



**WENATCHEE CITY COUNCIL**  
**Thursday, February 14, 2019**  
Wenatchee City Hall Council Chambers  
301 Yakima Street, 2<sup>nd</sup> Floor  
Wenatchee, WA 98801

**AGENDA**

**4:45 p.m. Executive Session**

Executive session to consider the acquisition of real estate when public knowledge regarding such consideration would cause a likelihood of increased price; and to discuss with legal counsel matters relating to potential litigation to which the city may become a party, when public knowledge regarding such discussion is likely to result in an adverse legal or financial consequence to the agency.

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

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

**2. Consent Items:**

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

Vouchers:

Claim checks #189196 through #189285 in the amount of \$528,182.46 for January 18, 2019

Claim checks #189195 through #189336 in the amount of \$308,539.90 for January 25, 2019

Wires #1457 and #1458 in the amount of \$36,886.99 for January 25, 2019

Claim checks #189337 through #189398 in the amount of \$255,873.66 for January 31, 2019

Benefits/Deductions checks in the amount of \$855,274.66 for January 31, 2019

Claim checks #189413 through #189423 in the amount of \$8,818.57 for January 31, 2019

Payroll distribution in the amount of \$451,550.02 for February 5, 2019

Payroll distribution in the amount of \$1,423.46 for February 5, 2019

Payroll distribution in the amount of \$337.49 for February 5, 2019

Claim checks #189424 through #189452 in the amount of \$346,827.19 for February 8, 2019

- *Motion for City Council to accept the work performed by the contractor, Pipkin Construction, on the Red Apple Road Preservation Project, City Project No. 1607*
- *Motion for City Council to adopt Ordinance No. 2019-06, establishing pay ranges for temporary employees for calendar year 2019, and repealing Ordinance No. 2018-01.*
- *Motion for City Council to adopt Ordinance No. 2019-07, establishing positions for regular status employment within the City of Wenatchee Management/Administrative Group, fixing the compensation to be paid for the calendar year 2019, and repealing Ordinance No. 2018-02.*
- *Motion for City Council to authorize the Mayor to negotiate a Lease Agreement with Congresswoman Kim Schrier's office.*

### 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.

- World Spay Day Proclamation

### 5. Action Items.

#### A. Pybus Plaza Agreement

Presented by Economic Development Director Steve King

*Motion for City Council to authorize the Mayor to sign an agreement regarding granting a pedestrian easement, and design, construction use, and maintenance of the Pybus Plaza.*

#### B. Annexation 10% Petition – Clennon Annexation

Presented by Community Development Staff

*Motion for City Council to approve the annexation boundary proposed by staff in the council packet labeled as Option #\_\_\_, located in an unincorporated area within the urban growth boundary, to require the adoption of the proposed zoning regulations as it is set forth in the Comprehensive Plan of the City as Residential Single Family and Residential Low, and to require the assumption of existing indebtedness of the city by the area to be annexed.*

#### C. Amendment No. 10 to Service Agreement No. 10-182 with Public Utility District No. 1 of Chelan County

Presented by Police Captain Jim West

*Motion for City Council to authorize the Mayor to sign Amendment No. 10 to the agreement with the Public Utility District No. 1 of Chelan County.*

#### D. Contract for OnBase Document Imaging Software

Presented by Police Captain Edgar Reinfeld

*Motion for City Council to provide authorization for the Mayor to sign the contract with OnBase.*

- E. Wenatchee Federal Building Architectural Services – Design Contract  
Presented by Economic Development Director Steve King

*Motion for City Council to authorize the Mayor to negotiate and enter into a contract with ARC Architects for design through bidding services.*

- F. Amendment to Interlocal Agreement with Chelan County for Inmate Housing Services  
Presented by Finance Director Brad Posenjak

*Motion for City Council to authorize the Mayor to sign the Sixth Amendment to the Interlocal Agreement Between Chelan County and the City of Wenatchee to provide inmate housing services.*

- G. Former Public Works Remediation Project – WSDOE Agreement – Reimbursement  
Presented by Economic Development Director Steve King

*Motion for City Council to authorize the Mayor to negotiate and sign a grant agreement with the Washington State Department of Ecology for cleanup of the Wenatchee Former Public Works Yard project.*

- H. Historic Preservation Board Member Appointment  
Presented by Community Development Director Glen DeVries and Planning Manager Stephen Neuenschwander

*Motion for City Council to approve Resolution No. 2019-08, designating a voting representative (Glenda Travis) to the Historic Preservation Board for a term ending December 31, 2021.*

- I. Convention Center Restroom Upgrade Project 1619 Bid Award  
Presented by Public Works Operations Manager Aaron Kelly

*Motion for City Council to authorize the Mayor to sign the contract with Hildebrand Construction for the Convention Center Restroom Remodel Project 1619 in the amount of \$202,180.*

## **6. Public Hearing Items.**

- J. Cryptocurrency Mining Operations Interim Official Control Extension  
Presented by Community Development Staff

*Motion for City Council to adopt Ordinance No. 2019-04, extending an interim official control relating to cryptocurrency mining operations in the City of Wenatchee, to be effective February 23, 2019, for a period of six (6) months.*

**7. Reports.**

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

**8. Announcements.**

**9. Adjournment.**





## WENATCHEE CITY COUNCIL MEETING

Thursday, January 24, 2019

Wenatchee City Hall  
Council Chambers  
301 Yakima Street, 2<sup>nd</sup> Floor  
Wenatchee, WA 98801

### MINUTES

**In attendance:**

Mayor Frank Kuntz  
Councilmember Jim Bailey  
Councilmember Ruth Esparza (via phone)  
Councilmember Lyle Markhart  
Councilmember Mark Kulaas (via phone)  
Councilmember Mike Poirier

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**Staff in attendance:**

Executive Services Director Allison Williams  
City Attorney Steve Smith  
City Clerk Tammy Stanger  
IS Support Jessi Saucedo  
Public Information Officer Annagrisel Alvarez  
Public Works Director Rob Jammerman  
Finance Director Brad Posenjak  
Economic Development Director Steve King  
Parks, Recreation & Cultural Services Director David Erickson  
Community Development Director Glen DeVries  
Project Manager Charlotte Mitchell  
Operations Manager Aaron Kelly  
Code Enforcement Officer Lance Merz  
Code Enforcement Officer John Fairbanks  
Building Official Cliff Burdick

Mayor Frank J. Kuntz called the meeting to order at 4:45 p.m. for the purpose of meeting in executive session. Councilmembers Jim Bailey, Lyle Markhart and Mike Poirier were present, with Councilmembers Ruth Esparza and Mark Kulaas participating via phone conference.

#### **4:45 p.m. Executive Session**

**Motion by Councilmember Jim Bailey to meet in executive session, with legal counsel present, for a time period not to exceed 30 minutes, 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). Councilmember Lyle Markhart seconded the motion. Motion carried (5-0).**

Council adjourned from executive session at 5:12 p.m.

## 5:15 p.m. Regular Meeting

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

Mayor Frank J. Kuntz called the regular meeting to order at 5:15 p.m. Councilmember Mike Poirier led the Pledge of Allegiance. Councilmembers Ruth Esparza and Mark Kulaas participated in the meeting via phone conference. The excused absences of Councilmembers Linda Herald and Keith Huffaker were noted for the record.

### 2. Consent Items:

Motion by Councilmember Jim Bailey to approve agenda, vouchers, and minutes from previous meetings and Resolution No. 2019-02, designating voting representatives on behalf of the City to various community boards, councils and organizations. Motion seconded by Councilmember Lyle Markhart. Motion carried (5-0).

### 3. Citizen Requests/Comments.

John Marshall, 3620 Westridge, Wenatchee, spoke of his concerns with the Blackrock development related to wildlife, traffic, aesthetics, and fire.

The Mayor explained the land use process in the city. The Council has no authority to review or alter the Hearing Examiner's preliminary approval, including any conditions of approval. The Mayor reviews the final plat only to ensure the conditions of approval have been met.

Karen Kornher, 4700 Northridge, Wenatchee, spoke of her concerns with wildfires and the Blackrock development.

The Mayor addressed Ms. Kornher's concerns and explained that the City has done considerable work addressing wildfires through the Wildland Urban Interface Code and becoming a "Firewise" Community (CPAW process).

Suzanne Hartman, 1715 Skyline Drive, Wenatchee, addressed the Council with her concerns about the Blackrock development and asked "is this the right thing to do?"

Fred Deal, 1721 Skyline Drive, Wenatchee, spoke of his concern with the Blackrock development and the steep hillside and traffic congestion and asked "is this the right thing to do?"

Cristina Eppers, 10 South Cove, Unit 3-A, spoke of her concerns with the Blackrock development regarding fire, safety, access behind property, habitat, view, run-off and erosion.

Ashley Olson, 1818 Skyline Drive, Wenatchee, thanked the Mayor for sharing the city's role, and shared her concern about protecting the community from fire, erosion, etc., and asked the Council to take a look at the "greater community good."

#### 4. Presentations.

- Special Recognition – Mayor Kuntz presented awards to Code Enforcement Officers Lance Merz and John Fairbanks who helped a family escape from a burning home on November 28, 2018.
- Introduction of New Museum Director Keni Sturgeon. Linda Haglund (WDA Director and Museum Board Member) introduced the new Museum Director, Keni Sturgeon, to the City Council. Keni plans to provide quarterly updates and asked the Council to let her know how she can best keep them informed.
- Hearings Examiner Annual Report Andy Kottkamp. Hearings Examiner Andy Kottkamp presented his annual report to the City Council. Andy has been the City's Hearings Examiner since 2008. (Annual report on file).
- Chelan County PUD Strategic Plan. Chelan County PUD Managing Director of District Services Justin Erickson, together with PUD Commissioners Dennis Bolz and Garry Arsenault, presented an overview of the strategic planning process and asked for City participation with this substantial update to help guide the PUD for years to come.

#### 5. Action Items.

##### A. Budget Request for Staffing Needs

Executive Services Director Allison Williams and Finance Director Brad Posenjak presented the staff report. Council commented and asked questions.

*Motion by Councilmember Jim Bailey by to authorize 2019 staffing additions as presented. Motion seconded by Councilmember Mike Poirier. Motion carried (5-0).*

##### B. Saddlerock Interim Remedial Action Consultant Selection

Parks, Recreation and Cultural Services Project Manager Charlotte Mitchell presented the staff report. Council asked questions.

*Motion by Councilmember Mike Poirier 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. Motion seconded by Councilmember Jim Bailey. Motion carried (5-0).*

C. City Council Compensation

Executive Services Director Allison Williams presented the staff report. Council asked questions and commented. Council requested additional research and more definition as to whether the changes to Council salaries can be tied to something more objective (built-in automatically, i.e. cost of living adjustments). Staff will present an update to the Council in the next six months. It was noted for the record that this change will not affect the salaries of the current City Council as it does not go into effect until 2022.

*Motion by Councilmember Mike Poirier 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. Motion seconded by Councilmember Lyle Marhart. Motion carried (5-0).*

D. WSU Property Integrated Planning Grant

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

*Motion by Councilmember Jim Bailey 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. Councilmember Lyle Markhart seconded the motion. Motion carried (5-0).*

E. WSU Property Access Agreement

Economic Development Director Steve King presented the staff report.

*Motion by Councilmember Mike Poirier 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. Motion seconded by Councilmember Jim Bailey. Motion carried (5-0).*

F. Purchase and Sale Agreement with the Estate of Alice Jewell Brandt

Executive Services Director Allison Williams presented the staff report.

*Motion by Councilmember Lyle Markhart for City Council to authorize the Mayor's signature on the Purchase and Sale Agreement with the Estate of Alice Jewell Brandt. Councilmember Mike Poirier seconded the motion. Motion carried (5-0).*

- 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 Public Works Director Rob Jammerman. Council asked questions.

*Motion by Councilmember Jim Bailey 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. Councilmember Lyle Markhart seconded the motion. Motion carried (5-0).*

## 6. Reports.

- a. Mayor's Report. The Mayor reported on the following:

- (1) The LocalTel Federal Building Condo Association met yesterday. Things are going well for the association and it has been a pleasure working with LocalTel. The association discussed security, parking lot repaving, and mechanical updates, among other things.
- (2) The PFD board had a scheduled meeting on Tuesday, but only two board members showed up. He wasn't very happy about that.
- (3) He attended the School Board meeting on Tuesday night where city staff presented the board with the Springwater property access proposal. He thanked Councilmembers Jim Bailey and Mike Poirier for attendance at that meeting.
- (4) He is closely watching Olympia, especially as they work through the transportation budget. Allison Williams added that on the legislative front Shiloh Burgess presented the OVOF housing report and they invited her back to meet with the committee chair next week. It was very well received.
- (5) The INFRA grant process has started again.
- (6) The Mayor, Steve King and Allison Williams toured the new Stemilt plant this week.
- (7) He and staff met with Jeff Lucas (owner of the Cascadian fruit warehouse building) about a project he proposed. As previously agreed, curb will be installed near his property on Worthen this year.
- (8) Allison Williams added that there will be a Public Works/Economic Development committee meeting next Tuesday, and a Director's meeting next Thursday.

- b. Reports/New Business of Council Committees

Councilmember Lyle Markhart announced he will be attending the AWC City Action Days on February 13 and 14 in Olympia.

**7. Announcements.** None.

**8. Adjournment.** With no further business the meeting adjourned at 7:34 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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

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

**SUBJECT:** Red Apple Road Preservation Project, City Project #1607  
Final Acceptance

**DATE:** February 7, 2019

**MEETING DATE:** February 14, 2019

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**I. OVERVIEW**

The Red Apple Road Preservation Project, City Project No. 1607, was a partially state-funded (TIB) project providing safety improvements for vehicles, pedestrians, and bicycles. The project constructed a mini-roundabout at the intersection of Miller Street and Red Apple Road, installed sidewalks on the north side of the street, repaved Red Apple Road from Miller Street to Okanogan Avenue, installed an illumination system, and replaced the existing water main.

The City Council awarded the project to Pipkin Construction on March 22, 2018 for a contract total of \$1,496,687.01. The project was physically complete as of November 30, 2018, and the final amount paid to Pipkin Construction was \$1,570,719.77. The increase in contract cost is primarily due to additional pavement and water work.

**II. ACTION REQUESTED**

*Staff recommends that the City Council accept the work performed by the contractor, Pipkin Construction, on the Red Apple Road Preservation Project, City Project No. 1607, and further authorize the Mayor to sign the Final Contract Voucher.*

**III. FISCAL IMPACT**

<b>Red Apple Road Preservation</b>	<b>2018 Adopted Budget</b>	<b>Anticipated Final Expenditures*</b>
Transportation Improvement Board	\$1,164,450	\$1,245,264
City Funding	\$930,850	\$707,289
<b>Total</b>	<b>\$2,095,300</b>	<b>\$1,952,553</b>

\*Anticipated Final Expenditures are through December 31, 2018. There will be additional staff time involved in project close-out.

