

9. If the parties are unable, through good faith negotiations, to resolve any dispute arising out of this agreement, other than the base compensation to be paid for the years 2020-2022, then in that event either party is authorized to submit the matter to arbitration to one arbiter to be named by the presiding judge, Chelan County Superior Court. The arbiter shall establish all rules of arbitration and the decision of the arbiter shall be final and binding on both parties. Costs of arbitration shall be divided equally between the parties.

DATED this ____ day of _____, 2018.

CITY:
CITY OF WENATCHEE, a municipal
corporation

By _____
FRANK KUNTZ, Mayor

CITY ATTORNEY:

STEVE D. SMITH

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Jacob Huylar, Engineering Services Manager

SUBJECT: Western Avenue Safety Improvements, Project #1301
Final Acceptance

DATE: October 22, 2018

MEETING DATE: October 25, 2018

I. OVERVIEW

Western Avenue Safety Improvements, Project 1301, was a federally-funded project providing safety improvements for vehicles, pedestrians, and bicycles. The project installed sidewalk on Western Avenue and No. 2 Canyon Road between Skyline Drive and Cherry Street, in addition to installing a mini roundabout at the intersection of Western and Cherry and a traffic signal at the intersection of Western and Maple.

The City Council awarded the project to Bianchi Construction on January 12, 2017 with a contract total of \$801,814.16. The project was physically complete as of October 10, 2017, and the final amount paid to the contractor was \$835,072.28. The increase in contract cost is primarily due to additional HMA and sidewalk work.

II. ACTION REQUESTED

Staff recommends that the City Council accept the work performed by the contractor, Bianchi Construction, on the Western Avenue Safety Improvements project, City Project No. 1301, and further authorize the Mayor to sign the Final Contract Voucher.

III. FISCAL IMPACT

Amended Project Budget:	\$1,097,515.00 (Attached January 12, 2017 Agenda Report)
Total Project Expenditure:	\$1,079,178.81 (Eden Records)
<i>WSDOT Funding:</i>	<i>\$757,299.02</i>
<i>City Funding:</i>	<i>\$321,879.79</i>

IV. REFERENCE(S)

1. Final Contract Voucher
2. Agenda Report – Authorization to Award Construction Contract

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

V. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Rob Jammerman, Public Works Director
Gary Owen, City Engineer
Rachael Ivie, Public Works Business Manager
Ruta Jones, Administrative Assistant



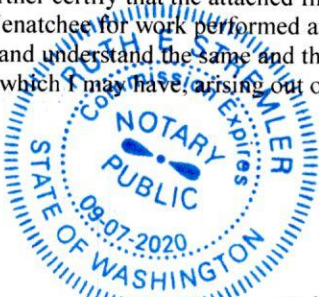
**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor Bianchi LLC dba Bianchi Construction			
Street Address 873 Hinotes Ct.			
City Lynden	State WA	Zip 98264	Date July 30, 2018
City Project Number 1301	Federal-Aid Project Number STPUS-5801	Highway Number N/A	
Job Description (Title) Western Avenue Safety Improvements			
Date Work Physically Completed October 10, 2017		Final Amount \$835,072.28	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



[Signature]
Contractor Authorized Signature Required
Brian Bianchi
Type Signature Name

Subscribed and sworn to before me this 3RD day of August 2018

X Ruth E. Stremmler Notary Public in and for the State of Washington,
residing at 1197 Fowles Lane, Bellingham, WA 98226

City of Wenatchee

City of Wenatchee hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions.

X _____
Mayor/or Designee

Date of Acceptance

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: 
Jennifer Saugen, Assistant City Engineer

SUBJECT: Western Avenue Safety Improvements, City Project #1301
Authorization to Award Construction Contract

DATE: January 3, 2017

MEETING DATE: January 12, 2017

I. OVERVIEW

Western Avenue Safety Improvements, Project 1301, is a federally-funded project providing safety improvements for vehicles, pedestrians, and bicycles. The project will install a traffic signal at the intersection of Maple Street on Western Avenue. It will also construct a mini-roundabout at Cherry Street and Western, with sidewalk installation south of Cherry along the east side of Western then along the south side of No. 2 Canyon Road to Skyline Drive.

The project required partial right of way acquisition from five parcels, and right of way certification from the funding agency, WSDOT, was received in October 2016.

A request for bids was issued November 3, 2016 and eight bids were received on December 2, 2016. Bianchi Construction is the low bidder at \$801,814.16. The low bid is reasonable and is within 3% of the Engineers Estimate.

II. ACTION REQUESTED

Staff recommends the City Council award the contract for the construction of the Western Avenue Safety Improvements, Project 1301, to Bianchi Construction, in the amount of \$801,814.16 and authorize the Mayor to approve the construction contract.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

Task	Adopted Budget	Amended Budget
Design Engineering	\$ 98,500	\$ 98,500
Land (ROW Acquisition)	\$ 147,000	\$ 147,000
Construction Contract	\$ 776,009	\$ 801,850
Construction Engineering	\$ 48,000	\$ 48,000
Art Fund	\$ 2,039	\$ 2,165
Total	\$ 1,071,548	\$ 1,097,515

IV. PROPOSED PROJECT SCHEDULE

Project construction is anticipated to begin in early spring of 2017. There are 60 work days in the contract.

V. REFERENCE(S)

1. Bid Tabulation
2. Vicinity Map

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Deanne McDaniel, Finance Director
Matt Leonard, Public Works Director

 **City of Wenatchee**
Bid Tabulation
December 2, 2016

Western Avenue Safety Improvements				Engineer's Estimate		Bianchi Construction		Hurst Construction		Selland Construction, Inc.		Strider Construction Co., Inc.	
Item #	DESCRIPTION	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	L.S.	1	\$ 54,293.84	\$ 54,293.84	\$ 57,240.00	\$ 57,240.00	\$ 71,000.00	\$ 71,000.00	\$ 85,000.00	\$ 85,000.00	\$ 90,000.00	\$ 90,000.00
2	CLEARING AND GRUBBING	ACRE	0.61	\$ 4,000.00	\$ 2,440.00	\$ 4,860.00	\$ 2,964.60	\$ 9,000.00	\$ 5,490.00	\$ 15,000.00	\$ 9,150.00	\$ 5,000.00	\$ 3,050.00
3	REMOVAL OF STRUCTURE AND OBSTRUCTION	L.S.	1	\$ 7,100.00	\$ 7,100.00	\$ 16,200.00	\$ 16,200.00	\$ 25,000.00	\$ 25,000.00	\$ 45,000.00	\$ 45,000.00	\$ 10,000.00	\$ 10,000.00
4	REMOVING MISCELLANEOUS TRAFFIC ITEM	L.S.	1	\$ 1,095.00	\$ 1,095.00	\$ 4,536.00	\$ 4,536.00	\$ 7,800.00	\$ 7,800.00	\$ 4,500.00	\$ 4,500.00	\$ 9,000.00	\$ 9,000.00
5	SAW CUTTING	L.F.	3395	\$ 1.75	\$ 5,941.25	\$ 2.16	\$ 7,333.20	\$ 1.00	\$ 3,395.00	\$ 1.50	\$ 5,092.50	\$ 1.00	\$ 3,395.00
6	UTILITY POTHOLING	EACH	7	\$ 400.00	\$ 2,800.00	\$ 432.00	\$ 3,024.00	\$ 600.00	\$ 4,200.00	\$ 250.00	\$ 1,750.00	\$ 275.00	\$ 1,925.00
7	ROADWAY EXCAVATION INCL. HAUL	C.Y.	614	\$ 40.00	\$ 24,560.00	\$ 16.20	\$ 9,946.80	\$ 22.00	\$ 13,508.00	\$ 25.00	\$ 15,350.00	\$ 35.00	\$ 21,490.00
8	EMBANKMENT COMPACTION	C.Y.	142	\$ 10.00	\$ 1,420.00	\$ 10.80	\$ 1,533.60	\$ 4.00	\$ 568.00	\$ 5.00	\$ 710.00	\$ 8.00	\$ 1,136.00
9	CONNECT TO EXISTING STORM SEWER	EACH	3	\$ 1,000.00	\$ 3,000.00	\$ 540.00	\$ 1,620.00	\$ 2,000.00	\$ 6,000.00	\$ 2,500.00	\$ 7,500.00	\$ 375.00	\$ 1,125.00
10	CATCH BASIN TYPE 1	EACH	5	\$ 1,500.00	\$ 7,500.00	\$ 1,026.00	\$ 5,130.00	\$ 1,400.00	\$ 7,000.00	\$ 1,400.00	\$ 7,000.00	\$ 1,100.00	\$ 5,500.00
11	ADJUST CATCH BASIN	EACH	14	\$ 500.00	\$ 7,000.00	\$ 270.00	\$ 3,780.00	\$ 500.00	\$ 7,000.00	\$ 350.00	\$ 4,900.00	\$ 275.00	\$ 3,850.00
12	CATCH BASIN TYPE 2 48 IN. DIAM.	EACH	5	\$ 2,200.00	\$ 11,000.00	\$ 2,700.00	\$ 13,500.00	\$ 3,500.00	\$ 17,500.00	\$ 2,300.00	\$ 11,500.00	\$ 2,200.00	\$ 11,000.00
13	CATCH BASIN TYPE 2 60 IN. DIAM.	EACH	2	\$ 3,800.00	\$ 7,600.00	\$ 4,860.00	\$ 9,720.00	\$ 4,700.00	\$ 9,400.00	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00
14	SOLID WALL PVC STORM SEWER PIPE 8 IN. DIAM.	L.F.	26	\$ 30.00	\$ 780.00	\$ 54.00	\$ 1,404.00	\$ 71.00	\$ 1,846.00	\$ 80.00	\$ 2,080.00	\$ 40.00	\$ 1,040.00
15	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	L.F.	25	\$ 30.00	\$ 750.00	\$ 59.40	\$ 1,485.00	\$ 108.00	\$ 2,700.00	\$ 100.00	\$ 2,500.00	\$ 58.00	\$ 1,450.00
16	SCHEDULE A STORM SEWER PIPE 18 IN. DIAM.	L.F.	1260	\$ 35.00	\$ 44,100.00	\$ 39.96	\$ 50,349.60	\$ 48.00	\$ 60,480.00	\$ 45.00	\$ 56,700.00	\$ 42.00	\$ 52,920.00
17	CULVERT EXTENSION	L.S.	1	\$ 4,000.00	\$ 4,000.00	\$ 540.00	\$ 540.00	\$ 3,300.00	\$ 3,300.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
18	ADJUST WATER METER BOX	EACH	1	\$ 500.00	\$ 500.00	\$ 162.00	\$ 162.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00
19	ADJUST CASE AND COVER	EACH	19	\$ 100.00	\$ 1,900.00	\$ 162.00	\$ 3,078.00	\$ 300.00	\$ 5,700.00	\$ 300.00	\$ 5,700.00	\$ 140.00	\$ 2,660.00
20	CRUSHED SURFACING BASE COURSE	TON	529	\$ 32.00	\$ 16,928.00	\$ 16.20	\$ 8,569.80	\$ 67.00	\$ 35,443.00	\$ 30.00	\$ 15,870.00	\$ 37.00	\$ 19,573.00
21	CRUSHED SURFACING TOP COURSE	TON	234	\$ 45.00	\$ 10,530.00	\$ 21.60	\$ 5,054.40	\$ 67.00	\$ 15,678.00	\$ 30.00	\$ 7,020.00	\$ 68.00	\$ 15,912.00
22	PLANING BITUMINOUS PAVEMENT	S.Y.	839	\$ 12.00	\$ 10,068.00	\$ 7.56	\$ 6,342.84	\$ 7.50	\$ 6,292.50	\$ 9.00	\$ 7,551.00	\$ 5.50	\$ 4,614.50
23	COMMERCIAL HMA	TON	388	\$ 100.00	\$ 38,800.00	\$ 158.76	\$ 61,598.88	\$ 113.00	\$ 43,844.00	\$ 115.00	\$ 44,620.00	\$ 115.00	\$ 44,620.00
24	INLET PROTECTION	EACH	16	\$ 80.00	\$ 1,280.00	\$ 59.40	\$ 950.40	\$ 90.00	\$ 1,440.00	\$ 80.00	\$ 1,280.00	\$ 48.00	\$ 768.00
25	WATTLE	L.F.	211	\$ 35.00	\$ 7,385.00	\$ 3.24	\$ 683.64	\$ 4.00	\$ 844.00	\$ 4.00	\$ 844.00	\$ 3.50	\$ 738.50
26	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	2437	\$ 20.00	\$ 48,740.00	\$ 30.27	\$ 73,767.99	\$ 15.00	\$ 36,555.00	\$ 18.00	\$ 43,866.00	\$ 22.00	\$ 53,614.00
27	CEMENT CONC. PEDESTRIAN CURB	L.F.	314	\$ 26.00	\$ 8,164.00	\$ 37.83	\$ 11,878.62	\$ 20.00	\$ 6,280.00	\$ 30.00	\$ 9,420.00	\$ 22.50	\$ 7,065.00
28	PAINT LINE	L.F.	9924	\$ 0.50	\$ 4,962.00	\$ 0.35	\$ 3,473.40	\$ 0.33	\$ 3,274.92	\$ 0.35	\$ 3,473.40	\$ 0.40	\$ 3,969.60
29	PLASTIC WIDE LANE LINE	L.F.	558	\$ 4.50	\$ 2,511.00	\$ 4.05	\$ 2,259.90	\$ 3.50	\$ 1,953.00	\$ 4.00	\$ 2,232.00	\$ 4.00	\$ 2,232.00
30	PLASTIC TRAFFIC ARROW	EACH	14	\$ 130.00	\$ 1,820.00	\$ 207.36	\$ 2,903.04	\$ 197.00	\$ 2,758.00	\$ 200.00	\$ 2,800.00	\$ 200.00	\$ 2,800.00
31	PLASTIC CROSSWALK LINE	S.F.	174	\$ 15.00	\$ 2,610.00	\$ 14.04	\$ 2,442.96	\$ 13.00	\$ 2,262.00	\$ 13.00	\$ 2,262.00	\$ 14.00	\$ 2,436.00
32	PLASTIC STOP LINE	L.F.	139	\$ 15.00	\$ 2,085.00	\$ 16.20	\$ 2,251.80	\$ 15.00	\$ 2,085.00	\$ 15.00	\$ 2,085.00	\$ 16.00	\$ 2,224.00
33	PLASTIC BICYCLE LANE SYMBOL	EACH	6	\$ 150.00	\$ 900.00	\$ 189.00	\$ 1,134.00	\$ 180.00	\$ 1,080.00	\$ 175.00	\$ 1,050.00	\$ 180.00	\$ 1,080.00
34	PERMANENT SIGNING	L.S.	1	\$ 1,856.25	\$ 1,856.25	\$ 9,180.00	\$ 9,180.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00
35	TRAFFIC SIGNAL SYSTEM	L.S.	1	\$ 210,000.00	\$ 210,000.00	\$ 226,800.00	\$ 226,800.00	\$ 236,900.00	\$ 236,900.00	\$ 250,000.00	\$ 250,000.00	\$ 235,000.00	\$ 235,000.00
36	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 40,000.00	\$ 40,000.00	\$ 21,600.00	\$ 21,600.00	\$ 75,000.00	\$ 75,000.00	\$ 45,000.00	\$ 45,000.00	\$ 98,000.00	\$ 98,000.00
37	CONSTRUCTION SIGNS CLASS A	S.F.	302	\$ 17.00	\$ 5,134.00	\$ 14.04	\$ 4,240.08	\$ 16.00	\$ 4,832.00	\$ 7.00	\$ 2,114.00	\$ 16.00	\$ 4,832.00
38	PLASTIC YIELD LINE SYMBOL	EACH	39	\$ 30.00	\$ 1,170.00	\$ 44.28	\$ 1,726.92	\$ 42.00	\$ 1,638.00	\$ 45.00	\$ 1,755.00	\$ 45.00	\$ 1,755.00
39	ADJUST MANHOLE	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 540.00	\$ 2,700.00	\$ 600.00	\$ 3,000.00	\$ 400.00	\$ 2,000.00	\$ 425.00	\$ 2,125.00
40	SHORING OR EXTRA EXCAVATION CLASS B	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 2,700.00	\$ 2,700.00	\$ 150.00	\$ 150.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
41	ROADWAY SURVEYING	L.S.	1	\$ 15,000.00	\$ 15,000.00	\$ 10,800.00	\$ 10,800.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 22,000.00	\$ 22,000.00
42	CEMENT CONC. SIDEWALK	S.Y.	652	\$ 50.00	\$ 32,600.00	\$ 63.72	\$ 41,545.44	\$ 50.00	\$ 32,600.00	\$ 85.00	\$ 55,420.00	\$ 56.00	\$ 36,512.00
43	CEMENT CONC. SIDEWALK RAMP TYPE PARALLEL A	EACH	16	\$ 2,500.00	\$ 40,000.00	\$ 1,522.80	\$ 24,364.80	\$ 1,900.00	\$ 30,400.00	\$ 1,500.00	\$ 24,000.00	\$ 1,650.00	\$ 26,400.00
44	CEMENT CONC. SIDEWALK RAMP TYPE PARALLEL B	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 2,022.84	\$ 2,022.84	\$ 1,800.00	\$ 1,800.00	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00
45	CEMENT CONC. SIDEWALK RAMP TYPE PERPENDICULAR A	EACH	2	\$ 3,000.00	\$ 6,000.00	\$ 1,647.00	\$ 3,294.00	\$ 1,800.00	\$ 3,600.00	\$ 1,400.00	\$ 2,800.00	\$ 1,600.00	\$ 3,200.00
46	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2	S.Y.	312	\$ 75.00	\$ 23,400.00	\$ 72.66	\$ 22,669.92	\$ 50.00	\$ 15,600.00	\$ 75.00	\$ 23,400.00	\$ 65.00	\$ 20,280.00
47	HANDRAIL (STEEL)	L.F.	10	\$ 200.00	\$ 2,000.00	\$ 334.80	\$ 3,348.00	\$ 400.00	\$ 4,000.00	\$ 340.00	\$ 3,400.00	\$ 100.00	\$ 1,000.00
48	FORCE ACCOUNT LANDSCAPE REPAIR	EST.	12000	\$ 1.00	\$ 12,000.00	\$ 1.00	\$ 12,000.00	\$ 1.00	\$ 12,000.00	\$ 1.00	\$ 12,000.00	\$ 1.00	\$ 12,000.00
49	FORCE ACCOUNT HOMEOWNER RECONNECTION	EST.	10000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
50	MINOR CHANGE	CALC	25500	\$ 1.00	\$ 25,500.00	\$ 1.00	\$ 25,500.00	\$ 1.00	\$ 25,500.00	\$ 1.00	\$ 25,500.00	\$ 1.00	\$ 25,500.00
51	SPCC PLAN	L.S.	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 50.00	\$ 50.00	\$ 500.00	\$ 500.00
TOTAL				\$ 778,223.34		\$ 801,850.47		\$ 896,196.42		\$ 899,544.90		\$ 905,891.60	

