



WENATCHEE CITY COUNCIL
Thursday, January 24, 2019
Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801

AGENDA

4:45 p.m. Executive Session

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

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.
- Resolution No. 2019-02, designating voting representatives on behalf of the City to various community boards, councils and organizations.

Vouchers:

Claim checks #189052 through #189064 in the amount of \$342,082.87 for January 8, 2019
Claim checks #189065 through #189160 in the amount of \$514,618.12 for January 10, 2019
Claim checks #189161 through #189165 in the amount of \$2,633.55 for January 14, 2019
Claim checks #189166 through #189194 in the amount of \$1,083,210.17 for January 15, 2019
Payroll distribution in the amount of \$340,750.00 for January 18, 2019
Payroll distribution (retirees) in the amount of \$12,791.05 for January 31, 2019

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.

- Special Recognition
- Introduction of New Museum Director Keni Sturgeon
- Hearings Examiner Annual Report Andy Kottkamp
- Chelan County PUD Strategic Plan

5. Action Items.

- A. Budget Amendment for Staffing Needs
Presented by Executive Services Director Allison Williams

Motion to authorize a 2019 budget amendment for staffing needs as presented.

- B. Saddlerock Interim Remedial Action Consultant Selection
Presented by Parks, Recreation and Cultural Services Director David Erickson

Motion for City Council to approve the selection of GeoEngineers as consultant for the Saddlerock Interim Remedial Action Grant (IRA) Project and authorize the Mayor to negotiate and sign the consultant agreement for the project.

- C. City Council Compensation
Presented by Executive Services Director Allison Williams

Motion for City Council to adopt Ordinance No. 2019-03, establishing compensation for the City Council Members, establishing an effective date, and repealing Ordinance No. 2007-38 to the extent it is inconsistent with this Ordinance.

- D. WSU Property Integrated Planning Grant
Presented by Economic Development Director Steve King

Motion for City Council to authorize the Mayor to negotiate and sign a consultant agreement with Maul Foster Alongi for work associated with an Integrated Planning Grant to support redevelopment of property at the WSU Tree Fruit Research Center.

- E. WSU Property Access Agreement
Presented by Economic Development Director Steve King

Motion for City Council to authorize the Mayor to negotiate and sign a right of access agreement with Washington State University to perform work associated with an integrated planning grant.

- F. Purchase and Sale Agreement with the Estate of Alice Jewell Brandt
Presented by Executive Services Director Allison Williams

Motion for City Council to authorize the Mayor's signature on the Purchase and Sale Agreement with the Estate of Alice Jewell Brandt.

- G. Interlocal Agreement between the City of Wenatchee, Public Utility District No. 1 of Chelan County, and Washington State Parks Department for the Construction of Sewer Discharge Meter and Vault in the Wenatchee Confluence State Park
Presented by Senior Utility Engineer Jeremy Hoover

Motion for City Council to approve an Interlocal Agreement between the City of Wenatchee, Public Utility District No. 1 of Chelan County and Washington State Parks Department for the construction of a new flow metering assembly as part of the Olds Station Lift Station Project, City Project Number 1718 – Phase 2, and authorize the Mayor to sign the final agreement.

6. Reports.

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

7. Announcements.

8. Adjournment.



WENATCHEE CITY COUNCIL MEETING

Thursday, January 10, 2019
Wenatchee City Hall
Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801

DRAFT

MINUTES

In attendance:

Mayor Frank Kuntz
Councilmember Jim Bailey
Councilmember Ruth Esparza
Councilmember Lyle Markhart
Councilmember Keith Huffaker
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
IS Support Tim McCord
Community Development Director Glen DeVries
Planning Manager Stephen Neuenschwander
Senior Planner Matt Parsons
Human Resources Director Kari Page
Finance Director Brad Posenjak
Senior Engineer Jeremy Hoover
Public Works Director Rob Jammerman
Economic Development Director Steve King
Facilities Manager Elisa Webb
Operations Manager Aaron Kelly
Public Information Officer Anna Alvarez

Mayor Frank J. Kuntz called the meeting to order at 4:30 p.m. for the purpose of meeting in executive session. All Councilmembers were present. This was the first City Council meeting in the new temporary Council Chambers on the second floor of the Federal Building.

4:30 p.m. Executive Session

Motion by Councilmember Keith Huffaker to meet in executive session with legal counsel present for a time period not to exceed 5:10 p.m. on the following matters: (1) To discuss with legal counsel representing the agency matters relating to potential litigation to which the agency is likely to become a party when public knowledge regarding the discussion is likely to result in an adverse legal consequence to the agency. (RCW 42.30.110(1)(i); (2) 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); (3) 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). Motion seconded by Councilmember Lyle Markhart. Motion carried (7-0).

Council adjourned from executive session at 4:58 p.m.

5:15 p.m. Regular Meeting

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

Mayor Frank J. Kuntz called the meeting to order at 5:15 p.m. The Mayor led the Pledge of Allegiance. All Councilmembers were present.

2. Consent Items:

- Motion to approve agenda, vouchers, and minutes from previous meetings.
- Motion for City Council to ratify the Mayor's signature on Lease Amendment No. 1 with American Behavioral Health Solutions, Inc., for Parkside.

Motion to approve the consent items and authorize by Councilmember Keith Huffaker. Councilmember Mike Poirier seconded the motion.

Motion to revise the motion by Councilmember Keith Huffaker to authorize the extension for the Purchase and Sale Agreement with Weidner. Councilmember Mike Poirier seconded the Motion. Revised motion carried (7-0).

3. Citizen Requests/Comments. None.

4. Presentations.

- Wenatchee School Choice Week Proclamation read by Councilmember Jim Bailey.
- Housing issue overview presented by Our Valley Our Future Coordinator Stephen Maher, Economic Development Director Steve King, and Community Development Director Glen DeVries.

5. Public Hearing Item.

The Mayor explained the public hearing process.

A. Cryptocurrency Mining and Data Center Code Revisions

Presented by Community Development Director Glen DeVries, Planning Manager Stephen Neuenschwander, and Senior Planner Matt Parsons

Council asked questions.

The Mayor asked for public comment. There was no one who wished to speak on the matter.

The Council raised concerns about allowing it in residential zoning, public safety issues, and noise issues in all districts.

Motion by Councilmember Mark Kulaas to not accept the recommendation of the Planning Commission and to not adopt Ordinance No. 2019-02, for reasons that the primary purpose intent of residential districts is for housing and not commercial uses, and that there may be noise impacts not yet determined on neighboring properties, deserving further analysis, and that staff prepare an extension of the interim control ordinance either at the last meeting in January or first regular meeting in February. Motion seconded by Councilmember Ruth Esparza. Motion carried (7-0).

At 6:30 p.m. the Mayor called for a five minute break.

6. Action Items.

B. Interagency Agreement Extension for Community Survey with WSU

Executive Services Director Allison Williams presented the staff report on behalf of Police Captain Edgar Reinfeld.

Motion by Councilmember Mike Poirier for City Council to provide authorization for the Mayor to sign the amendment to the agreement with Washington State University. Councilmember Linda Herald seconded the motion. Motion carried (6-0) (Markhart absent).

C. Ordinance Establishing Compensation for the Mayor

Human Resources Director Kari Page presented the staff report. Mayor Kuntz recused himself from this agenda item and Mayor Pro Tem Ruth Esparza led the discussion. Council asked questions. As a point of clarification, there has been no increase in the Mayor's salary since 2007 (except for cost of living increases).

Motion by Councilmember Mark Kulaas for City Council to adopt Ordinance No. 2019-01, establishing compensation for the Mayor, amending Ordinance No. 2007-38, codified at WCC 1.06.040, to the extent it is inconsistent with this Ordinance, and providing for an effective date. Motion seconded by Councilmember Mike Poirier. Motion carried (6-1)(Huffaker nay).

D. Authorization for Temporary Lending of Cash

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

Motion by Councilmember Jim Bailey for approval of Resolution No. 2019-03, approving the temporary lending of cash from the General Fund to other funds, including but not limited to, the CDBG Entitlement Fund and the Police Station GO Bond Fund, as needed, in 2019. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).

E. Financial Management Policy Revision

Finance Director Brad Posenjak presented the staff report.

Motion by Councilmember Keith Huffaker for approval of Resolution No. 2019-04, adopting updated financial management policies. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

- F. Horse Lake Road Sanitary Sewer Extension (Project No. 1713)
Project Budget Amendment No. 2

Senior Engineer Jeremy Hoover presented the staff report. Council asked questions.

Motion by Councilmember Ruth Esparza for City Council to amend the project budget by \$89,365 to pay for the additional paving and roadway work and further authorize the Mayor to approve the construction change order. Councilmember Lyle Markhart seconded the motion. Motion carried (7-0).

- G. Iron Adjustments – Budget Authorization

Public Works Director Rob Jammerman presented the staff report. Council asked questions.

Motion by Councilmember Linda Herald for City Council to approve the project budget for the iron adjustments project. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

- H. Historic Preservation Board Reappointment

Community Development Director Glen DeVries presented the staff report.

Motion by Councilmember Mark Kulaas for City Council to approve Resolution No. 2019-05, reappointing members to the Historic Preservation Board (Wendy Priest and Darlene Baker). Councilmember Linda Herald seconded the motion. Motion carried (7-0).

- I. Planning Commission Reappointment

Community Development Director Glen DeVries presented the staff report.

Motion by Councilmember Mike Poirier for City Council to approve Resolution No. 2019-06, reappointing a member to the Planning Commission (Susan Albert). Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).

- J. Wenatchee Federal Building Architectural Services Contract Extension

Economic Development Director Steve King presented the staff report.

Motion by Councilmember Mark Kulaas for City Council to authorize the Mayor to sign Amendment #1 to the contract with ARC Architects extending the completion date to March 1, 2019. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

- K. 2019 Mayor Pro Tempore

Motion by Councilmember Mark Kulaas for approval of Resolution No. 2019-01, appointing Mike Poirier as the Mayor Pro Tempore for 2019. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).

7. Reports.

a. Mayor's Report

- Council Committee Discussion: The Mayor currently serves on the PFD board and may ask to have a citizen representative. The Council reviewed the committee assignments and made a few changes that will come for formal adoption at the next regular meeting.
- The finance committee met today and have recommended approval of three new employee requests. It will come before the Council at the next regular meeting for consideration.
- Chelan County has approved \$250,000 for the Methow Park project.

b. Reports/New Business of Council Committees

- Councilmember Lyle Markhart indicated he was looking forward to the next Museum Board meeting.
- Councilmember Mark Kulaas stated he would like to see a commemoration in Memorial Park for the Native America history of our region and recommended that the Arts, Recreation and Cultural Services Department look at suitable commemorative art for the park.
- Councilmember Jim Bailey spoke about the library remodel and stated the fundraising is almost at the goal.

8. Announcements. None.

9. Adjournment. With no further business the meeting adjourned at 7:21 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



City of *Wenatchee*

WENATCHEE CITY COUNCIL WORK SESSION
WENATCHEE CITY HALL COUNCIL CHAMBERS
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801
Thursday, January 17, 2019
5:15 p.m.

DRAFT

MINUTES

Present:

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

Staff Present:

Executive Services Director Allison Williams
City Clerk Tammy Stanger
Public Information Officer Annagrisel Alvarez
Community Development Director Glen DeVries
Planning Manager Stephen Neuenschwander
Senior Planner Matt Parsons
Public Works Director Rob Jammerman
City Engineer Gary Owen
Project Engineer Jake Lewing
Engineering Services Manager Jacob Huylar
Streets Supervisor Andy Greer
Operations Manager Aaron Kelly
Finance Director Brad Posenjak
Economic Development Director Steve King

DISCUSSION ITEMS:

- A. Joint Work Session with Planning Commission
Re: Housing Code Updates and Cryptocurrency

The housing code agenda item was removed because the consultant was unable to travel to Wenatchee due to the weather.

Community Development Director Glen DeVries, Planning Manager Stephen Neuenschwander, and Senior Planner Matt Parsons, together with members of the Planning Commission (Susan Albert, Scott Griffiths, Rani Simpson, Josh Jorgenson, Dick Erickson, and Joe Gamboni) discussed cryptocurrency concerns and direction for future code. Noise is the main concern. The direction at this time is for staff to arrange a tour for the City Council and Planning Commission to view in person how these systems operate to get a better idea of the impact.