**IV. REFERENCE(S)**

1. Final Contract Voucher
2. 2018 Capital Budget

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**V. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Rob Jammerman, Public Works Director  
Gary Owen, City Engineer  
Natalie Thresher, Contracts Coordinator  
Ruta Jones, Administrative Assistant





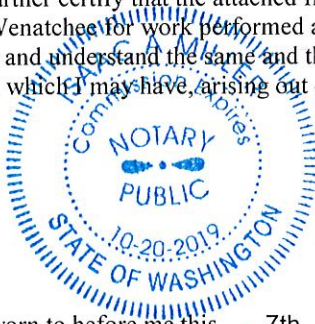
**City of Wenatchee  
Department of Public Works**

**Final Contract  
Voucher Certificate**

Contractor <b>Pipkin Construction</b>			
Street Address <b>P.O. Box 3181</b>			
City <b>Wenatchee</b>	State <b>WA</b>	Zip <b>98807</b>	Date <b>12/15/18</b>
State Project Number <b>TIB#8-3-160(029)-1</b>	Federal-Aid Project Number <b>N/A</b>	Highway Number <b>N/A</b>	
Job Description (Title) <b>Red Apple Road Preservation</b> <span style="float: right;"><b>City of Wenatchee Project No. 1607</b></span>			
Date Work Physically Completed <b>11/30/2018</b>		Final Amount <b>\$1,570,719.77</b>	

**Contractor's Certification**

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



*[Handwritten Signature]*  
Contractor Authorized Signature Required

Brian E. Parsons  
Type Signature Name

Subscribed and sworn to before me this 7th day of January 2019

X *[Handwritten Signature]* Notary Public in and for the State of Washington,  
residing at 104 N Joseph Ave East Wenatchee, WA

**City of Wenatchee**

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

X \_\_\_\_\_  
Mayor/or Designee

\_\_\_\_\_  
Date of Acceptance

**Lewis & Clark Sidewalks.** This safe routes to school project will construct full urban upgrades including curb, gutter, sidewalk, illumination, bicycle lanes, and paving to Princeton Street adjacent to Lewis and Clark Elementary School. Enhanced crossing of the roadway will be accomplished along with reconfiguration of the school bus pick-up-drop-off area. The project will also install a new sanitary sewer line in the Princeton right-of-way. Construction of this line extension was identified in the current adopted Sanitary Sewer Comprehensive Plan. Completion of these improvements will bring sanitary sewer service to approximately 7 residences currently discharging to private septic systems as well as an undeveloped parcel across from Lewis and Clark Elementary School.

<b>Lewis &amp; Clark Sidewalks</b>		Prior	2018	Future	Project
Project # 1521	Fund	Years	Budget	Years	Total
<b>Resources</b>					
Complete Streets	109	-	50,000	-	50,000
Federal grant	109	185,000	182,800	-	367,800
Interlocal agreement	109	20,000	144,440	-	164,440
Fund balance	109	7,500	137,060	-	144,560
Fund balance	111	5,200	207,660	-	212,860
Fund balance	401	25,500	77,460	-	102,960
Fund balance	410	11,000	89,410	-	100,410
		254,200	888,830	-	1,143,030
<b>Outlays</b>					
Arterial Streets	109	212,500	514,300	-	726,800
Overlay	111	5,200	207,660	-	212,860
Water & Sewer	401	25,500	77,460	-	102,960
Storm Drain	410	11,000	89,410	-	100,410
		254,200	888,830	-	1,143,030

**SR285 Pedestrian Crossing.** This project will evaluate locations for enhanced pedestrian crossing routes across SR285 (Mission St) and the SR285 Couplet (Chelan Ave) to confirm that anticipated placements best fit typical pedestrian walking patterns. After evaluation/confirmation, it is anticipated to install rectangular rapid- flash beacons (RRFB's) and other pedestrian improvements at Chelan Ave/Spokane St, Mission St/Spokane St, and Mission St/Chelalis St. If the evaluation concludes that different locations are better suited for improvements, the spot improvements will be moved prior to design/construction. Along with the RRFB's, the project will construct curb bulb-outs and other ADA improvements at these intersections.

<b>SR285 Ped X-ing</b>		Prior	2018	Future	Project
Project # 1601	Fund	Years	Budget	Years	Total
<b>Resources</b>					
Federal grant	109	120,000	313,000	-	433,000
Fund balance	109	37,000	31,500	-	68,500
		157,000	344,500	-	501,500
<b>Outlays</b>	109	157,000	344,500	-	501,500

**Red Apple Road.** The project will fill sidewalk gaps, construct roadway illumination, bicycle lanes, and paving between Okanogan and Miller Streets. A mini roundabout will also be constructed at the intersection of Red Apple Road and Miller Street to replace the existing all-way stop configuration. The project will also replace the existing, 10 inch 1952 era steel water line in Red apple from Miller to Fuller as well as a portion of water line in Fuller south of Red Apple. This will improve flow availability to the hospital as well as improve the water transmission infrastructure downstream of the Crawford Pump Station.

<b>Red Apple Road</b>		Prior	2018	Future	Project
Project # 1607	Fund	Years	Budget	Years	Total
<b>Resources</b>					
Trans. Impr. Board	109	80,000	1,084,450	-	1,164,450
Fund balance	109	65,000	260,300	-	325,300
Fund balance	401	30,000	575,550	-	605,550
		175,000	1,920,300	-	2,095,300
<b>Outlays</b>					
Arterial Streets	109	145,000	1,344,750	-	1,489,750
Water & Sewer	401	30,000	575,550	-	605,550
		175,000	1,920,300	-	2,095,300

## Council Agenda Report

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**To:** Mayor Frank Kuntz  
City Council Members

**From:** Kari Page, Director of Human Resources

**RE:** **Ordinance No. 2019-06**

**Date:** February 14, 2019

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**Overview / Background:**

Ordinance No. 2019-06 establishes pay ranges for temporary employees for calendar year 2019 and repeals Ordinance No. 2018-01.

The Washington State minimum wage increased by \$0.50 cents to \$12.00 effective January 1, 2019.

**Budget Impact:**

Compensation is incorporated into the approved 2019 budget.

**Action Requested:**

Motion to approve Ordinance No. 2019-06, which establishes pay ranges for temporary employees hired during calendar year 2019 and repeals Ordinance No. 2018-01.

**ORDINANCE NO. 2019-06**

**AN ORDINANCE**, establishing pay ranges for temporary employees for the calendar year 2019, and repealing Ordinance No. 2018-01.

**WHEREAS**, Ordinance No. 2018-01 directed the Director of Human Resources to establish hiring procedures for temporary employees, and

**WHEREAS**, Ordinance No. 2018-01 directed the Director of Human Resources, together with the Mayor, to establish wage ranges for temporary employees.

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

**SECTION I**

Attached hereto as Exhibit "A" are general guidelines for hiring, maintaining and promoting temporary employees of the City of Wenatchee.

**SECTION II**

Attached hereto as Exhibit "B" are the temporary positions and pay ranges for the calendar year 2019.

**SECTION III**

That this Ordinance shall take effect thirty days from and after publication as provided by law, and be applied retroactively to January 1, 2019.

**SECTION III**

That prior Ordinance No. 2018-01 shall be and hereby is repealed to the extent it is in conflict herewith.

**PASSED BY THE CITY COUNCIL OF THE CITY OF  
WENATCHEE** at a regular meeting thereof this 14<sup>th</sup> day of February, 2019.

CITY OF WENATCHEE, a Municipal corporation

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

ATTEST:

By: \_\_\_\_\_  
Tammy Stanger, City Clerk

APPROVED:

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

## EXHIBIT "A"

### GENERAL GUIDELINES FOR HIRING, MAINTAINING AND PROMOTING TEMPORARY EMPLOYEES

#### Objective:

It is the objective of the City of Wenatchee to provide a stable work environment for its employees and to employ the best person to accomplish the task consistent with State and Federal guidelines. It is further the objective of the City of Wenatchee to provide an equal opportunity to any individual seeking employment whether as a regular or temporary employee.

#### Procedures:

The Mayor, together with the Director of Human Resources, shall establish and maintain general guidelines for the hiring of temporary employees. The guidelines shall include appropriate wage ranges for temporary employees to be used by Department Directors in hiring such employees.

Hiring of temporary employees shall provide for an objective means of selecting persons for such employment. There shall be an equal opportunity for all persons interested in employment with the City of Wenatchee to seek and obtain such employment. To promote such a practice, Department Directors shall work with Human Resources to determine how to announce or otherwise make available temporary work opportunities with the City of Wenatchee.

A Department Director may hire temporary employees who have worked previously for the City of Wenatchee after approval from the Director of Human Resources. A returning temporary employee shall mean a person previously employed by the City of Wenatchee within the past 18 months.

No person shall be employed by the City of Wenatchee until an application and all other required documentation has been received and approved by Human Resources. At the time of hiring, the exact position and rate of pay shall be established. Notice of hiring establishing the position and rate of pay shall be provided by Human Resources.

No offer of employment may be made outside of these guidelines or existing Ordinances unless authorized, in writing, by the Mayor.

Within the first three (3) days of employment, an orientation for the new employee will be held. During the orientation, all employment forms shall be reviewed and completed.

EXHIBIT "B"

**2019  
TEMPORARY POSITIONS AND PAY RANGES**

The following table sets forth the most commonly utilized temporary positions and the wage range for each. The Department Director authorizes any employment for the following positions within the wage range set forth. Any employment for a position not set forth in the following table or for a position other than within the following pay range shall require City Council approval.

<u>Position</u>	<u>Start Pay</u>	<u>Top Pay</u>
General Office	\$12.00	\$20.00
Recreation Leader	\$12.00	\$20.00
Pool Staff	\$12.00	\$20.00
Maintenance Worker	\$12.00	\$20.00
Utility Worker	\$12.00	\$20.00
Intern	\$12.00	\$18.00

## Council Agenda Report

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**To:** Mayor Frank Kuntz  
City Council Members

**From:** Kari Page, Director of Human Resources

**RE:** **Ordinance No. 2019-07**

**Date:** February 14, 2019

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### **Overview / Background:**

Ordinance No. 2019-07 establishes positions for regular status employment within the Management and Administrative Group and fixes the compensation to be paid for calendar year 2019, per Exhibit "A" (Management/Administrative Group Wage Schedule).

- Exhibit "A" reflects budgeted new and reclassified positions.

This ordinance repeals Ordinance No. 2018-02.

### **Budget Impact:**

Compensation is incorporated into the approved 2019 budget.

### **Action Requested:**

Motion to approve Ordinance No. 2019-07 which establishes positions for regular status employment within the City of Wenatchee Management and Administrative Group, fixing the compensation to be paid for calendar year 2019 and repeals Ordinance No. 2018-02.



**ORDINANCE NO. 2019-07**

**AN ORDINANCE**, establishing positions for regular status employment within the City of Wenatchee Management/Administrative Group, fixing the compensation to be paid for the calendar year 2019, and repealing Ordinance No. 2018-02.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE DO ORDAIN AS FOLLOWS:**

**SECTION I**

The City of Wenatchee does hereby create and establish those regular full-time and part-time employment positions as set forth on Exhibit “A” attached hereto and by this reference incorporated herein as though fully set forth. The wage range for these positions shall be as set forth on Exhibit “A”.

**SECTION II**

That this Ordinance shall take effect thirty days from and after publication as provided by law, and be applied retroactively to January 1, 2019.

**SECTION III**

That prior Ordinance No. 2018-02 shall be and hereby is repealed to the extent it is in conflict herewith.

**PASSED BY THE CITY COUNCIL OF THE CITY OF  
WENATCHEE** this 14<sup>th</sup> day of February, 2019.

CITY OF WENATCHEE, a municipal corporation

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

ATTEST:

By: \_\_\_\_\_  
Tammy Stanger, City Clerk

APPROVED:

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

**City of Wenatchee  
Management & Administrative Group Wage Schedule**

January 1 - December 31, 2019

<b>Job Title</b>	<b>Step 1</b>	<b>Step 2</b> 105%	<b>Step 3</b> 105%	<b>Step 4</b> 105%	<b>Step 5</b> 106%
Police Chief	8,767.28	9,205.65	9,665.93	10,149.23	10,758.18
Public Works Director	8,548.11	8,975.52	9,424.29	9,895.51	10,489.24
Community Development Director	8,328.92	8,745.36	9,182.63	9,641.76	10,220.27
Economic Development Director	8,328.92	8,745.36	9,182.63	9,641.76	10,220.27
Executive Services Director	8,328.92	8,745.36	9,182.63	9,641.76	10,220.27
Finance Director	8,328.92	8,745.36	9,182.63	9,641.76	10,220.27
Police Captain	8,328.92	8,745.36	9,182.63	9,641.76	10,220.27
City Engineer	7,737.14	8,123.99	8,530.19	8,956.70	9,494.11
Human Resources Director	7,737.14	8,123.99	8,530.19	8,956.70	9,494.11
Information Systems Director	7,737.14	8,123.99	8,530.19	8,956.70	9,494.11
Parks, Recreation & Cultural Services Director	7,737.14	8,123.99	8,530.19	8,956.70	9,494.11
Assistant Finance Director	7,132.19	7,488.80	7,863.23	8,256.40	8,751.78
Engineering Services Manager	7,132.19	7,488.80	7,863.23	8,256.40	8,751.78
Public Works Operations Manager	7,132.19	7,488.80	7,863.23	8,256.40	8,751.78
Utilities Manager	7,132.19	7,488.80	7,863.23	8,256.40	8,751.78
Building/Fire Official	6,960.09	7,308.09	7,673.50	8,057.17	8,540.60
Planning Manager	6,960.09	7,308.09	7,673.50	8,057.17	8,540.60
Development Review Engineer	6,671.90	7,005.50	7,355.77	7,723.56	8,186.98
Senior Engineer - Utilities	6,671.90	7,005.50	7,355.77	7,723.56	8,186.98
Capital Project Manager	6,413.27	6,733.93	7,070.63	7,424.16	7,869.61
Environmental Manager	6,413.27	6,733.93	7,070.63	7,424.16	7,869.61
Facilities Manager	6,413.27	6,733.93	7,070.63	7,424.16	7,869.61
Project Engineer	6,413.27	6,733.93	7,070.63	7,424.16	7,869.61
Utilities Assistant Manager	6,413.27	6,733.93	7,070.63	7,424.16	7,869.61
Wastewater Supervisor	6,413.27	6,733.93	7,070.63	7,424.16	7,869.61
Network Administrator	6,373.79	6,692.48	7,027.10	7,378.46	7,821.17
Street Maintenance Supervisor	6,062.58	6,365.70	6,683.99	7,018.19	7,439.28
Storm/Sewer Collections Supervisor	6,062.58	6,365.70	6,683.99	7,018.19	7,439.28
Water Distribution Supervisor	6,062.58	6,365.70	6,683.99	7,018.19	7,439.28
Accounting Supervisor	5,936.50	6,233.32	6,544.99	6,872.24	7,284.57
GIS Manager	5,936.50	6,233.32	6,544.99	6,872.24	7,284.57
Police Support & Technical Services Manager	5,936.50	6,233.32	6,544.99	6,872.24	7,284.57
Public Works Business Manager	5,936.50	6,233.32	6,544.99	6,872.24	7,284.57
Senior Planner	5,936.50	6,233.32	6,544.99	6,872.24	7,284.57
Recreation Supervisor	5,689.30	5,973.76	6,272.45	6,586.07	6,981.23
Accountant	5,606.68	5,887.01	6,181.37	6,490.43	6,879.86
Parks Maintenance Supervisor	5,606.68	5,887.01	6,181.37	6,490.43	6,879.86
Building/Fire Inspector	5,408.11	5,678.51	5,962.44	6,260.56	6,636.20
City Clerk	5,408.11	5,678.51	5,962.44	6,260.56	6,636.20
Fleet Supervisor	5,408.11	5,678.51	5,962.44	6,260.56	6,636.20
Network Specialist	5,408.11	5,678.51	5,962.44	6,260.56	6,636.20
Plans Examiner	5,408.11	5,678.51	5,962.44	6,260.56	6,636.20
Public Service Supervisor	5,408.11	5,678.51	5,962.44	6,260.56	6,636.20
Contracts Coordinator	5,100.03	5,355.03	5,622.78	5,903.92	6,258.16
Housing Program Coordinator	5,100.03	5,355.03	5,622.78	5,903.92	6,258.16
Associate Planner	4,872.48	5,116.11	5,371.91	5,640.51	5,978.94
Accreditation & Administration Coordinator	4,729.70	4,966.18	5,214.49	5,475.22	5,803.73
Human Resources Coordinator	4,729.70	4,966.18	5,214.49	5,475.22	5,803.73
Public Information Officer/Deputy Clerk	4,729.70	4,966.18	5,214.49	5,475.22	5,803.73
Building Inspector	4,637.90	4,869.79	5,113.28	5,368.95	5,691.08
Code Compliance Officer	4,637.90	4,869.79	5,113.28	5,368.95	5,691.08
Code Compliance Officer/Building Inspector	4,637.90	4,869.79	5,113.28	5,368.95	5,691.08
Housing & Community Planner	4,637.90	4,869.79	5,113.28	5,368.95	5,691.08
IS Support Technician	4,637.90	4,869.79	5,113.28	5,368.95	5,691.08
Administrative Assistant	4,401.68	4,621.76	4,852.85	5,095.50	5,401.22
Mayor					8,500.00

## PROCLAMATION WORLD SPAY DAY 2019

**WHEREAS**, pets provide companionship to 65% of U.S. households; and

**WHEREAS**, 2.4 million healthy and adoptable cats and dogs are put down in animal shelters each year due to a lack of critical resources and public awareness; and

**WHEREAS**, nearly 90% of pets living in poverty, and 98% of community (feral and stray) cats are unaltered; and

**WHEREAS**, spaying and neutering has been shown to dramatically reduce the number of animals who are put down in animals shelters; and

**WHEREAS**, programs exist to assist with the cost of spaying or neutering pets living in poverty and community cats; and

**WHEREAS**, the Spay/Neuter Program at the Wenatchee Valley Humane Society performed 2,864 Spay/Neuter surgeries in 2018 and have significantly reduced the intake and euthanasia of animals since the program's inception in 1988; and

**WHEREAS**, veterinarians, national and local animal protection organizations, and private citizens worked together to advocate the spaying and neutering of pets and community cats through "World Spay Day" in the United States and throughout the world in 2019; and

**WHEREAS**, veterinarians, national and local animal protection organizations, and private citizens have joined together again to advocate the spaying or neutering of pets and community cats on "World Spay Day 2019":

**NOW THEREFORE, I**, Frank Kuntz, Mayor of the City of Wenatchee do hereby proclaim February 26<sup>th</sup>, 2019 to be in our City, "World Spay Day" and call upon the people of Wenatchee to observe the day by having their own pets spayed or neutered or by sponsoring the spaying or neutering of a pet in need.