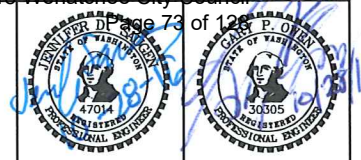
*unit price calculation correction

 **City of Wenatchee**
Bid Tabulation
December 2, 2016

Western Avenue Safety Improvements				5 SE Inc, dba Smith Excavation		6 J&K Earthworks LLC		7 KRCI LLC		8 DW Excavating Inc.	
Item #	DESCRIPTION	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	L.S.	1	\$ 43,000.00	\$ 43,000.00	\$ 50,000.00	\$ 50,000.00	\$ 90,000.00	\$ 90,000.00	\$	-
2	CLEARING AND GRUBBING	ACRE	0.61	\$ 21,000.00	\$ 12,810.00	\$ 40,000.00	\$ 24,400.00	\$ 6,800.00	\$ 4,148.00	\$	-
3	REMOVAL OF STRUCTURE AND OBSTRUCTION	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 26,000.00	\$ 26,000.00	\$ 25,000.00	\$ 25,000.00	\$	-
4	REMOVING MISCELLANEOUS TRAFFIC ITEM	L.S.	1	\$ 4,500.00	\$ 4,500.00	\$ 6,200.00	\$ 6,200.00	\$ 7,000.00	\$ 7,000.00	\$	-
5	SAW CUTTING	L.F.	3395	\$ 1.80	\$ 6,111.00	\$ 1.50	\$ 5,092.50	\$ 1.60	\$ 5,432.00	\$	-
6	UTILITY POTHOLING	EACH	7	\$ 600.00	\$ 4,200.00	\$ 700.00	\$ 4,900.00	\$ 250.00	\$ 1,750.00	\$	-
7	ROADWAY EXCAVATION INCL. HAUL	C.Y.	614	\$ 28.00	\$ 17,192.00	\$ 42.00	\$ 25,788.00	\$ 22.00	\$ 13,508.00	\$	-
8	EMBANKMENT COMPACTION	C.Y.	142	\$ 3.00	\$ 426.00	\$ 42.00	\$ 5,964.00	\$ 1.00	\$ 142.00	\$	-
9	CONNECT TO EXISTING STORM SEWER	EACH	3	\$ 3,000.00	\$ 9,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,400.00	\$ 4,200.00	\$	-
10	CATCH BASIN TYPE 1	EACH	5	\$ 1,200.00	\$ 6,000.00	\$ 1,500.00	\$ 7,500.00	\$ 1,900.00	\$ 9,500.00	\$	-
11	ADJUST CATCH BASIN	EACH	14	\$ 550.00	\$ 7,700.00	\$ 400.00	\$ 5,600.00	\$ 400.00	\$ 5,600.00	\$	-
12	CATCH BASIN TYPE 2 48 IN. DIAM.	EACH	5	\$ 2,650.00	\$ 13,250.00	\$ 3,200.00	\$ 16,000.00	\$ 3,100.00	\$ 15,500.00	\$	-
13	CATCH BASIN TYPE 2 60 IN. DIAM.	EACH	2	\$ 3,800.00	\$ 7,600.00	\$ 5,200.00	\$ 10,400.00	\$ 4,000.00	\$ 8,000.00	\$	-
14	SOLID WALL PVC STORM SEWER PIPE 8 IN. DIAM.	L.F.	26	\$ 58.00	\$ 1,508.00	\$ 90.00	\$ 2,340.00	\$ 65.00	\$ 1,690.00	\$	-
15	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	L.F.	25	\$ 66.00	\$ 1,650.00	\$ 100.00	\$ 2,500.00	\$ 80.00	\$ 2,000.00	\$	-
16	SCHEDULE A STORM SEWER PIPE 18 IN. DIAM.	L.F.	1260	\$ 57.00	\$ 71,820.00	\$ 60.00	\$ 75,600.00	\$ 50.00	\$ 63,000.00	\$	-
17	CULVERT EXTENSION	L.S.	1	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,400.00	\$ 1,400.00	\$	-
18	ADJUST WATER METER BOX	EACH	1	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 350.00	\$ 350.00	\$	-
19	ADJUST CASE AND COVER	EACH	19	\$ 600.00	\$ 11,400.00	\$ 600.00	\$ 11,400.00	\$ 150.00	\$ 2,850.00	\$	-
20	CRUSHED SURFACING BASE COURSE	TON	529	\$ 49.00	\$ 25,921.00	\$ 23.00	\$ 12,167.00	\$ 28.00	\$ 14,812.00	\$	-
21	CRUSHED SURFACING TOP COURSE	TON	234	\$ 78.00	\$ 18,252.00	\$ 30.00	\$ 7,020.00	\$ 40.00	\$ 9,360.00	\$	-
22	PLANING BITUMINOUS PAVEMENT	S.Y.	839	\$ 9.00	\$ 7,551.00	\$ 11.00	\$ 9,229.00	\$ 10.00	\$ 8,390.00	\$	-
23	COMMERCIAL HMA	TON	388	\$ 130.00	\$ 50,440.00	\$ 125.00	\$ 48,500.00	\$ 127.00	\$ 49,276.00	\$	-
24	INLET PROTECTION	EACH	16	\$ 130.00	\$ 2,080.00	\$ 75.00	\$ 1,200.00	\$ 50.00	\$ 800.00	\$ 100.00	\$ 1,600.00
25	WATTLE	L.F.	211	\$ 6.00	\$ 1,266.00	\$ 10.00	\$ 2,110.00	\$ 3.00	\$ 633.00	\$ 3.00	\$ 633.00
26	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	2437	\$ 22.00	\$ 53,614.00	\$ 24.00	\$ 58,488.00	\$ 20.00	\$ 48,740.00	\$ 32.00	\$ 77,984.00
27	CEMENT CONC. PEDESTRIAN CURB	L.F.	314	\$ 23.00	\$ 7,222.00	\$ 30.00	\$ 9,420.00	\$ 20.00	\$ 6,280.00	\$ 54.00	\$ 16,956.00
28	PAINT LINE	L.F.	9924	\$ 0.35	\$ 3,473.40	\$ 0.50	\$ 4,962.00	\$ 0.30	\$ 2,977.20	\$ 0.50	\$ 4,962.00
29	PLASTIC WIDE LANE LINE	L.F.	558	\$ 4.50	\$ 2,511.00	\$ 5.00	\$ 2,790.00	\$ 6.00	\$ 3,348.00	\$ 6.00	\$ 3,348.00
30	PLASTIC TRAFFIC ARROW	EACH	14	\$ 220.00	\$ 3,080.00	\$ 220.00	\$ 3,080.00	\$ 400.00	\$ 5,600.00	\$ 360.00	\$ 5,040.00
31	PLASTIC CROSSWALK LINE	S.F.	174	\$ 16.00	\$ 2,784.00	\$ 15.00	\$ 2,610.00	\$ 20.00	\$ 3,480.00	\$ 18.00	\$ 3,132.00
32	PLASTIC STOP LINE	L.F.	139	\$ 18.00	\$ 2,502.00	\$ 20.00	\$ 2,780.00	\$ 22.00	\$ 3,058.00	\$ 20.00	\$ 2,780.00
33	PLASTIC BICYCLE LANE SYMBOL	EACH	6	\$ 200.00	\$ 1,200.00	\$ 200.00	\$ 1,200.00	\$ 400.00	\$ 2,400.00	\$ 361.00	\$ 2,166.00
34	PERMANENT SIGNING	L.S.	1	\$ 19,000.00	\$ 19,000.00	\$ 23,000.00	\$ 23,000.00	\$ 10,000.00	\$ 10,000.00	\$ 21,350.00	\$ 21,350.00
35	TRAFFIC SIGNAL SYSTEM	L.S.	1	\$ 270,000.00	\$ 270,000.00	\$ 245,000.00	\$ 245,000.00	\$ 255,000.00	\$ 255,000.00	\$ 23,000.00	\$ 23,000.00
36	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 100,000.00	\$ 100,000.00	\$ 95,000.00	\$ 95,000.00	\$ 125,000.00	\$ 125,000.00	\$ 7,225.00	\$ 7,225.00
37	CONSTRUCTION SIGNS CLASS A	S.F.	302	\$ 16.00	\$ 4,832.00	\$ 16.00	\$ 4,832.00	\$ 11.00	\$ 3,322.00	\$ 13.00	\$ 3,926.00
38	PLASTIC YIELD LINE SYMBOL	EACH	39	\$ 49.00	\$ 1,911.00	\$ 50.00	\$ 1,950.00	\$ 52.00	\$ 2,028.00	\$ 47.00	\$ 1,833.00
39	ADJUST MANHOLE	EACH	5	\$ 650.00	\$ 3,250.00	\$ 500.00	\$ 2,500.00	\$ 570.00	\$ 2,850.00	\$ 230.00	\$ 1,150.00
40	SHORING OR EXTRA EXCAVATION CLASS B	L.S.	1	\$ 50.00	\$ 50.00	\$ 3,500.00	\$ 3,500.00	\$ 100.00	\$ 100.00	\$ 3,000.00	\$ 3,000.00
41	ROADWAY SURVEYING	L.S.	1	\$ 13,500.00	\$ 13,500.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,255.00	\$ 10,255.00
42	CEMENT CONC. SIDEWALK	S.Y.	652	\$ 70.00	\$ 45,640.00	\$ 60.00	\$ 39,120.00	\$ 75.00	\$ 48,900.00	\$ 79.00	\$ 51,508.00
43	CEMENT CONC. SIDEWALK RAMP TYPE PARALLEL A	EACH	16	\$ 1,750.00	\$ 28,000.00	\$ 2,000.00	\$ 32,000.00	\$ 1,900.00	\$ 30,400.00	\$ 2,185.00	\$ 34,960.00
44	CEMENT CONC. SIDEWALK RAMP TYPE PARALLEL B	EACH	1	\$ 1,700.00	\$ 1,700.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 2,672.00	\$ 2,672.00
45	CEMENT CONC. SIDEWALK RAMP TYPE PERPENDICULAR A	EACH	2	\$ 1,700.00	\$ 3,400.00	\$ 1,750.00	\$ 3,500.00	\$ 1,700.00	\$ 3,400.00	\$ 2,305.00	\$ 4,610.00
46	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2	S.Y.	312	\$ 64.00	\$ 19,968.00	\$ 60.00	\$ 18,720.00	\$ 80.00	\$ 24,960.00	\$ 93.00	\$ 29,016.00
47	HANDRAIL (STEEL)	L.F.	10	\$ 400.00	\$ 4,000.00	\$ 250.00	\$ 2,500.00	\$ 250.00	\$ 2,500.00	\$ 300.00	\$ 3,000.00
48	FORCE ACCOUNT LANDSCAPE REPAIR	EST.	12000	\$ 1.00	\$ 12,000.00	\$ 1.00	\$ 12,000.00	\$ 1.00	\$ 12,000.00	\$ 1.00	\$ 12,000.00
49	FORCE ACCOUNT HOMEOWNER RECONNECTION	EST.	10000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
50	MINOR CHANGE	CALC	25500	\$ 1.00	\$ 25,500.00	\$ 1.00	\$ 25,500.00	\$ 1.00	\$ 25,500.00	\$ 1.00	\$ 25,500.00
51	SPCC PLAN	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00	\$ 900.00	\$ 900.00
TOTAL				\$ 978,764.40		\$ 986,862.50		\$ 993,184.20		\$ 856,004.00	