B. Pavement Management/Street Funding

Project Engineer Jake Lewing provided an overview of the pavement management program and “hot chip” versus “cold chip” options for upcoming pavement projects. It was the consensus of the Council to use “hot chip” on the proposed 46 lane miles utilizing general fund reserves for the excess cost.

There was also a discussion about restriping Western Avenue and Council would like a small study to be complete for options on Western Avenue.

C. Public Works Work Plan

Public Works Director Rob Jammerman presented the 2019 Public Works Plan.

With nothing further to discuss the meeting adjourned at 7:05 p.m.

Frank J. Kuntz

Attest:

Tammy L. Stanger

RESOLUTION NO. 2019-02

A RESOLUTION, designating voting representatives on behalf of the City to various community boards, councils and organizations.

WHEREAS, elected officials and staff of the City of Wenatchee serve as voting members of various community boards, councils and organizations; and

WHEREAS, the City Council of the City of Wenatchee desires to formalize the appointments to the various community boards, councils and organizations on which they serve.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, that the mayor, council members and staff shall serve as the City's voting representative to the community boards, councils and organizations as set forth on Attachment "A" for the calendar year 2019.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 24th day of January, 2019.


CITY OF WENATCHEE, a Municipal
corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY L. STANGER, City Clerk

APPROVED:

By:  _____
STEVE D. SMITH, City Attorney

COUNCIL COMMITTEE ASSIGNMENTS (2019)

Boards, Councils & Organizations	Meets	Mayor Kuntz	Allison Williams	1 Jim Bailey	2 Ruth Esparza	3 Lyle Markhart	4 Keith Huffaker	5 Mark Kulaas	6 Linda Herald	7 Mike Poirier
Council Meetings	2 nd & 4 th Thursday 5:15 p.m.	X	X	X	X	X	X	X	X	X
Council Workshops	3 rd Thursday 5:15 p.m.	X	X	X	X	X	X	X	X	X
Council Finance Committee	2 nd and 4 th Thursday 2:30 p.m.	X	X		X				X	X
Council Public Safety Committee	3 rd Thursday 3:30 p.m. / every other month	X	X	X			X			
Council Public Works / Economic Development Committee	2 nd and 4 th Tuesday 8:15 a.m. @ PSC	X	X	X	X	X				
City Director/Dept. Head Meeting	4 th Thursday 1:00 p.m.	X	Always Invited							
Mayor Pro-tem	<i>On call</i>									
Arts, Recreation & Parks Commission	3 rd Tuesday 4:00 p.m.	None Required								
AWC/Risk Management Board	Quarterly			X						
Cemetery Board	Varies									
Chelan County Solid Waste Council	Feb. 1, May 2, Aug. 1, Nov. 7 @ 4pm Chelan Co. PW Conf. Room						X			
Chelan Douglas Health District Board	3 rd Monday 4:00 p.m.				X (alt)		X			
Chelan-Douglas Transportation Council	2 nd Thursday 9:00 a.m.	X			X (alt)					
Code Enforcement Board	4 th Wednesday 5:30 p.m.	None Required								
Community Action Council	2 nd Wednesday 12:00 p.m.						X (alt)			X
Disability Board (LEOFF)	Varies/as needed							X	X	
Diversity Advisory Council	2 nd Wednesday 5:00 p.m.	None Required								

COUNCIL COMMITTEE ASSIGNMENTS (2019)

Boards, Councils & Organizations	Meets	Mayor Kuntz	Allison Williams	1 Jim Bailey	2 Ruth Esparza	3 Lyle Markhart	4 Keith Huffaker	5 Mark Kulaas	6 Linda Herald	7 Mike Poirier
Economic Development District	2 nd Wednesday 8:30 a.m. Chelan City Hall					X				
Firemen's Pension	As needed			X						
Grievance Committee	On call	X								
Homeless Steering Committee	Meeting times vary								X	
Link Board	3 rd Tuesday 3:00 p.m.			X						X(alt)
Lodging Tax Advisory Committee	3 rd Wednesday, every other month 3:00 p.m.		X					X		
Misawa Sister City	1 st and 3 rd Thursday 5:30 p.m. E. Wen. City Hall								X	
Museum Board	3 rd Tuesday at 11:30 a.m.					X				
Planning Commission	3 rd Wednesday 5:30 p.m.	None Required								
Police Disability Advisory Bd.	As needed	X						X	X	
Public Facilities District	1 st and 3 rd Mondays at 4:00 p.m.	X								
Regional Water		X								
RiverCom (Chief Crown also attends)	2 nd Wednesday 9:00 a.m.						X		X (alt)	
Tourism Promotion Area Board	3 rd Wednesday at 12:00 p.m.		X		X					X
Wenatchee Valley Stormwater Advisory Committee	Varies					X	X (alt)			
Wenatchee Downtown Assoc.	2 nd Weds. 7:45 a.m.				X (alt)					X
Wenatchee Valley Chamber of Commerce	3 rd Tuesday 6:30 a.m. Wenatchi Hall/WVC				X					
Wellness Committee	Varies Noon					X				

KOTTKAMP & YEDINAK

435 Orondo Ave. | Wenatchee, WA 98801
PO Box 1667 | Wenatchee, WA 98807

Attorneys

Andrew L. Kottkamp
Nicholas A. Yedinak
Sean R. Esworthy
Zack Goytowski
Ryan Feeney

December 21, 2018

The Honorable Frank Kuntz, Mayor
City of Wenatchee
P.O. Box 519
Wenatchee, WA 98807-0519

City of Wenatchee
Mayor's Office
DEC 27 2018
Received
cc: Council

Re: 2018 Annual Report of the City of Wenatchee Land Use Hearing Examiner

Dear Mayor Kuntz:

Enclosed is the City of Wenatchee Land Use Hearing Examiner Annual Report for 2018.

Should you have any questions please let me know.

Sincerely,



ANDREW L. KOTTKAMP

ALK:kc
Enclosure
cc: Glen DeVries w/ Enc.

CITY OF WENATCHEE LAND USE HEARING EXAMINER **2018 ANNUAL REPORT**

I. INTRODUCTION

The City of Wenatchee has utilized a Land Use Hearing Examiner since 2008. I have been serving as the City of Wenatchee Land Use Hearing Examiner since that time. The term of my current contract with City of Wenatchee is indefinite. The contract does not expire until either party is notified of the termination.

The Wenatchee Municipal Code requires the Hearing Examiner to report, in writing, to the Mayor at least once per year. The purpose of this report is to review the administration of the City's land use policies and regulating resolutions, as well as reporting on the number and type of decisions rendered since the prior report.

City of Wenatchee land use hearings are scheduled for the third Tuesday of every month. In 2018, eleven decisions were rendered.

I charged a flat rate for my services to the City of Wenatchee in the amount of \$600. This fee is charged for all permits regardless of the complexity or time involved. The exception to this would be those hearing items identified as special hearings. Those hearings allow me to bill my time at \$150.00 per hour, after the first four hours of time spent reviewing the project. The Blackrock Preliminary Plat was a special hearing item.

II. ANALYSIS

Conditional Use Permits

There were five Conditional Use Permit Applications and decisions this year. They are summarized as follows:

1. There was a Conditional Use Permit application by Grace City Church to establish a place of worship located at 118 North Wenatchee Avenue. This application was approved subject to seven Conditions of Approval.

2. There was a Conditional Use Permit application submitted by Patricia Bratton to amend her existing Conditional Use Permit for a child daycare center. This use is located at 1720 Walnut Street, Wenatchee. This request was approved subject to eight Conditions of Approval.

3. There was a Conditional Use Permit application to permit a home occupation (cosmetic services and training) on property located at 1825 Mulberry Lane. This application was approved subject to thirteen Conditions of Approval.

4. There was a Conditional Use Permit application that was submitted by the City of Wenatchee for improvements to its sewer lift station in Olds Station. This project was approved subject to three Conditions of Approval.

5. The final Conditional Use Permit application was submitted by Sage Hills Church for a temporary parking lot located generally west of the existing church off of 5th Street in Wenatchee. There were some concerns by neighbors, related to dust and headlights. The church agreed that the only nighttime parking that they would have would be on Christmas Eve. Therefore, headlights should not be an issue other than that night. They would also erect a barrier between the residential lots and the parking lot to help reduce the potential for noise and dust. Permanent parking lots in this particular zone are not allowed. The maximum period of time that this temporary parking lot can exist is two years with one two year extension.

Conditional use permits continue to be one of the most interesting and challenging areas in the land use decision process. Conditional uses are uses that are allowed within a particular zone unless there are no conditions that can be implemented to insure consistency of the use with the Comprehensive Plan, the Zoning Code and the character of the surrounding area. When deciding appropriate Conditions of Approval, I consider the evidence that is submitted during the hearing process. They may be conditions that are suggested by staff, County departments, individual citizens, project opponents and other experts and/or lay witnesses. In many applications there is no objection to the particular use and the conditions as proposed by the Zoning Code and Planning staff are sufficient. When there are concerns by the public to a particular Conditional Use Permit application, I must make a factual determination as to whether or not those concerns will factually and legally warrant placement of a condition. If conditions are factually and legally appropriate, it is then my responsibility to craft the language of a condition that will address the factual concerns and that can be appropriately monitored.

Plat:

There was one plat application submitted.

1. There was a Preliminary Plat application to divide two existing lots into thirty seven lots on a 16.69 acre piece of property generally located at 2119 Springwater Avenue. This application was approved subject to twenty four Conditions of Approval, not including subparts.

Finally, I recently issued my Decision granting approval of a project known as the Blackrock Preliminary Plat. This project was to divide 13.16 acres into eighteen residential lots located adjacent to Skyline Drive in the Foothills Residential Low zoning district. This was a zoning designation that was recently created by the City of Wenatchee and currently applies only to property adjacent to Skyline Drive. This zoning district has, what I characterized as, enhanced development standards, including a minimum lot size of nearly one half acre, increased setbacks, fire protection standards and the like.

This public hearing took place over the course of two days. There was substantial written comment submitted prior to the hearing and significant public testimony provided at the hearing. Some of this public testimony resulted in additional Conditions of Approval imposed by myself. I did approve this project subject to eleven Conditions of Approval, not including the requirements set forth in the Mitigated Determination of Non-Significance.

Plat Alteration:

There was one Plat Alteration application submitted.

1. There was a Plat Alteration submitted by James McLaughlin for a Plat Alteration regarding removal of an access easement on lot 18, Block of Broadview Phase IX, and to create a private access lane. This request was approved subject to nine Conditions of Approval.

Planned Residential Development / Preliminary Plat:

There were three Planned Residential Development Applications that were submitted.

1. There was a Planned Residential Development / Preliminary Plat application submitted to create nine lots on 6.5 acres on Broadway Place in Wenatchee. This project was approved subject to twenty seven Conditions of Approval.

2. There was another Planned Residential Development to develop eighty four multi-family apartment units on 4.67 acres located on Red Apple Road. This project area is essentially across the street from the high school recreation fields. There was substantial public comment. The application was found to be in compliance with the applicable rules and regulations of the City of Wenatchee and was approved subject to nine Conditions of Approval.

3. There was a third application to divide 14.5 acres into sixty nine total lots (fifty five single-family homes and fourteen townhome lots) on property located at the

intersection of Springwater Avenue and Woodward Drive. Again, there was substantial comment from those living in the vicinity of the proposed project. The project was found to comply with the applicable rules and regulations and was approved subject to twenty seven Conditions of Approval.

Shoreline Substantial Development Permit:

There was one Shoreline Substantial Development Permit application submitted.

1. There was a Shoreline Substantial Development Permit and Shoreline Conditional Use Permit issued to Chelan County Public Utility District No. 1. This application regarded improvements at the Riverfront Park boat launch located on Worthen Street. This application was approved subject to eight Conditions of Approval.

III. CONCLUSION

Hearings have been held and evidence gathered in an orderly fashion. Written decisions have been rendered on a timely basis. While I do not know whether any of my decisions from this year have been appealed, I do know that none of my decisions have been returned to me from any higher court.

If you have not already done so, I would invite you to attend a hearing. You will find that I consider it an important part of my duty to allow all members of the public to present the evidence and testimony they wish to be included into the record, so long as it is consistent with the laws as set forth in this state.