IN WITNESS WHEREOF, I hereby set my hand and cause the seal of the City of Wenatchee to be affixed on this 14<sup>th</sup> day of February, 2019.



  
\_\_\_\_\_  
FRANK J. KUNTZ, Mayor

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



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

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

**SUBJECT:** Pybus Plaza Agreement

**DATE:** February 8, 2019

**MEETING DATE:** February 14, 2019

**I. OVERVIEW**

The area just south of the Pybus Public Market is known as the Pybus Plaza area. Presently the area is a roughly improved area that encompasses a vacated portion of Orondo. The area is connected to Riverfront Park by a stairway. As envisioned in the Waterfront Subarea Plan, the extension of Orondo Street as a pedestrian plaza was a key feature that connected the downtown to the waterfront. The area was also envisioned to be a pedestrian friendly area to support development of the South Node.



*Figure 5. Encourage the development of a restaurant and other active pedestrian-oriented uses adjacent to the boat basin area.*



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

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In 2009, the city was awarded Local Revitalization funding to support redevelopment of the waterfront. This funding included the an allocation of \$300,000 toward improving that portion of vacated Orondo Street. To this date, \$60,000 of this allocation has been used to build the stairs and ADA ramps leading into the park. The remaining \$240,000 has been slated to be used to improve this area known as the Pybus Plaza.

This agreement establishes a shared relationship between the City of Wenatchee (owner of the property under the Pybus Market), South of Pybus, LLC (owner of the southerly half of vacated Orondo Ave.), and the Pybus Market Charitable Foundation (operator of the Pybus Public Market).

The key obligations of each party are set forth in the attached agreement which are summarized as follows:

1. The Pybus Market Charitable Foundation will construct a plaza substantially as shown in the attachments to the agreement.
2. The City will contribute \$240,000 of Local Revitalization Funding to the cost of the project.
3. The Pybus Market Charitable Foundation will maintain the plaza.
4. The City will maintain the underground utilities currently present in the plaza area.
5. The City and South of Pybus, LLC, will provide a pedestrian easement between Worthen Street and the Park.

**II. ACTION REQUESTED**

*Staff recommends the City Council authorize the Mayor to sign an agreement regarding granting a pedestrian easement, and design, construction, use, and maintenance of the Pybus Plaza.*

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

The 2019 budget includes investment of Local Revitalization Funds in this project in the amount of \$240,000. The city dedicated these funds according to the Local Revitalization ordinance of 2009 and as amended thereafter.

**IV. PROPOSED PROJECT SCHEDULE**

The Pybus Market Charitable Foundation desires to construct the plaza this year.

**V. REFERENCE(S)**

1. Pybus Plaza Agreement.

**VI. ADMINISTRATIVE ROUTING**

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

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

Reference numbers of related documents: 8806170050; 8806170051; and 8806170052

Grantors:

1. City of Wenatchee;
2. Pybus Market Charitable Foundation;
3. South of Pybus, LLC

Grantees/Beneficiaries:

1. City of Wenatchee;
2. Pybus Market Charitable Foundation;
3. South of Pybus, LLC

Legal Description:

1. Lots 13-20, Block 7, Riverfront Addition to the City of Wenatchee
2. Lots 1-32, Block 4, Riverfront Addition to the City of Wenatchee
3. Lot B, BLA 2012-233WE, Block 4, Riverfront Addition, to the City of Wenatchee
4. Additional legal description is on page 3 of document

Assessor's Property Tax Parcel Account Number(s): 22 20 03 82 109; 22 20 03 82 102; and 22 20 03 82 026

**AGREEMENT RE: GRANTING A PEDESTRIAN EASEMENT, AND DESIGN,  
CONSTRUCTION, USE AND MAINTENANCE OF PYBUS PLAZA**

This Agreement is made and entered into by and between the City of Wenatchee, a municipal corporation of the State of Washington (the "City"), Pybus Market Charitable Foundation, a Washington non-profit corporation (the "Foundation"), and South of Pybus, LLC, a Washington limited liability company ("SOP"). The City, the Foundation and SOP are sometimes referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

WHEREAS, the City has adopted and is implementing projects within the Waterfront Subarea Plan; and

AGREEMENT RE: GRANTING A PEDESTRIAN EASEMENT, AND  
DESIGN, CONSTRUCTION, USE AND MAINTENANCE OF  
PYBUS CENTRAL PLAZA

WHEREAS, the City as has partnered with the Foundation to develop and enhance the public market as an important public asset in the South Node of the waterfront and downtown; and

WHEREAS, the City was awarded Local Revitalization Financing (LRF) to help fund public infrastructure on the waterfront that stimulates private investment such as the public market; and

WHEREAS, the City, the Port of Chelan County, and the Foundation have entered into development agreements to build the Pybus Market, parking, and stairs accessing the park using LRF funding; and

WHEREAS, the City has committed \$240,000 of LRF funding toward the development of a plaza as described herein; and

WHEREAS, the proposed plaza provides an important pedestrian access to the waterfront from the Orondo corridor as envisioned in the waterfront subarea plan; and

WHEREAS, the proposed plaza is located over vacated Orondo Street encumbered by a utility easement in which permanent buildings cannot be built; and

WHEREAS, the proposed plaza is located over underlying ownership split between the City and SOP; and

WHEREAS, the City has entered into a lease with the Foundation for operation of the Pybus Market including the City's ownership of one-half of the vacated Orondo Street; and

WHEREAS, the parties to this Agreement will receive mutual benefit with the completion of the plaza to encourage development north and south of the plaza; and

WHEREAS, the plaza will serve as a gathering place as well as pedestrian access to the park; and

WHEREAS, the plaza provides vehicle access from the intersection of Orondo Avenue and Worthen Street to the Pybus Market parking lot and SOP lot; and

WHEREAS, the Foundation desires to build the plaza on behalf of the Parties; and

WHEREAS, the City has partnered with the Chelan County PUD to fund additional parking on River Road which is accessed by the plaza and the stairs into the park.



## AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth below, the parties agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated fully herein by this reference.

2. **Property.**

2.1 **SOP Property.** SOP represents and warrants that it owns the real property described as follows (the “SOP Property”):

Lots 13-20, Block 7, Riverfront Addition to the City of Wenatchee, Chelan County, Washington, less City right-of-way.

2.2 **City Property.** The City represents and warrants that it owns the real property described as follows (the “City Property”):

Lots 1-32 and vacated alley and street, less fifteen feet for Worthen right-of-way, Block 4, Riverfront Addition to the City of Wenatchee, Chelan County, Washington.

and

Lot B, BLA 2012-233WE, Block 4, Riverfront Addition to the City of Wenatchee, Chelan County, Washington.

2.3 **Foundation Lease.** The Foundation represents and warrants that it is the lessee on a long term lease with the City on the City Property described above.

3. **Prior Easements.**

3.1 **Orondo Vacation Easement.** A portion of Orondo Street located east of Worthen Street was vacated in 1981 and 1984. As a result of the vacation of Orondo Street, agreements were entered by the prior owners of the City Property and the SOP Property regarding shared parking and access easements, which are recorded at Chelan County Auditor Nos. 8806170050, 8806170051, and 8806170052 (the “Orondo Easements”). In addition, the City reserved utility easements located within the Pybus Plaza as a result of the Orondo Street vacation process as set forth in City of Wenatchee Ordinance Nos. 2461 and 2546 (“City Utilities”).

- 3.2 Prior Agreements with City.** The City and the predecessors in interest of SOP entered into unrecorded agreements, which included commitments by SOP's predecessor's in interest to grant (a) the City a pedestrian access corridor easement approximately twenty (20) feet in width, with the centerline being the historical centerline of vacated Orondo Street (the "City Easements"), and (b) to dedicate property along Worthen Street for public road improvements constructed by the City. With regard to the unrecorded agreements, the dedication of property for the Worthen Street improvements has already occurred, but the formal grant of the City Easements has not occurred at this time. In light of Section 3.3 below, the Parties agree that the obligations set forth in the unrecorded agreements have been fully satisfied, and the 20 foot wide pedestrian access corridor described above as the City Easements are terminated and of no further force or effect.
- 3.3 Grant of Pedestrian Easement.** SOP hereby warrants, grants and conveys to the City an easement for the purposes of pedestrian traffic over, across and upon that portion of the Central Plaza and Plaza Entry constructed for pedestrian traffic from Worthen Street, to the public park as designated in Exhibit "B." Each Party shall retain the right to locate permanent outdoor seating on their property up to the boundary of the Plaza, provided the necessary permits are obtained to do so. The easement granted herein shall be perpetual, run with the land, and shall be binding upon and inure to the successors and assigns of the Parties hereto.
- 3.4 Maintenance of Easement.** The Property is subject to a utility easement. The City shall be solely responsible for maintaining, repairing and replacing the City Utilities, if any, placed in the easement. Any damage caused to the physical components of the Plaza (limited to what is installed pursuant to this agreement, e.g.. lighting, landscaping, pavers, asphalt, concrete paving, sidewalks, curb and gutter) occurring as a result of (a) any total or partial failure of the City Utilities, or (b) the City performing any utility work in and around the Plaza, shall be the sole responsibility of the City. The City shall restore any damage to the components as described above with due diligence to the condition that is equal to or better than the condition that existed prior to said damage. The City agrees that the terms and conditions of this Agreement amend, supplement and govern the rights and responsibilities associated with the easement reserved by the City of the City Utilities.

**4. Pybus Central Plaza and Plaza Entry.**

- 4.1 Pybus Plaza.** The term “Plaza” and “Pybus Plaza” as used herein refer to the Plaza Entry and Central Plaza. The Park Access area is not encompassed in the terms.
- 4.2 Plaza Entry.** This is the shared entry and access to the Foundation leasehold improvements and Pybus parking lot, and the SOP property from Worthen Street. This area is depicted on Exhibit B as the “Plaza Entry”. The access points into the Pybus parking lot and the SOP Property from the Plaza Entry shall have identified pedestrian demarcations. The Plaza Entry includes the Public Way Finding Sign addressed in Section 7. The Plaza Entry will be maintained consistent with Section 4.9, except for the Public Way Finding Sign, which will be maintained as set forth in Section 7.
- 4.3 Central Plaza; Shared Parking.** This area includes pedestrian access, as well as shared parking. This area is depicted on Exhibit B as the “Central Plaza”. The parking and use of the Central Plaza shall be for the benefit of the City Property, currently under lease to the Foundation, and the SOP Property.
- 4.4 Park Access.** This area begins at the eastern end of the Pybus Plaza and consists of the wide stairway and handicap ramp providing access to and from the riverfront park and the Pybus Plaza. This area is depicted on Exhibit B as the “Park Access”. The City and the Chelan County PUD have entered into agreements to allow for the Park Access. Notwithstanding any other provision in this Agreement or in any other agreement or understanding of the Parties, SOP and the Foundation shall not obstruct access to and through the Park Access, including, but not limited to, the handicap access ramp. The Park Access has been constructed pursuant to an Agreement with the City, and the Parties accept and approve the Park Access as constructed. The City shall maintain, repair and replace the Park Access Area, including snow and ice removal.
- 4.5 Design.** The Foundation shall have the authority to design and construct the Central Plaza and the Plaza Entry subject to the reasonable approval of SOP and the City. The design shall be reasonably consistent with the concept reflected in Exhibit A attached hereto; provided, that a shaded or covered area may be built at a later date than set forth in Section 4.8, or not built at all. Design subject to approval by City, SOP, and the Foundation. Such approval shall not be unreasonably withheld or delayed. Agreed upon goals are to create shade, not interfere with the east-west view corridor, not interfere with the maintenance or replacement of utilities, and be cost-effective for construction, maintenance and replacement

- 4.6 Funding.** The City shall contribute \$240,000.00 of LRF funding to the design and construction of the Central Plaza and Plaza Entry. The funds shall be provided on a reimbursement basis upon satisfactory completion of the work, or portions thereof.

The Foundation shall be responsible for any costs for the Central Plaza and Plaza Entry that exceed the \$240,000.00 LRF funding contributed by the City.

- 4.7 Public Works.** The Foundation shall comply with all Public Works Laws, including those related to bidding, bonding, retainage and prevailing wage.

- 4.8 Completion Date.** The Plaza project shall be substantially complete not later than December 31, 2019.

- 4.9 Maintenance.** So long as the Foundation is a tenant of the City on the City Property, the Foundation, at its sole cost, shall maintain, repair and replace the Central Plaza, Plaza Entry and the public way finding sign, including any future or substitute public way finding sign installed in the discretion of the Foundation, and the components thereof, as necessary, to maintain a condition that will be equal to or better than the condition and appearance as of the completion of the construction of the Central Plaza and Plaza Entry, reasonable wear and tear excepted. In the event the Foundation is not a tenant of the City on the City Property, the City shall maintain the Central Plaza and Plaza Entry as set forth above; provided, however, the City shall have the right to assign this obligation to a future tenant of the City Property.

- 5. Foundation Obligations.** The Foundation shall be solely responsible for providing any and all electrical service for any and all lighting and signage on the public way finding sign, provided, however, that the Foundation shall be under no obligation to continue to light or provide electrical service to the public way finding sign if such lighting is not required by applicable City code requirements.

The Foundation shall repair or replace any damage to the Central Plaza or Plaza Entry caused by the Foundation, its agents, contractors, agents, visitors, invitees, and any person or entity entering such area by, through or at the request of the Foundation, or any portion thereof and (b) damage to the Central Plaza or Plaza Entry arising during any construction activities conducted by the Foundation. The work necessary to address the damage as described herein shall be at the sole cost and expense of Foundation.