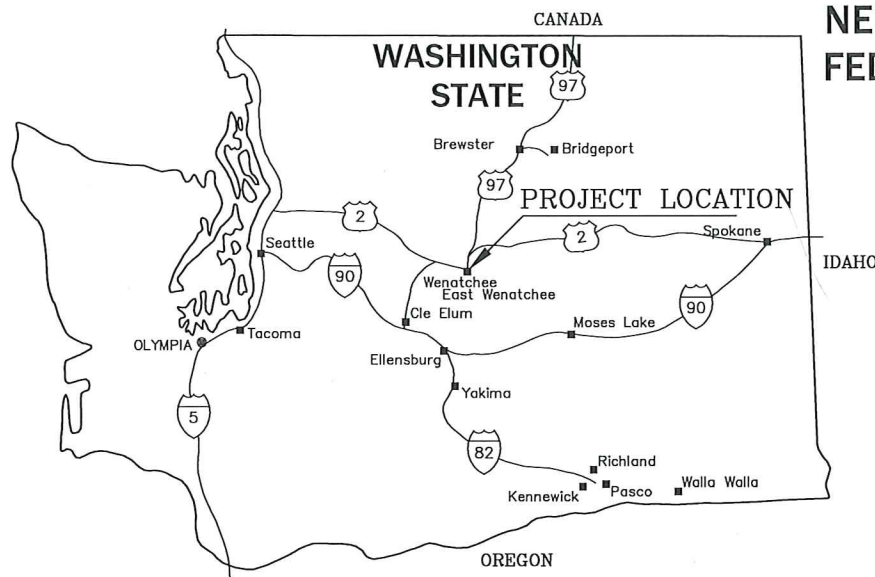
Total correction

***Note: Page B-3 of Bid Forms missing in packet; therefore, bid is considered to be irregular.**



City Of Wenatchee Project 1301 WESTERN AVENUE SAFETY IMPROVEMENTS

NE & SE QTRS SECTION 08, TOWNSHIP 22 NORTH, RANGE 20 EAST, W.M.
FED AID PROJECT NO. STPUS-5801(004) CONTRACT NO. TA-5312

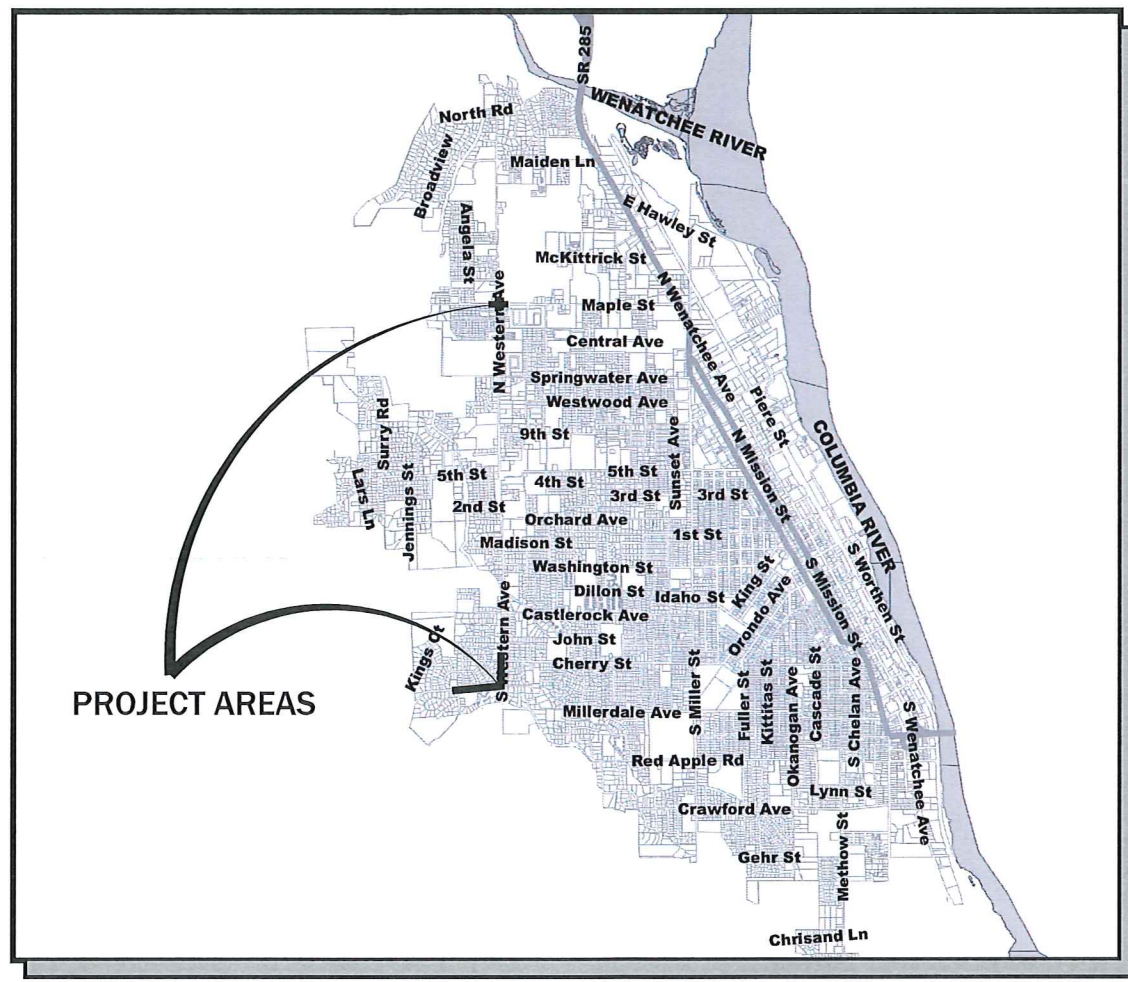


CONTACTS		
GARY OWEN	CITY ENGINEER	(509) 888-3204
GARY FAULKNER	INSPECTOR	(509) 888-3207
BILL ZACHER	PUD WATER	(509) 661-4131
TAMMY FISHER	PUD POWER	(509) 661-4267
SHON MCINTYRE	FRONTIER COMMUNICATIONS	(509) 663-4067
TY MARSHALL	CHARTER COMMUNICATIONS	(509) 387-6229
TERRY O' KEEFE	CITY WATER	(509) 888-3230
JOSH WINN	CITY SIGNALS & LIGHTING	(509) 888-3222

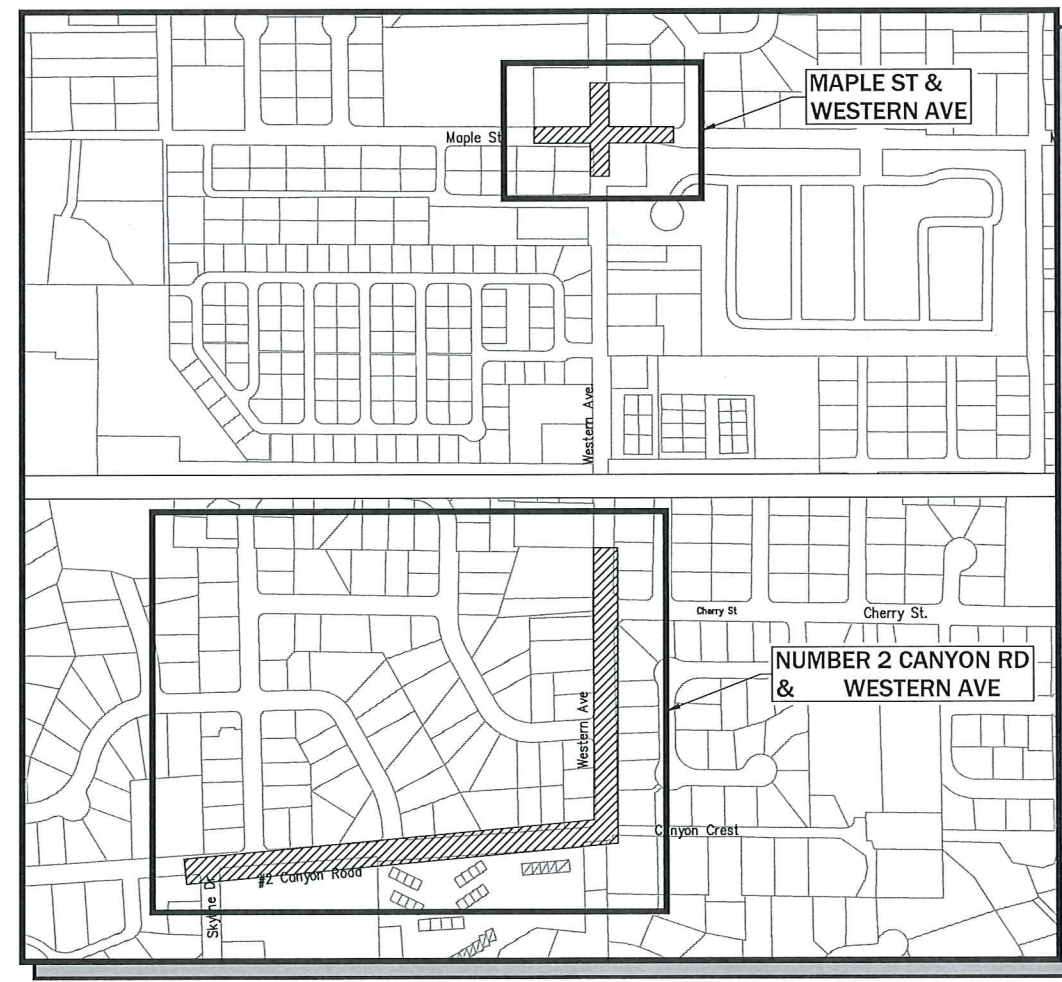
SHEET INDEX	
COVER SHEET	SHEET 1
LEGEND & GENERAL NOTES	SHEET 2
SUMMARY OF QUANTITIES	SHEET 3
ROADWAY SECTIONS	SHEETS 4-5
ALIGNMENT SHEETS	SHEETS 6-7
QUANTITY TABS	SHEETS 8-9
SITE PREP PLANS	SHEETS 10-14
DRAINAGE PLAN & PROFILE	SHEETS 15-17
DRAINAGE DETAILS	SHEETS 18-20
PAVING & PAVEMENT MARKINGS/SIGNING	SHEETS 21-26
ROUNDABOUT DETAILS	SHEET 27
ROADWAY DETAILS	SHEETS 28-32
TRAFFIC SIGNAL PLANS	SHEET 33
TRAFFIC SIGNAL DETAILS	SHEETS 34-35
CONSTRUCTION SIGNING	SHEET 36
TEMPORARY TRAFFIC CONTROL	SHEETS 37-39
DETOUR PLAN	SHEET 40



HORIZONTAL: NAD 83 (2011) WASHINGTON STATE PLANE NORTH ZONE, USFT
VERTICAL: NAVD 88

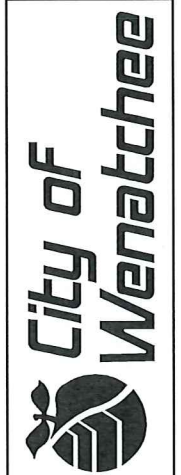


VICINITY MAP



SITE PLAN

WESTERN AVENUE
SAFETY IMPROVEMENTS
VICINITY MAP/INDEX



REVISIONS	
DATE DRAWN	CHECKED
DATE APP.	DATE APP.

DATUM	NAD 83
DESIGNED	JS
DRAWN	JBV
CHECKED	JS
APPROVED BY	
DRAWING NAME	

PROJECT NO.	1301
VM1	
SHEET	1
OF	40

TO: Frank Kuntz, Mayor
City Council

FROM: Gary Owen, City Engineer
Rob Jammerman, Public Works Director

SUBJECT: Agreements to construct and maintain a new public bridge over the Wenatchee Reclamation District Canal at Second Street – Authorization to negotiate final terms of the agreements, and further authorize the Mayor to sign the agreements on behalf of the city.

DATE: October 19, 2018

MEETING DATE: October 25, 2018

I. OVERVIEW

Planned Residential Development and Major Subdivision PRD-16-04/P-16-02 by McKittrick Place, LLC was approved in 2017. The project proposes 41 single-family residential lots and two tracts for additional development. McKittrick Place, LLC has proposed to construct a new public bridge over the irrigation canal to connect the property to the public street system consistent with the city's comprehensive plan. Final construction documents for the bridge and related connection to Second Street and Canal Blvd. have been submitted for approval to both the city and the Reclamation District. The Reclamation District has prepared agreements for the city and McKittrick Place, LLC that allow the construction of the bridge on District properties, and for the transfer of ownership and maintenance responsibilities to the city. Staff is currently working with both McKittrick Place, LLC and the Wenatchee Reclamation District on final details of this work and associated documentation to allow the work to proceed this year.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to complete negotiations and final agreements with the Wenatchee Reclamation District and McKittrick Place, LLC for the construction of a public bridge and associated connections to the current city street system, and further authorize the Mayor to sign the agreements on behalf of the City.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

Cost associated with the review of construction and legal documents are included in the annual development and legal review budgets. Cost of the bridge construction and roadway improvements will be borne by McKittrick Place, LLC.

IV. PROPOSED PROJECT SCHEDULE

McKittrick Place, LLC intends to begin dewatering of the canal very soon with construction of the underground utilities and bridge beginning in early November. The connections and improvements to Second Street and Canal Blvd are scheduled to begin in the spring of 2019.

V. ATTACHMENTS

1. Draft Agreements for construction and conveyance of bridge.

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Rob Jammerman, Public Works Director
Ruta Jones, Administrative Assistant
Steve King, Economic Development Director

Glen DeVries, Community Development Director
Stephen Neuenschwander, Planning Manager

DRAFT

Return Address:

Wenatchee Reclamation District
514 Easy Street
Wenatchee, WA 98801

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**AGREEMENT – CROSSING OF WENATCHEE
RECLAMATION DISTRICT IRRIGATION CANAL WITH BRIDGE**

Grantor: Wenatchee Reclamation District, a Washington irrigation district

Grantee: City of Wenatchee, a Washington municipal corporation, and McKittrick Place, LLC, a Washington limited liability company

Legal Description (abbreviated): Ptn. SE¼ Sec 5, T. 22 N., R. 20, E.W.M., Chelan County, Washington. Additional legal on page 1.

Assessor's Tax Parcel ID#: N/A

Parties and Properties

1.1 **District.** WENATCHEE RECLAMATION DISTRICT, a Washington irrigation district ("District"), is the owner of the irrigation canal.

1.2 **Wenatchee.** CITY OF WENATCHEE a Washington municipal corporation ("City"), is the owner of Second Street in Wenatchee, Washington.

1.3 **Developer.** MCKITTRICK PLACE, LLC, a Washington limited liability company ("Developer"), plans to construct a bridge ("Bridge") over the District's canal for an extension of Second Street and to convey that bridge to the City.

Agreement

2.1 **Bridge.** The City owns Second Street in City, Washington, located in the Southeast quarter of Section 5, Township 22 North, Range 20 E.W.M., Chelan County Washington. Developer plans to construct a Bridge crossing the District's irrigation canal ("Canal") in accordance with the plans and specifications attached hereto as Exhibit "A". Upon

AGREEMENT – CROSSING OF WENATCHEE
RECLAMATION DISTRICT IRRIGATION CANAL WITH BRIDGE

1 completion of construction of the Bridge and after its final inspection of the Bridge and approval of
2 the Bridge as complying with the plans and specifications submitted to it, the Developer will
3 convey the Bridge and the agreement to cross the Canal to the City and the Bridge will be put to
4 public use for extending Second Street. The City will cross the Canal with its sanitary sewer and
5 storm water pipeline as a part of the Bridge crossing. The Developer will replace with shotcrete
6 the approximately fifteen feet (15') of board wall on the West side of the Canal between the
7 Bridge crossing and the dry utilities crossing. Chelan County Public Utility District will by separate
8 agreement install electrical, domestic water and/or in connection with the Bridge and fiber optics
9 across the Canal in separate carrier crossings approximately fifteen feet (15') South of the Bridge.
10 Frontier Communications and Charter Communications will by separate agreements install
11 conduits across the Canal approximately fifteen feet (15') South of the Bridge. The Bridge and
12 the crossing of the District's Canal and all activities associated with the design, construction,
13 operation and maintenance of the Bridge and associated crossings approximately fifteen feet
14 (15') South of the Bridge are collectively referred to as the "Works". All "Works" shall be in
15 compliance with Exhibit "A" attached.

16 2.2 Consideration. For good and valuable consideration, receipt of which is
17 hereby acknowledged, and in consideration of the performance of the covenants, terms and
18 conditions hereinafter set forth, the District hereby quitclaims to the Developer, and upon the
19 City's acceptance of the Bridge, then to the City, a nonexclusive perpetual right of way
20 _____ feet (____') in width across the District's property located in the County of Chelan,
21 State of Washington, the location of which is depicted in Exhibit "A" which is attached hereto and
22 by this reference made a part hereof, for the purpose of locating, utilizing, maintaining and
23 repairing the Works across the District's irrigation canal and property, together with the
24 nonexclusive right across the above described property for the foregoing purposes.

25 2.3 Terms. The terms "easement" and "easement area" in this instrument
26 refer to the right-of-way on the property depicted in Exhibit "A".

1 2.4 Grant. The rights under this agreement are subject to and conditioned
2 upon the following terms, conditions and covenants which Developer and upon acceptance of the
3 Bridge by the City, the City hereby promises to faithfully and fully observe and perform.