In 2018, I served as Hearing Examiner for Kittitas County, Douglas County, Chelan County, Garfield County, Columbia County, Whitman County, Grant County, Klickitat County, City of Chelan, City of Mattawa, City of Wenatchee, City of Entiat, City of East Wenatchee, City of Leavenworth, City of Cashmere, Town of Coulee City, City of Grand Coulee, City of Kittitas, City of Rock Island, City of Quincy, Town of Waterville and City of Bridgeport. I also serve as Hearing Examiner for Chelan-Douglas Health District.

I would like to commend Glen DeVries and the entire planning staff for their professionalism in the preparation and presentation of their staff reports and their conduct at hearings. Their diligence and hard work make my job easier as they present the application materials and preliminary evidence in a succinct and easily comprehensible format. It allows me to do my job on a more efficient basis which saves the City money. They are always prepared and always professional at hearings. In short, you have a land use decision process of which the entire City can be proud.

I am looking forward to meeting with you and the City Council on January 24 to discuss this Report and any other items that may be of interest to you or the City Council.

In summary, the Hearing Examiner process continues to be successfully implemented in City of Wenatchee.

Respectfully submitted this 20 day of December, 2018.

CITY OF WENATCHEE LAND USE
HEARING EXAMINER



Andrew L. Kottkamp

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Brad Posenjak, Finance Director; Allison Williams, Executive Service Director

SUBJECT: Budget Amendment for staffing needs

DATE: January 18, 2019

At the last Finance Committee meeting, three position requests were presented for consideration for a budget amendment:

- 1) A half time parks maintenance / cemetery worker
- 2) A recreation coordinator to allow for staffing the city's Community Center that will come back to the city to operate effective 4/30/19
- 3) Economic Development Project Manager

In Finance Committee it was discussed that the Parks/Cemetery position was contemplated in the 2019 budget however only ½ of the position was added. The Community Center position has come about as a result of the termination of the Community Center management agreement with Chelan – Douglas Community Action Council, and it also provides an opportunity for the Parks and Recreation Department to create some backfill/sustainability for temporary positions needed to operate the pool and recreation programs. Finally, staff support for economic development has been contemplated for the last year, particularly with the city taking on the NEPA process for Confluence Parkway (a \$100 million construction project). The Public Works/Community Development/Economic Development and Mayor's staff leadership has met and determined additional staff is needed to support economic development due to the existing work load that is ongoing. Rob Jammerman, Public Works Director has indicated that it takes one engineer to manage \$3 million in projects. The Public Works work plan, presented at the 1/17/19 work session identified economic development support and Steve King's memo identifies \$37 million in projects he is managing. Following this memo are further descriptions of the justifications for these positions. After deliberating, the Finance Committee recommended approval to the City Council for a budget amendment.

Budget Impact: Following is an overview of the General Fund impact for the staffing needs:

- 1) Economic Development Project Manager range \$103,000 - \$127,000
***9 months of 2019 General Fund impact would be \$77,250 - \$95,250**
It should be noted that one year of interest carrying costs on the north Wenatchee property line of credit is \$150,000
- 2) Community Center/Recreation position range \$80,000 - \$98,000 – 65% initially funded by the community center operation
***9 months of 2019 General Fund impact would be \$24,750 - \$38,250**

- 3) Parks Maintenance/Cemetery position range \$77,000 - \$94,000 – half is budgeted in the Cemetery Fund
***9 months of 2019 General Fund impact is \$21,600 - \$26,500**

Total 2019 General Fund Budget Amendment request using the high end of the range: \$161,000

Action Requested: Motion to authorize a 2019 budget amendment for staffing needs as presented.



MEMO

Parks, Recreation and Cultural Services Department

To: Mayor Kuntz and City Council Members
From: David Erickson, Parks, Recreation and Cultural Services Director
Re: Staffing Requests
Date: January 15, 2019

ACTION REQUESTED:

Move to authorize the funding of the positions as presented.

BACKGROUND:

Staff is requesting budget authorization to fill 1½ staff positions in the Parks, Recreation and Cultural Services Department.

The requests were presented at the January 10, 2019 Finance Committee meeting and January 15, 2019 Arts, Recreation and Parks Commission meeting and were recommended for approval. The following is a summary of the position, sample of duties and requests.

PARKS MAINTENANCE/CEMETERY WORKER

Last year, Public Works requested the addition of a maintenance worker position that would split their time between the cemetery and general park maintenance. The cemetery half of the position provides support for the six day a week operation of the cemetery. It also aids with staff succession planning by providing the opportunity for the worker to learn the intricacies of the cemetery and allow a continuity of business in the event that either of the two current cemetery workers leave. Each have been with the City for over 30 years.

The general park maintenance side of the position is proposed to provide much needed support to keep pace with the duties maintenance staff provides. Their duties include maintaining: over 20 current park areas and trailheads; grounds of city owned buildings and facilities; streetscapes and other landscaped areas; new facilities currently in development; and providing support to other departments for tasks such as snow removal.

During the 2019 budget process, it seems that the position was approved and funding for half of the position was included in the budget, but funding of the other half was overlooked. Staff is requesting that the unfunded half be included in the budget so a whole person may be recruited for the position.

RECREATION COORDINATOR

The City operated the Wenatchee Community Center with 1+ FTE and support from the department director from 2006-13. In 2013, the City contracted the management of the Center to Chelan Douglas Community Action.

On December 19, 2018, the City received notification from Community Action that they were terminating their management agreement of the Wenatchee Community Center, effective April 30, 2018. The Center

is currently fully leased and also partially rented with one-time rentals, seven days a week, through the end of the year. We receive multiple calls daily from persons interested in reserving the facility for their functions.

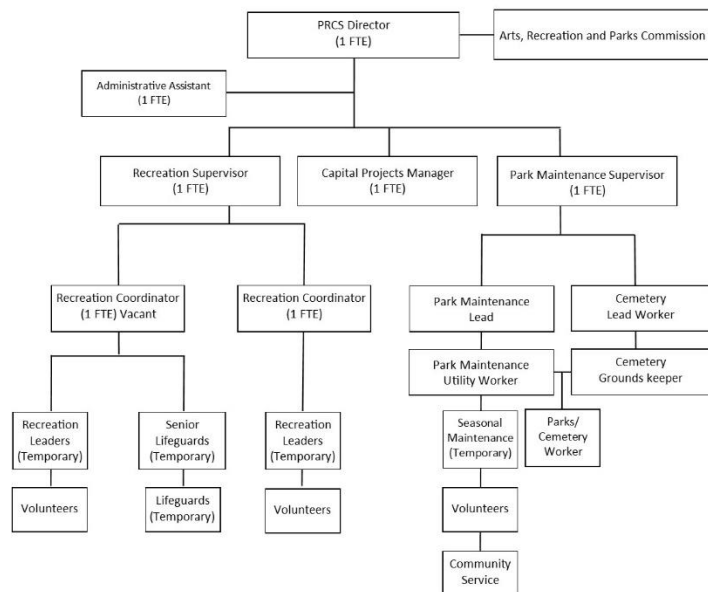
Through a reorganization of duties and addition of a Recreation Coordinator, Parks, Recreation and Cultural Services Department staff will again take on the additional responsibility of the management of the Center until such time that a request for proposal process may be successfully undertaken. A short summary of this work includes: The Director would again take on budget, RFP and lease preparation, and general oversight; the Department Administrative Assistant would take on facility scheduling and administrative functions; and Recreation Coordinator would oversee day-to-day operations. Facilities staff will also likely have a larger role although we are hopeful that with training, the Recreation Coordinator will be able to take on some of the smaller tasks. This reorganization will result in a significant reduction of current recreation services unless the Recreation Coordinator position is backfilled.

Due to the timing of the transition, existing staff skill set and time required for staff recruitment, we propose to move the current Recreation Coordinator to the Center and train them in Center operations before the current management agreement ends. We would then recruit a Recreation Coordinator to backfill services.

Along with serving the Community Center management needs and maintaining current level of arts and recreational services, the backfilled position accomplishes several additional things. It finally brings the Department back to full staffing (described in previous memos to the Council and available if needed) for the foreseeable future and fulfills previous budget requests to address the additional workload the department has absorbed over the years.

Even with filling the position, it will be a challenge for the next two years to maintain services at current levels but staff is up to it knowing an end is within sight. The position would pick up the recreation programming and other duties that the current Recreation Coordinator would need to drop to take on the duties at the community center.

We would recruit the position to have an aquatics emphasis so that it can also replace the temporary Pool Manager to provide improved facility operational coverage and supervision. It would take on the aquatics duties that the Administrative Assistant and Recreation Supervisor have absorbed and will be replaced by new community center responsibilities. The position would reduce annual aquatic facility operator training costs paid each year to temporary staff. It should also save Public Works facility staff time during the pre and post season opening/closing as this staff person would again assume these responsibilities. It will also provide much needed direct, consistent adult supervision at the pool during its daily operation and reduce the need of other full time staff to provide that direct support.



INTEROFFICE MEMORANDUM

TO: FINANCE COMMITTEE
FROM: STEVE KING
SUBJECT: ECONOMIC DEVELOPMENT PROJECT MANAGER POSITION REQUEST
DATE: JANUARY 10, 2019
CC: ALLISON WILLIAMS, GLEN DEVRIES, ROB JAMMERMAN

Introduction:

The Economic Development Department was created in the Spring of 2017 as a new city department with the goal of investing resources in city initiatives around facilitating growth and development of both public and private improvements to our city. The objective of this memo is to provide information supporting a request to fund a new position entitled “Economic Development Project Manager” to meet current and future workloads as well as build capacity and depth in the department for succession planning.

Background:

Typically, Economic Development departments focus on tradition business recruitment, retention, and business growth. Based on the last 2 years of work, Wenatchee’s economic development efforts are much more broad compared to many other cities. The work performed by the city’s economic development department bridge and support other departments such as the Mayor’s office, Public Works, and Community Development. Wenatchee’s economic development department primary duties can be summarized into the following categories.

- Influencing policy development and work with efforts of other departments to include economic development strategies and the goals of the Mayor and Council.
- Supporting the city with project management. Projects being managed out of the Economic Development Department include INFRA Grant, Confluence Parkway NEPA, Federal Building, City Hall, N. Wen. Redev., Parking Garages, etc. See attached project list
- Working with other organizations. Economic development success relies on leveraging the work of many through relationship building. Organizations key to economic development success in the city include. - GWATA, WSD, WVC, WDA, OVOF, EW, Chelan Co, Both Port, Chamber, etc.
- Public Private Partnerships. One of the best ways to influence private development to obtain what the city wants is through public private partnerships. The city has a history of these partnerships including the Hilton and Pybus. Current partnership projects include (2nd St. Bridge, LocalTel Condo Assoc., Mission/Kittitas Residential, TRIAD/Foothills, North Wen. Redev.).

- Supporting the Mayor's office with legislative initiatives. Over the past few years as the city grows, Wenatchee has become more involved in Washington DC and Olympia. Supporting new legislative and funding requests is an annual occurrence.
- Supporting the city in embracing innovation. Like private industry, the way business is being done is changing rapidly. Advancing technology in transportation, internal operations, and public services is a key keeping the City of Wenatchee competitive in our support of our customers.

Given the above efforts, the work load associated with those efforts is included in attached spreadsheet based on an average monthly hours estimate. It is recognized that time requirements with projects ebbs and flows so this estimate was developed based on annual workload, back calculated to a monthly hour estimate. With an average monthly time estimate of approximately 370 hours per month, over 2 FTEs are needed to accomplish the work at hand.

Position Request:

Based on the attached spreadsheet and discussion with the Mayor's office, Public Works, and Community Development, project management is the number one need at this time. Thus, this request is for an Economic Development Project Manager that would have a degree or equivalent background in project management, business management, engineering, environmental science, planning, or a related field with 3-5 years of experience. The Finance and HR Departments has provides salary information suggesting that the total cost of this position would be a maximum of \$117,000.

Funding:

This request is a reoccurring general fund request. Alternatively, one time revenues could be utilized out of department 023 (General Fund) for 3 years to be re-evaluated in the future. In other words, this position is recommended to be advertised as a permanent position as opposed to a temporary position.