- 6. SOP Obligations.** SOP shall have no obligation to perform work necessary to maintain, repair or replace any portion of the Central Plaza or Plaza Entry, except as follows:  
(a) damage to the Central Plaza or Plaza Entry caused by SOP, its agents, contractors,

visitors, invitees, and any person or entity entering the Plaza by, through or at the request of the owner of the SOP Property, or any portion thereof and (b) damage to the Central Plaza or Plaza Entry arising during any construction activities conducted on the SOP Property. The work necessary to address the damage as described herein shall be at the sole cost and expense of SOP.

**7. Signage.**

**7.1 Location, Grant of Easement for Public Way Signage.** The Parties agree to the location of a public way finding sign (the “sign bridge” and the “Public Market” sign) as depicted on attached Exhibit A. SOP hereby warrants, grants and conveys to the City, its successors, assigns and tenants, an easement for that portion of the public way finding sign, located on the SOP Property in the approximate locations depicted on Exhibit A. The public way finding sign has been installed by the Foundation and the Parties accept and approve the public way finding sign as installed and constructed. Since this is a public way finding sign, no other signs of any kind or nature (other than that currently in use) shall be installed on the sign bridge.

**7.2 Conveyance of Sign Bridge Structure and Public Way Signage.** The City hereby conveys and transfers to the Foundation the “sign bridge” that was originally transferred to the City, without cost, as a result of the 2012 improvements project for the Sellar Bridge. Upon termination of the Lease Agreement with the City, the Foundation shall convey and transfer to the City the sign bridge and the Public Market public way finding sign installed on the sign bridge. This transfer shall be at no cost to the City.

**7.3 Additional Business Directional Signage within the Plaza.** The Parties desire to install additional directional signage for individual businesses within the Pybus Plaza. The location and attributes of the business directional signage shall be established by separate agreement by the Foundation and SOP; provided, however, each party shall be responsible for the maintenance, repair and replacement of the business directional signage located on the business directional signage structure that benefits its property. All signs shall be compliant with the City’s sign code.

**8. Management.** The Foundation shall be solely responsible for management and scheduling the use of the Plaza.

**9. Pedestrian Use.** The Plaza shall be open to pedestrian use for access to the waterfront at all reasonable times; provided, however, that the Foundation and SOP may schedule private events that temporarily close the Plaza on an occasional basis. When the Plaza is

temporarily closed, an alternative pedestrian route from the park entrance to Worthen Street shall be provided.

**10. Utility Easement.**

**10.1** The Property is subject to a utility easement. Any Party to this Agreement requesting installation of utilities shall be responsible to repair the Plaza conditions to like condition preexisting the installation of utilities.

**11. Parking Lot.**

**11.1** Parking in the Plaza shall be attributed one-half each to SOP and City, its lessees, assignees and licensees.

**12. Insurance.**

**12.1 Casualty Loss.** The Parties agree that the owner of a parcel subject to this Agreement shall not be responsible to the other Parties for any property loss or damage done to the other Party's property, whether real, personal or mixed, occasioned by reason of any fire, storm or other casualty whatsoever. It shall be each Party's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of another party, a third party, or act of nature.

**12.2 Insurance.** Any Party subject to this Agreement that is not a Washington State municipal entity shall obtain commercial general liability insurance to cover any damage caused, act or omission of that Party, its officers, employees, contractors, agents, invitees and guests, arising under this Agreement, including damage to person or property related to said act or omission occurring within the Pybus Plaza. The limits of liability shall not be less than Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate, with the full limits of the policy available for this location. A majority of the Parties may amend the limits of insurance, from time to time, to reflect commercially responsible standards.

**12.3 Additional Insured:** If any portion of the Plaza is being used by one of the parties hereto, the foregoing insurance policy of said party shall name the other parties to this Agreement as additional insured parties (the party required to obtain the insurance is referred to herein as the "primary insured party"). The policy of insurance required herein shall: (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the additional insureds except upon forty-five (45) days' prior written notice from the insurance company to the primary insured party; (iii)

contain an express waiver of any right of subrogation by the insurance company against additional insureds, the additional insureds elected officials, board members, managers, shareholders, unit holders, employees or agents; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of primary insured party which might otherwise result in forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all property damage coverage, expressly provide that all proceeds shall be paid jointly to all parties.

- 12.4** If a Party fails to pay any premiums described above or fails to procure and maintain the insurance described above, any of the other Parties shall have the right, but not the obligation, to procure and maintain substitute insurance and/or to pay the premiums. The Party that has failed to obtain the required insurance shall pay to Party paying the premiums upon demand the full amount paid.
- 13. Indemnification.** Each Party (*i.e.* the Responsible Party) agrees to defend (with legal counsel reasonably acceptable to the other parties) indemnify and hold harmless the other Parties from and against any and all demands, claims, judgments, liability for loss of damage of any kind or nature, for damage to person or property occasioned by either the negligent or willful conduct or omissions of the Responsible Party, its employees, contractors, agents, lessees, licensees or guests, on the Responsible Party's property or on the Pybus Plaza as a result of the activities of the Responsible Party or its employees, contractors, agents, lessees, licensees or guests, regardless of who the injured party may be.
- 14. Waiver of Immunity under Title 51 RCW.** For purposes of Section 13, each Party specifically waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW as to every other Party to this Agreement. Further, the indemnification obligations of this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts.
- 15. Binding Effect.** This Agreement shall inure to and binding upon the Parties to this Agreement, their successors and assigns. This Agreement shall run with the land in perpetuity.
- 16. No Third Party Rights.** Nothing herein is intended to create any rights to any third party not identified herein.
- 17. Counterparts.** The parties may sign this Agreement in one or more counterparts hereto and each counterpart shall be treated as an original. Signatures transmitted electronically shall be binding on the parties.

18. **Recording.** The City shall be responsible for recording this Agreement.
19. **Authority.** Each of the persons signing below represent and warrant that they have the full authority to sign this Agreement to bind the entity for which they are signing to the terms and conditions contained herein.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF WENATCHEE

SOUTH OF PYBUS, LLC

\_\_\_\_\_  
By: Frank Kuntz, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Michael Walker, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Michael Noyd, Member  
Date: \_\_\_\_\_

PYBUS MARKET CHARITABLE  
FOUNDATION

\_\_\_\_\_  
By: Craig Homchick, President  
Date: \_\_\_\_\_



STATE OF WASHINGTON )  
                                      )    ss.  
County of Chelan            )

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed or typed name)

**NOTARY PUBLIC, State of Washington**

My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON )  
                                      )    ss.  
County of Chelan            )

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed or typed name)

**NOTARY PUBLIC, State of Washington**

My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON )  
  )      ss.  
County of Chelan        )

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON )  
  )      ss.  
County of Chelan        )

I certify that I know or have satisfactory evidence that Craig Homchick is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the President of Pybus Market Charitable Foundation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

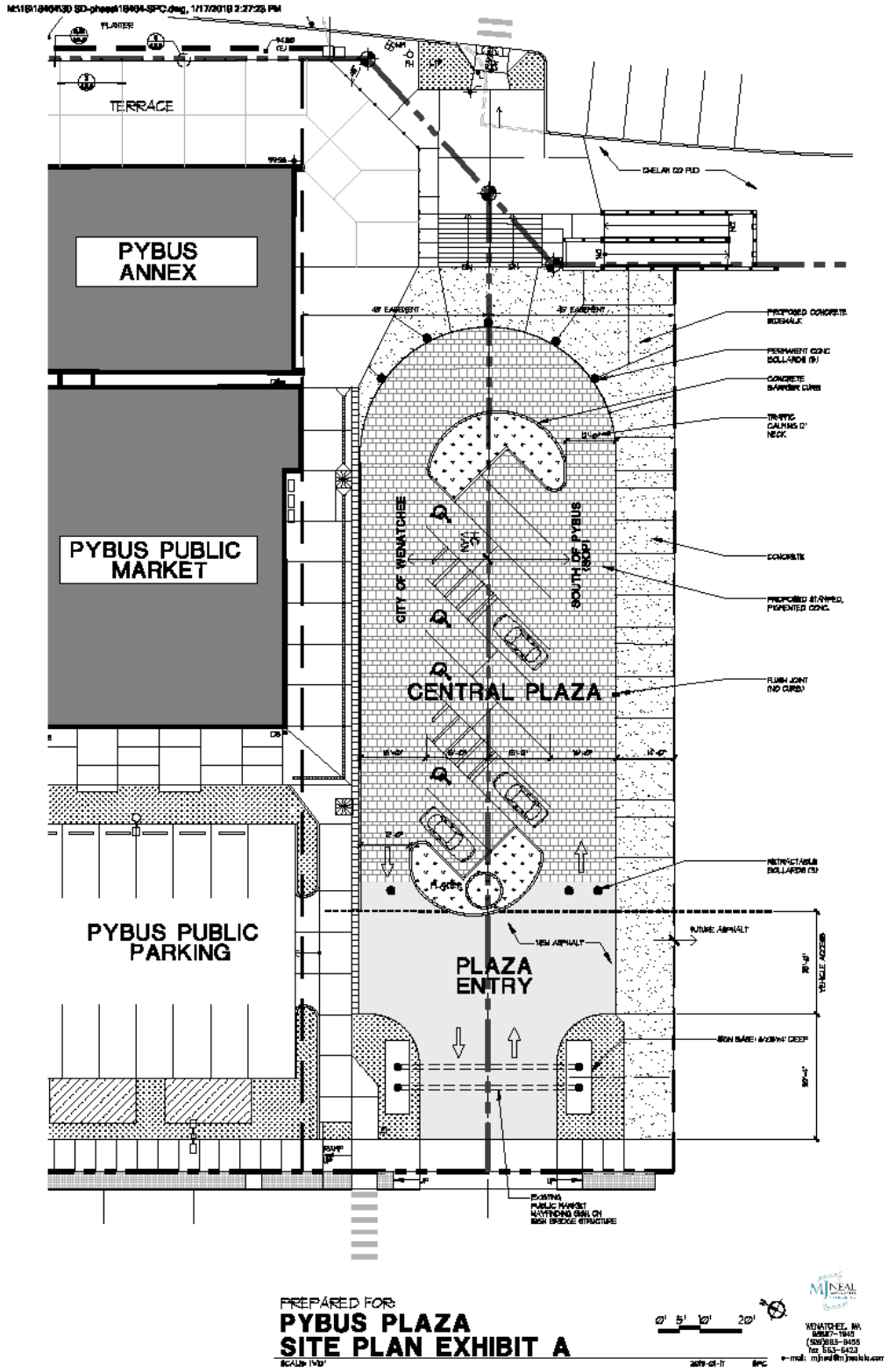
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(signature)

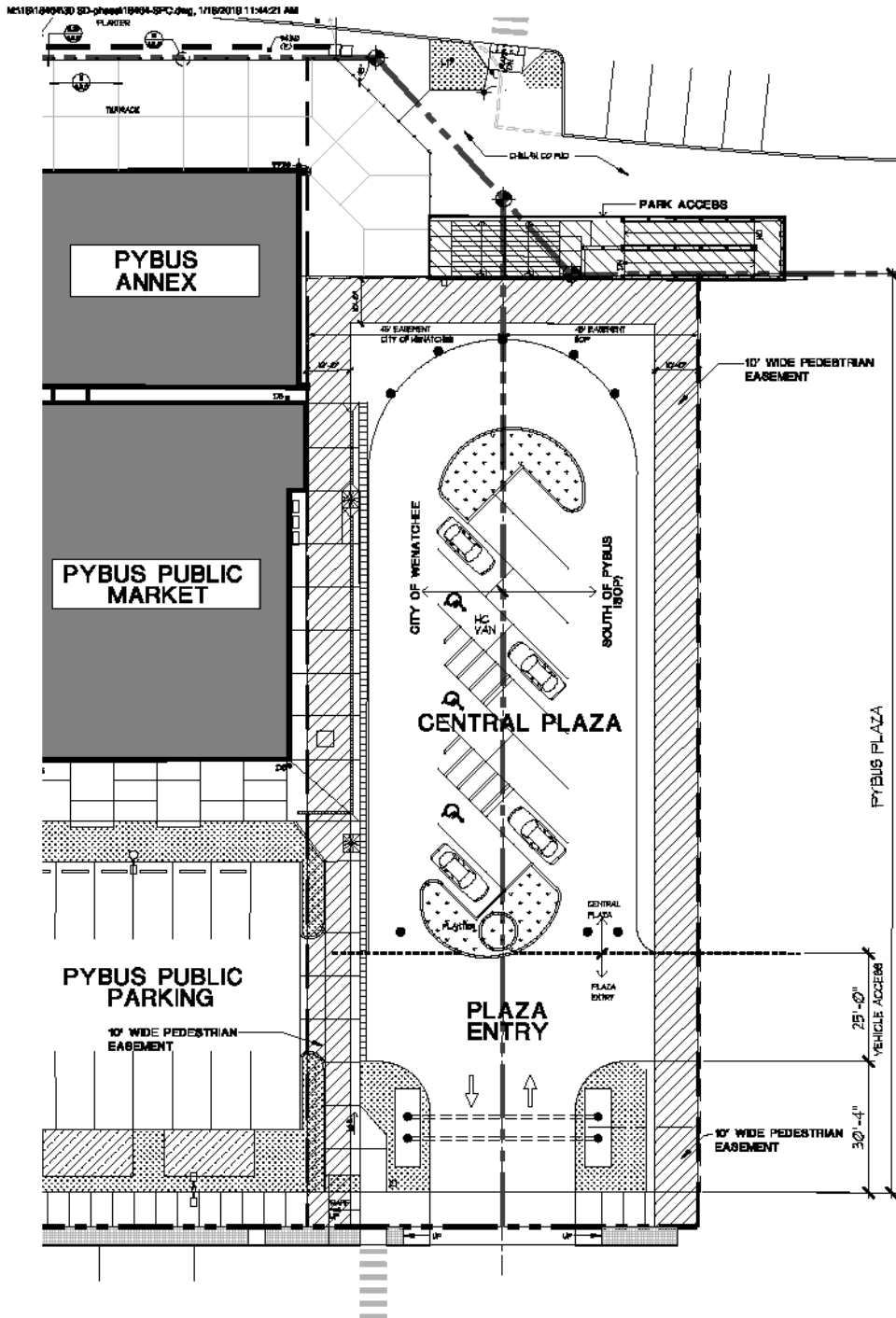
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(printed or typed name)

NOTARY PUBLIC, State of Washington

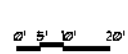
My Commission Expires \_\_\_\_\_



AGREEMENT RE: GRANTING A PEDESTRIAN EASEMENT, AND  
 DESIGN, CONSTRUCTION, USE AND MAINTENANCE OF  
 PYBUS CENTRAL PLAZA  
 Page 13