4 2.5 Costs of Construction and Maintenance. The Developer, and upon
5 acceptance of the Bridge by the City, the City shall bear and promptly pay all costs of locating,
6 constructing, utilizing, maintaining, repairing and removing the Works.

7 2.6 Specification. The Developer, and upon acceptance of the Bridge by the
8 City, the City shall, in locating, constructing, utilizing, maintaining, repairing and removing the
9 Works, act in compliance with the plans and specifications attached as Exhibit "A" and in
10 compliance with good engineering practice and shall comply with all applicable codes,
11 regulations, and standards.

12 2.7 Compliance With Laws and Rules. The Developer and the City shall at
13 all times exercise its rights herein in accordance with the requirements (as from time to time
14 amended) and all applicable statutes, orders, rules and regulations of any public authority having
15 jurisdiction.

16 2.8 Approval of Plans. Prior to any locating, constructing, utilizing,
17 maintaining, repairing, and removing of any part of the Works or any other substantial activity by
18 the Developer or the City on or in the vicinity of the District's property, the Developer, and upon
19 acceptance of the Bridge by the City, the City shall submit to the District a written notification with
20 plans for the same and no work shall be commenced without the District's prior written approval
21 of the plans therefore, which approval shall not be unreasonably withheld. Any changes or
22 revisions in the plans approved by the District shall also be subject to the District's prior written
23 approval. PROVIDED HOWEVER, that in the event of an emergency requiring immediate action
24 by the Developer or the City for the protection of its Works or other persons or property, the
25 Developer or the City may take such action upon such notice to the District as is reasonable
26 under the circumstances. Nothing in this Agreement shall be deemed to impose any duty or

1 obligation on the District to determine the adequacy or sufficiency of plans and designs, or to
2 ascertain whether construction of the Works is in conformance with the plans and specifications
3 approved by the District.

4 2.9 As-Built Survey .Upon the District's request, the Developer or the City
5 shall promptly provide the District with as-built drawings and as survey showing the location and
6 configuration of the Works on the District's property.

7 2.10 Coordination of Activities. The Developer or the City shall coordinate
8 with the Superintendent of the District the dates of any construction or other activities on or in the
9 vicinity of the District's property that may in any way affect or impact the District's operation of or
10 activities related to its canal. The Developer, or upon acceptance of the Bridge by the City, the
11 City shall provide the superintendent with at least five (5) days prior written notice of its intent to
12 enter upon the District's property to commence any such activity; PROVIDED, HOWEVER, that in
13 the event of any emergency requiring immediate action for the protection of its Works or other
14 persons or property, the Developer or the City may take such action upon such notice to the
15 District as is reasonable under the circumstances.

16 2.11 Changes and Repairs to the District's Facilities. The Developer, or upon
17 acceptance of the Bridge by the City, shall promptly pay to the District the cost of any alteration,
18 construction, restoration, and other changes or repairs to the District's Canal and related facilities
19 which the District shall reasonably deem necessary by reason of the Works or any activities
20 relating to or associated with the Works. Without limiting the scope of the preceding sentence,
21 Developer's construction of the Works will necessitate the relocation of four District delivery
22 boxes and all attachments thereto. The District will relocate the delivery boxes at its cost.
23 Developer shall promptly reimburse the District all costs that it incurs to relocate the delivery
24 boxes.

25 2.12 Work Standards. All work to be performed by the Developer or the City
26 in conjunction with the Works herein shall be in accordance with the plans submitted to and

1 | accepted by the District and shall be completed in a careful and workmanlike manner to the
2 | District's satisfaction, Upon completion of any construction of the Works and upon completion of
3 | any other work performed by the Developer or the City on or in the vicinity of the District's
4 | property, the Developer or the City shall remove all debris and restore the District's property as
5 | nearly as possible to the condition in which it was at the commencement of the project.

6 | 2.13 Restrictions on Access. The Developer or the City shall each exercise
7 | its rights hereunder in accordance with such reasonable rules as the District may from time to
8 | time specify.

9 | 2.14 City Use and Activities. The Developer and the City shall each exercise
10 | its rights under this Agreement so as to avoid interference with the District's use of its Canal,
11 | facilities and property. The Developer and the City shall at all times conduct its activities on the
12 | District's property so as not to interfere with, obstruct or endanger the District's operations or
13 | facilities.

14 | 2.15 Interference With the District's Future Facilities. In the event the District
15 | desires to construct facilities relating to the District's operation on or in the vicinity of the Works
16 | described herein, and the location or existence of the Works substantially interferes with such
17 | proposed facilities or connection thereof, or makes construction of facilities more expensive, the
18 | Developer, and upon acceptance of the Bridge by the City, the City shall have the obligation to
19 | either, in the District's sole discretion, modify the Works so as to eliminate such interference or
20 | expenses or reimburse the District for its added cost of design, construction, installation and/or
21 | acquisition of other property

22 | 2.16 Third Party Rights. The District reserves the right with respect to its
23 | property, including, without limitation, rights for easements, licenses, and permits to others
24 | subject to the rights granted in this Agreement.

25 | 2.17 Indemnity. The Developer, and upon acceptance of the Bridge by the
26 | City, the City shall defend, indemnify, and hold harmless the District and its agents and

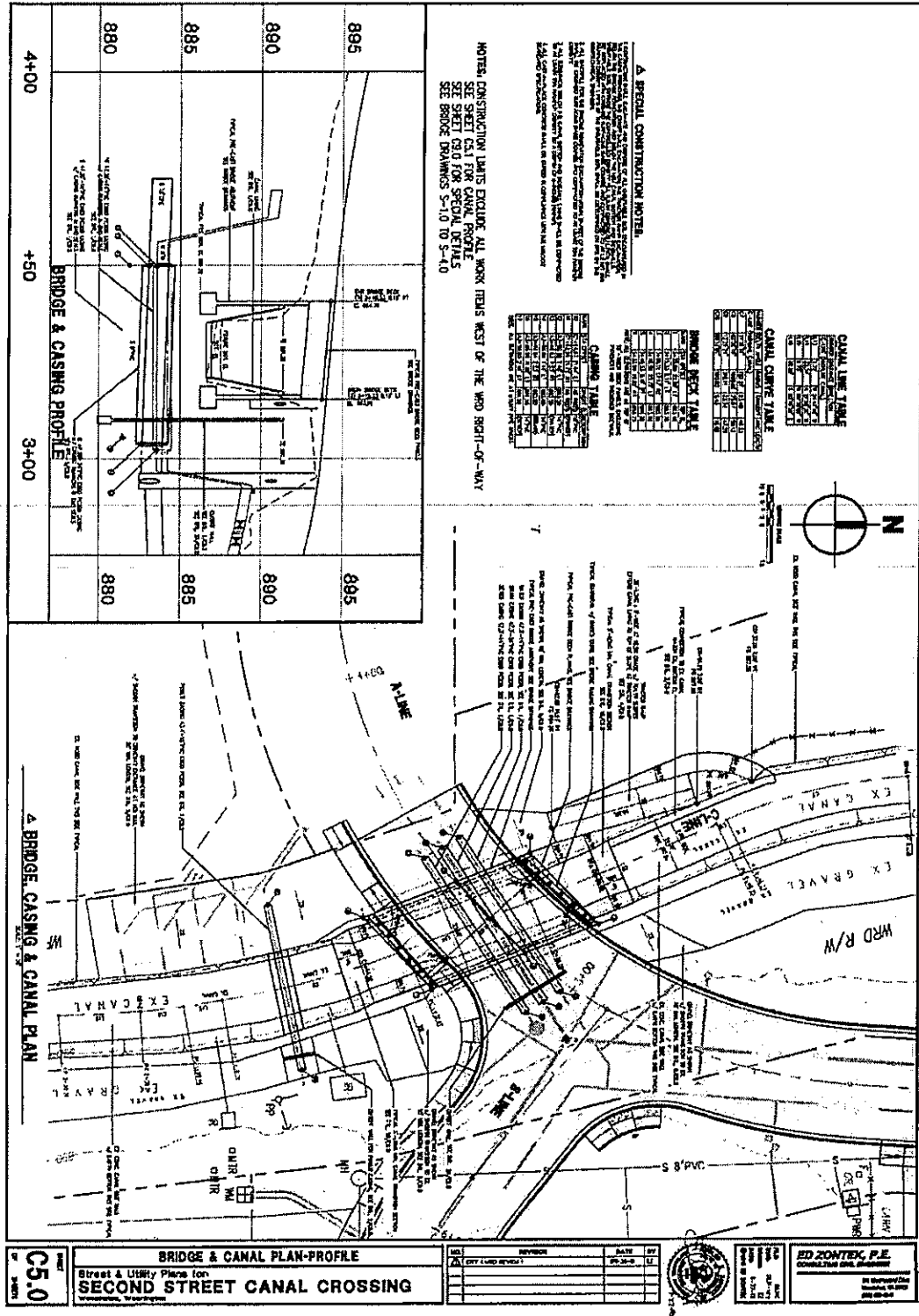
1 employees from and against any and all suits, actions, administrative proceedings, claims
2 demands, penalties, fines and expenses of whatsoever kind or character, including, but not
3 limited to, attorney fees, whether for bodily injury, sickness, disease or death, or injury to or
4 destruction of property, including the loss of use resulting therefrom, arising out of or in any
5 manner caused or occasioned by any act, error, omission, fault, or negligence of the Developer or
6 the City or any person or entity employed by or acting on its behalf, including, but not limited to,
7 subcontractors and the employees and agents of any of the foregoing, incident to this Agreement,
8 unless otherwise specifically provided in this section. For suits, actions administrative
9 proceedings, claims, demands, penalties, fines and expenses caused by or resulting from the
10 concurrent negligence of the District or the District's agents or employees and the Developer or,
11 upon acceptance of the Works by the City, or their agents or employees, or any person or entity
12 retained by or acting on their behalf, including but not limited to contractors, their subcontractors
13 and/or the employees or agents of the foregoing, in situations where liability for damages arises
14 from claims of bodily injury to persons or damage to property, the preceding indemnity provision
15 shall be valid and enforceable only to the extent of the negligence of the Developer or the City or
16 their agents or employees or any person or entity retained by or acting on their behalf, including
17 but not limited to contractors, their subcontractors and/or employees or agents of the foregoing.
18 The Developer and the City acknowledge that by entering into this Agreement with the District,
19 each has mutually negotiated the above indemnity provision with the District.

20 2.18 Title. The rights granted herein are subject to permits, leases, licenses
21 and easements, if any, previously granted by the District affecting the property described herein.
22 The District shall not be liable for any defects or encumbrances created thereby or otherwise.

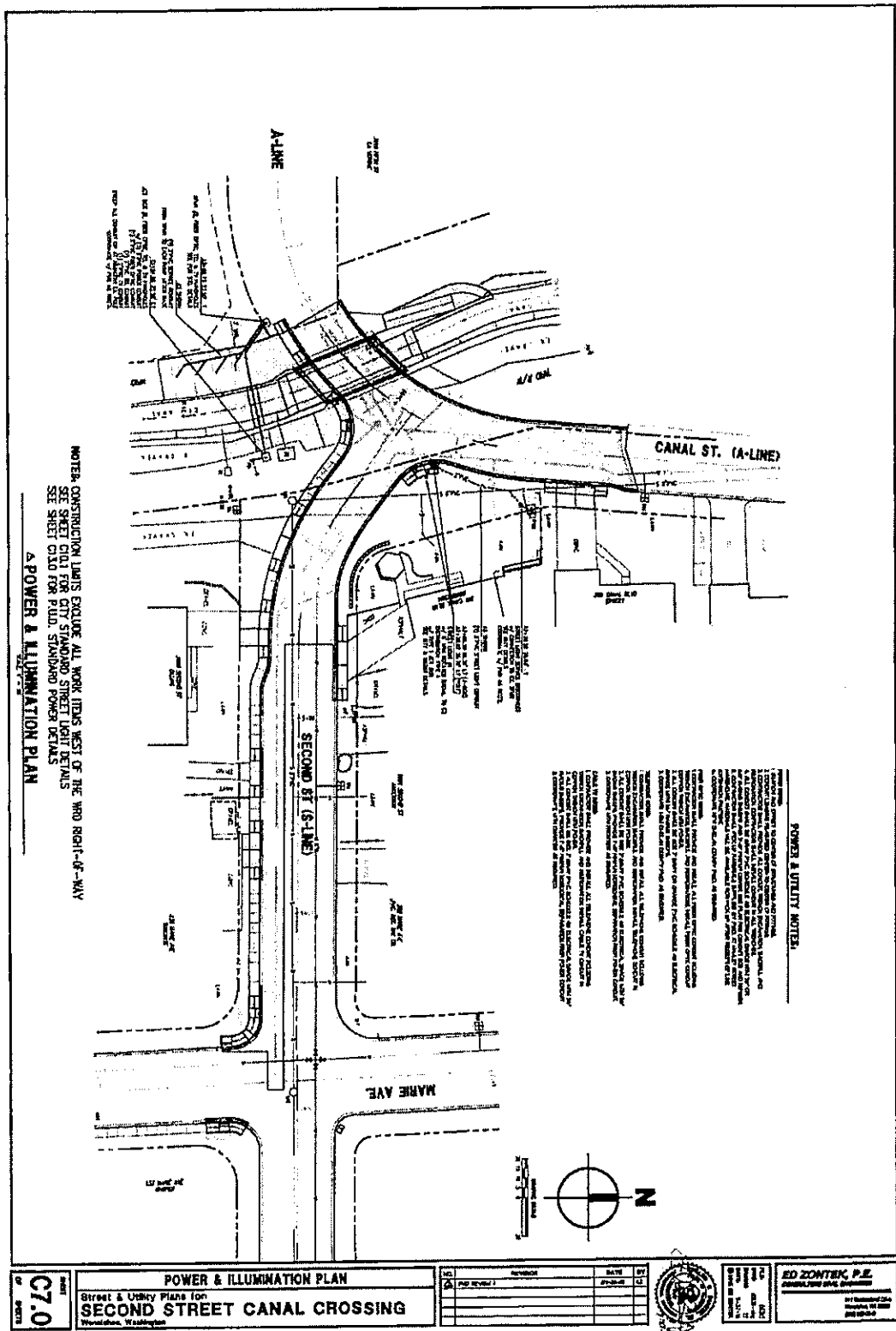
23 2.19 Assignment. Neither the Developer nor the City shall assign their rights
24 hereunder without the prior written consent of the District which consent shall not be
25 unreasonably withheld. No assignment of the privileges and benefits occurring to the Developer
26 or the City herein and no assignment of the obligations or liability of the Developer or the City,

EXHIBIT "A"

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Return Address:

Wenatchee Reclamation District
514 Easy Street
Wenatchee, WA 98801

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**AGREEMENT – SECOND STREET,
WENATCHEE IRRIGATION CANAL CROSSING
CITY OF WENATCHEE**

Grantors/Grantees: Wenatchee Reclamation District, a Washington irrigation district, and City of Wenatchee, a Washington municipal corporation
Legal Description (abbreviated): Ptn. SE¼ Sec 5, T. 22 N., R. 20, E.W.M., Chelan County, Washington. Additional legal on page 1.
Assessor's Tax Parcel ID#: N/A

THIS AGREEMENT is made this _____ day of _____, 2018, between WENATCHEE RECLAMATION DISTRICT, a Washington irrigation district (the "District"), and the CITY OF WENATCHEE, a Washington municipal corporation ("City"). McKittrick Place, LLC, a Washington limited liability company ("Developer"), plans to construct a bridge ("Bridge") over the District's canal for an extension of Second Street and to convey the Bridge to the City, approximately fifteen feet (15') South of the Bridge. The City plans to install sanitary sewer and storm water pipelines in conjunction with the construction of the Bridge. Upon completion of the construction of the Bridge and its final inspection of the Bridge and approval of the Bridge as complying with the plans and specifications submitted to it, the City will accept the conveyance of the Bridge and agreement to cross the District's irrigation canal and put these to public use extending Second Street. The tasks described in the preceding sentence and in paragraph 1 below are collectively referred to herein as the "Work".