Task	Est. (hrs/mo) Ave. Over the Year	Project Duration (yrs)	Approx. Project Value	Department Fit/Crossover	Notes
<i>General Economic Development Duties</i>					
Policy Research, Development, and Analysis	12	Ongoing	N/A	All	Related to work like reviewing new proposed code or developing programs like sidewalk
Data Analysis	8	Ongoing	N/A	All	Work used to be done by John and I... sales tax, unemployment, business perf. Etc.
Traffic Calming/Pop Ups/City Outreach	2	Ongoing	N/A	MO/PW/CD	Assistance with Commuinity Engagement projects
State Legislative Projects	4	Ongoing	N/A	MO	Visit Olympia... draft legislation... support funding
Federal Legislative Project	1	Ongoing	N/A	MO	Connecting with Federal Agencies/legislative staff
LRF Support - projects and reporting	1	Ongoing	N/A	FI/CD	
Plan Implementation (CBD, Waterfront, S. Wen., N. Wen)	4		\$ 100,000,000	MO/PW/CD	Promote projects... promote private activity... ie Extended Stay, Parlette Prop., South Wen. Business District, sidewalk and lighting program
Grant writing - Byrne, Energy, etc.	4	Ongoing	N/A	All-depend	Depends on the year... this is different from INFRA
Development liaison... helping repurpose and develop properties - Pre-apps	32	Ongoing	N/A	MO/CD	
History Resource	16	Ongoing	N/A	PW/CD	ie black rock planning, waterfront, s. wen., broadview, etc
Staying up to speed - Reading - Innovation - Mostly at home	8	Ongoing	N/A	All	Introduce and promote innovative practices
Participate Customer Service	2	Ongoing	N/A	All	Economic Development relies on city providign high quality customer service
Training/Conferences	8		N/A	All	
Interagency communications/relations (external meetings)	32	Ongoing	N/A	All	WDA, Chamber, EDD, Colville Conf. Tribes, WVC, GWATA, OVOF, Ports, State DOE, WSDOT, FHWA, Dept. of Commerce, Opp. Zones, etc
Overhead/Internal Coordination	24	Ongoing	N/A	All	
Subtotal	158				
<i>Defined projects</i>					
Pit Property - DC	4	3	\$ 600,000		Market and sale - Water system restrictions - Fraley Properties
North Wen. Properties (Surplus, WSDOT)	24	4	\$ 6,000,000		Market and divide lands for specific property uses
NEPA	48	2	\$ 2,000,000		
INFRA - Grant Application	14	2	\$ 150,000,000		Assume 2019 abd 2020 cycle... after that different program - One month solid per year
North Wenatchee Ave. Corridor	16	10	\$ 24,000,000		All Improvements - Business impacts - traffic - includes construction of Confluence Pkwy or alternative
Fire Station - sale/rehab	2	1.5	\$ 750,000		
City Facilities - Lease Up Fed Building - Old PD, PSC etc	8	3			Lease up facilities by 2021 after remodel
Old City Hall	6	1	\$ 1,000,000		SSA point of contact - Elisa and Aaron handle the rest
Federal Building	12	3	\$ 14,000,000		Coord. With LocalTel and change management - hand off much to Elisa and Aaron
Weidner - Kittitas/Mission	8	1	\$ 2,500,000		Secure public private partnership
Foothills - Planning, Impact Fees, Bond, etc	2		\$ 5,000,000		Support PW
WSU property/DOE grant/ School Dist Coord	8		\$ 200,000		Accelerated schedule managing consultant
TRIAD - Clennon property	4	2	\$ 2,000,000		Public Private Partnerhsip?
Way finding signage - Downtown and Pybus	2	1	\$ 30,000		Per agreement with Hotel and providing history with downtown
Sign Code? Billboard negotiations?	4	2			Support CD sign code update
Waterfront Parking Garage	8	1	\$ 3,000,000		
Unforeseen (25% FTE)	40				There are always unforeseen needs that come up. - ie Gary Noyes and 2nd St
Subtotal	210				
Total	368				
<i>Parking Management - Whole new function</i>	FUTURE				

3

Economic Development Project Funding Matrix

Project #	Project Title	Project Budget	2019 Budget	General Fund 023	General Fund Debt Obligation	Bonds	Source of Funds										
							North Wen. Redev.	Local Rev. Financing	CERB Grant/Loan	Fac. Maint. Fund	State Grant	Arterial Street Fund	Federal Grant	PWTF Loan	Water Util.	Sewer Util.	SW Util.
North Wenatchee Related																	
1712	N. Wen. Redev	\$ 11,633,000	\$ 4,100,000				\$ 12,372,000										
1804	Confluence Parkway NEPA	\$ 730,000	\$ 700,000	\$ 130,000							\$ 400,000			\$ 200,000			
1807	PUD Transmission Relocation	\$ 500,000	\$ 500,000											\$ 500,000			
1808	McKittrick St Extension - Stemilt	\$ 1,300,000	\$ -				\$ 326,815		\$ 973,185								
Facilities																	
1716	Federal Building	\$ 14,500,000	\$ 1,500,000	\$ 1,500,000		\$ 12,000,000								\$ 400,000	\$ 500,000	\$ 100,000	
1809	City Hall Remodel for SSA	\$ 1,150,000	\$ 900,000							\$ 1,150,000							
1811	Third Floor City Hall	\$ 250,000	\$ -							\$ 250,000							
Other																	
1802	Waterfront Parking Garage	\$ 3,650,000	\$ 3,650,000					\$ 3,150,000							\$ 500,000		
	Gateway Project	\$ 440,000	\$ 440,000					\$ 440,000									
	Ninth Parking Lot	\$ 350,000	\$ 350,000					\$ 350,000									
Other One Time Expense - Not included as Capital Projects																	
	Apple Capital Loop	\$ 30,000	\$ 30,000	\$ 30,000													
	Wenatchi Research - Museum	\$ 15,000	\$ 15,000	\$ 15,000													
	Parking Signs Downtown	\$ 15,000	\$ 15,000	\$ 15,000													
	Historic Preservation Downtown	\$ 25,000	\$ 25,000	\$ 25,000													
Upcoming Projects																	
	Mission and Kittitas Partnership	\$ 2,600,000			\$ 2,600,000												
	TRIAD Dev. Agreement?																
	Condo Association?																
	WSU Grant	\$ 200,000								\$ 200,000							
		\$ 37,388,000	\$ 12,225,000	\$ 1,715,000	\$ 2,600,000	\$ 12,000,000	\$ 12,698,815	\$ 3,940,000	\$ 973,185	\$ 1,400,000	\$ 600,000	\$ -	\$ -	\$ 700,000	\$ 400,000	\$ 1,000,000	\$ 100,000



MEMO

Parks, Recreation and Cultural Services Department

To: Mayor Kuntz and City Council Members
From: Charlotte Mitchell, Capital Projects Manager
Re: Saddlerock Interim Remedial Action Consultant Selection
Date: January 15, 2019

ACTION REQUESTED:

Move selection of GeoEngineers as consultant for the Saddlerock Interim Remedial Action (IRA) Project and authorize the Mayor to negotiate and sign the consultant agreement for the project.

BACKGROUND:

Saddlerock Interim Remedial Action Project is getting underway. The Saddlerock property was owned by Washington Department of Natural Resources for over 100 years prior to City ownership in 2011. From 1891 to 1989 there were several small mining leases on the property. The Washington Department of Ecology (DOE) conducted an initial investigation of the site in spring of 2011. Analysis indicated areas of arsenic concentration and in 2012 the City received an integrated planning grant from DOE to conduct more testing for contaminated areas. This report (*Remedial Investigation, Saddle Rock Park, Wenatchee, Washington*) found concentration of metals in soil higher than natural background concentrations and in excess of the Model Toxics Control Act (MTCA) cleanup levels. A Cultural Resources report was finalized in January 2013.

A feasibility study (*Feasibility Study, Saddle Rock Park, Wenatchee, Washington*) was developed by consulting firm Hart Crowser in 2013. This study determined that the preferred solution was to consolidate the contaminated waste rock piles on site and cap them. After discussion with City staff, it was determined that maintaining the cap and having a geologist perform annual inspections and write a report in perpetuity was not economically feasible. The alternative was then selected in which the rock piles would be removed and disposed of in a certified waste depository.



There are 11 waste rock piles. It was determined that the removal would be split into two phases for budgetary purposes. The first phase will remove the four lower piles and the second phase will address the remaining seven piles.

The City Council authorized the Mayor to sign the DOE Agreed Order No DE 15823 for the Gold Knob Prospects Site (a.k.a. Saddlerock) for the project at their meeting on August 23, 2018. DOE awarded a \$900,000 grant to the City through for the phase one work through their MTCA fund. The City Council

authorized the Mayor to accept and sign the grant at their September 13, 2018 meeting.

A request for proposals from consultants for the design of Phase one was advertised on November 8, 2018. Proposals were due by December 14, 2018. Six proposal were received by the deadline.

An evaluation committee consisting of the Department Director, Parks Capital Project Manager, Parks Maintenance Supervisor, and Arts, Recreation and Parks Commissioners Dowell and Langager reviewed the proposals. The results of the evaluation were presented at the January 15, 2018 Arts, Recreation and Parks Commission meeting.

Following a discussion and based on their qualifications, the Commission recommended the selection of GeoEngineers for the project.

Staff recommends approval.

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Kari Page, Human Resources Director; Allison Williams, Executive Services
Director

SUBJECT: Ordinance 2019-03

DATE: January 18, 2019

In late 2018, as a part of the regular schedule of consideration of updates to Mayor and Council salaries, HR went through a comparative analysis to similar cities and provided an overview of salary information to the City Council Finance Committee and to the Council in a work session on October 18, 2018. After review, City Council asked that the City Council salary ordinance be brought forward at the end of January. The opportunity to adjust Council salaries has come forward prior to each election cycle, Council members are precluded from increasing salaries during their terms. The Ordinance that follows would change all of the Council salaries effective January 1, 2022. This Ordinance does not provide for a COLA as elected officials are not able to act on budgets that impact their own salaries. The only way to add a COLA is to have an independent salary commission.

Budget Impact: This Ordinance would not take effect until January 1, 2022.

Action Requested: City Council approval of Ordinance 2019-03 of the City of Wenatchee establishing compensation for the City Council Members, establishing an effective date, and repealing Ordinance No. 2007-38 to the extent it is inconsistent with this Ordinance.

ORDINANCE NO. 2019-03

AN ORDINANCE, of the City of Wenatchee establishing compensation for the City Council Members, establishing an effective date, and repealing Ordinance No. 2007-38 to the extent it is inconsistent with this Ordinance.

WHEREAS, the City Human Resources Department conducted an analysis of the current Council Member salaries in relation to the salaries of council members in comparatively sized cities and based on such analysis recommends that the salaries be increased; and

WHEREAS, RCW 35A.12.070 provides that elective officials' salaries shall be set by ordinance, and

WHEREAS, the Washington State Constitution and RCW 35A.12.070 provide that any increase in the compensation attaching to a council position shall not be applicable to the term then being served by an incumbent,

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

SECTION I

WCC 1.06.030 "Salaries – Council Members" shall be and hereby is amended to read as follows: The salary for each person holding council positions 1-7 shall be \$1,000.00 per month effective January 1, 2022. In addition, each person holding these council positions will have the option to be included in an Internal Revenue Code

Section 457 deferred compensation program with a City match of up to two percent (2%) of base salary.

SECTION II

This Ordinance shall take effect on January 1, 2022.

SECTION III

Upon the effective date of this Ordinance, Ordinance No. 2007-38 be and the same is repealed to the extent it is inconsistent with this Ordinance, otherwise to remain in full force and effect.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 24th day of January, 2019.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
FRANK J. KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

TO: Frank Kuntz, Mayor
City Council

FROM: Steve King, Economic Development Director

SUBJECT: WSU Property Integrated Planning Grant

DATE: January 18, 2019

MEETING DATE: January 24, 2019

I. OVERVIEW

Washington State University's Tree Fruit Research and Extension Center is located at the corner of Springwater and Western Avenues. This facility has been and continues to be a key research facility supporting agriculture in Washington State as part of WSU's land grant university mission. For example, recently, the Cosmic Crisp apple was developed at the facility. In addition, the site is home to the United State Department of Agriculture Agricultural Research Station. Both WSU and USDA ARS work together pushing advances in the tree fruit industry and other fields such as soil sciences and water resources.