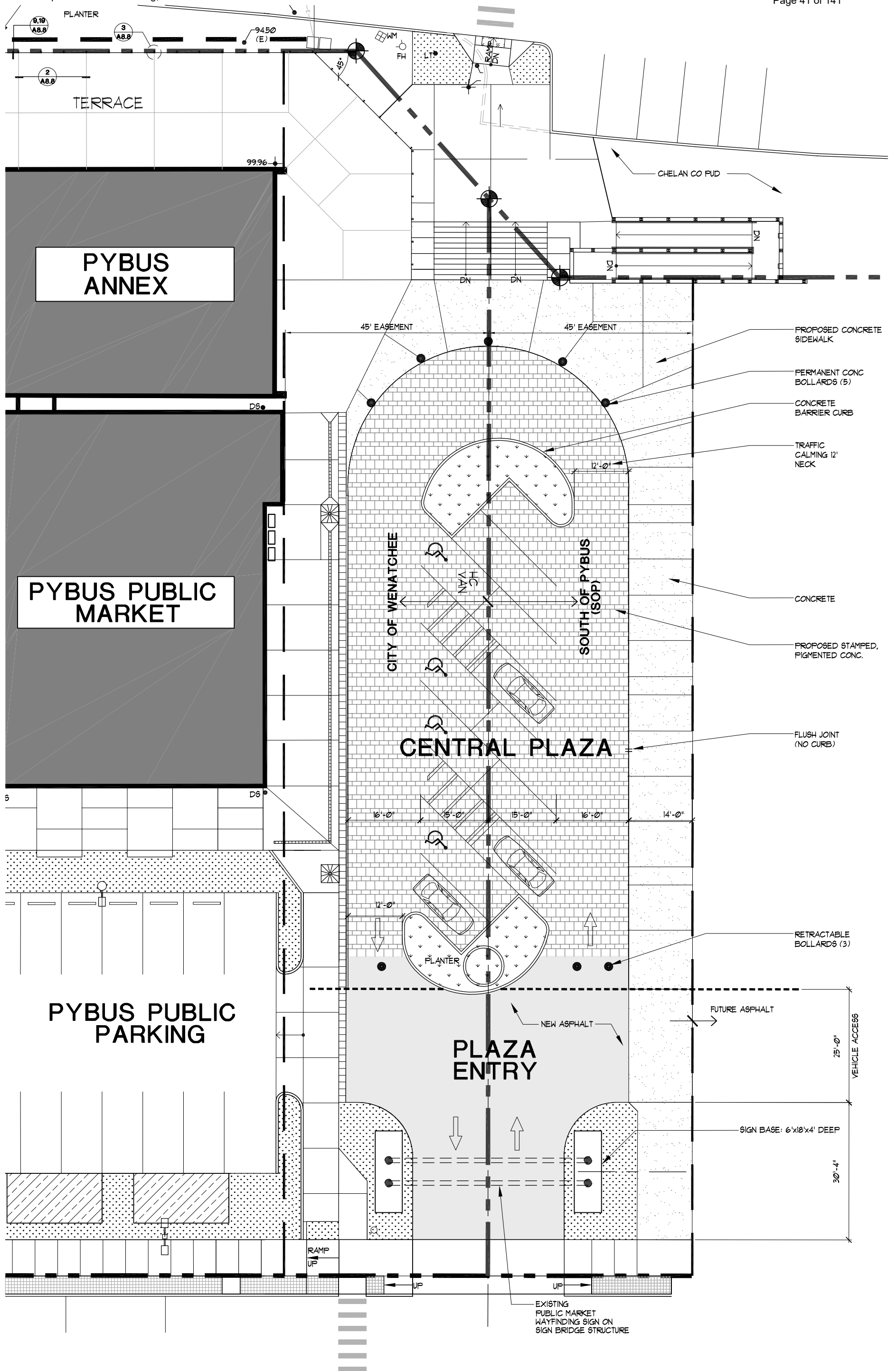
PREPARED FOR:  
**PYBUS PLAZA**  
**SITE PLAN EXHIBIT B**



WENATCHEE, WA  
98847-1443  
(509) 843-9405  
Fax: 509-843-9453  
e-mail: mjneal@mjneal.com

AGREEMENT RE: GRANTING A PEDESTRIAN EASEMENT, AND  
DESIGN, CONSTRUCTION, USE AND MAINTENANCE OF  
PYBUS CENTRAL PLAZA

Page 14



PREPARED FOR:  
**PYBUS PLAZA**  
**SITE PLAN EXHIBIT A**

SCALE: 1"=10'

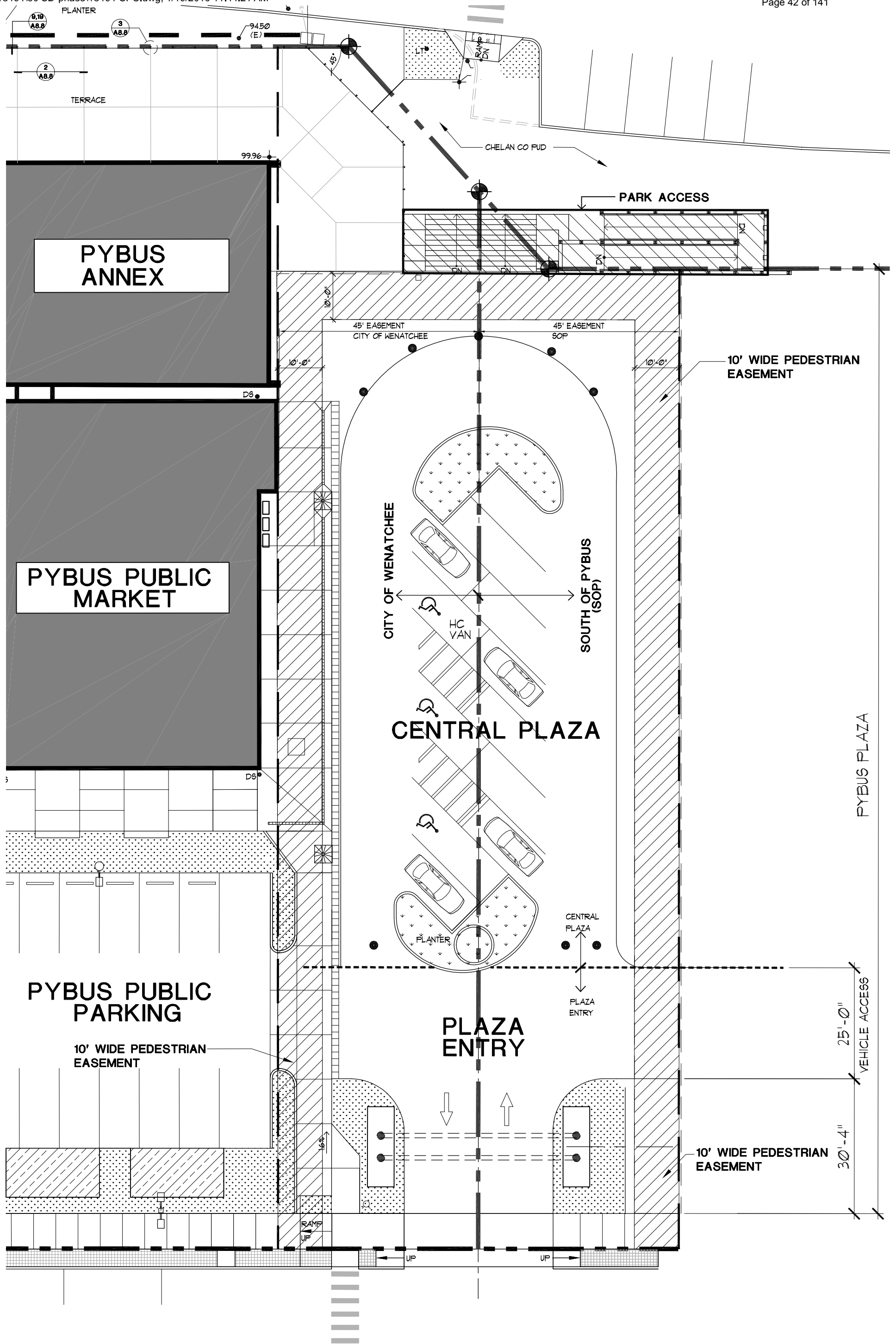
0' 5' 10' 20'



WENATCHEE, WA  
 98807-1945  
 (509)663-6455  
 fax 663-6423

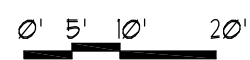
e-mail: mjneal@mjnealassoc.com

2019-01-17 SFC



PREPARED FOR:  
**PYBUS PLAZA**  
**SITE PLAN EXHIBIT B**

SCALE: 1"=10'



WENATCHEE, WA  
 98807-1945  
 (509)663-6455  
 fax 663-6423

e-mail: mjneal@mjnealco.com

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**COUNCIL AGENDA REPORT  
COMMUNITY DEVELOPMENT DEPARTMENT**

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

**FROM:** Community Development Staff

**SUBJECT:** Annexation 10 Percent Petition – Clennon Annexation

**DATE:** February 11, 2019

**MEETING DATE:** February 14, 2019

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**I. OVERVIEW**

A ten (10) percent annexation petition was submitted on February 1, 2019 with signatures representing the owners of Parcel Numbers 232032120150, 232032130300, 232032220070, 232032240000, 232032420700, 232032420800, 232032420850, 232032420900, and 232032420905 in the west Wenatchee area owned by Barton and Sheila Clennon and Beaconsfield Associates. The combined assessed value of the parcels included in the petition is \$3,729,953. The parcels included in the 10% petition are west of the Wenatchee Reclamation District Canal, south of the Broadview neighborhood, north of Springwater Ave, and east of the Urban Growth Area boundary. The property owners that signed the 10% petition are pursuing annexation because they have plans to develop their property.

Since receiving the petition, staff has analyzed the assessed values of the surrounding parcels to see if others can be included. A parcel south of the applicant's parcels, which is owned by the Wenatchee School District, can be included without affecting the value of the petition due to RCW28A.335.110 and the applicable case law. The three parcels west of the WSD property that are currently unincorporated can be included in the proposed boundary (see map labeled option 1) with an assessed value of 75.6% not including the value of the Wenatchee Reclamation District Canal. As long as the portion of the canal that is included in this boundary is valued below \$1,281,618, the petition should be certified. A second option (see map labeled Option 2) has been provided which only includes the petitioner's property and the WSD parcel. In this case, the canal must be valued below \$2,486,635 for the petition to pass. It should be noted that with both options, unincorporated property will remain to the east and with option 2, two areas of unincorporated territory are also created to the west of the WSD parcel. The Chelan County Assessor's Office indicated that they would try and get the City some feedback on an approach to values prior to the Council meeting. The signatures did not include enough value to include the parcels to the east.

The annexation area, as it is proposed by staff in Option 1, contains about 10 single family homes and numerous accessory structures. Part of the property is zoned Residential Single Family and another is Residential Low. Most of the land is either undeveloped open space or developed as agricultural land. The area includes a parcel owned by the Wenatchee School District and irrigation canal right-of-way owned by the Wenatchee Reclamation District.

At the date of the Council workshop staff may have additional information on whether other parcels have expressed an interest to participate in the annexation proposal.

The proposed annexation area contains critical areas. Most of the area is designated as erosion hazard area, a little bit is designated as modified ground, and nearly all of the area not developed as agricultural land is designated as Rocky Mountain Mule Deer Habitat. For more information about the protections for these designations, please see Chapter 12.08 of the Wenatchee City Code.



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## **COUNCIL AGENDA REPORT COMMUNITY DEVELOPMENT DEPARTMENT**

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Following a 10 percent annexation meeting, a petition will be circulated if the council moves to approve a boundary, zoning, and indebtedness. If the applicants return a sufficient petition and it is certified by the Chelan County Assessor, a date will be scheduled by resolution for the public hearing.

### **II. ACTION REQUESTED**

The ten percent (10%) annexation public meeting is required for City Council to determine three items:

- 1. Whether the city will accept, reject, or geographically modify the proposed annexation;**
- 2. Whether it will require the simultaneous adoption of a proposed zoning regulation;**
- 3. Whether it will require the assumption of all or any portion of existing city indebtedness by the area to be annexed.**

If the legislative body requires the adoption of a proposed zoning regulation and/or the assumption of all or any portion of indebtedness as conditions to annexation, it is to record this action in its minutes.

Council acceptance is a condition precedent to circulation of the petition. There is no appeal from the council decision.

### **III. BUDGET IMPACTS**

The budget impacts of this proposal have not been analyzed for the specific annexation. The Comprehensive Plan does plan for urban level services in this area. Development application(s) would evaluate necessary infrastructure improvements and any level of potential City participation that may or may not be necessary.

### **IV. ATTACHMENT(S)**

1. Map of Proposed Annexation Area Option 1
2. Map of Proposed Annexation Area Option 2
3. Application Materials

### **V. MOTION**

Suggested Motion:

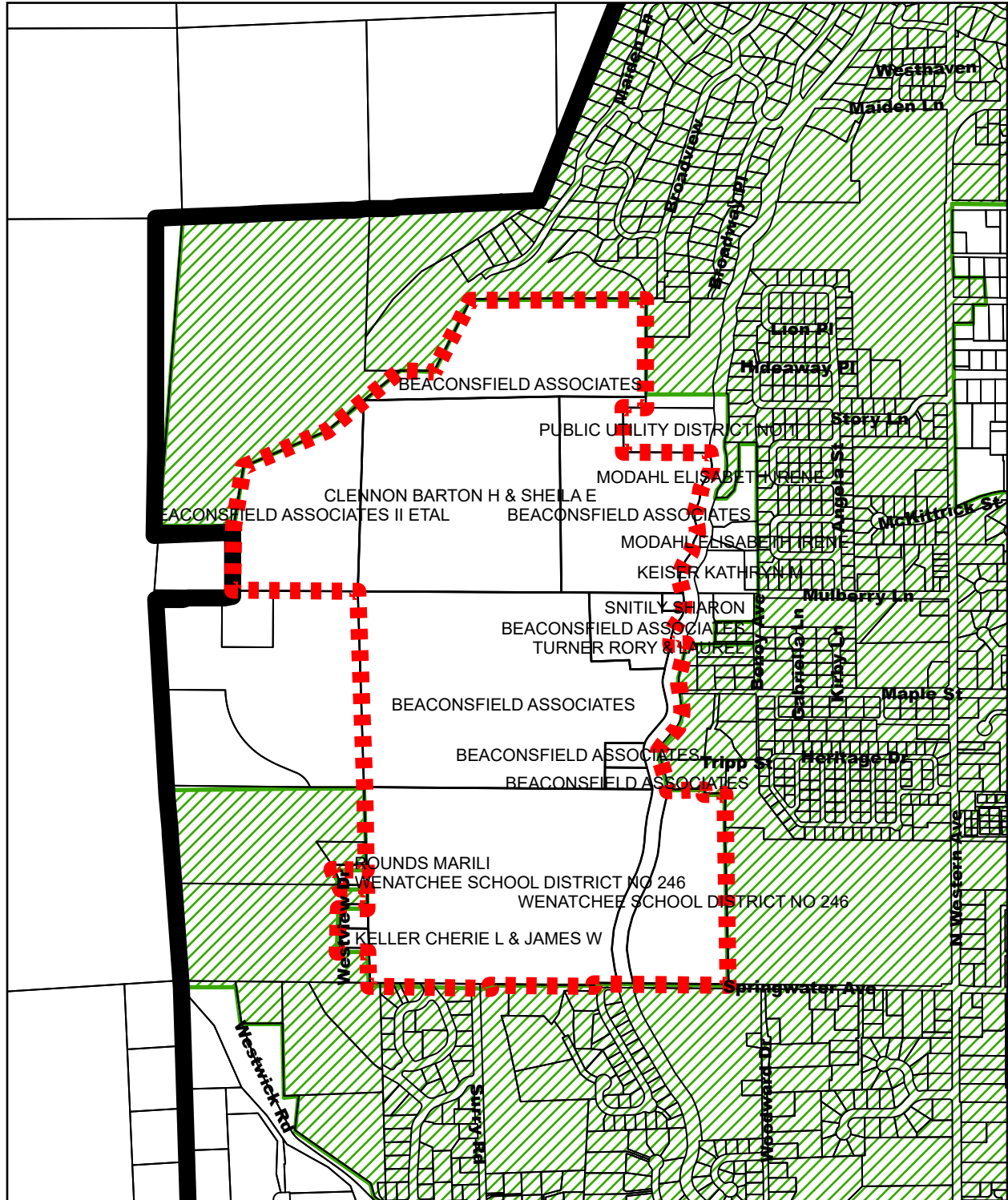
I move to approve the annexation boundary proposed by staff in the council packet labeled as Option #\_\_, located in an unincorporated area within the urban growth boundary, to require the adoption of the proposed zoning regulations as it is set forth in the Comprehensive Plan of the City as Residential Single Family and Residential Low, and to require the assumption of existing indebtedness of the City by the area to be annexed.