In consideration of the City's reimbursing the District's staff, legal and engineer's

AGREEMENT – 2ND STREET WENATCHEE IRRIGATION CANAL
CROSSING – CITY OF WENATCHEE

1 review costs, and in consideration of the performance by the City and its successors and assigns
2 of all covenants, terms, and conditions contained in this Agreement, the parties agree as follows:

3 1. Scope; Cost of Engineering, Surveying, Construction, and Maintenance.

4
5 The Bridge and agreement to cross the District's irrigation canal, after the City's acceptance of
6 the conveyance of these to it from the Developer and the sanitary sewer and storm water
7 pipeline, shall, as to the District, be the City's sole responsibility. The City shall bear sole
8 responsibility for and shall pay all costs of maintaining, repairing, or removing the Work, including
9 the cost of engineering and surveying.
10

11 2. Specification. The City in performing, maintaining, repairing, or removing

12 the Work shall act in accordance with good engineering practice and shall comply with all
13 applicable codes, regulations, and standards, District requirements, and all applicable statutes,
14 orders, rules and regulations of any public authority having jurisdiction.
15

16 3. Submission of Plan. Prior to maintaining, repairing, or removing any part

17 of the Work, when that activity might potentially impact the District's canal, maintenance road,
18 related facilities, or operations, the City shall submit to the District plans for the same that are
19 satisfactory to the District. Nothing in this Agreement shall be deemed to impose any duty or
20 obligation on the District to determine the adequacy or sufficiency of plans and designs of the City
21 or to ascertain if the City's construction conforms with the plans and specifications that the City
22 submits.
23

24 4. Work Standards. The City shall perform maintenance in a careful and

25 workmanlike manner so as not to damage or compromise District's canal, maintenance road or
26 related facilities and so as not to interfere with or obstruct the flow of water in the District's canal.
27 On completion of its activities related to the Work, and on completion of any subsequent work
28 performed by the City in the vicinity of the District's canal, maintenance road or related facilities,
29 the City shall remove all debris and restore the District's canal, maintenance road, and related
30
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1 facilities to the condition in which they were prior to the commencement of its activities. Such
2 restoration shall be to the District's satisfaction.

3 5. Use and Activity. The City shall exercise its rights so as to avoid
4 interference with and so as not to obstruct or endanger the District's canal, maintenance road,
5 related facilities, and operations. No work shall take place during the irrigation season, i.e.,
6 during the time that the District is utilizing the canal for the conveyance of water, except in case of
7 an emergency. Normally, irrigation season extends from March 15 through October 15.

8 6. Indemnity. To the fullest extent submitted by law, the City specifically
9 and expressly agrees to defend, indemnify and hold harmless the District, its directors, officers,
10 and employees from and against all suits, actions, proceedings, claims, demands, judgments,
11 damages, penalties, fines, and expenses (including, but not limited to reasonable attorney fees),
12 whether arising before or after completion of its activity arising out of or due to:

13 (a) Any act, omission, fault, or negligence of the City, its contractors or
14 subcontractors in connection with or incident to the Work or its activities related to the Work;

15 (b) Any injury to or death of any person or persons (including any
16 employees(s) of contractors or subcontractors) or damage to any property or environment in
17 connection with or incident to performance of its activities;

18 (c) Any failure of the City, its contractors or subcontractors to comply with all
19 applicable laws, ordinances, rules, regulations, orders, licenses, permits or other requirements of
20 any third party governmental authority.

21 Despite the preceding paragraph, the City's obligation to indemnify the District
22 against suits, actions, proceedings, claims, demands, judgments, damages, penalties, fines and
23 expenses arising from bodily injury to person(s) or damage to property caused by or resulting
24 from the concurrent negligence of the City, its agents, contractors, subcontractors, or employees,
25 and the District, in situations constituting construction, alteration, repair, addition to, subtraction

1 from, improvement to or maintenance of any road, excavation or other structure, project,
2 development or improvement attached to real estate, including moving and demolition in
3 connection therewith, shall be valid and enforceable only to the extent of the negligence of the
4 City, its contractors, subcontractors, agents, and employees. Furthermore, in the situations
5 described in this paragraph, the City shall not be obligated to indemnify the District for the sole
6 negligence of the District. As to claims for indemnity by the District only, the City specifically and
7 expressly waives immunity under industrial insurance RCW 51, and acknowledges that this
8 waiver was mutually negotiated. The City acknowledges that by entering into this Agreement with
9 the District, it has mutually negotiated this indemnity provision with the District.
10

11
12 7. Insurance. During the time of any construction activities or other
13 substantial activities by a the City contractor within the boundaries of or in the immediate vicinity
14 of the District's canal, maintenance road, or related facilities, and prior to the commencement
15 thereof, the City shall submit to the District certificates of insurance of the City's contractor, in a
16 form acceptable to the District, evidencing that the City's contractor has commercial general
17 liability insurance covering all operations by or on behalf of the City on an occurrence basis,
18 against claims for personal injury (including bodily injury and death) and property damage
19 (including loss of use). Such insurance shall provide coverage for:
20

- 21
22 (a) Premises and operations;
23 (b) Products and completed operations (which shall remain in affect for a
24 period of at least two (2) years following the completion date);
25 (c) Contractual liability; and
26 (d) Broad form property damage, including completed operations.
27

28 Such insurance shall have no less than a Two Million and No/100 Dollars
29 (\$2,000,000.00) minimum limit per occurrence for bodily injury, personal injury, and property
30 damage combined, provided that policy aggregates, if any, shall apply separately to claims
31

1 occurring with respect to the City's contractors' activities. Property insurance shall be on an "All
2 Risk" policy form. All insurance policies shall provide for waiver of subrogation in favor of the
3 District and shall provide that the insurance shall be primary and not excess to or contributing
4 with any insurance or self-insurance maintained by the District, and it shall name the District, its
5 directors, officers, and employees as additional insureds.
6

7 8. Successors. The rights and obligations of the parties shall inure to the
8 benefit of and be binding upon their respective successors and assigns.
9

10 9. Attorney Fees. The substantially prevailing party in any legal action
11 arising out of or related to this Agreement shall be entitled to recover all costs of suit, including
12 but not limited to, reasonable attorney fees.
13

14 10. Entire Agreement. This Agreement constitutes the entire agreement
15 between the parties related to this canal crossing. Any understandings or representations of any
16 kind preceding the date of this Agreement shall not be binding on any party except to the extent
17 incorporated herein.
18

19 EXECUTED as of the date above stated.

20 "DISTRICT"

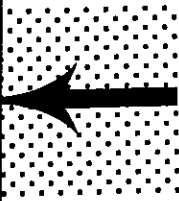
21 WENATCHEE RECLAMATION DISTRICT
22 A Washington Irrigation District
23

24 By _____
25 Printed Name _____
26 Title _____

27 "THE CITY"

28 THE CITY OF WENATCHEE
29 A Washington Municipal Corporation
30

31 By _____
Printed Name _____
Title _____



1 STATE OF WASHINGTON)
2)ss.
3 COUNTY OF CHELAN)

4 I CERTIFY that I know or have satisfactory evidence that _____
5 _____ signed this instrument, on oath stated that he/she was authorized to
6 execute the instrument and acknowledged it as the _____ of
7 WENATCHEE RECLAMATION DISTRICT, a Washington irrigation district, to be the free and
8 voluntary act of such party for the uses and purposes mentioned in the instrument.

9 DATED this _____ day of _____, 2018.

10
11 _____
12 Typed/Printed Name
13 NOTARY PUBLIC, State of Washington
14 My Appointment Expires _____
15

16 STATE OF WASHINGTON)
17)ss.
18 COUNTY OF CHELAN)

19 I CERTIFY that I know or have satisfactory evidence that _____
20 _____ is the person who appeared before me and said person acknowledged that
21 he/she signed this instrument, on oath stated that he/she was authorized to execute the
22 instrument and acknowledged it as the _____ of the CITY OF
23 WENATCHEE, a Washington municipal corporation, to be the free and voluntary act of such party
24 for the uses and purposes mentioned in the instrument.

25 DATED this _____ day of _____, 2018

26 _____
27 Typed/Printed Name
28 NOTARY PUBLIC, State of Washington
29 My Appointment Expires _____
30
31

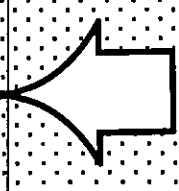


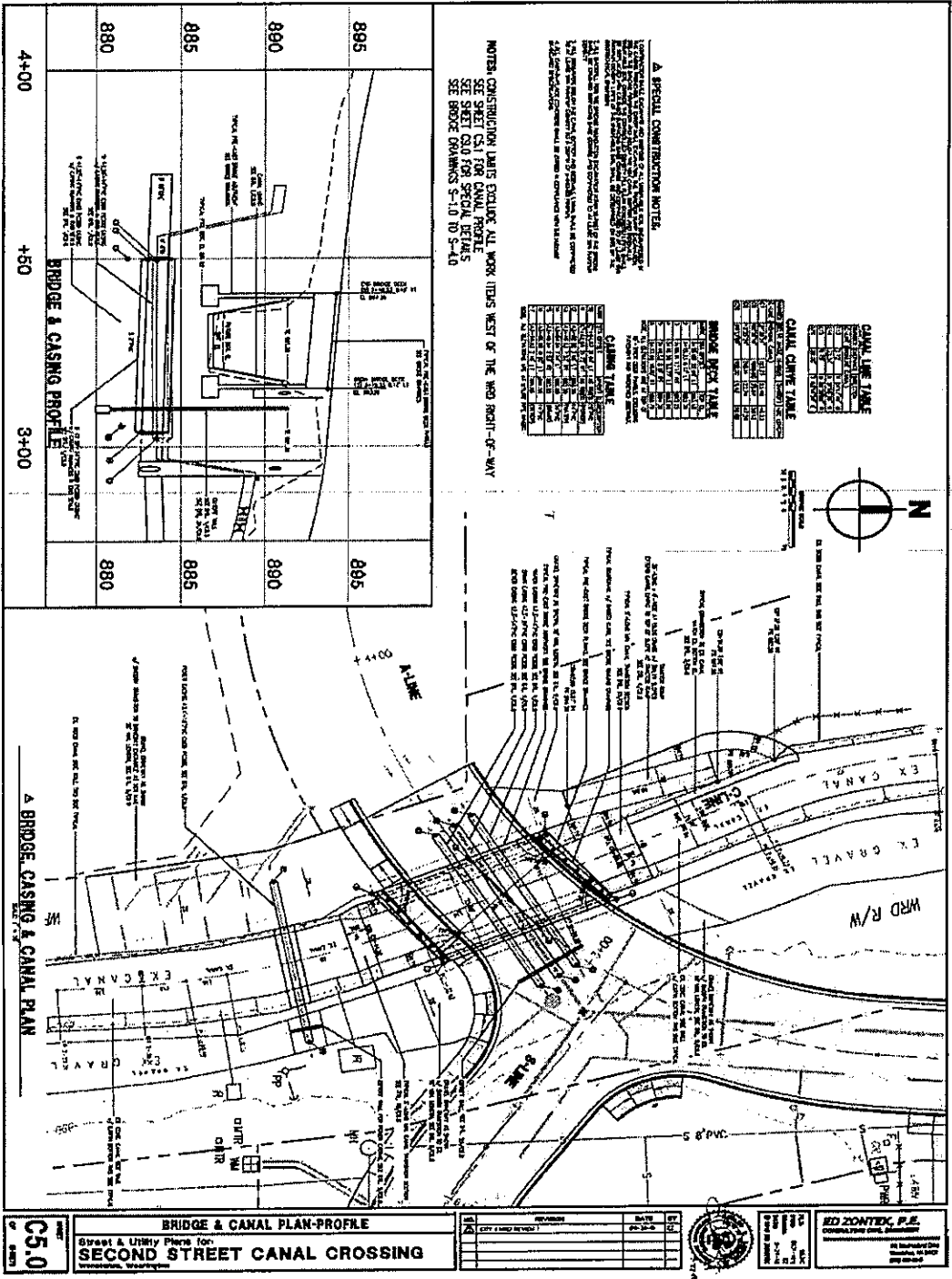
EXHIBIT "A"

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That portion of the irrigation canal where it crosses Second Street in Wenatchee, Washington, located in the Southeast quarter of Section 5, Township 22 North, Range 20 E.W.M., Chelan County Washington.


EXHIBIT "B"

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**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Jeremy Hoover, P.E., Senior Engineer - Utilities 

SUBJECT: Horse Lake Road Sanitary Sewer Extension - Project No. 1713
Project Budget Amendment

DATE: October 22, 2018

MEETING DATE: October 25, 2018

I. OVERVIEW

The project includes the construction of approximately 1,585 linear feet of 8 inch, sanitary sewer main line in Dawn Terrace north of Maiden Lane and Horselake Road from Dawn Terrace to Tanda Lane. Associated individual side sewer services are included for each developed lot.

DW Excavating, Inc. is the low bid contractor with a construction contract in the amount of \$504,323.41 after applicable sales tax.

During initial excavation, very poor soil conditions were encountered. Fill consisting of 12 to 16 inch river cobbles, small quantities of debris and large boulders up to 6 feet in diameter were encountered with little binding soil in that layer. The cobble layer was overlaid with approximately 3 feet of silty clay. The road section had no rock but consisted of 2 - 3 inches of low-quality asphaltic material directly on top of the clay. As the trench excavation proceeded down through the gravel cobble layer to the design elevation of the new sewer, the trench began sloughing badly and continued to do so until the majority of the traveled road width was undermined and compromised. As such, reconstruction of the length of Dawn Terrace north from Maiden to Horselake has become necessary. Costs for the additional paving and design work, along with materials testing exceed the original project budget by approximately 28.5% requiring an amendment to the budget.



II. ACTION REQUESTED

Staff recommends the City Council amend the project budget by \$158,500 to pay for the additional paving and roadway work and further authorize the Mayor to approve the construction change order.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

III. FISCAL IMPACT Submitted to the Finance Committee (Yes – 10-25-18) No

This project was included in the 2018 Budget and is funded through Fund 401 - Sewer. The proposed amendment will increase the project budget by \$158,500.

Original Project Budget

Description	Amount
Design	20,000
In House Management	2,000
Construction & Surveying	510,000
Construction Engineering	20,000
Art Fund	5,000
Total Project Cost	557,000

Amended Project Budget

Description	Amount
Design	20,000
In House Management	2,000
Construction & Surveying	657,000
Construction Engineering	30,000
Art Fund	6,500
Total Project Cost	715,500

IV. PROPOSED PROJECT SCHEDULE

The project duration includes a total of 45 working days. Due to the additional pavement and road construction, completion is expected in early to November 2018.

V. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
 Rob Jammerman, Public Works Director
 John Ricardi, Utilities Manager
 Gary Owen, City Engineer
 Natalie Thresher, Contracts Coordinator
 Brad Posenjak, Finance Director

2018 Capital Improvement Project Budget

Date: October 25, 2018

Project Name: Horse Lake Road Sanitary Sewer Extension Project Category: Sanitary Sewer

Project Description:	Extention of sanitary sewer through Dawn Terrace and Horse Lake Road north of Maiden Lane.
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Lead Engineer:	Jeremy Hoover	Start Year:	2017
Assigned Department:	Engineering	End Year:	2018
Original Project Budget:	\$557,000	Project Number:	1713
Budget Amendment:	\$152,400	Total City Funding:	\$709,400
		Other Funding:	\$0

Revenue Notes and/or Requests for Budget Changes:
 During initial excavation, very poor soil conditions were encountered. Fill consisting of 12 to 16 inch river cobbles, small quantities of debris and large boulders up to 6 feet in diameter were encountered with little binding soil in that layer. The cobble layer was overlaid with approximately 3 feet of silty clay. The road section had no rock but consisted of 2- 3 inches of low-quality asphaltic material directly on top of the clay. As the trench excavation proceeded down through the gravel cobble layer to the design elevation of the new sewer, the trench began sloughing badly and continued to do so until the majority of the traveled road width was undermined and compromised. As such, reconstruction of the length of Dawn Terrace north from Maiden to Horselake has become necessary. Costs for the additional paving and design work exceed the original project budget by approximately 27.3% requiring an ammendment to the budget.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2017	2018	2019	
Design Engineering	20,000			900	19,100		20,000
In House Management	2,000			800	1,200		2,000
Construction Contract & Surveying	510,000	141,000			651,000		651,000
Construction Engineering	20,000				20,000		20,000
Miscellaneous		10,000			10,000		10,000
Art Fund	5,000	1,400			6,400		6,400
Total Project Expenditures	557,000	152,400		1,700	707,700		709,400

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2017	2018	2019	
Fund: #401 - Sewer	557,000	152,400		1,700	707,700		709,400
Fund:							
Fund:							
Fund:							
Fund:							
GRANTS:							
Federal							
TIB							
Total Project Revenues	557,000	152,400		1,700	707,700		709,400

TO: Frank Kuntz, Mayor
City Council

FROM: Steve King, Economic Development Director

SUBJECT: Purchase and Sale Agreement – Mission/Kittitas Parking Lot

DATE: October 22, 2018

MEETING DATE: October 25, 2018

I. OVERVIEW

The City Council declared the Mission and Kittitas Parking lot surplus on by passing resolution 2017-39 on August 10, 2017. A public hearing was held at that time as well. The City Council intends to surplus this parking lot for the purposes of developing housing in downtown. The lack of market rate housing is at a crisis level in the region and thus this is one way the city can help encourage housing. Creating housing opportunities in downtown has also been a goal of the city for a number of years as identified in the City's Comprehensive Plan as well as the Downtown Subarea Plan.



Following surplus, the City Council authorized entering a purchase and sale agreement with Weidner Apartment Homes on October 26, 2017. Since entering into the purchase and sale agreement, Council approved amendment #1 to the agreement providing time and resources for Weidner Apartment Homes to perform environmental due diligence on the site and for a housing project. After performing a phase 1 environmental assessment, Weidner pursued a Phase 2 assessment. Amendment #2 was approved on July 13th granting additional time for the environmental assessment. The environmental assessment step has been completed and thus the City and Weidner are working out the details of a public private partnership that will take the form of a development agreement. Weidner is requesting a second extension to the Purchase and Sale agreement to allow time to draft and negotiate the partnership.

The action before Council provides the authorization for the Mayor to sign amendment #3 providing a 90 day extension to allow the Mayor and city staff to negotiate a public private partnership for the project. This extension will cause the purchase and sale agreement to expire on January 15, 2019.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to sign a third amendment to the real estate purchase and sale agreement with Weidner Apartment homes for the Mission and Kittitas parking lot extending the due diligence period and additional 90 days.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

There is no fiscal impact associated with this extension.

IV. PROPOSED PROJECT SCHEDULE

Depending on the outcome of negotiations, this project would proceed within 36 months of closing.

V. REFERENCE(S)

1. Third Amendment to the Real Estate Purchase and Sale Agreement
2. Second Amendment to the Real Estate Purchase and Sale Agreement
3. First Amendment to the Real Estate Purchase and Sale Agreement
4. Signed Purchase and Sale Agreement

VI. ADMINISTRATIVE ROUTING

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

**THIRD AMENDMENT TO AND REINSTATEMENT OF
PURCHASE AND SALE AGREEMENT**

This Third Amendment to and Reinstatement of Purchase and Sale Agreement (this “**Amendment**”) is made this ___ day of October, 2018, by and between the CITY OF WENATCHEE, a Washington municipal corporation (“**Seller**”) and WEIDNER INVESTMENT SERVICES, INC., a Washington corporation as Buyer (“**Buyer**”).

RECITALS

A. Seller and Buyer previously executed that certain Purchase and Sale Agreement dated October 26, 2017, as amended by that certain First Amendment to Purchase and Sale Agreement dated April 27, 2018 and Second Amendment to Purchase and Sale Agreement dated July 23, 2018 (together, the “**Agreement**”).

B. On October 22, 2018, the Agreement automatically terminated pursuant to its terms.

C. Seller and Buyer have agreed to reinstate and amend the Agreement, subject to the terms and conditions set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. All capitalized terms referred to herein shall have the same meaning provided in the Agreement, except where expressly defined to the contrary herein.

2. Review Period. The Review Period (as defined in Section 5.1 of the Agreement) is hereby extended to end on January 15, 2019.

3. Reinstatement. The Agreement is hereby reinstated. Buyer and Seller agree that the Agreement, as amended by this Amendment, is in full force and effect and is the valid and binding obligation of Seller and Buyer, as if it had never been terminated.

4. Signatures; Counterparts. This Amendment may be executed in counterparts that, when assembled, shall form one document, and signatures executed via facsimile or email shall have the same force and effect as originals.

[Signatures on following page.]

DATED as of the date and year first above written.

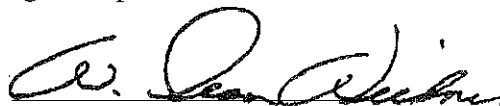
SELLER:

CITY OF WENATCHEE,
a Washington municipal corporation

By: _____
Name: Frank Kuntz
Its: Mayor

BUYER:

WEIDNER INVESTMENT SERVICES, INC.,
a Washington corporation

By: 
W. Dean Weidner, President

FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement (this “Amendment”) is made this ___ day of April, 2018, by and between the City of Wenatchee, a Washington municipal corporation (“Seller”) and Weidner Investment Services, Inc., a Washington corporation as Buyer (“Buyer”) to amend the terms of that certain Purchase and Sale Agreement dated October 26, 2017 (the “Agreement”). Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

Seller and Buyer agree as follows:

1. Review Period. The Review Period (as defined in Section 5.1 of the Agreement) is hereby extended to end on July 23, 2018.

2. Phase II ESA Cost Sharing. Buyer has engaged Aspect Consulting to conduct a limited soil and groundwater investigation as described in the Contract Order attached hereto as Exhibit A (the “Phase II ESA”). Buyer and Seller shall each pay 50% of the cost of the Phase II ESA. Seller shall reimburse Buyer for 50% of the cost of the Phase II ESA within 30 days of Buyer’s delivery to Seller of the Phase II ESA invoice; provided, however, that Seller’s share of the Phase II ESA cost shall not exceed \$16,400. Buyer shall provide Seller with a copy of Phase II ESA report upon payment of the invoice by Seller.

3. Continued Effect. Except as amended by this Amendment, the Agreement remains in full force and effect without change.

4. Signatures; Counterparts. This Amendment may be executed in counterparts that, when assembled, shall form one document, and signatures executed via facsimile or email shall have the same force and effect as originals.

DATED as of the date and year first above written.

SELLER:

City of Wenatchee, a Washington municipal
corporation

By: _____
Name: Frank Kuntz
Its: Mayor

BUYER:

WEIDNER INVESTMENT SERVICES, INC., a
Washington corporation

By: _____
W. Dean Weidner, President

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made this 26 day of October, 2017 (the "Effective Date"), by and between Weidner Investment Services, Inc., a Washington corporation and/or permitted assigns under Section 23 below ("Buyer"), and the City of Wenatchee, a Washington municipal corporation ("Seller").

1. Purchase and Sale. Upon the terms and conditions set forth herein, Buyer agrees to buy from Seller and Seller agrees to sell to Buyer the real property in Wenatchee, Washington, legally described on Exhibit A attached hereto (the "Property"). The Property will also include (i) all easements and rights appurtenant thereto; and (ii) all assignable permits, approvals, studies, surveys, warranties and other documents associated with the Property. The Property shall not include any service contracts or tenant leases, and Seller shall terminate all service contracts and existing leases prior to Closing and deliver the Property to Buyer free and clear of all such contracts, tenant leases or other parties in possession.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be Four Hundred Eighteen Thousand and No/100 Dollars (\$418,000), which shall be due and payable in good and immediately available funds at Closing. No portion of the Purchase Price shall be allocated to personal property, it being agreed by the parties that any personal property is de minimis.

3. Earnest Money. Within two (2) business days of the Effective Date, Buyer shall deposit with Pioneer Title Insurance Company, 411 N. Chelan, Wenatchee, Washington 98801 (the "Escrow Agent") the amount of Twenty Five Thousand and No/100 Dollars (\$25,000) as the earnest money deposit (the "Earnest Money"). The Earnest Money shall be held and disbursed as provided in this Agreement. The Earnest Money shall be deposited by Escrow Agent into an interest bearing account, with all interest remaining in escrow as part of the Earnest Money (for purposes hereof, all references to the Earnest Money shall include all accrued interest thereon). The Earnest Money shall be refundable or non-refundable as provided in Sections 4 and 5 below and shall be credited towards the Purchase Price at Closing.

4. Title.

4.1 Title. Within ten (10) days of the Effective Date, Seller shall provide Buyer with a preliminary commitment for title insurance for the Property issued by Pioneer Title Insurance Company (the "Title Company"), together with copies of all exceptions and encumbrances noted thereon (the "Preliminary Commitment").

4.2 Survey. Within ten (10) days of the Effective Date, Seller shall provide Buyer with a copy of any existing survey of the Property in Seller's possession or control (the "Survey"). Buyer may, at Buyer's sole option and expense, obtain a new survey of the Property or update any existing survey provided by Seller.

4.3 Title and Survey Review. Buyer shall have sixty (60) days from and after receipt of the Preliminary Commitment and any existing Survey to advise Seller in writing of any

encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the "Exceptions") to which Buyer objects. All Exceptions to which Buyer does not object in writing within the sixty (60) day period shall be deemed accepted by Buyer.

If Buyer objects to any Exceptions within the sixty (60) day period, Seller shall advise Buyer in writing within twenty (20) days after Seller's receipt of Buyer's objections (a) which Exceptions Seller will remove at Closing, (b) which Exceptions the Title Company has agreed to insure over in the title policy to be issued at Closing (together with the proposed form of endorsement) and (c) which Exceptions will not be removed or insured over.

On or before expiration of the Review Period (as defined below), and assuming Seller has not agreed to remove all Exceptions to which Buyer objects, Buyer shall notify Seller in writing of Buyer's election to either (a) terminate this Agreement, in which event the Earnest Money shall be returned to Buyer, or (b) waive its objections to the Exceptions the Title Company has not agreed to insure over and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Buyer.

Seller shall cause the Title Company to provide to Buyer supplemental reports to the Preliminary Commitment (together with copies of any instruments constituting exceptions which are identified therein) covering any additions or deletions from the date of the Preliminary Commitment through the Closing Date. Buyer shall have five (5) business days following the receipt of a supplemental report to notify Seller in writing of its disapproval of any exception contained in that supplemental report; if Buyer's disapproval of any supplemental report exception is not so communicated to Seller, the exception shall be considered an approved Exception. Following any written disapproval notice by Buyer, Buyer and Seller shall have the same rights and duties with respect to disapproved items as is provided in the preceding paragraph; except that (i) Seller shall have five (5) days to respond to Buyer's notice, and (ii) in no event shall title review extend the Closing Date.

Notwithstanding the foregoing, at or prior to Closing, Seller agrees to remove all financial encumbrances and liens and if Seller fails to do so, Buyer may cause any remaining financial encumbrances and liens to be satisfied in full at Closing from the purchase funds provided by Buyer.

4.4 Title Insurance. Seller shall deliver to Buyer at Closing an Owner's ALTA Standard Coverage policy of title insurance (2006 Form) for the Property issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Buyer's title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Buyer pursuant to Section 4.3 above. The policy of title insurance shall also include such endorsements as Buyer may reasonably request at its expense. Seller agrees to reasonably provide whatever affidavits the Title Company may require to remove from the policy of title insurance the standard preprinted exception for parties in possession and the standard preprinted exception for mechanics liens.

5. Review of Property.

5.1 Review Period. Within five (5) days of the date of this Agreement, Seller shall provide to Buyer, at Seller's sole cost and expense, the following documents relating to the Property (the "Review Materials"): survey, environmental, soils and inspection reports and other documents concerning the physical condition and title to the Property together with all plans, applications, permits, licenses, contracts, architectural drawings or other work product, studies, documents, records and other materials related to any proposed development by Seller with respect to the Property. Buyer shall have until 5:00 p.m. Pacific Time on the date that is one hundred eighty (180) days following the Effective Date (the "Review Period") to conduct a due diligence and feasibility review with respect to the Property and the Review Materials and to satisfy itself with respect to the condition of and other matters relating to the Property. Seller and its representatives and consultants shall cooperate with Buyer in connection with Buyer's review of the Property and the Review Materials.

In the event that on or prior to the end of the Review Period Buyer determines that the Property is acceptable (in Buyer's sole and absolute discretion), Buyer shall give written notice thereof to Seller prior to the end of the Review Period, in which event this Agreement shall continue in full force and effect in accordance with the terms hereof. If Buyer does not provide Seller with written notice that the Property is acceptable to Buyer on or prior to the end of the Review Period, then (i) this Agreement shall terminate; (ii) Buyer shall promptly return to Seller copies of all materials and documents provided by Seller to Buyer as part of Buyer's review of the Property; and (iii) the Earnest Money shall be returned to Buyer. Upon termination of the Agreement, Buyer shall deliver to Seller copies of all results and products of the investigation and feasibility study, but without representation or warranty of any kind, and provided that Buyer shall have no obligation to deliver to Seller any internal memoranda, financial analyses, attorney-client privileged documents or privileged communications or appraisals.

5.2 Access. During the term of this Agreement, Buyer shall be entitled to access to the Property to conduct such investigations, tests, surveys and other analyses as Buyer determines is necessary, provided (i) Buyer conducts such tests or investigations so as not to unreasonably interfere with current activities on the Property, (ii) Buyer restores the Property to its original condition following any such tests and investigations, and (iii) Buyer indemnifies, defends and holds Seller harmless from and against all claims, costs, expenses and liabilities arising out of Buyer's entry upon the Property and/or the performance of the tests and investigations conducted by Buyer on the Property (and provided that Buyer shall not be liable in any respect for the mere discovery of pre-existing conditions).

5.3 Public/Private Partnership Agreement. At Closing, Seller and Buyer shall enter into a Public/Private Partnership agreement intended to create public benefits and economic viability of Buyer's intended development of the Property (the "Public/Private Partnership Agreement"). The terms of the Public/Private Partnership Agreement shall be mutually approved by Buyer and Seller prior to expiration of the Review Period.

6. Conditions Precedent to Closing.

Buyer's obligations under this Agreement are expressly conditioned on, and subject to satisfaction of, the following conditions precedent:

6.1 Performance by Seller. Seller shall have performed all material obligations required by this Agreement to be performed by it.

6.2 Title Policy. Title Company shall be ready, willing and able to issue the Title Policy.

6.3 Representations and Warranties True. The representations and warranties of Seller contained herein shall be true and correct in all material respects.

The conditions set forth in Sections 6.1 through 6.3 above are intended solely for the benefit of Buyer. If any of the foregoing conditions are not satisfied as of the Closing Date, Buyer shall have the right at its sole election either to waive the condition in question and proceed with the purchase of the Property or, in the alternative, to terminate this Agreement, whereupon the Earnest Money shall be returned to Buyer, and the parties shall have no further obligations hereunder other than those obligations which survive the termination of this Agreement by their express terms, except that if the cause of a foregoing condition not being satisfied is a default, breach or misrepresentation by Seller, Buyer retains its remedies under this Agreement.

Seller's obligations under this Agreement are expressly conditioned on, and subject to satisfaction of, the following conditions precedent:

6.4 Performance by Buyer. Buyer shall have performed all material obligations required by this Agreement to be performed by it.

6.5 Representations and Warranties True. The representations and warranties of Buyer contained herein shall be true and correct in all material respects.