The grass roots Our Valley Our Future initiative has identified a game changer of establishing 4 year presence in the Wenatchee Valley to further a community that values education along with bringing the benefits of an Innovation District to our region. Much focus has been given to what we already have and the good work that has been done over the years in an effort to grow and invest this presence along with Wenatchee Valley Community College, the K-12 system, hydro power research, and private research efforts.

WSU is planning to sell off underutilized property state wide. Approximately 9 acres has been identified as surplus property at the Wenatchee facility as shown below. The city secured an integrated planning grant in partnership with WSU to evaluate whether or not there is community benefit in developing an affordable housing option to support the research center.



The property to be surplus is likely contaminated as a result of agricultural chemicals applied in the past thus the Planning Grant from the Department of Ecology will pay for environmental investigations, survey, and planning to support redevelopment of the property and the opportunity to enhance our community. This approach is very similar to the partnership approached used by the City of Spokane to create the University District.

Based on this information, the city council authorized securing the grant in August of 2018.

The attached draft scope of work provides insights on the work that will be done. The city and WSU are still negotiating the details of the scope of work with Maul Foster Alongi. Maul Foster Alongi has been selected off of the A&E Roster based on successful outcomes of working with them in the past which includes the Hilton Garden site redevelopment. Staff is recommending the City Council authorize the Mayor sign a consultant agreement with Maul Foster Alongi for this work.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to negotiate and sign a consultant agreement with Maul Foster Alongi for work associated with an Integrated Planning Grant to support redevelopment property at the WSU Treefruit Research Center.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

There is not budget impact to the City of Wenatchee for this work. All work will be paid for using the \$200,000 Department of Ecology Grant.

IV. PROPOSED PROJECT SCHEDULE

The work will begin immediately.

V. REFERENCE(S)

Draft Scope of Work

VI. ADMINISTRATIVE ROUTING

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

Maul Foster & Alongi, Inc. (MFA) has prepared this scope of work to complete the activities authorized under the Integrated Planning Grant (IPG) between the City of Wenatchee (City) and the State of Washington Department of Ecology (Ecology), Agreement Number TCPRA-1921-Wenatch-00149. This scope of work is designed to evaluate the potential acquisition and redevelopment of the Washington State University (WSU) Tree Fruit Research and Extension Center (TFREC) property (Property) located at 1100 North Western Avenue in Wenatchee, Washington. The Property contains suspected contamination related to historic tree fruit research operations which included storage of pesticides and other agriculture-related chemicals and petroleum fuel products. The City is interested in facilitating the development of affordable housing, promoting new economic development, and encouraging infill development in accordance with the Growth Management Act.

Task 1. Remedial Investigation

Remedial investigation that will help characterize the nature and extent of potential contamination is a fundamental and first step in planning for cleanup and redevelopment of the Property. This investigation involves collecting soil and groundwater samples for laboratory analysis, comparison of chemical concentrations against Model Toxic Control Act (MTCA) cleanup standards, and evaluation of likely historical pollutant sources. Additional rounds of sampling may be needed to refine the understanding of the horizontal and vertical extent of contaminants and answer questions about Property conditions that arise through data analysis and risk assessment. This iterative approach to characterizing contamination allows for more targeted sampling efforts and minimizes the overall costs of data collection and laboratory analysis.

This task involves the following steps:

- Review existing documents related to historical operations and any previous environmental assessment and the types of contamination that are likely to have occurred. This will be documented in a brief report that aligns with Phase I environmental site assessment (ESA) standards.
- Prepare a sampling work plan to characterize the nature and extent of contamination at the Property. The sampling plan will include a description of quality assurance measures and safety procedures to meet state and federal standards for site characterization efforts. The sampling plan will be provided to Ecology for comment and review.
- Conduct sampling of soil and groundwater on the Property.
- Analyze samples in a certified analytical laboratory to determine concentrations of chemicals of potential concern.
- Evaluate laboratory data, physical site conditions, and historical activities to develop a preliminary description of the findings of the Property's characterization and prepare a preliminary model of potential exposure routes of contaminants to humans and the environment (conceptual site model).
- If needed and budget allows, conduct additional sampling to fill data gaps to develop a more complete understanding of the extent of contamination.
- Document findings and recommendations in a Phase II ESA report

The Phase II ESA report which will align MTCA remedial investigation requirements, but may not meet the standards of a final remedial investigation depending on the complexity of environmental impacts

Deliverables:

- Sampling plan
- Phase II Environmental Site Assessment report

Task 2. Focused Feasibility Study

Potential options for cleanup of any identified contamination will be developed. The remediation options will be designed to support the future uses of the Property envisioned in the master plan (Task 3). Opportunities for cost savings and efficiencies between cleanup and redevelopment will be identified. This study will provide the City with planning level order of magnitude cleanup cost estimates and position the Property for cleanup funding.

Deliverables:

- Potential cleanup options technical memorandum

Task 3. Integrated Planning

This task includes a set of subtasks that will lead to a master plan for redevelopment of the Property including an implementation strategy.

Subtask 3.1 Existing Conditions Assessment

The objective of this subtask is to characterize the constraints and opportunities of the Property for redevelopment. To the greatest extent practicable, existing data will be used, and fieldwork will be focused to minimize costs. MFA will retain sub-consultants as needed to provide technical support in these topic areas. MFA will obtain approval from the City for each sub-consultant. The following information will be collected, analyzed, and summarized in the final deliverable:

- Regulatory—Review local plans and codes to understand development regulations including allowed uses, density, parking requirements and other standards.
- Infrastructure—Review existing information on location, capacity and condition of water, sewer, and power systems needed to support redevelopment.
- Land Survey—Conduct topographic and boundary survey of Property.
- Natural Resource Assessment—Conduct records review and site walk to identify any potential protected natural resources including wetlands and wildlife habitat conservation areas protected by City Critical Areas Ordinance and/or state and federal regulations.
- Historical and Cultural Resource Assessment—Review publicly available records and conduct site visit to evaluate the potential presence of protected historical and cultural resources on the Property.

Note, these studies will provide preliminary assessments to identify potential development constraints. Additional, more detailed studies may be needed to fully characterize any concerns identified.

Subtask 3.2 — Housing Assessment

The objective of the housing assessment is to evaluate housing demand with a focus on affordable housing models and graduate student housing. The housing assessment will rely on recent relevant studies including the City of Wenatchee Housing Demand Study (2016) and Our Valley, Our Future's Housing Solutions Group recommendations (2018). This task includes meetings with a Technical

Advisory Group (advisory group) to define the programming for the future development. This will include identifying desired types of housing units, target number of units, and target populations. The advisory group is expected to include representatives of Wenatchee Valley College, Washington State University, and the Chelan County and City of Wenatchee Housing Authority (CCWHA).

The assessment will evaluate parameters for development of affordable housing including:

- Current market pricing and socio-economic data evaluate pricing for affordability
- Potential number of housing units that can be developed on the property based on different housing types
- Funding sources and ownership structures to support the target housing segments

Subtask 3.3—Site Planning

MFA will prepare a site plan that supports the development of affordable housing on the Property. This plan will be informed by the analyses conducted in Tasks 1 and 2, and Subtasks 3.1 and 3.2 and input from the advisory group. The site plan will include building locations, housing unit counts, access and circulation, parking, utilities, open space, landscape areas, and stormwater facilities. The site plan will be designed to meet City development regulations and is intended to align with the requirements for short plat subdivision. Given the limited resources of grant funding, it may not be feasible to achieve the level of detail required to support subdivision review depending on the complexity of environmental and site conditions and the consensus and clarity of direction from the advisory group.

A preliminary cost estimate will be prepared based on the site plan.

Subtask 3.4—Integrated Plan

The integrated plan will distill the key findings of the planning process and articulate the next steps needed to successfully implement the project. The strategy will address both potential environmental cleanup activities and redevelopment of the Property. The findings will discuss an approach to risk management, development phasing, and financing.

Deliverables:

- Technical site studies: survey, natural resources, cultural resources
- Site plan and cost estimate
- Integrated plan document

Budget

Task		Maul Foster & Alongi, Inc.			Subcontractors	Total
		Hours	Labor	Direct		
1	Remedial Investigation	364	\$51,130	\$920	\$18,458	\$70,508
2	Feasibility Study	99	\$14,740	\$0	\$0	\$14,740
3	Integrated Planning					
3.1	Existing Conditions Assessment	108	\$15,755	\$210	\$23,100	\$39,065
3.2	Housing Assessment	78	\$11,570	\$196	\$0	\$11,766
3.3	Site Planning	228	\$33,655	\$218	\$9,900	\$43,773
3.4	Integrated Plan	141	\$19,510	\$638	\$0	\$20,148
Total Estimated Cost						\$200,000

COUNCIL AGENDA REPORT
City of Wenatchee



TO: Frank Kuntz, Mayor
City Council

FROM: Steve King, Economic Development Director

SUBJECT: WSU Property Integrated Planning Grant

DATE: January 18, 2019

MEETING DATE: January 24, 2019

I. OVERVIEW

The partnership with WSU and the City of Wenatchee is formalized through this access agreement in which city agents will be allowed to enter the property to perform the work necessary to complete the Department of Ecology Integrated Planning Grant scope of work. WSU has agreed to not sell the property while the work is being done.

See the agenda report dated January 24, 2019 for the consultant agreement for further details.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to negotiate and sign a right of access agreement with Washington State University to perform work associated with an integrated planning grant.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

N/A

IV. PROPOSED PROJECT SCHEDULE

The work will begin immediately.

V. REFERENCE(S)

Access Agreement

VI. ADMINISTRATIVE ROUTING

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

RIGHT OF ACCESS AGREEMENT

This Right of Access Agreement (this “Agreement”) is dated as of the ____ day of January, 2019, by and between the **City of Wenatchee** (“the City”), a Washington municipal corporation and **Washington State University**, an institution of higher education and agency of the State of Washington, by and through its Wenatchee Tree Fruit Research and Extension Center (“Property Owner”). The City and Property Owner may be collectively referred to herein as the “Parties”, and individually as a “Party”.

Recitals

A. Property Owner currently holds title to the property located at 1100 N. Western Avenue, Wenatchee, Washington shown on Exhibit A attached hereto (the “Property”).

B. The City is interested in performing due diligence to support its or a third party’s consideration of acquiring the Property. That due diligence includes the need to perform certain on-site environmental investigations that require the City, its agents and contractors to have access to the Property.

C. In connection with the evaluation, the City would like the Property Owner’s authorization to have access to the Property.

NOW, THEREFORE, the Parties agree as follows:

1. Due Diligence. The City intends to perform a due diligence investigation of the Property. The City’s due diligence shall include, but not be limited to, physical inspections of the Property, as well as conducting surveys, investigations and samplings on the Property (the “Investigation Activities”), as set forth more fully below.

2. Access to Property.

(a) Right of Temporary Entry. During the term of this Agreement, which shall commence on January 30, 2019 and terminate on August 31, 2019, and subject to the provisions of this Agreement, Property Owner grants to the City, and its agents and contractors, a limited, temporary and non-exclusive right to enter upon the Property for the following purposes:

(i) to conduct soil and groundwater and archeological investigations and sampling, but only subject to and in accordance with the terms of this Agreement;

(ii) to conduct surveys and inspections concerning the condition of the Property, and the presence or absence of Hazardous Substances (as defined in RCW 70.105D.020), sensitive areas, wetlands or other matters pertaining to the physical condition of the Property and any improvements; and

(iii) to complete its restoration of the Property, pursuant to subsection (3)(e) below.

This Agreement is intended and will be construed only as a non-exclusive, temporary license to enter and conduct the Investigation Activities upon the Property and not as a grant of easement or any other interest in the Property. The City shall provide to Property Owner copies of any and all studies, surveys, investigations and samplings conducted on the Property, at no cost to Property Owner.

(b) Conditions of Entry. The exercise by the City of the right of entry granted herein will be expressly subject to the following terms and conditions:

(i) Unless otherwise agreed to in writing, the City shall provide at least 48 hours' prior written notice to Property Owner through email to the Property Owner's representative, James R. McFerson, at jim.mcferson@wsu.edu, of its desire to enter the Property.