### **VI. ADMINISTRATIVE ROUTING**

Tammy Stanger  
Kim Schooley

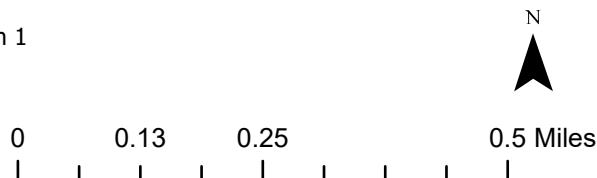


# Clennon Annexation Option #1 Proposed Boundary for 10% Petition Meeting

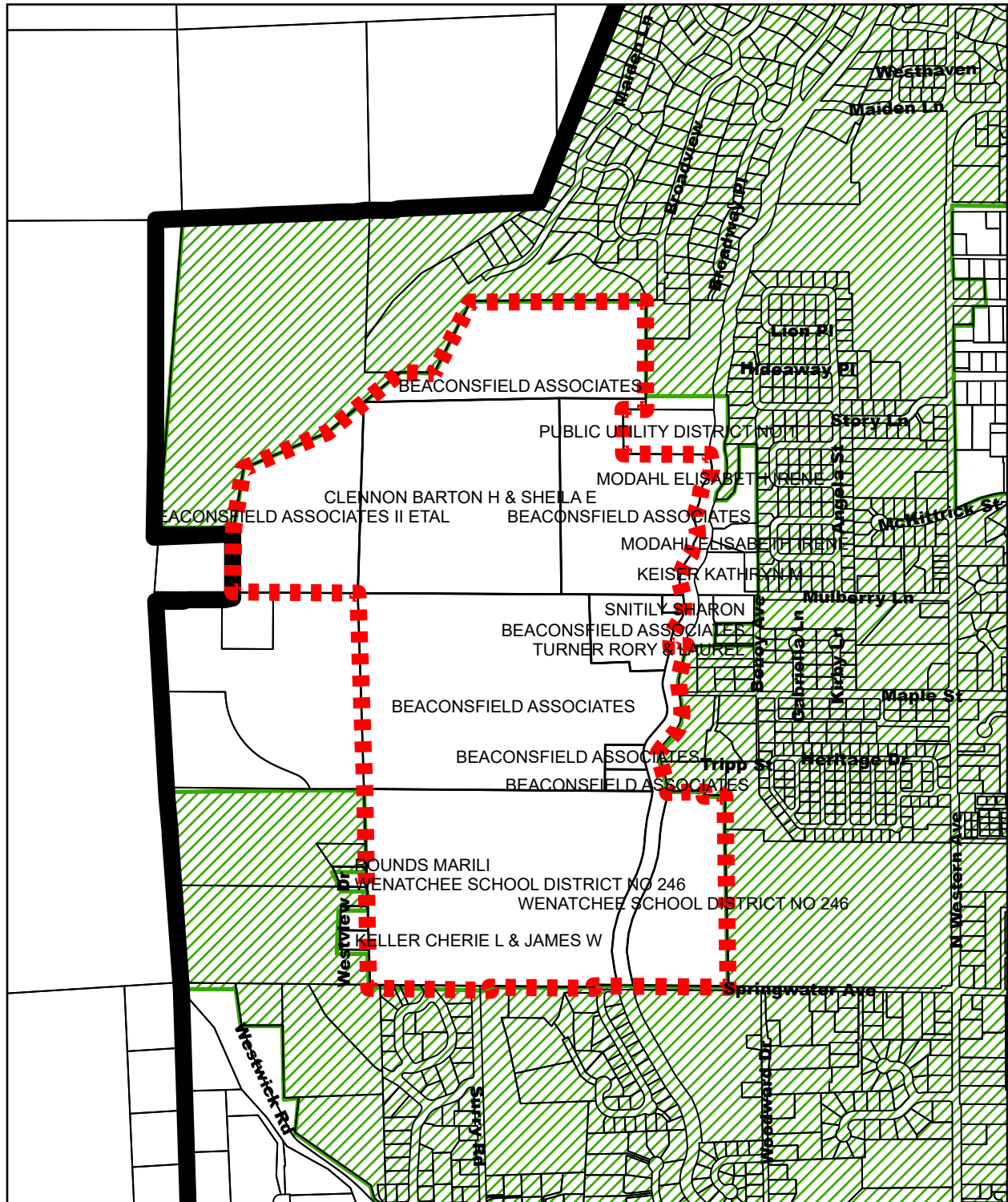


## Legend

- Proposed Annexation Area Option 1
- Urban Growth Area
- Parcels
- City Limits

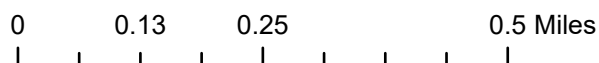


# Clennon Annexation Option #2 Proposed Boundary for 10% Petition Meeting



## Legend

- Urban Growth Area
- City Limits
- Parcels
- Proposed Annexation Area Option 2



**CITY OF WENATCHEE**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**PLANNING DIVISION**

1350 MCKITTRICK ST.  
PO BOX 519, WENATCHEE, WA 98807-0519  
(509) 888-3261 FAX (509) 888-3201

**PETITION TO ANNEX REVIEW APPLICATION**

CITY OF WENATCHEE  
FEES: \$ 250.00 FILE # ANNEX-19-03  
DATE STAMP FEB 01 2019 FEE \$ 250<sup>2</sup> CHECK # 6016 RCPT # PL19-0008

Date: 2/1/19  
Applicant: Barton & Sheila Clennon Phone 663-3513  
Address: 2350 Maple St. Wenatchee

PROPOSED ANNEXATION AREA

- 23-20-32-170-150
- 23-20-32-170-300
- 23-20-32-220-070
- 23-20-32-240-000
- 23-20-32-420-700
- 23-20-32-420-800
- 23-20-32-420-850
- 23-20-32-420-900
- 23-20-32-420-905

## City of Wenatchee

### Ten Percent Annexation Initiation Petition

Wenatchee City Council  
PO Box 519  
Wenatchee, WA 98807

Date: 2/1/19

Dear Mayor and Council,

The undersigned, constituting not less than 10% in value according to the assessed valuation for general taxation of property described in the attached exhibit, incorporated herein by reference, hereby notify the Wenatchee City Council of the undersigned's intention to commence annexation proceedings. The undersigned requests that the City Council of the City of Wenatchee set a date for a meeting with the undersigned parties to determine whether the City of Wenatchee will accept the proposed annexation and whether it will require the assumption of existing indebtedness by the area to be annexed and/or the adoption of a proposed zoning regulation.

**WARNING:** Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

NAME/ADDRESS	DATE	SIGNATURE
Barton Clennon	2/1/19	Barton Clennon
Sheila Clennon	2/1/19	Sheila Clennon
Beaconsfield Associates	2/1/19	Barton H Clennon Managing Partner
Beaconsfield Associates II	2/1/19	Barton H Clennon General Partner

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**COUNCIL AGENDA REPORT**

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

**FROM:** Captain Jim West

**SUBJECT:** Interagency Agreement Extension for PUBLIC UTILITY DISTRICT NO. 1 OF  
CHELAN COUNTY

**DATE:** February 11, 2019

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The Wenatchee Police Department and the Chelan County PUD entered into inter-local agreement whereby the PUD can reimburse the Department for providing parking enforcement and requested police services during special events on PUD owned and controlled property within the City. This amendment adjusts the hourly overtime rate to which the Department can charge the PUD.

The City of Wenatchee and the Chelan County PUD entered into Professional Service Agreement on August 05, 2010. Attached is an amended agreement to extend the period of performance through February 28, 2020.

**Financial Impacts:**

There are no changes to the previously agreed upon costs associated with this agreement.

All costs and or charges are reimbursable to the City of Wenatchee.

**Action Requested:**

I request the Council provide authorization for Mayor Kuntz to sign the attached amendment to the agreement with Public Utility District No. 1 of Chelan County.

**Attachments:**

- a. Interagency agreement SA NO. 10-182 Public Utility District No. 1 of Chelan County.



AMENDMENT TO SERVICE AGREEMENT

**AMENDMENT NO. 10  
TO  
SERVICE AGREEMENT  
SA NO. 10-182**

**CITY OF WENATCHEE POLICE DEPARTMENT**

1. **PARTIES:** The undersigned parties entered in the Professional Service Agreement dated on August 5, 2010.
2. **PROJECT DESCRIPTION:** The agreement completion date is hereby extended through February 28, 2020. All undisputed and correct invoices shall be submitted within 30 days of completion of services.
3. **HOURLY BILLING RATES:** The hourly billing rate is hereby amended to \$77.24.
4. **PAYMENTS:** The not-to-exceed amount of this Service Agreement remains unchanged and is currently \$73,190.31 (inclusive of all fees and costs incurred by the Contractor in the performance of this Agreement).
5. **EFFECTIVE DATE:** The Effective Date of this Amendment is the last date of signature.
6. **TERMS:** All other terms and conditions of the Professional Service Agreement shall remain in full force and effect.

**CITY OF WENATCHEE**

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

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

By \_\_\_\_\_  
Rich Hyatt  
Director of Security Division

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

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

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## COUNCIL AGENDA REPORT

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

**FROM:** Captain Edgar Reinfeld

**SUBJECT:** Contract for OnBase Document Imaging Software

**DATE:** February 14, 2019

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The Police Department requires new document imaging software for retention management. The legacy document imaging software, Fortis, reached end of life on December 31, 2017 when all support for it was ended by the manufacturer. Their replacement simply did not function. After extensive research and testing, OnBase was selected. It is currently in use by Chelan County as well. OnBase was selected in 2018 but the contract was not ready until now.

**Financial Impacts:**

\$117,000 was budgeted for 2018 for this product. This funding is available to be carried forward. The contract bid is for \$130,924.79 including training and support. Some of these costs may not be incurred. Additional costs are possible to get full implementation.

**No Financial Impacts:**

N/A

**Action Requested:**

I request the Council provide authorization for Mayor Kuntz to sign the attached contract with OnBase.

**Attachments:**

- a. OnBase Quote dated December 18, 2018
- b. OnBase Work Agreement #17649920
- c. OnBase Proposal dated January 28, 2019
- d. Summary of Estimated Expenses prepared by Jim Brown



Wenatchee PD - Initial Install  
Published: 12/18/2018  
Q-68378

Amanda Pfriem  
Account Manager, Channel  
+1.440.788.6045  
amanda.pfriem@hyland.com



Jim Brown

Wenatchee Police Department  
140 South Mission Street  
Wenatchee, Washington 98807

Thank you for evaluating the OnBase Wenatchee PD - Initial Install solution from Hyland Software, Inc. ("Hyland"). It is with great pleasure that I provide Wenatchee Police Department with the following proposal. The following provides a preliminary, yet solid foundation to implement a cost-effective solution for Wenatchee Police Department and its customers.

Designed to meet the evolving needs of our more than 15,000 customers, OnBase is one of the most flexible and scalable ECM products on the market today. Combining deep document imaging, workflow and business process management functionality with purpose-built features designed by people with proven industry expertise, OnBase is tailored for departments and comprehensive for the enterprise. Hyland is committed to providing a complete, tailored and primarily point-and-click configurable solution specific to your requirements that solves business needs that rely on documents, content and people to help organizations run better, smarter and faster.

Our proposal was formulated based on the requirements provided to date. As your requirements evolve, we will conduct discovery meetings to validate those requirements and provide additional information to your project team.

Once again, thank you for your interest in OnBase. Please do not hesitate to contact me in the event that questions arise during the review process.

Best Regards,

Amanda Pfriem

# Pricing Summary

GSA Contract: GS35F249DA

## One-time

Category	Total
Software	\$49,319.87
Training	\$918.09
One-time TOTAL:	\$50,237.96

## Annual

Category	Total	Total - 1/1/2019 to 12/31/2019
Maintenance	\$11,476.07	\$11,476.07
	\$11,476.07	\$11,476.07

Pricing is valid until 12/31/2018. Pricing is based on information and assumptions provided by you; should such information or assumptions change, this pricing quote may also change.

## Pricing Details

GSA Contract: GS35F249DA

### Software

Schedule	Product Name	Module Code	Unit Price	Quantity	Total Price
GSA	Local Government Licensing Bundle	GOVT-B-LOCAL	\$20,000.0000	1	\$20,000.00
GSA	Local Government Concurrent Client	GV-B-MU2-CTIPC1	\$654.9100	10	\$6,549.10
GSA	Local Government Named User Client	GV-B-MU2-CTIPN1	\$403.0200	8	\$3,224.16
GSA	Local Government Production Document Imaging (TWAIN) - For first	GV-B-MU2-TIIPW1	\$2,015.1100	1	\$2,015.11
GSA	Local Government Records Management	GV-B-MU2-RIIP1	\$8,060.4500	1	\$8,060.45
GSA	Document Import Processor	DPIPW1	\$4,030.2300	1	\$4,030.23
GSA	PDF Framework	PDFIP1	\$2,418.1400	1	\$2,418.14
GSA	Local Government Workflow Concurrent Client SL	GV-B-MU2-WLIPC1	\$1,007.5600	3	\$3,022.68
GSA	Encrypted Diskgroups	EHIPI1	\$0.0000	1	\$0.00
					\$49,319.87

### Training

Schedule	Product Name	Module Code	Unit Price	Quantity	Total Price
	Premium Education Subscription - Per Institution	PETWS1-CO	\$918.0851	1	\$918.09
					\$918.09

### Maintenance

Maintenance Period	Full Year Maintenance	Prorated Maintenance
1/1/2019 to 12/31/2019	\$11,476.07	\$11,476.07

## Product Details

Product Name	Description
Local Government Licensing Bundle	Provides limited ECM functionality to Local Government with populations of less than 250,000. Modules comprising the bundle include: Multi-User Server (1), Unity Client Server with Combined Viewer (1), EDM Services (1), Application Enabler (single application) (1), Full-Text Search (1), and Virtual Print Driver (1).
Local Government Concurrent Client	Each - Provides retrieval, viewing, printing, and management of documents.  Concurrent Clients have a minimum connection (lease) time of five (5) minutes.  Both the OnBase Client or OnBase Web Client can use this license.
Local Government Named User Client	Each - Provides retrieval, viewing, printing, and management of documents for a single named user.
Local Government Production Document Imaging (TWAIN) - For first	For first - Scans (digitizes) paper documents using TWAIN compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing.
Local Government Records Management	Manages the retention, disposition, and destruction of managed record folders according to an organization's business rules, based on the occurrence of an event in accordance with external regulations or compliance laws.  This includes Document Retention (DRIP1).
Document Import Processor	Imports documents (scanned or other) and their respective index information. This module is often used in conjunction with third party forms processing software as well as data conversion utilities.
PDF Framework	Enables PDF features for dependent products as referenced in the OnBase Requirements section for that product.
Local Government Workflow Concurrent Client SL	Each - Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms.
Encrypted Diskgroups	Enables organizations to encrypt documents as they are imported into OnBase and stored on a file server. If viewed outside of OnBase, documents will be unreadable.
Premium Education Subscription - Per Institution	The Premium Education Subscription is an organization-wide subscription to Premium courses and content on Training.OnBase.Com. Premium courses include classes provided at OnBase conferences and classes created specifically for the Premium Subscription. Courses expand upon classroom sessions as well as provide targeted OnBase training curriculum for database administrators, business unit owners, IT staff, developers, and other OnBase solution stakeholders.  The subscription is valid for 12 months from the date of registration.

## Terms

- 1 Pricing is valid until 12/31/2018. Pricing is based on information and assumptions provided by you; should such information or assumptions change, this pricing quote may also change.