The conditions set forth in Sections 6.4 and 6.5 above are intended solely for the benefit of Seller. If any of the foregoing conditions are not satisfied as of the Closing Date, Seller shall have the right at its sole election either to waive the condition in question and proceed with the sale or, in the alternative, to terminate this Agreement. No such termination, however, shall waive Seller's right to retain the Earnest Money if Buyer is then in default under this Agreement.

7. Closing.

7.1 Time and Place of Closing. Closing shall occur in the office of the Title Company within thirty (30) days following the satisfaction of the Approval Condition (as hereinafter defined); provided, however, that in the event the Approval Condition has not been satisfied or waived by Buyer by the date that is eighteen (18) months following the Effective Date, this Agreement shall automatically terminate in which event the Earnest Money shall be returned to Buyer. Buyer and Seller shall deposit in escrow with Escrow Agent all instruments and documents necessary to complete the transaction in accordance with this Agreement. As used

herein, "Closing", "Closing Date" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

For purposes herein, "Approval Condition" shall mean the issuance by the City of Wenatchee of the Public/Private Partnership Agreement, design review approval, SEPA approval, and/or any and all other discretionary permits and approvals (the "Entitlements") required for the development of an apartment project on the Property on terms and conditions satisfactory to Buyer, and with any appeal period having expired without an appeal having been filed, or if an appeal is filed, the final resolution of such appeal on terms acceptable to Buyer. Buyer shall be responsible for seeking issuance of the Entitlements and paying any fees and costs of the City of Wenatchee to issue such permits and approvals. For purposes of clarity, the Approval Condition shall only apply to the Public/Private Partnership Agreement or other discretionary permits or approvals required for Buyer's intended development and shall not include nondiscretionary permits such as a building permit or excavation permit. If this Agreement has not been terminated, Buyer shall diligently and in good faith pursue the Entitlements following the end of the Review Period. Buyer shall promptly provide Seller with copies of its application and Entitlement documents as they are filed and shall keep Seller apprised of its progress in obtaining the Entitlements. Upon Seller's request from time to time, Buyer promptly shall provide a written update to Seller as to the status of the Entitlements. Seller agrees to join with Buyer, without limitation, in any actions Buyer determines in its reasonable discretion to be necessary to obtain the Entitlements deemed necessary by Buyer, such as signing of any application documents, easements, dedications of roads and acquisition of utilities. Seller shall reasonably cooperate with and assist Buyer in connection with Buyer's efforts to obtain the Entitlements that the Buyer determines necessary in Buyer's sole discretion. Buyer will provide Seller with written notice of the satisfaction of the Approval Condition within three (3) business days after such condition is satisfied. Without the consent of Seller, the Entitlements shall not become binding on the Property until after Closing.

7.2 Closing Costs; Fees.

(a) Seller's Closing Costs. At Closing, Seller shall pay (i) the premium for standard coverage policy of title insurance, (ii) real estate excise/transfer taxes; (iii) one-half of Escrow Agent's escrow fees and charges, if any; and (iv) cost of preparing deed and tax affidavit.

(b) Buyer's Closing Costs. At Closing Buyer shall pay (i) the costs of recording the Deed, (ii) the cost of the increased title premium for extended coverage (if Buyer elects to obtain extended coverage), (iii) the costs of any title insurance endorsements required by Buyer (other than the costs of the title insurance endorsements to be provided by Seller pursuant to Section 7.2(a)), (iv) one-half of Escrow Agent's escrow fees and charges, if any, (v) the cost of any updates or recertification of the Survey, and (vi) all sales/use taxes on tangible personal property, if any.

(c) Fees. Each party shall be responsible for its own legal, accounting and consultant fees. Any other expenses or costs in connection with this transaction shall be apportioned in the manner customary in Chelan County, Washington.

7.3 Prorations. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing. Any revenue or expense amount which cannot be ascertained with certainty as of Closing shall be prorated based upon the parties' reasonable estimation, and shall be reconciled within thirty (30) days of Closing or as soon thereafter as the precise amounts can be ascertained. Either party owing the other party money based upon the final reconciliation shall promptly pay it to the other party, which amount shall bear interest at the rate of 12% per annum from the date 10 days after written demand for such payment is made by the party entitled to such payment.

8. Deliveries at Closing.

8.1 Seller's Delivery. At Closing, Seller shall deliver the following:

(a) Statutory Warranty Deed conveying fee title to the Property to Buyer subject to no encumbrances, claims and defects other than the Exceptions deemed approved by Buyer pursuant to Section 4.3 above.

(b) Real Estate Excise Tax Affidavit.

(c) Such other assignments as Buyer may require to transfer all other Property to Buyer.

(d) The Public/Private Partnership Agreement.

(e) FIRPTA Affidavit.

(f) A final closing statement, prepared by Escrow Agent (the "Closing Statement").

8.2 Buyer's Delivery. At Closing, Buyer shall deliver the following:

(a) Cash in the amount of the Purchase Price (subject to adjustments and prorations as set forth herein and with a credit for the Earnest Money).

(b) A counterpart of the Real Estate Excise Tax Affidavit.

(c) A counterpart of the Public/Private Partnership Agreement.

(d) A counterpart of the Closing Statement.

8.3 Delivery Outside of Escrow. Seller shall deliver to Buyer at Closing outside of the Closing escrow the originals of the Review Materials and such other records and items as reasonably requested by Buyer.

9. Operations Pending Closing. From the date of this Agreement until Closing, Seller agrees to hold and maintain the Property free from waste and neglect and consistent with past

management practices. Seller further agrees: (i) to maintain the Property in its current condition and repair; (ii) to maintain the existing property and casualty insurance on the Property; (iii) to perform all of its material obligations under any permits, contracts and mortgages applicable to the Property; (iv) not to lease, rent or otherwise permit any person or persons to occupy any portion of the Property other than daily parking as currently allowed; and (v) not to enter into any new contracts that would be binding on Buyer after Closing, without Buyer's prior written approval. Seller reserves the right to continue using the Property as a public parking lot during the term of this Agreement until the Closing Date.

10. Condemnation of Property. In the event that all or any material portion of the Property is the subject of a taking or condemnation under the provisions of eminent domain prior to the date of Closing, Buyer may terminate this Agreement upon written notice to Seller given within thirty (30) days of the condemnation and the Earnest Money shall be refunded to Buyer. If Buyer does not elect to terminate this Agreement, Seller shall assign to Buyer its rights to any condemnation proceeds resulting from such taking and shall not make any settlements without Buyer's prior written approval.

11. Representations and Warranties.

11.1 Seller's Representations and Warranties. Seller, with respect to Seller and the Property only, represents and warrants to Buyer that, as of the date hereof and as of Closing:

(a) Title. As of the date of Closing, Seller shall have good, marketable, indefeasible title to the Property free and clear of all liens, claims and encumbrances except for the Exceptions accepted by Buyer pursuant to Section 4.3 above.

(b) Organization. Seller is a municipal corporation duly organized, validly existing and in good standing under the laws of the state of Washington and is fully authorized to own and operate the Property in the manner in which the Property is currently operated. This Agreement has been duly authorized, executed and delivered by Seller and is a valid and binding obligation of Seller. No other authorizations or approvals, whether of governmental bodies or otherwise, will be necessary in order for Seller to enter into this Agreement. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will: (i) be in violation of Seller's organizational documents; (ii) conflict with or result in a breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Seller; (iii) constitute a breach of any evidence of indebtedness or agreement to which Seller is a party or by which Seller is bound.

(c) No Defaults. Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of the terms hereof, will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument which affects the Property or to which the Property is subject or any applicable laws or regulations of any governmental body having jurisdiction over the Property.

(d) Litigation. There is no claim, litigation, proceeding or governmental investigation pending, or, so far as known to Seller, threatened against or relating to Seller, Seller's

properties or business, the Property, or the transactions contemplated by this Agreement, or any dispute arising out of any contract or commitment entered into regarding the Property, nor is there any basis known to Seller for any such action or claim.

(e) No Prior Options, Sales or Assignments. Seller has not granted any options nor obligated itself in any manner whatsoever to sell the Property or any portion thereof to any party other than Buyer.

(f) Hazardous Substances. To the best of Seller's knowledge, except as described in environmental reports provided to Buyer as part of the Review Materials, (i) the Property does not contain, no activity on the Property has produced, and the Property has not been used in any manner for the storage, discharge, deposit or dumping of hazardous or toxic wastes or substances, whether in the soil, ground water or otherwise; (ii) the Property does not contain underground tanks of any kind; (iii) the Property does not contain and does not produce polychlorinated biphenyls, urea formaldehyde, asbestos or radon gas; (iv) the Property does not contain toxic mold; and (v) there are no surface or subsurface conditions which constitute or with the passage of time may constitute a public or private nuisance. Seller has not undertaken any of the foregoing activities and has not caused or allowed any of the foregoing conditions to exist on the Property.

Seller hereby agrees to defend, protect, indemnify and hold Buyer harmless from any and all loss, damage, liability or expense, including attorneys' fees and costs, Buyer may suffer as a result of any breach of or any inaccuracy of the foregoing representations and warranties. These representations and warranties shall survive Closing for a period of 12 months, and Buyer must give Seller notice of any alleged breach of a representation or warranty within such 12 month period in order to pursue any claim for such breach.

BUYER IS PURCHASING THE PROPERTY "AS IS WHERE IS" IN ITS PRESENT CONDITION. BUYER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY AND DOCUMENTATION IN SELLER'S POSSESSION AS PROVIDED HEREIN. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 11 ABOVE AND IN THE CONVEYANCE DOCUMENTS, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO: (A) THE CONDITION OF THE PROPERTY OR ANY BUILDINGS, STRUCTURE OR IMPROVEMENTS THEREON OR THE SUITABILITY OF THE PROPERTY FOR HABITATION OR FOR BUYER'S INTENDED USE; (B) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (C) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; OR (D) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR DRAINAGE SYSTEM. BUYER ACKNOWLEDGES THAT BUYER IS GIVEN THE OPPORTUNITY UNDER THIS AGREEMENT TO FULLY INSPECT THE PROPERTY AND BUYER ASSUMES THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUCH DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION.

11.2 Buyer's Representations. Buyer represents and warrants to Seller as of the Closing Date as follows:

(a) Status. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington.

(b) Authority. This Agreement and all documents to be executed by Buyer at Closing have been duly authorized, executed and delivered by Buyer and are binding on and enforceable against Buyer in accordance with their terms.

(c) OFAC. Neither Buyer nor, to Buyer's current actual knowledge, any of its respective partners, members, shareholders or other equity owners is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism).

12. Liabilities and Assumption of Obligations. Except as expressly provided herein, Buyer shall not assume or take subject to any liabilities or obligations of the Property or Seller existing or accrued as of the date of Closing, and Seller shall pay the same as they mature and shall hold Buyer harmless with respect to all such liabilities and obligations. Liabilities and obligations of the Property accruing after the date of Closing shall be the responsibility of Buyer. Each party agrees to indemnify, defend and hold the other party harmless with respect to the liability and responsibility of such party in accordance with this Section 12.

13. Negotiation and Construction. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between 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. Brokers and Finders. Neither Buyer nor Seller was represented by a broker in this transaction. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, hereby agrees to indemnify Seller against and hold Seller harmless from any and all damages, liabilities, costs, expenses, and losses (including, without limitation, reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim, and Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify Buyer against and hold Buyer harmless from any and all damages, liabilities, costs, expenses and losses (including, without limitation, reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. The provisions of this section shall survive the termination of this Agreement or the Closing.

15. Possession. Buyer shall be entitled to possession of the Property on the date of Closing, subject only to the Tenant Leases (if applicable).

16. Governing Law, Attorneys' Fees. This Agreement shall be construed according to the laws of the state of Washington. If either Buyer or Seller should find it necessary to employ an attorney to enforce a provision of the Agreement or to recover damages for the breach hereof (including proceedings in bankruptcy), each party shall bear its' own attorneys' fees and costs through all levels of appeal.

17. Default. In the event Buyer fails without legal excuse to complete the purchase of the Property, the Earnest Money deposited by Buyer shall be forfeited to Seller as the sole and exclusive remedy available to Seller for such failure. If Seller shall fail to perform any covenant or agreement of Seller contained herein, Buyer may elect to pursue any and all remedies available in law or in equity, including, without limitation (a) specific performance of this Agreement; (b) damages from Seller (limited to actual damages only, and excluding consequential damages); or (c) rescission of this Agreement and recovery of the Earnest Money.

In addition to the remedies provided above, if Seller shall give notice pursuant to Section 4.3 of Seller's intention to remove Exceptions at or prior to Closing and if Seller shall thereafter fail to remove any such Exceptions, and if as a result thereof Buyer elects to terminate this Agreement, Seller shall also be liable for Buyer's costs and expenses incurred hereunder (including title and escrow costs and attorney, accountant and other consultant fees), after Seller notifies Buyer that Seller will remove such Exceptions in accordance with Section 4.3 above.

18. Notices. All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) sent by a nationally recognized overnight delivery service, (c) electronically transmitted with confirmation sent by another method specified in this Section 18 or (d) if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

SELLER:

City of Wenatchee
129 S. Chelan
Wenatchee, WA 98801
Attention: Mayor
Telephone: 509-888-6204
Facsimile: 509-888-3636
Email: tstanger@WenatcheeWA.gov

With a copy to:

Johnson Gaukroger Smith & Marchant
139 S. Worthen
Wenatchee, WA 98801
Attention: Steve D. Smith
Telephone: 509-663-0031
Facsimile: 509-663-6003
Email: steves@jgsmlaw.com

BUYER: Weidner Investment Services, Inc.
9757 NE Juanita Drive, Suite 300
Kirkland, Washington 98034
Attention: Kyran Hynes
Telephone: (425) 821-3844
Facsimile: (425) 821.5936
Email: kyran@weidner.com

With a copy to: Foster Pepper PLLC
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
Attention: Sabina L. Shapiro
Telephone: (206) 447-1993
Facsimile: (206) 749-1913
Email: sabina.shapiro@foster.com

Either party hereto may by proper notice made by the other party designate such other address for giving of notices. All notices shall be deemed given on the day such notice is delivered (or if refused, the date of such refusal) or transmitted by electronic mail transmission or telephone facsimile or on the third business day following the date such notice is mailed in accordance with this Section.

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators and assigns.

20. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior agreements between them respecting the subject matter hereof.

21. Further Assurances. As and to the extent otherwise contemplated by this Agreement, each party to this Agreement agrees that it will at any time and from time to time after the date hereof, at its sole cost and expense, immediately following the reasonable request of the other party, promptly execute, acknowledge (if necessary) and deliver or cause to be properly executed, acknowledged (if necessary) and delivered, such agreements, certificates, statements, instruments and documents and promptly take, or promptly cause to be taken, such other and further steps and actions, as may be required by law or as reasonably shall be deemed necessary by the other party in order to more fully effect, evidence or carry out the intent and purposes of this Agreement.

22. Counterparts. This Agreement may be executed in several counterparts, which shall be treated as originals for all purposes, and all counterparts so executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart. Any such counterpart shall be admissible into evidence as an original hereof against the person who executed it.

23. Assignment. Buyer's rights under this Agreement are not assignable without the prior written consent of Seller, which shall not unreasonably be withheld; provided, however, Buyer may assign this Agreement without the consent of Seller to any affiliate of Buyer, which

shall include any limited liability company or general or limited partnership of which Buyer, its principal shareholders, or any entity or entities controlled by Buyer or its principal shareholders, is a general partner or member (collectively, the "Permitted Assignment"). From and after any Permitted Assignment, the assignee shall be substituted for Buyer herein and Buyer shall have no further liability hereunder (except, if such is the case, as a general partner of such assignee). Except as provided by Section 24, Seller's rights under this Agreement are not assignable without the prior written consent of Buyer, which shall not unreasonably be withheld. From and after Closing, either Buyer or Seller may assign any of their rights under this Agreement in whole or part to any successor, lender or other party with an interest in the Property.