(ii) The City and its Representatives will exercise the right of temporary entry granted herein so as to minimize interference with the use and enjoyment of the Property by the Property Owner; however, the Property Owner shall reasonably cooperate with the City in moving or removing equipment and materials located on the Property to allow access for the City's representatives and contractors to take samples and otherwise survey and investigate the Property, so long as such movement is reasonably practicable and the City pays for any cost in providing such movement.

(iii) Any and all Investigation Activities will be performed in compliance with all applicable laws and in a prompt manner. All such work will be conducted in accordance with good and safe business practices and so as to minimize interference with the Property Owner's use, enjoyment and conduct of business upon the Property, and to avoid damage to the Property. The City will not suffer or permit to be enforced against the Property any mechanic's, materialmen's, contractor's or subcontractor's liens or any claim for damage resulting from the Investigation Activities and will pay any and all such liens before any action is brought to enforce such liens.

(iv) All costs and expenses incurred in the performance of the Investigation Activities by the City and/or its representatives will be the sole responsibility of the City, and the City agrees to indemnify, protect, hold harmless and defend the Property Owner, its partners, officers, directors, shareholders, lessees, licensees, agents, employees and tenants, if any, on the Property (collectively, "Indemnitees") from and against any and all such costs and expenses.

(v) The City agrees to promptly remove and dispose of any soil, debris or purge water resulting from the Investigation Activities in compliance with all applicable laws. Disposal of such soil, debris or purge water will be the City's sole responsibility at its sole cost and expense, and any manifests for such material will list the City as the generator.

(c) Indemnification and Remediation. The City will indemnify, protect, hold harmless and defend the Property Owner and the other Indemnitees from and against any and all liability for damages, losses, liens, costs, expenses, penalties, actions, causes of action or claims (“Claims”) including, without limitation, Claims for injury to or death to any person, or damage to any property, natural resources or the environment, resulting from the City’s activities, or any breach of its obligations under this Agreement. Notwithstanding the foregoing, the City’s indemnity and defense of the Property Owner and the other Indemnitees pursuant to this paragraph does not apply to the extent the Claims are the result of the sole negligence of the Property Owner, its representatives or any lessees, licensees, agents, employees, invitees, or guests of Property Owner.

(d) Insurance. The City is a member in good standing of the Association of Washington Cities Risk Management Service Agency, a member owned municipal risk pool. City shall provide proof of coverage to Property Owner simultaneously with the City’s execution of this Agreement. City shall require any independent contractor to obtain appropriate insurance relative to due diligence work to be conducted on the Property, any and all such independent contractors shall provide a Certificate of Insurance to Property Owner, naming Property Owner as an additional insured, and referencing the Property and this Agreement.

(e) Restoration of Site. The City will promptly fill any borings or test pits in accordance with all applicable laws, and, at the conclusion of any and all Investigation Activities, remove any and all equipment or materials placed on the Property pursuant to this Agreement, unless otherwise agreed to by the Parties in writing. Upon completion of any Investigation Activities, and in compliance with all laws and regulations and with the approval of all applicable environmental agencies, any wells that were installed on the Property will be removed or abandoned by the City at its sole cost and expense and the Property will be fully restored to its original condition immediately prior to the Investigation Activities.

(f) Survival. The provisions of Subsections 3(b), 3(c), 3(d) above will survive any termination of this Agreement.

4. Third Party Dealings and Consultation. During the term of this Agreement, the Property Owner will not accept any offer from an independent third party to purchase or lease the Property, and shall not list the Property for sale or lease. Notwithstanding the foregoing, the City acknowledges that Property Owner may continue with its due diligence activities on the Property, which may include discussions and negotiations with third parties regarding the potential sale or lease of the Property.

5. Attorneys’ Fees. In the event either Party finds it necessary to bring suit, action or other proceeding at law or equity to interpret, enforce, or implement any of the terms of this Agreement, the Parties shall bear their own attorney’s fees and costs incurred therein.

6. No Definitive Agreement. This Agreement does not require either Party to enter into any business relationship and does not create any agency or partnership between the Parties. Without limiting the generality of the foregoing, Property Owner may elect, within its sole discretion, to sell or lease the Property to a third party upon the expiration of the term of this Agreement. Execution of this Agreement and discussions between the Parties does not

impose upon either Party an obligation to disclose any confidential or privileged information to the other.

7. No Warranties. Each Party understands that neither party nor any representative of that Party makes any representation or warranty as to the accuracy or completeness of the information provided under this Agreement

8. Governing Law and Venue. This Agreement and any claim or dispute arising out of this Agreement, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflicts of law principles. Venue shall be in Chelan County Superior Court.

9. Notices. Any notice or demand from or to the Parties shall be personally delivered or mailed by first class certified United States mail, return receipt requested, postage prepaid and addressed to the address set forth below or to such other address as the Parties hereto shall have last designated by notice in writing to the other Party as provided herein. Notice shall be deemed delivered on the date actually received.

Property Owner:

Washington State University
Attn: Jim McFerson
Director and Professor of Horticulture
1100 N. Western Avenue
Wenatchee, WA 98801

City:

City of Wenatchee
Attn: _____

Wenatchee, WA 98801

With a copy to:

Washington State University
Attn: Real Estate Office
2425 E. Grimes Way
P.O. Box 641045
Pullman, WA 99164-1045

10. Termination.

A. Termination for Cause: Either Party may terminate this Agreement for cause. "For Cause" shall mean the default of either Party in fulfilling any term or condition of this Agreement. Written notice of the default shall be provided by the non-defaulting Party, after receipt of which, the defaulting Party shall have seven (7) days to cure such default. If the default is not cured, the non-defaulting Party may thereafter elect to terminate this Agreement upon written notice to the defaulting Party, such termination to be effective on the date of such written notice.

B. Termination for Threat to Safety, Etc.: In addition to the foregoing, if, in Property Owner's discretion, the City's right to access the Property or its performance under this Agreement constitutes a threat to the safety or endangerment of any person, or constitutes an imminent threat of property damage, Property Owner may elect to terminate this

Agreement by providing written notice to City, such termination to be effective on the date of such written notice.

11. Miscellaneous. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and may not be modified except in writing signed by the Parties. This Agreement may not be assigned without the prior written consent of the other Party. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original thereof, and such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, and in recognition that the Property Owner will be relying upon the terms contained herein, the City and Property Owner have executed this Agreement to be effective as of the day and year first above written.

City of Wenatchee, a Washington municipal corporation,

By: _____
Its: _____

Washington State University

Approved By:

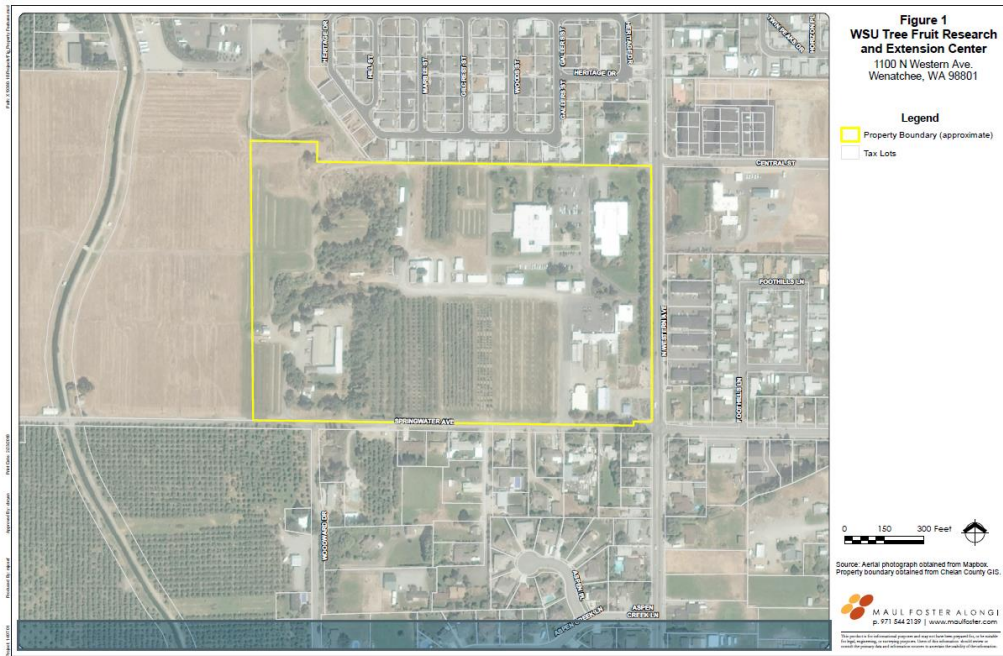
By: _____
Its: _____

Recommended By:

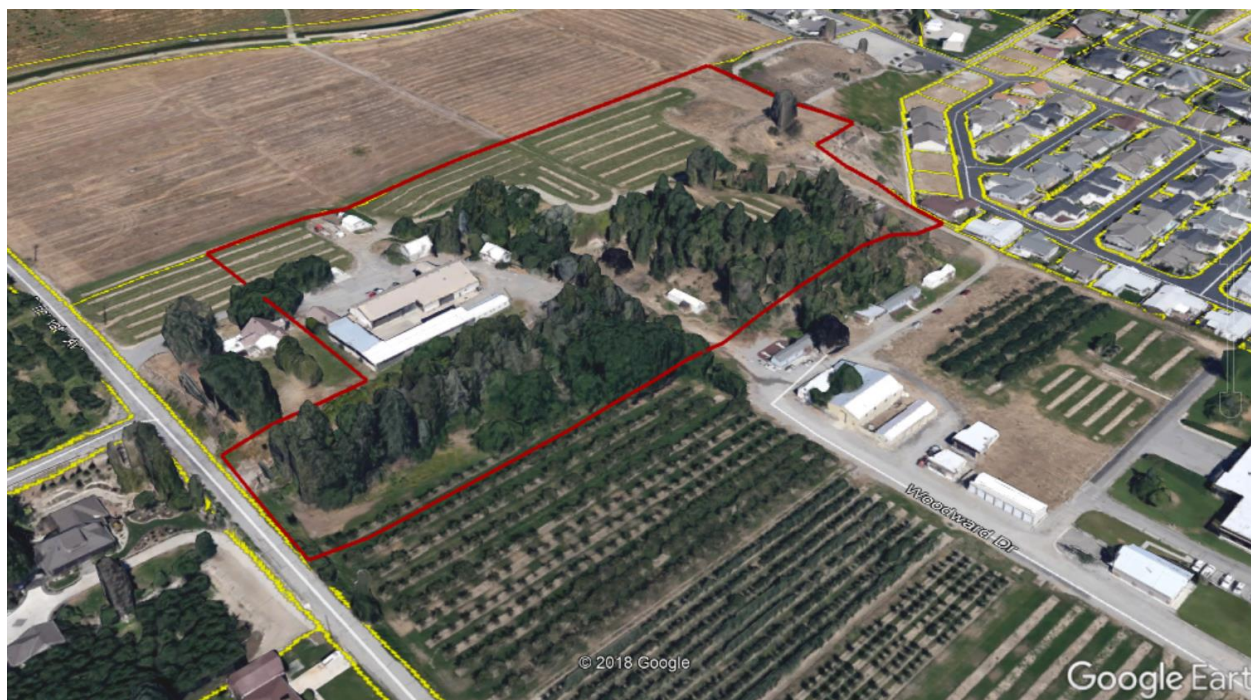
By: _____
Its: _____

EXHIBIT "A"

ILLUSTRATION OF PROPERTY



STUDY AREA



COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director; Steve Smith, City Attorney

SUBJECT: Purchase and Sale Agreement

DATE: January 22, 2019

The City has the opportunity to explore the acquisition of property adjacent to the current Public Services Center for the future growth of the City. Staff believes this is prudent. Following is a purchase and sale agreement that has been explored by our City Attorney and the property owner's representative. Key deal points are:

- Purchase price of \$850,000 (2.53 acres at \$7.72 per sf contingent on appraisal)
- \$5,000 earnest money
- 150 day feasibility period to conduct a Phase 1 Environmental Analysis and use feasibility analysis
- Closing date of not later than July 15, 2019

Budget Impact: This acquisition was reviewed in Executive Session and City Council Public Works-Economic Development and Finance committees. The funds for the purchase would come from reserves, the allocation being determined by the use of the property (i.e. whether it would be general fund or a combination of utility/general fund).