Make Purchase order out to:

Hyland Software, Inc.  
28500 Clemens Rd  
Westlake, Ohio 44145  
United States

## Notice

Hyland, OnBase, AnyDoc, Edge, Guardian, ShareBase, Brainware, Acuo, Pacsgear, Nilread, and other Hyland product names are registered and/or unregistered trademarks of Hyland Software, Inc. and the affiliates in the United States and other countries. Other parties' trademarks, service marks, and product names that may be used herein are the property of their respective owners. This document contains confidential information of Hyland Software, Inc. or its affiliates. Such confidential information is provided solely for use by the entity to whom it is sent, and, unless otherwise prohibited by law, must be handled with the same degree of care used by such entity in handling its own information of the same nature or as otherwise set forth in any existing confidentiality agreement between Hyland Software, Inc. or its affiliate and such entity. The information in this document may contain technical data as defined by the Export Administration Regulations (EAR) and is subject to the Export Control Laws of the U.S. Government and may be subject to the export control laws of your entity's local jurisdiction. Transfer of such data by any means to a foreign person, whether in the United States or abroad without proper export authorization or other approval from the U.S. Government and the export authority of your entity's jurisdiction is strictly prohibited.

2018 Hyland Software, Inc. All rights reserved.

Prices are exclusive of all taxes and governmental charges (such as duties). All invoices issued by Hyland and any affiliates will include all applicable taxes based on the jurisdiction in which the customer is located. Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

## WORK AGREEMENT

This Work Agreement (“Work Agreement”) is made and entered into as of the date this Work Agreement is signed by the last party that signs (as determined based upon the dates set forth after their respective signatures), by and between:

Hyland Software, Inc.  
28500 Clemens Road  
Westlake, OH 44145  
“Hyland”

Wenatchee Police Department  
140 South Mission Street  
Wenatchee, WA 98807  
“Customer”

### **1. Services:**

Customer is a customer of Hyland’s solution provider Kelly Imaging Services, Inc. (“Solution Provider”). Solution Provider is currently negotiating a Solution Provider Agreement amendment with Hyland that will permit Customer to purchase Services from Hyland. Upon the execution of the aforementioned amendment, then Customer must order the Services directly from Hyland and will provide the services directly to Customer as described in the Services Proposal attached to this Work Agreement as Exhibit A in connection with Customer’s use of the OnBase® Information Management System software (the “Software”).

### **2. Work Plan:**

After execution of this Work Agreement by the parties, Hyland will provide the services described in this Work Agreement at a time and on a schedule that is mutually agreed upon by the parties. The parties agree that any services or work products described in this Work Agreement that have been performed or developed, in whole or in part, prior to the execution of this Work Agreement by the parties nevertheless shall be covered by all terms and conditions of this Work Agreement. Customer acknowledges and agrees that Hyland or any of its affiliates may fulfill any of Hyland’s obligations contemplated hereunder.

### **3. Compensation And Payment Schedule:**

#### Projects 1 and 3 - Time and Materials:

Hyland will charge services fees to Customer for the services under this Work Agreement for Projects 1 and 3 on a time and materials basis, the hourly rates and the total estimated services fees are described in Exhibit A. Additionally, Hyland will charge Customer travel and expenses. A working hour shall be defined as the services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours. In connection the services provided under this Work Agreement in which Hyland’s resource(s) is required to travel outside of the metropolitan area (or, if not applicable, the city or town) in which such Hyland resource(s) regularly works when not at a third party location, all determinations of services fees shall include travel time; provided that time spent commuting from a local place of residence (including a hotel) to a work location in the same locale will not be included in travel time. Any estimate provided to complete the project is provided for convenience only and is an approximation of the anticipated amount of fees needed to complete the project. Customer will be invoiced based on the amount of time actually required to complete the project and the applicable hourly fees.

Hyland will invoice Customer for amounts payable determined on a time and materials basis under this Work Agreement on a monthly basis, and a final invoice upon completion of the applicable services. All payments will be due and payable in full net thirty (30) days after invoice date.

Project 2 - Fixed Fee:

Hyland will charge services fees to Customer for the services under this Work Agreement for Project 3 on a fixed price basis as described in Exhibit A. Additionally, Hyland will charge Customer travel and expenses. Payment in full will be due net thirty (30) days after invoice date.

The fixed price was determined based on information provided to Hyland by Customer and assumptions developed by the parties based upon that information. In the event that (a) any such information is inaccurate or necessary information was not provided to Hyland, (b) Customer fails to fulfill its obligations during this Work Agreement, or (c) reasonably unforeseen technical or system limitations exist or arise, and any of such causes materially and adversely affect the performance of the services, this fixed price shall be adjusted equitably to reflect the impacts of such circumstances.

Certain Remedies for Late Payments:

All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Work Agreement unless and until such default has been cured.

All payments under this Work Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on Hyland's income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account of Customer, Customer agrees to reimburse Hyland within thirty (30) days after Hyland notifies Customer in writing of such remittance. Customer agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Customer, where such certificates are applicable.

**4. Ownership Of Work Products, Innovations And Intellectual Property:**

Innovations: Innovations means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of this Work Agreement.

Work Products: Work Products means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of services under this Work Agreement.

Ownership: All Innovations and Work Products shall be the sole and exclusive property of Hyland. Hyland retains all right, title and interest, on an exclusive basis, in all Innovations and Work Products. Hyland shall not be limited or restricted in any way with respect to the assignment or reassignment of its employees, agents, consultants or contractors who have worked on any of the Innovations or Work Products and who have had access to documents delivered under this Work Agreement. Hyland shall, therefore, be free to use the Innovations and Work Products; provided, however, that Hyland shall not use any confidential information of Customer in any manner prohibited by any agreement between Hyland and Customer with respect to such confidential information.

Work-For-Hire. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. Hyland or its suppliers retain on an exclusive basis for itself or themselves all right, title and interest in and to any intellectual property developed, discovered, conceived or introduced by Hyland in the performance of this

Work Agreement, including, but not limited to, all patents, patent applications, copyrights and other intellectual property rights relating to or associated with the Innovations and Work Products.

Protection Of and Limited License to Use Work Products: Customer agrees to take all reasonable steps to protect all Innovations and Work Products, and any related documentation, delivered by Hyland to Customer under this Work Agreement, and any related documentation, from unauthorized copying or use. Hyland grants to Customer a limited, non-exclusive and non-assignable license for the duration of the term of the license agreement pursuant to which Customer received the right to use the Software (“License Agreement”) to use the Work Products only internally, only in connection with Customer’s own data and only in connection with Customer’s authorized use of the Software under the License Agreement. Customer may not: (a) make or authorize the making of copies of any Work Products; (b) remove any Hyland notices in the Work Products; (c) sell, transfer, rent, lease, time share or sublicense the Work Products to any third party; or (d) disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any Work Product for any reason.

Modification of Work Products:

(a) Form of Delivered Work Products. The form in which Hyland delivers Work Products will be determined by Hyland depending on the purpose and functionality of the Work Product.

(b) Configuration Work Products. If Hyland delivers a Work Product: (a) in the form of (1) source code which is compiled by tools in the Software to machine language form; or (ii) a script; or (b) created using the configuration tools in the Software (a “Configuration Work Product”), then Hyland grants to Customer the limited right to modify the Configuration Work Product, provided such modified Configuration Work Product is used only in compliance with the terms of the limited license to such Work Product granted under this Section.

(c) Independent Work Products. If Hyland delivers a Work Product which is not a Configuration Work Product (an “Independent Work Product”), then, except as otherwise provided in the last sentence of this paragraph (c), Customer may not alter or modify such Independent Work Product. If Hyland delivers an Independent Work Product, and Customer desires to obtain the right to modify the Independent Work Product, then the parties may mutually agree that Hyland shall deliver to Customer a copy of the format of the Independent Work Product that is necessary to enable the Customer to complete its modifications, subject to and upon the payment by Customer to Hyland of any additional Professional Services fees as Hyland may charge to prepare and deliver such format. In such case, Hyland grants to Customer the right to modify, and if necessary, compile the delivered format of the Independent Work Product, provided such modified Independent Work Product is used only in compliance with the terms of the limited license to such Work Product granted under this Section.

**5. Customer’s Obligations:**

Assistance And Obligations: Customer agrees that it will cooperate with and assist Hyland in the performance of the services contemplated by this Work Agreement, will provide such Customer resources as Hyland may reasonably request in connection with Hyland’s performance of all contemplated services hereunder, in particular personnel of Customer who are knowledgeable regarding the implementation desired by Customer. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Work Agreement, Hyland’s ability to provide the services and meet the schedule set forth in this Work Agreement may be adversely affected. During any period in which Hyland is performing services hereunder, Customer shall provide to the Hyland project team independent local (onsite) and remote (offsite) access through the use of secure connections such as a network connection, VPN connection or other similar methods and dedicated user accounts with appropriate privileges to the Software, hardware or virtual machines allocated to the Software system. Remote and local access will be granted for all provisioned environments, including production.

Protection of the Customer’s Systems: CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR



OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

**Safe Work Environment:** Customer will be responsible for and shall ensure that while Hyland employees, agents or contractors are on Customer's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

**Third Party Software Rights:** Notwithstanding any contrary terms, if Customer requests Hyland to perform services on or with respect to any third party software, Customer represents and warrants to Hyland that Customer has all necessary rights to allow Hyland to do so.

**6. Change Order Authorization:**

In the event that additional services are recommended by Hyland or requested in writing by Customer that are outside the scope of this Work Agreement, a change order will be generated by Hyland. In the case of a change order produced based upon the written request of Customer, Hyland may in its discretion charge Customer on a time and materials basis for all services provided in connection with the review of the request and the preparation of the change order. The change order will contain the details of the extension to this Work Agreement and will contain time and cost estimates. If both parties execute the change order, the change order will be an amendment to this Work Agreement to cover the items listed in the change order.

**7. Limited Warranty:**

Hyland warrants to Customer that the services provided under this Work Agreement shall be done in a good and workmanlike manner and substantially according to industry standards. This warranty shall be effective for a period of thirty (30) days following the completion of the services in question ("Warranty Period"). Customer must notify Hyland in writing during the Warranty Period if Customer believes any services do not conform to this warranty. If, after such timely notice from Customer, the services are determined not to conform to this warranty, Hyland's sole obligation, and Customer's sole remedy, shall be for Hyland to use commercially reasonable efforts to attempt to correct any nonconformity. If Hyland is unable to correct any such nonconformities after a reasonable period of time, Customer's sole and entire remedy is termination of this Work Agreement in exchange for a refund of the amount paid by Customer to Hyland for the portion of the nonconforming services that Hyland is unable to correct. This warranty specifically excludes non-performance issues caused as a result of a hardware or firmware malfunction or defect, software not developed by Hyland, incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations in connection with the project covered by this Work Agreement. Customer agrees to compensate Hyland, on a time and materials basis and at the hourly rate set forth in this Work Agreement, for any services provided by Hyland at Customer's request to remedy excluded non-performance problems.

**8. Disclaimer of Warranties:**

EXCEPT AS EXPRESSLY SET FORTH IN THE "LIMITED WARRANTY" SECTION ABOVE, HYLAND MAKES NO WARRANTY OR REPRESENTATIONS REGARDING ANY WORK PRODUCTS, INNOVATIONS, INFORMATION OR SERVICES PROVIDED UNDER THIS WORK AGREEMENT. HYLAND DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND DOES NOT WARRANT THAT ANY SERVICES, WORK PRODUCTS OR INNOVATIONS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE PROVIDED UNDER THIS WORK AGREEMENT WILL BE

UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

**9. Limitation Of Liability:**

HYLAND'S LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS WORK AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE ANY WORK PRODUCTS OR INNOVATIONS, SHALL IN NO EVENT EXCEED THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY CUSTOMER TO HYLAND FOR HYLAND'S PERFORMANCE UNDER THIS WORK AGREEMENT.

IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, THE COST OF RECOVERING SUCH DATA OR INFORMATION, OR THE COST OF SUBSTITUTE SERVICES OR WORK PRODUCTS, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

**10. Force Majeure:**

No failure, delay or default in performance of any obligation of a party to this Work Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This section shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date under this Work Agreement is postponed or extended pursuant to this section for longer than ninety (90) calendar days, Customer, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate Hyland's right to render further performance of services after the effective date of termination; provided, that Customer will be responsible for payment for the services provided by Hyland through the effective date of termination in accordance with the terms of this Work Agreement.

**11. Governing Law And Jurisdiction:**

This Work Agreement and any claim, action, suit, proceeding or dispute arising out of this Work Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio U.S.A. (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Work Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Cuyahoga County, Ohio U.S.A.

**12. Confidential Information:**

"Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Work Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third

party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations.

Each party agrees that, with respect to the Confidential Information of the other party, during the term of this Work Agreement for a period of five (5) years (or in the case of any Confidential Information of a disclosing party that is a "trade secret", for a period of the longer of five (5) years or so long as such information remains a "trade secret" under applicable law) thereafter, such party (and its employees, agents, consultants, contractors and representatives) as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Work Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order.

**13. Binding Effect And Assignments:**

This Work Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this Work Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

**14. Entire Agreement:**

This Work Agreement (including the exhibits and schedules attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. All purchase orders submitted shall be subject solely to the terms of this Work Agreement and the additional terms contained in any invoice delivered by Hyland, and any preprinted terms on any purchase order form used for the convenience of Customer are objected to and shall not alter or amend the terms of this Work Agreement or any such invoice.

**15. Acceptance Of Work Agreement:**

This Work Agreement represents Hyland's offer to perform the described services on the terms set forth herein. This offer shall not be deemed accepted until this Work Agreement is signed by both parties. Hyland may revoke this offer at any time prior to acceptance.

**16. Transmittal And Delivery Of Accepted Work Agreement:**

For purposes of this Work Agreement, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this Work Agreement and shall be given the same force and effect.

IN WITNESS WHEREOF, the undersigned have mutually agreed upon and entered into this Work Agreement as of the day and year first above written.

**WENATCHEE POLICE DEPARTMENT**

**HYLAND SOFTWARE, INC.**

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Hyland Legal

Approved By:

Date:

**EXHIBIT A**

**SERVICES PROPOSAL**



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# PROFESSIONAL SERVICES PROPOSAL

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Wenatchee Police  
Department

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Document Version: 5

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Document Date: 28 Jan 2019

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THIS PROPOSAL IS VALID FOR A  
PERIOD OF **90** DAYS FROM THE  
ABOVE DATE.

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Details in this document are based on information given to Hyland Software Inc. and, therefore, subject to change. This document does not represent a commitment on the part of Hyland Software Inc. until executed by both parties and incorporated by reference into a services contract in accordance with the terms of such services contract.

The information contained in this document is confidential and proprietary to Hyland Software Inc. It is provided solely for the use of Wenatchee Police Department to describe the approach and work being proposed. This information may not be used for any other purpose and may not be further distributed. Any recipient of this document who is unwilling to agree to these conditions should return the document to Hyland Software Inc. without reviewing the contents or making further distribution. Review of this document shall constitute agreement to the restrictions stated above.

RFS# 27281798 (a Hyland internal request tracking number)  
#EU-0000- 17617691 (a Hyland internal request tracking number)

## TABLE OF CONTENTS

INTRODUCTION.....	3
PROPOSAL TERMS & USAGE .....	3
PROJECT AREAS.....	4
Project 1 – Document Management Solution and Report Review Workflow.....	4
Project 1 Deliverables .....	7
Project 1 Exclusions .....	7
Project 2 – Fortis Legacy Content Extraction.....	8
Project 2 Exclusions .....	9
Project 3 – Fortis Legacy Content Import .....	10
Project 3 Exclusions .....	11
KEY ASSUMPTIONS/CUSTOMER OBLIGATIONS .....	12
ROADMAP TO SUCCESS.....	14
PRICING ESTIMATE .....	17
PROJECT CHANGE CONTROL PROCESS .....	18
APPENDIX A – RESOURCE DESCRIPTIONS .....	19

## INTRODUCTION

The purpose of this document (the “Services Proposal”) is to define the goals, scope, fees, and other important details supporting the delivery of professional services for one or more projects defined in the Project Areas section.