24. Tax Deferred Exchange. Either party may convey or receive a conveyance of the real property described herein as part of an IRC Section 1031 Tax Deferred Exchange. Either party may assign all contract rights and obligations hereunder to a qualified intermediary, as part of, and in furtherance of, such tax deferred exchange. In such event, the other party agrees to assist and cooperate in such exchange for the benefit of the exchanging party at no cost, expense or liability to the other party, and further agrees to execute any and all documents (subject to the reasonable approval of the other party's legal counsel) as are reasonably necessary in connection with such exchange at the exchanging party's sole expense. Nothing contained in this Section 24 shall release the exchanging party of any of its obligations or liabilities under this Agreement, whether arising before, at or after Closing.

25. Time. Time is of the essence of this Agreement and each and every provision hereof. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

26. Recording. This Agreement shall not be recorded, provided, however, that Buyer may record a memorandum of this Agreement. If this Agreement is legally terminated, Buyer agrees to execute, acknowledge, and deliver to Seller a termination of this Agreement, in such form as Seller shall reasonably request.

27. Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, which may be withheld at the sole discretion of the City. Provided, however, that Buyer may assign this Agreement to any affiliate of Buyer, which shall include any limited liability company or general or limited partnership of which Buyer, its principal shareholders, or any entity or entities controlled by Buyer or its principal shareholders, is a general partner or managing member, without the prior consent of the Seller. This restriction on assignment shall remain in full force and effect post-assignment.

28. Apartment Construction. Part of the valuable consideration for the sale of this property by Seller to Buyer is Buyer's intention to construct an apartment building on the Property with not less than 170 residential units and two levels of parking on site. Buyer agrees to construct said apartment building within 30 months of the Closing Date (subject to force majeure). Seller

shall be entitled to the remedy of specific performance of this provision, reversion of the Property back to Seller, or such other remedies as are allowed by law or equity, to be agreed upon by Buyer and Seller during the Review Period. This provision shall survive Closing and shall be reduced to writing in recordable form and shall be recorded at closing pursuant to an agreement which shall be finalized by Buyer and Seller during the Review Period.

29. Seller Lease Back. Buyer shall lease the Property to Seller to use as public parking post-closing at no cost to Seller until Buyer commences construction on the Property. This provision shall survive Closing and shall be reduced to writing signed at closing pursuant to a lease agreement which shall be finalized by Buyer and Seller during the Review Period. The lease shall be terminable by Buyer ten days in advance of the apartment construction.

[Signatures on the Following Page]

DATED as of the day and year first above written.

SELLER:

City of Wenatchee, a Washington municipal
corporation

By:

Name: Frank Kuntz

Its: Mayor



BUYER:

Weidner Investment Services, Inc.
a Washington corporation

By:

W. Dean Weidner, President



Exhibits

Exhibit A – Legal Description

Exhibit B – Statutory Warranty Deed

EXHIBIT A
TO PURCHASE AND SALE AGREEMENT

Legal Description of the Property

EXHIBIT B
TO PURCHASE AND SALE AGREEMENT

Recording Requested by:

STATUTORY WARRANTY DEED

Grantor: City of Wenatchee, a Washington municipal corporation

Grantee: _____

Abbrev. Legal Description: _____

Complete legal description on Exhibit A.

Assessor's Tax Parcel ID#:

For the consideration of Ten and no/100 Dollars, and other valuable consideration, City of Wenatchee, a Washington municipal corporation ("Grantor"), does hereby convey and warrant to _____ ("Grantee") the real property situate in Chelan County, Washington, legally described on Exhibit A attached hereto and incorporated herein.

SUBJECT TO: Items listed on Exhibit B attached hereto and incorporated herein.

DATED: _____.

GRANTOR: City of Wenatchee, a Washington municipal corporation

By: _____

Name: _____

Its: _____

[ADD ACKNOWLEDGEMENT]

Exhibits

Exhibit A: Legal Description

Exhibit B: Permitted Exceptions

TO: Mayor Frank Kuntz
City Council Members

FROM: Glen DeVries, Director
Brooklyn Holton, Housing and Community Planner

SUBJECT: Annexation, Resolution 2018-36, Setting a Public Hearing Date

DATE: October 22, 2018

MEETING DATE: October 25, 2018

I. OVERVIEW

On February 22, 2018 a ten (10) percent annexation petition was brought before the Wenatchee City Council for property located in an unincorporated area located directly west of Phase VIII and IX of the Broadview neighborhood at the end of Maiden Lane. The approving motion set the annexation boundary, adopted the existing land use designation as Residential Single Family and required the annexation area to assume existing city indebtedness.

A 60 percent annexation petition was established and circulated following approval of the 10 percent petition. The petition has been signed by the majority property owners for the annexation area and certified by the Chelan County Assessor.

On June 14, 2018, Resolution 2018-26 was adopted setting a public hearing on June 28, 2018 for Ordinance 2018-18 to be adopted by the Council. After the Ordinance was adopted, adjustments were made to the approach for notifying the public of the annexation. Due to this change, the public hearing process is to be repeated. The City of Wenatchee is partnering with the CDLT to ensure that a comprehensive public notice process is completed.

State law establishes when a legally sufficient petition is filed, the city council may consider it and:

1. Fix a date for a public hearing, and
2. Provide notice specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation. The notice is to be:
 - a. Published in one or more issues of a newspaper of general circulation in the city; and
 - b. Posted in three public places within the territory proposed for annexation

II. ACTION REQUESTED

Staff is requesting the City Council approve Resolution 2018-36 to establish a date of November 8, 2018 for a public hearing to consider final action on the subject annexation.

III. BUDGET IMPACTS

No anticipated budget impacts.

IV. ATTACHMENT(S)

1. Resolution 2018-36
2. Determination of Sufficiency of Petition for Annexation

V. MOTION

I move to approve Resolution 2018-36, setting a public hearing date of November 8, 2018 for final action on the proposed annexation.

VI. ADMINISTRATIVE ROUTING

Tammy Stanger
Kim Schooley

RESOLUTION NO. 2018-36

A RESOLUTION, fixing time for public hearing on petition for annexation of an unincorporated area located directly west of Phase VIII and IX of the Broadview neighborhood at the end of Maiden Lane also known as the Chelan Douglas Land Trust Annexation.

WHEREAS, there has been filed with the City Council of the City of Wenatchee a Petition for Annexation of the following described real property in Chelan County, Washington, to-wit:

See “Exhibit A” attached hereto and incorporated herein by reference as if fully set forth;

and

WHEREAS, said property is contiguous to the City of Wenatchee and has not heretofore been incorporated as a city or town; and

WHEREAS, said petition has been signed in writing by the owners of not less than sixty percent in value, according to the assessed valuation for general taxation of the property for which annexation is petitioned; and

WHEREAS, said petition has been certified by the Chelan County Assessor as shown on “Exhibit B”; and

WHEREAS, attached to said petition is a plat or drawing which outlines the boundaries of the property sought to be annexed.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF WENATCHEE,** as follows:

SECTION I

That Thursday, the 8th day of November, 2018, at the hour of 5:15 o'clock pm. of said day, or as soon thereafter as the matter may be heard, has been fixed as the date for a public hearing upon said petition at the City Council Chambers at City Hall in Wenatchee, at which time and place all interested persons may appear and voice their approval or disapproval of said petition for annexation.

SECTION II

That the City Clerk of the City of Wenatchee give notice of the time and place of hearing of said petition by posting a copy of said notice in three (3) public places within the territory proposed for annexation and by publishing one copy thereof in one issue of *The Wenatchee World*, a newspaper of general circulation in the City of Wenatchee.

**PASSED BY THE CITY COUNCIL OF THE CITY OF
WENATCHEE,** at a regular meeting thereof, this 25th day of October, 2018.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By:



STEVE D. SMITH, City Attorney

EXHIBIT A

City of Wenatchee, Washington

CHELAN DOUGLAS LAND TRUST (CDLT) ANNEXATION BOUNDARY DESCRIPTION

March 20, 2018

All that certain portion of land in the northwest one-quarter of Section 32, Township 23 North, Range 20 East, Willamette Meridian, Situate the County of Chelan, State of Washington, being more particularly described as follows:

BEGINNING at the northwest corner of said section;

thence South 4°18'00" West, 2074.18 feet along the west line of said Section to the northwest corner of a parcel as described in the deed recorded under Auditors' File No. 2181711, records of said county;

thence South 89°41'00" East, 501.31 feet along the north line to the northeast corner of said parcel;

thence North 8°53'15" East, 432.80 feet;

thence North 66°43'25" East, 614.41 feet;

thence North 50°08'26" East, 586.21 feet to the north line of "Parcel A" as defined in Boundary Line Adjustment 2006-116 recorded under Auditor's File No. 2238470, records of said county;

thence South 88°52'04" West, 200.00 feet to the east line of the west one-half of the northwest one-quarter of said Section 32;

thence North 1°46'48" East, 250.73 feet along said east line to the southwest corner of a parcel of land known as "Tract C" as described in the Plat of Broadview Phase VIII, recorded in Volume 27 of Plats, Pages 90-93, records of said county;

thence North 34°22'29" East, 291.87 feet;

thence North 45°40'27" East, 267.26 feet;

thence North 60°20'36" East, 931.67 feet more or less to the north line of said Section 32;

thence South 87°16'54" West, 1140.96 more or less along the north line of said Section 32 to the northeast corner of the west one-half of the northwest one-quarter of said section;

thence South 87°26'56" West, 1262.05 more or less along the north line of said section 32 to the northwest corner of said Section 32, being also the POINT OF BEGINNING.



Community Development Department
1350 McKittrick Street P.O. Box 519
Wenatchee, WA 98801/ 98807
(509) 888-3200 FAX - (509) 888-3201

PETITION TO COMMENCE ANNEXATION (DIRECT PETITION METHOD)

- We, the undersigned, are owners of real property lying outside of the corporate limits of the City of Wenatchee, Washington, but contiguous thereto and designated as part of the Wenatchee Urban Growth Area. A legal description (Exhibit A) and map (Exhibit B) of this area are attached to this petition.
- We, the undersigned, who together, are the owners of not less than 60% assessed valuation of the real property described herein (Exhibit A), do hereby petition that such property(ies) be annexed to the City of Wenatchee under RCW 35A.14.120. The Wenatchee City Council held a public hearing on February 22, 2018 to accept a notice of intention to commence annexation subject to the conditions specified below. The following text is a quote of the motion made at the February 22 meeting as documented in the minutes:

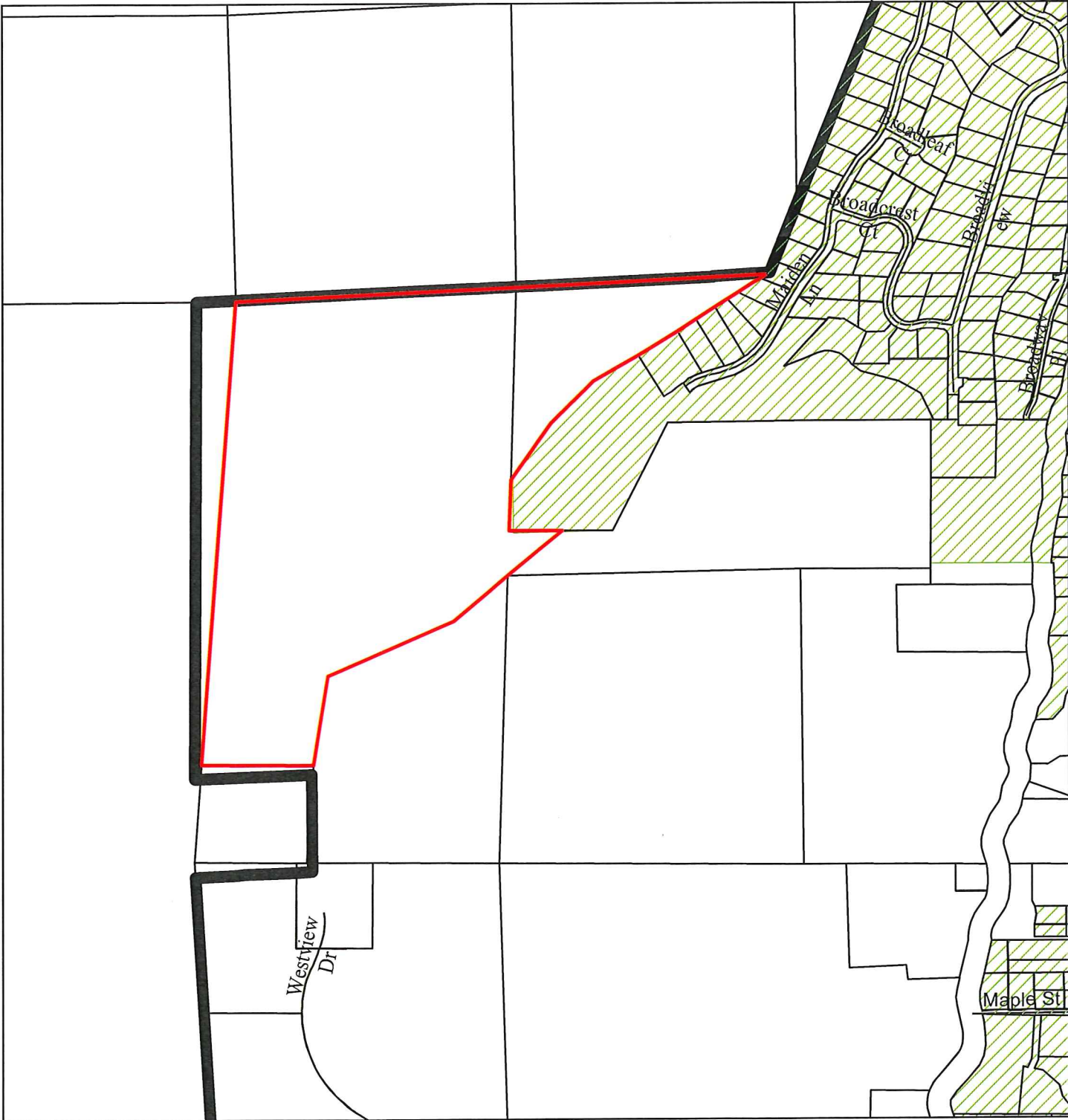
Motion by Councilmember Ruth Esparza for City Council to approve the annexation boundary proposed in the ten percent (10%) annexation petition for the proposed annexation area located in an unincorporated area within the urban growth boundary, to require the adoption of the proposed zoning regulations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

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

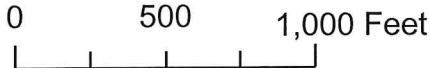
Parcel Number	Physical Address	Property Owner	Signature	Title of Representative	Date
232032200060	NNH ctde>1	Chelan Douglas Land Trust	>:-:P !-1 NTJ	John F. Lehmkuhl Board of Directors, President	5/2/18
232032483050	NNH-td, i-	Chelan Douglas Land Trust	S f t u	John F. Lehmkuhl Board of Directors, President	/

Exhibit B Map of Proposed Chelan-Douglas Land Trust Annexation Area



Legend

-  Proposed Annexation Area
-  Current City Limits
-  Parcels
-  Streets
-  Urban Growth Area





Deanna C. Walter
CHELAN COUNTY ASSESSOR

350 Orondo Ave, Suite 6
Wenatchee, WA 98801-2885
PHONE: 509-667-6365 FAX: 509-667-6664
WEBSITE: <http://www.co.chelan.wa.us/assessor>

**DETERMINATION OF SUFFICIENCY OF PETITION
FOR ANNEXATION
(RCW 35.21.005 / RCW 35A.01.040)**

**DIRECT PETITION METHOD
(RCW 35.13 / RCW 35A.14)**

Date petition submitted to County Assessor:

Terminal Date (RCW 35.31.004):

Assessment Date: *4/1/17 (have not set or certified 2018 values yet)*

The petition DOES DOES NOT meet the required minimum 60% of assessed value.

Total Assessed Value of proposed annexation area: \$ 73,495

Total Assessed Value of petition: \$ 73,495

Percent of Assessed Value: *100%*

Deanna Walter

Deanna Walter, Assessor

5/11/18

Date