Action Requested: City Council authorization of the Mayor's signature on the Purchase and Sale agreement with the Estate of Alice Jewell Brandt.

**COUNTEROFFER ADDENDUM
TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated January 21, 2019, 1
concerning 1612 Pine St Wenatchee WA 98801 (the "Property"), 2
Address City State Zip
by, City of Wenatchee, as Buyer 3
and the undersigned Estate of Alice Jewell Brandt, as Seller 4
are accepted, except for the following changes. 5

The Purchase Price shall be \$ 850,000.00 6
Eight Hundred Fifty Thousand Dollars 7

Other. 8
Paragraph 31-2 Addendum to 9

This agreement is conditioned upon the suitability of the property for Purchaser's intended use, in Purchaser's
sole judgment and discretion. This contingency shall conclusively be deemed unsatisfied unless within 170 days 10
after mutual acceptance of this Agreement Purchaser gives notice of approval, in which event this Agreement shall 11
terminate, Purchaser shall restore the property to it's original condition (if changed in the course of the above 12
investigation), Purchaser shall deliver to Seller copies of all results and products of the investigation and feasibility 13
study, and the earnest money shall be refunded to Purchaser. 14
Seller can accept back up offers until the contingency is removed. 15
16
17
18
19

Paragraph 10 20
Time for closing- Closing shall be no later than July 15th, 2019 21

This counteroffer shall expire at 9:00 p.m. on 1/28/2019 (if not filled in, two days after it is delivered), 27
unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the counterofferor, 28
their broker or at the licensed office of their broker. If this counteroffer is not so accepted, it shall lapse and the 29
Earnest Money shall be refunded to Buyer. 30

All other terms and conditions of the above offer are incorporated herein by reference as though fully set forth. 31

Clata M. Jeffery 1-21-19 _____
Signature Date Signature Date

The above counteroffer is accepted.

Signature Date Signature Date

REAL ESTATE PURCHASE AND SALE AGREEMENT

Wenatchee, Washington

_____, 2019

1. Seller. Seller is Estate of Alice Jewell Brandt.

2. Purchaser. Purchaser is City of Wenatchee, a municipal corporation.

C Agreement/Property. The Seller agrees to sell and the Purchaser agrees to purchase the following described property located in the County of Chelan, commonly known as 1612 Pine St., Wenatchee, Washington, legally described as:

Lots 5-8, in Block 3, Powell's Addition to Wenatchee, Chelan County, Washington, according to the recorded Plat thereof, together with vacated streets adjoining thereon.

3. Purchase Price. The total purchase price is Eight Hundred Fifty Thousand Dollars (\$850,000). Purchaser's obligations hereunder shall be contingent upon obtaining an appraisal of the property satisfactory to it in support of this purchase price.

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

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

5. Earnest Money. Purchaser hereby deposits, and receipt is hereby acknowledged, of Five Thousand Dollars (\$5,000), in the form of check paid or delivered to Closing Agent as earnest money in part payment of the purchase price for the afore-described property.

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

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

7. Title Insurance. Seller authorizes closing agent, at Seller's expense, to apply for a standard form owner's policy of title insurance to be issued by Central Washington Title Services, Inc. The title policy shall contain no exceptions other than those contained in said standard form and those not inconsistent with this Agreement. If title is not so insurable and cannot be made so insurable prior to closing, Purchaser may elect either to waive such encumbrances or defects, or to terminate this Agreement and receive a refund of the earnest money.

8. Conveyance. Seller shall convey title to the property to Purchaser by Statutory Warranty Deed free of encumbrances and defects except those included in this Agreement or otherwise acceptable to Purchaser.

9. Closing Agent. This sale shall be closed at the office of Central Washington Title Services, Inc. ("closing agent").

CF 10. Time for Closing - Responsibilities of Parties. This sale shall be closed within ten (10) days after satisfaction or waiver of all contingencies, but in any event not sooner than March 1, 2019 nor later than ^{July} August 15, 2019. The Purchaser and Seller shall deposit with the closing agent all instruments, documents, and monies necessary to complete the sale in accordance with this Agreement.

11. Definition of Closing. "Closing" means the date on which all documents are recorded and the sale proceeds are available for disbursement to Seller.

12. Proration. Taxes for the current year shall be prorated as of the date of closing.

13. Closing Costs.

a. Seller. Seller shall pay the following escrow and closing costs: Real estate excise tax, one-half escrow closing fee, title insurance premium, and fee for preparation of Deed and Tax Affidavit.

b. Purchaser. Purchaser shall pay the following escrow and closing costs: One-half escrow closing fee, and recording fee for Deed.

14. Possession. Seller shall deliver possession to Purchaser on closing.

15. Condition of Property. Purchaser acknowledges that it has inspected the property. Purchaser accepts the property "AS IS" in its current condition and acknowledges that it is not relying upon any representation or warranty concerning the condition, area or boundaries of the property made by Seller or Seller's agents, employees or representatives.

16. Default and Refund. If a dispute should arise regarding the disbursement of any earnest money, the party holding the earnest money may interplead the funds into court. Furthermore, if either Purchaser or Seller defaults, the non-defaulting party may seek specific performance, damages, or rescission, except that the Seller's remedy shall be limited as follows if the paragraph below has been initialed by both parties:

In the event the Purchaser fails, without legal excuse, to complete the purchase of the property, the earnest money deposit made by the Purchaser shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure.

17. Merger. There are no other verbal or other agreements which modify or affect this Agreement.

18. Modification/Waivers. All subsequent modifications or waivers of any condition of this Agreement shall be in writing and signed by the appropriate parties.

19. Time. Time is of the essence of this Agreement.

20. Notices. Notice hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified or registered mail, return receipt requested, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered as follows:

TO PURCHASER: City of Wenatchee
 P.O. Box 519
 Wenatchee, WA 98807-0519

TO SELLER: Cleta M. Jeffery, Personal Representative
 Estate of Alice Jewell Brandt
 c/o Howard Syria
 Century 21 Exclusively
 135 N. Mission
 Wenatchee, WA 98801

WITH COPY TO
PURCHASER'S
ATTORNEY: Steve D. Smith
 Davis, Arneil Law Firm, LLP
 617 Washington Street
 Wenatchee, Washington 98801

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

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

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

24. FIRPTA Compliance. If Purchaser does not intend to use the property as a principal residence, or if the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00), then this sale may be subject to the withholding and reporting requirements of the Foreign Investment In Real Property Tax Act (FIRPTA), unless Seller furnishes to Purchaser an Affidavit of Non-foreign Status. Seller and Purchaser agree to comply with FIRPTA, if applicable.

25. Time for Acceptance. Seller shall have until 9:00 p.m. on January 31, 2019 to accept this offer, unless sooner withdrawn. Acceptance by Seller shall not be effective until a signed copy hereof is actually received by Purchaser. If this offer is not so accepted, it shall lapse and the earnest money shall be refunded to Purchaser.

26. Attorney's Fees. If any suit or proceeding is instituted by the Seller or the Purchaser, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, the parties shall bear their own attorney's fees and costs incurred therein.

27. Representation. Steve D. Smith of Davis, Arneil Law Firm, LLP, represents Purchaser. Seller understands that Steve D. Smith does not represent Seller. Seller is encouraged to have all documents reviewed by their own lawyer or other counsel prior to signing.

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

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

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

30. Environmental Assessment. Purchaser's obligations hereunder are contingent upon receiving a satisfactory Phase I Environmental Assessment. The costs of assessment shall be paid for by Purchaser.

31. Investigation and Feasibility Study Contingency. Purchaser shall have the right to enter the property and to conduct an investigation and a feasibility study of the suitability of the property for Purchaser's intended use including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, and other land use and environmental restrictions, and availability, adequacy, and cost of utilities.

This Agreement is conditioned upon the suitability of the property for Purchaser's intended use, in Purchaser's sole judgment and discretion. This contingency shall conclusively be deemed

150 CF
170 CF.

unsatisfied unless within 180 days after mutual acceptance of this Agreement Purchaser gives notice of approval, in which event this Agreement shall terminate, Purchaser shall restore the property to its original condition (if changed in the course of the above investigation), Purchaser shall deliver to Seller copies of all results and products of the investigation and feasibility study, and the earnest money shall be refunded to Purchaser.

32. Hazardous Materials.

32.1 Definitions.

- (a) Definition of "Environmental Laws." The term "Environmental Laws" means any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health and the environment.
- (b) Definition of "Hazardous Material." The term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105D RCW) of the Model Toxics Control Act (Chs. 70.105D RCW, 82.21 RCW), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Laws.

32.2 Compliance With Environmental Laws. Seller represents and warrants

that:

- (a) Seller has no actual knowledge of the release or presence of any Hazardous Material on, in, from or onto the Real Property; and
- (b) Seller has not generated, manufactured, refined, transported, stored, handled, disposed of or released any Hazardous Material on the Real Property, nor has Seller knowingly permitted the foregoing;
- (c) To the best of Seller's actual knowledge, Seller has obtained all approvals and caused all notifications to be made as required by Environmental Laws;
- (d) To the best of Seller's actual knowledge, Seller has not received any notice of any violation of any Environmental Laws;
- (e) To the best of Seller's actual knowledge, no action as been commenced or threatened regarding Seller's compliance with any Environmental Laws;

- (f) To the best of Seller's actual knowledge, no tanks used for the storage of any Hazardous Material above or below ground are present or were at any time present on or about the Real Property; and
- (g) To the best of Seller's actual knowledge, no action has been commenced or threatened regarding the presence of any Hazardous Material on or about the Real Property.

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

- (1) Any investigation or remedial action involving the presence of Hazardous Material on or about the Real Property or releases of Hazardous Material from the Real Property;
- (2) Any allegations made by any governmental authority or any private citizen or entity or group of citizens or entities as to the violation of any Environmental Laws involving the Real Property or the operations conducted thereon; and/or
- (3) Any injury or harm of any type to any person or entity or damage to any property arising out of, in connection with or in any way relating to (i) the generation, manufacture, refinement, transportation, treatment, storage, recycling, disposal or release, or other handling of Hazardous Material on or about the Real Property or pursuant to the operations conducted thereon, and/or (ii) the violation of any Environmental Laws, and/or (iii) the contamination of the Property.

32.4 Environmental Inspection. During the Feasibility Study Period, Purchaser will have the right to take soil and water samples (including groundwater samples) from the Real Property, and to test and analyze those samples to determine the extent of any contamination of the soils and water (including groundwater) on or about the Real Property. If, based on the results of those inspections and/or tests, Purchaser determines that the condition of the Real Property is unsatisfactory or if Purchaser believes that its ownership of the Real Property would expose Purchaser to undue risks of government intervention or third-party liability, Purchaser may, without liability, cancel the purchase of the Property and terminate this Agreement.

33. Brokers and Finders. Seller is represented by Howard Syria of Century 21. Seller shall be responsible for its broker's fee or commission. Purchaser is unrepresented by a real estate broker/agent.

34. Property Disclosure Form. Seller is not required to provide to Purchaser the Seller Disclosure Statement provided for in RCW 64.06.013 per RCW 64.06.010(6).

35. City Council Approval. Purchaser's obligations hereunder are contingent upon approval of this Agreement by the City Council of the City of Wenatchee not later than its regular council meeting of January 24, 2019. If the Council does not approve this Agreement at said meeting, then this Agreement shall automatically terminate and the earnest money shall immediately be refunded to Purchaser.

36. Simultaneous Closing. Purchaser's obligations hereunder are contingent upon reaching an Agreement for purchase of the adjoining parcel no. 232033783350 owned by Environments East, Inc. by April 1, 2019 and a simultaneous closing of said purchase with the subject purchase/sale.


DATED this ____ day of _____, 2019.

PURCHASER:
CITY OF WENATCHEE

By _____
FRANK KUNTZ, Mayor

On this ____ day of January, 2019, I hereby approve and accept the offer set forth in the above Agreement and agree to carry out all the terms thereof on the part of the Seller.

SELLER:
ESTATE OF ALICE JEWELL BRANDT

By 
CLETA M. JEFFÉRY
Personal Representative

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Jeremy Hoover, P.E., Senior Utility Engineer

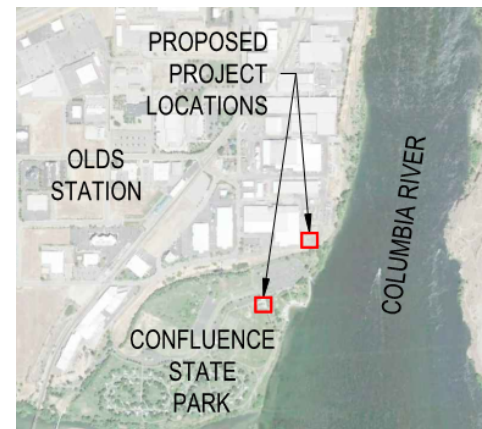
SUBJECT: Interlocal Agreement between the City of Wenatchee, Public Utility District No. 1 of Chelan County and Washington State Parks Department for the Construction Sewer Discharge Meter and Vault in the Wenatchee Confluence State Park

DATE: January 22, 2019

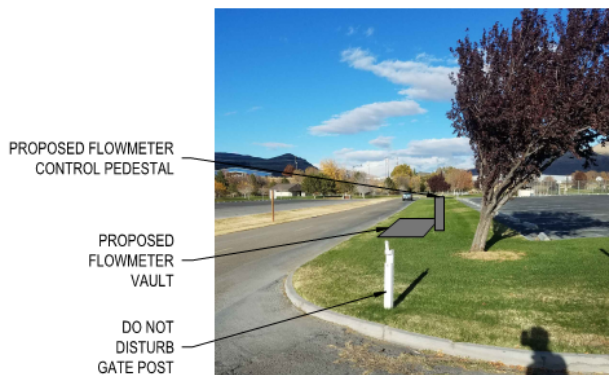
MEETING DATE: January 24, 2019

I. OVERVIEW

The Wenatchee Confluence State Park discharges sewage to the City collection system at a point west of the Olds Station Lift Station, proximate to the Olds Station / Euclid Ave. intersection. In addition to the other facilities within the Park, wastewater is collected from RV's and campers via an onsite dump station. As such, the amount of effluent discharged to the City system cannot be determined based solely on the Park's water meter readings and must be separately metered. Since the park does not drain by gravity to the City sewer but is instead pumped through the site, the method of metering has historically utilized a measurement of pump run-time in conjunction with the volumetric flow rate of the pump to determine the volume for which the State Parks Department



is billed. The accuracy of this indirect metering method is not only overly simplistic, but diminishes as the pump ages, loses efficiency or, as has recently happened, runs dry. The calculated amount of sewage for which Parks is billed becomes artificially inflated as the hour-meter continues to turn and no flow is occurring. This scenario resulted in an over-billing of the Park's account by an estimated \$16,000. The City was subsequently approached and requested to look into methods of mitigating this problem as part of the Olds Station Lift Station project in a manner consistent with what is done for other industrial customers whose discharges do not correspond to water meter readings.



Standard design details were added to the plan set and a separate line item was included in the bid documents for the Lift Station project. The bid value for the installation of an electromagnetic flow meter, meter vault, valving, controller cabinet, pedestal and power extension was \$70,000. Staff met with representatives from State Parks and Chelan County PUD and the agencies agreed to pay the costs associated with the work. Being the purveyor, the City agreed to own, operate, and maintain the metering

apparatus once completed and bill the State Parks based on those flow measurements. The agencies have been working on an Interlocal Agreement to define their respective responsibilities.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

II. ACTION REQUESTED

Staff recommends that the City Council approve an Interlocal Agreement between the City of Wenatchee, Public Utility District No. 1 of Chelan County and Washington State Parks Department for the construction of a new flow metering assembly as part of the Olds Station Lift Station Project, City Project Number 1718 - Phase 2, and authorize the mayor to sign the final agreement.

III. FISCAL IMPACT

Washington State Parks has agreed to forgo reimbursement of the estimated \$16,000 overage and contribute an additional \$20,000 to the Project. The Chelan County PUD has agreed to contribute \$34,000 to the project. The City will administer the project as part of the construction activities associated with the Olds Station Lift Station improvements.

IV. PROPOSED PROJECT SCHEDULE

The Lift Station improvements are anticipated to be complete in early Summer 2019.

V. REFERENCE(S)

Draft Interlocal Agreement

VI. 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

INTERLOCAL AGREEMENT

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

RECITALS

WHEREAS the City, is engaged in the “Olds Station Sanitary Sewer Expansion Project Phase 2 – Lift Station” involving the reconstruction of the existing Olds Station Lift Station at 2435 Euclid Ave, Wenatchee, Chelan County, Washington (collectively the “Project”), as generally depicted on the Project map included in the City’s bid package; and

WHEREAS the CITY is the sanitary sewer purveyor responsible for the regional Publicly Owned Treatment Works (POTW),

WHEREAS the District owns a certain adjacent parcel of land located at 333 Olds Station Road, specifically identified as Wenatchee Confluence State Park (Park); and

WHEREAS the District has a long-term lease agreement with the Department for the operation and maintenance of the Park; and

WHEREAS the Department owns and maintains its own onsite sanitary sewer collection system (System) internal to the Park including an RV dump station, individual restrooms, sewer effluent pump, flow metering station, and pressurized force main

WHEREAS the System connects and discharges to the POTW at a point north of the Park, approximately 500 feet west of the existing Olds Station Lift Station; and

WHEREAS the Department’s existing metering station does not measure total effluent volume directly but instead registers only pump run-time duration which is, in turn used to estimate the total volume of effluent; and

WHEREAS the practice of indirectly measuring effluent volume has resulted in inaccurate metering and subsequently overbilling of the Department by the City; and

WHEREAS the Parties desire to retrofit the System and install an electromagnetic flow meter to replace the current run-time meter; and

WHEREAS the Parties have worked cooperatively through the design phase to include the replacement of the run-time meter as part of the Project; and

WHEREAS the City publicly bid the Project on or around December 5, 2018 and awarded the bid contract (“City Project Contract”) to KRCL, LLC (“City Contractor”); and

WHEREAS the lump sum bid item cost for the meter, meter vault, and meter control assembly totaled \$70,000 plus applicable sales tax.

The Parties desire to continue their cooperative efforts during the construction of the Project by City Contractor as set forth in this Agreement.

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

- 1. Purpose.** The purpose of this Agreement is to allocate a cost share for all Parties and establish the roles and responsibilities for each Party both during construction of the Project and future operation of the System.
- 2. Scope of Work.** The Scope of City Work for construction of the new metering apparatus (Improvements) within the Park is as follows:
 - a. Sawcut, remove and dispose of existing asphalt pavement;
 - b. Expose and connect to the existing force main piping;
 - c. Install new electromagnetic flow meter, meter vault, isolation valves, valve boxes and piping;
 - d. Install new flow meter pedestal and control panel assembly;
 - e. Install new electrical conduit and conductors from the existing lift station to the new flow meter vault;
 - f. Replace existing asphalt pavement, and striping; and
 - g. Restoration of affected landscape to its pre-construction condition.
- 3. City's Obligations.** Subject to the provisions of this Agreement and in accordance with the final plans, specifications and construction documents, the City shall:
 - a. Cause to be constructed the items listed in Section 2;
 - b. Administer the Project Contract, including:
 - Scheduling the construction work;
 - Management of the Project budget;
 - Coordinating with and providing direction to the City's Contractor;
 - Administration of change orders subject to District's and Department's approval in advance of any change orders affecting the Scope of the Work described in Section 2 or additional costs therefor;

- Provide field engineering, including survey control and construction staking, through City Contractor.
- c. Upon final project completion, take ownership and maintenance responsibilities for the new flow meter, meter vault, valving, pipe and appurtenances between the two shutoff valves and controller assembly;

4. Department's Obligations. Subject to the provisions of this Agreement the Department shall:

- a. Provide access to the City and City's Contractor as needed for the construction of the new meter and vault assembly including any temporary shutdowns necessary to complete the Work.
- b. Allow the City's Contractor to temporarily stage equipment, materials and excavated spoils in three parking stalls immediately adjacent to the construction area.
- c. Provide a lump-sum payment to the City in the amount of \$20,000 for its portion of the costs associated with the Work not including applicable Washington State sales tax.
- d. Continue to comply with the conditions of service and agree that all previous payments and credits made to the Department's sanitary sewer billing account are to be applied to the remaining construction costs.
- e. Agree to provide power to the meter vault and controller apparatus until such time as sewer service is no longer required.
- f. Own, operate, and maintain all elements of the System including but not necessarily limited to the force main upstream of the connection point to the POTW with the exception of the improvements listed in Section 2 b.

5. District's Obligations. Subject to the provisions of this Agreement the District shall:

- a. Provide a lump-sum payment to the City in the amount of \$34,000 for its portion of the costs associated with the work not including applicable Washington State sales tax;
- b. Provide a permanent and perpetual easement to the City for the purpose of owning, operating, and maintaining the meter, meter vault, valving, controller and pedestal. Said easement shall constitute a covenant and run with title to the Park site;
- c. Agree to allow the City to install remote wireless telemetry on the meter controller pedestal including mast arm and antennae as may be required during future system upgrades.

6. Duration and Termination. This Agreement shall become effective upon the filing of the executed Agreement with the Chelan County Auditor, or alternatively listed by subject on District's web site pursuant to RCW 39.34.040. This agreement will terminate at such time as the Parties mutually agree to terminate sanitary sewer service to the Park and abandon the Improvements constructed with the Project.

7. **Cost.** City's costs associated with construction of the Improvements shall be determined by actual quantity and line item cost for that portion of the Project set out in the lowest responsible bid included in the City Project Contract for the entire Project accepted by the City, plus any change orders, or the portion thereof, attributable to accommodating the Department's System, approved by the District or Department. The District and Department shall reimburse the City's costs as set forth herein and including Washington State sales tax in accordance with WAC 458-20-170.
8. **Payment.** Upon receipt of a correct invoice from the City, the District and Department shall make payments to the City consistent with Section 3 and 6 identified herein after completion of the Project. Payment will be due within 20 days of the date a correct invoice is mailed by the City to the District.
9. **Records.** The City shall keep and maintain accurate and complete cost records pertaining to City Project Contract. Each party shall have full access and the right to examine any such records during the term of this Agreement. All records, books, documents and other materials maintained, prepared, or issued by the City in the implementation of this Agreement shall be the property of the City, which shall have the responsibility of the retention and release of those materials.
10. **Mutual Indemnity.** The District shall indemnify, defend and hold harmless the City and the Department, their officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the District, its officers, agents, and employees, in connection with the Work described in this Agreement, or arising out of the District's, its officer's, agent's and/or employee's non-observance or non-performance of any law, ordinance, or regulation applicable to the Work.

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

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

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

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

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

11. **Severability.** In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All other provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions.
12. **Attorney's Fees.** In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this agreement, such enforcing party shall be entitled to compensation for its reasonable attorneys' fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorneys' fees and costs as determined by the court.
13. **Construction.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.
14. **Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.
15. **Governing Law, Venue.** This Agreement is governed by the laws of the state of Washington, without regard to its conflict of law provisions. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.
16. **Public Disclosure.** The obligations of the parties regarding confidential information may be subject to state and federal public disclosure laws, as now exist or as may be hereafter amended. The parties may disclose confidential information to the extent it is required to be disclosed pursuant to the public disclosure laws. If a public disclosure of confidential information is requested, the party receiving the request agrees to notify the other of such

request at least ten (10) business days prior to disclosure being made. The other party may immediately seek a protective order in the appropriate court. The receiving party will reasonably cooperate with the other in such action, but is under no obligation to obtain or seek any court protection.

17. Relationship of Parties. The Parties intend that an independent contractor relationship will be created by this Agreement. The conduct and control of the Project Contract and safety measures required by Project Contract lie solely with the City and its Contractor. Neither party, their officers, employees, agents, contractors or subcontractors shall be considered an agent or employee of the other for any purpose and neither party is entitled to any of the benefits that the other provides for its respective employees.

**APPROVED BY
CITY OF WENATCHEE**

this _____ day of _____, 2019.

By: _____

Name: _____

Title: _____

Attest: _____

**APPROVED BY
PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY, WASHINGTON**

this _____ day of _____, 2019.

By: _____

Name: _____

Title: _____

Attest: _____

**APPROVED BY
WASHINGTON STATE PARKS DEPARTMENT**

this _____ day of _____, 2019.

By: _____

Name: _____

Title: _____

Attest: _____