## PROPOSAL TERMS & USAGE

Hyland Software, Inc. (“Hyland”) is pleased to provide the following estimate for professional services related to the use of the OnBase® Information Management System Software (“Software”) for Wenatchee Police Department (“Customer”) as shown in the Description of Services section of this document.

The content of this Services Proposal is subject to review and revision by both Hyland and Customer until fully executed by both parties.

Upon execution of this Services Proposal, the Hyland project manager will contact Customer project team to discuss project logistics and potential start dates. At this time, Hyland resource availability will be reviewed and presented to Customer. Start times can vary based on existing work volumes. The project will begin upon a mutually agreed upon date as soon as resource availability and Customer availability allow.

Once the project start date has been determined, resources will be assigned and scheduled to begin delivery of the services described in this proposal.

After execution, all changes to this Services Proposal will follow the [Project Change Control Process](#). All changes must be made to this Services Proposal through an authorized change order unless otherwise agreed to in writing by both Hyland and Customer.



## PROJECT AREAS

Hyland will provide the following services described within this proposal.

### **Project 1 – Document Management Solution and Report Review Workflow**

#### *Scope*

Hyland will provide services to Customer to implement the Document Management solution. Hyland's services will follow Hyland's roadmap to success detailed in this services proposal.

Hyland will collaborate with Customer to determine requirements for a new Software solution which provides document ingestion, retrieval capabilities, and archival of documents to be stored across Customer's Police department. Hyland will provide discovery services with Customer to gather requirements to identify and document the solution in a Solution Requirements Document. Upon completion of the Solution Requirements Document, Hyland will review the requirements with Customer and both parties will agree and sign-off on the proposed solution.

Hyland will collaborate with Customer to implement a Report Review and Approval workflow. The current business process begins when an officer completes a report. The officer submits that report to a supervisor for review and approval. The supervisor may approve or reject the report. The supervisor may include notes with rejected reports. Rejected reports are sent back to the officer for revision and re-submission. This process repeats until the report is approved by the supervisor. During the review of an active case, the system through workflow will add documents to that case. If no corresponding case data is available, Customer will manually index documents. Once the report is approved it is archived in the Software solution or sent to the Records Department for distribution internally or externally.

#### *Implementation*

The scope of this solution will include the following configuration and functionality:

- a. Hyland will implement the Software solution in up to two (2) environments identified as Production and Test;
- b. Hyland will implement Encrypted Disk Groups on up to two (2) disk groups;
- c. Hyland will configure EDMS for document revisions and versions;
- d. Hyland will configure up to twenty-five (25) document types;
- e. Hyland will configure up to two (2) scan queues to ingest documents that are scanned for indexing;
- f. Hyland will configure Application Enabler to enable Customer windows application Spillman for up to two (2) contexts (retrieve and import) on two (2) screens using OCR screen capture;
- g. Hyland will configure up to two (2) Software Workflows for report processing; and
- h. Hyland will configure the appropriate security rights and privileges as identified and defined during the requirements analysis phase and documented within the Solution Requirements Document.

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Included in the project scope is dedicated time for testing and training. Unless otherwise noted by the project teams during project planning, the following process is used for the testing and training of this solution.

- a. Customer will develop test cases in advance of the testing period of the project. To prepare Customer's testing team for executing the test cases, Hyland will provide training to familiarize those individuals with the Software interface, navigation, and configured functionality of the solution. This training enables the Customer to test the solution's functionality as defined in the SRD and is intended for up to ten (10) testers.
- b. Customer performs testing and provides Hyland with a notification of any issues based on the test cases developed by Customer in accordance to the requirements defined in the SRD. Hyland tracks the issues during Customer's user testing process using Hyland's issue tracker tool, and updates the Customer once the issues are resolved, whether by Hyland's project team or Customer's project team. This proposal assumes Customer's testing process will consist of one (1) cycle which is one (1) week in duration. Once Hyland determines all test cases comply with the SRD, the solution is ready for Go-Live.
- c. Hyland provides training to prepare Customer's end users on the business use of Software in the production environment. Included in this estimate is one (1) training session for up to ten (10) participants per session.

Any additional time or reallocation of time requested for testing or training shall be handled following the Project Change Control Process noted in this document.

Included in the project scope is dedicated time for go-live activities. Go-live activities include:

- a. The solution will be migrated to the production environment.
- b. Porting the final production configuration into one (1) non-production environment for future development and testing.
- c. Develop a deployment method for Customer to distribute Software to appropriate end users.
- d. Assist Customer's help desk with resolution of Software questions.

Included in the project scope is dedicated time for project closure. Hyland's project manager will schedule a meeting with Customer's project manager and project sponsor. The agenda will include introduction to Hyland's Technical Support team, discussion of any outstanding enhancements and associated timelines, discussion of the state of the relationship between organizations, and next steps for future opportunities as requested by Customer.

*Project 1 Assumptions*

This project is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

- a. Hyland is not responsible for the deployment of Software to end user workstations. Hyland will work with Customer’s Software administrator to identify requirements, test installation processes, and provide general consulting on the topic; however, it is ultimately Customer’s responsibility to roll-out Software to end user workstations;
- b. Workstation deployment testing, training, and consultation will be provided on up to three (3) workstations;
- c. Hyland is not responsible for the installation or configuration of third party software;
- d. Hyland estimates eight (8) hours for the training phase. Customer may request additional hours for such service under a future agreement;
- e. Hyland estimates eight (8) hours for the Customer testing support phase. Customer may request additional hours for such service under a future agreement; and
- f. Hyland estimates eight (8) hours for the go live support phase. Customer may request additional hours for such service under a future agreement.

*Required Resources*

<b>Resource</b>	<b>Rate Type</b>
Technical Consultant	Solution Consultant
Business Consultant	Solution Consultant
Project Manager	Solution Consultant

For details about the required resources, please review [Appendix A](#). For information about the rate type, please review [pricing](#).

## Project 1 Deliverables

The following table is intended to provide Customer an understanding of the deliverables produced and the associated responsibilities of both Customer and Hyland.

Description	Customer	Hyland
<b><u>Work Breakdown Plan</u></b>		
Purpose: Define the projected schedule of project events from initiation through go-live.		
Delivered within the initiation phase, and continually updated throughout the project.		Responsible
A Gantt chart visualization of deliverables, activities, and assignments that need to be performed to complete the project.	Responsible	Responsible
<b><u>Solution Requirements Document (“SRD”)</u></b>		
Purpose: Upon sign-off by Customer, the SRD replaces any previous form of scope or solution estimate, and becomes the then current project scope. Any changes to the SRD will be subject to review and re-estimation of the timeline, pricing, and work effort involved, and, based on such review and re-estimation, Hyland will determine whether the Project Change Control Process needs to be followed.		
SRD content is composed as a result of requirements gathering.		Responsible
Contains all requirements related to the base installation, configuration and deployment of the Software.		Responsible
Describes the proposed business requirements of the Workflow solution.		Responsible
Contains a series of use cases detailing process flows that comprise the Workflow solution.		Responsible
Outlines tasks and expectations for Customer and Hyland required for solution delivery.	Responsible	Responsible
<b><u>Solution Administration Guide</u></b>		
Purpose: Aid Software solution administrators and IT management/support in support of Software.		
Technical reference document containing critical details related to the delivered solution including server details, integration components, and infrastructure diagram.		Responsible
<b><u>Solution Training Guide</u></b>		
Purpose: Document is intended for use during initial end user training and can be updated by Customer’s internal Software training/education staff if solution is modified or enhanced in the future.		
An end-user training guide in Microsoft Word format containing descriptions of user interface (“UI”) components configured for the solution.		Responsible
<b><u>Software Solution</u></b>		
Purpose: The Software configuration delivered at the conclusion of the Project, as described in the SRD.		
Implementation of the requirements defined in the SRD.		Responsible

## Project 1 Exclusions

The following items are considered out of scope for this engagement:

- a. Custom Scripting or API Integrations;
- b. Creation of Electronic Forms;
- c. Upgrade of Software;
- d. Implementation of Software modules not listed above;
- e. Conversion or back file scanning; and
- f. Configuration of a capture solution.

## **Project 2 – Fortis Legacy Content Extraction**

### *Scope*

Hyland will provide services to Customer to extract the Fortis Document Management Solution (“Legacy System”) back-file data for Customer. Existing Legacy System contains up to ninety thousand (90,000) documents in four hundred forty (440) gigabytes of storage space. Hyland will provide services to Customer to extract documents and metadata from current Legacy System to an agreed upon storage location. Comma Separated Value (CSV) file(s) containing metadata for each document along with a reference to each physical file will be created.

### *Services*

Legacy System Content Extraction

### *Deliverables*

CSV Metadata file and Corresponding Images in their native file format

### *Project 2 Assumptions*

This project is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

- a. Hyland reserves the right to engage a third party to perform the extraction work;
- b. Hyland will provide all migration services remotely;
- c. All documents for up to twenty-five (25) document types in the Legacy System will be queried and extracted;
- d. Legacy System is currently still used in production and is not in a read only state;
- e. Document extraction is a one (1) time event from the production Legacy System environment. If additional extracts, delta extracts, or imports are needed, a change order will be required;
- f. Customer will provide an account to Hyland engineer within Legacy System that will have correct permissions and the ability to view/retrieve documents and metadata values in scope of this project;
- g. It is recommended to provide dedicated server(s) for document extraction and import;
- h. Documents will be extracted directly from a network directory and copied to a DIP import directory;
- i. Documents will be in no specific order as they are extracted from Legacy System;
- j. Solution will extract up to ten (10) metadata values from Legacy system database and one (1) filename for each document from Legacy system database to create DIP import file(s) that will be recognized and supported by Document Import Processor;
- k. Any documents that cannot be extracted due to processing errors of any kind will be skipped and reported for manual migration. The solution will not attempt to re-extract these documents;
- l. Customer will manually migrate documents which fail extraction, which falls outside the scope of this project;
- m. Customer will provide access to SQL Management Studio and will provide a database account that has read permissions to the Legacy System database tables;

- n. Customer is responsible for providing adequate storage space for the documents to be extracted;
- o. It is expected that all documents extracted are in their native file format and will have a file extension that maps to their native file format;
- p. This proposal allows for up to 10% document growth without requiring a re-estimation of effort;
- q. A test extract from Legacy System and import into Software will occur with approximately twenty five (25) documents per document type; and
- r. Extract storage location must be accessible by Software for DIP import processing.

*Required Resources*

<b>Resource</b>	<b>Rate Type</b>
Project Manager	Solution Consultant
Technical Consultant	Solution Consultant

For details about the required resources, please review [Appendix A](#). For information about the rate type, please review [pricing](#).

**Project 2 Exclusions**

The following items are considered out of scope for this engagement:

- a. File format conversion;
- b. Any documentation, such as end-user training documentation; and
- c. Documents not explicitly listed within the scope section.

### **Project 3 – Fortis Legacy Content Import**

#### *Scope*

Hyland will provide services to Customer to import the Fortis (“Legacy System”) back-file content for Customer. Hyland will import these documents and metadata into the newly created Software environment using Document Import Processor (DIP).

#### *Services*

Back-file content import

#### *Deliverables*

Back-file Migration

#### *Project 2 Assumptions*

This project is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

- a. Hyland will provide all migration services remotely;
- b. Customer has or will obtain the Document Import Processor (DIP) license prior to the start of services. The DIP license is not included in the price of this contract;
- c. It is recommended to provide dedicated server(s) for document extraction and import;
- d. Any documents that cannot be imported due to processing errors of any kind will be skipped and reported for manual migration. The solution will not attempt to re-import these documents;
- e. Customer will manually migrate documents which fail import, which falls outside the scope of this project;
- f. Customer is responsible for validating that all documents were migrated as expected within two (2) weeks of completion of migration into the new system;
- g. Customer is responsible for providing adequate storage space for the documents to be imported;
- h. It is expected that all documents imported are in their native file format and will have a file extension that maps to their native file format;
- i. This proposal allows for up to 10% document growth without requiring a re-estimation of effort; and
- j. Storage location must be accessible by Software for DIP import processing.

#### *Required Resources*

<b>Resource</b>	<b>Rate Type</b>
Project Manager	Solution Consultant
Technical Consultant	Solution Consultant

For details about the required resources, please review [Appendix A](#). For information about the rate type, please review [pricing](#).

### **Project 3 Exclusions**

The following items are considered out of scope for this engagement:

- a. File format conversion;
- b. Any documentation, such as end-user training documentation; and
- c. Documents not explicitly listed within the scope section.



## KEY ASSUMPTIONS/CUSTOMER OBLIGATIONS

The following are key assumptions that impact the success of the solution, and are applicable for all Project Areas within this proposal:

- a. Services will be provided both onsite at Customer's location in Wenatchee, WA as well as remotely from Hyland.
- b. To ensure anticipated timeframes are met, Customer will review deliverables in accordance to the agreed upon Work Breakdown Plan. Failure to respond where needed within the designated timelines may result in project delays, loss of resources, and incorporation of the Project Change Control Process.
- c. Hyland and Customer will review remaining work effort throughout the project. If at any time the number of hours required to complete a project phase noted in the roadmap section of this document exceeds the number of hours estimated by the project teams for that phase, then Hyland will incorporate the Project Change Control Process prior to exceeding the budgeted number of hours.
- d. Customer is responsible for ensuring all hardware is in place and made ready as dictated by the implementation schedule. This includes full access to all environments in which Hyland is required to work including environments required for migrations, integrations, or multiple development, testing, and production environments for Software.
- e. Customer will provide trained technical team members to assist in supporting and maintaining all aspects of the hardware, network, and database maintenance plans throughout the project.
- f. Customer will designate a Software administrator who will undergo any applicable Software training recommended before the start of requirements gathering to participate in the design and implementation process effectively. Recommended training courses are provided along with the Software license estimate separately from this proposal.
- g. Customer will provide appropriate access to facilities and office space for all onsite or remote work. This includes, but is not limited to, work desks, networked computers, team meeting rooms, conference phones, whiteboards, the internet and VPN connection as dictated by Customer's reasonable security measures.
- h. Customer will provide subject matter experts who are thoroughly knowledgeable about the current business practices in their respective areas and who are capable of performing their assigned project roles.
- i. Customer will make commercially reasonable efforts to maintain consistent project resources throughout the project. Any anticipated changes to the core team must be communicated in writing within five (5) business days unless termination or illness is the result of the change.
- j. Each deliverable created during this project will use Hyland's standard deliverable templates. Customer requested changes to the deliverable template may increase project costs or introduce timeline delays.
- k. Customer will provide Hyland resources a properly setup environment per Hyland's prerequisites. Setup will consist of the installation, configuration and administration of, but not limited to, all hardware and operating systems, database instance(s), networking and required third-party software.

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- l. Customer will include third-party vendors or subject matter/technical experts as required.
- m. Customer will assign a project sponsor, who will be actively involved in the project and is the final escalation point for all issues and decisions. The project sponsor will also ensure that the appropriate Customer personnel are made available to execute the project successfully.

## ROADMAP TO SUCCESS

The following table is intended to provide Customer an understanding of the roadmap to the project and associated responsibilities of both Customer and Hyland.

Description	Customer	Hyland
<b>Project Initiation Phase</b>		
Purpose: To prepare both Customer and Hyland project teams in advance of requirements gathering.		
Define project team and identify project sponsor(s).	Responsible	Responsible
Define initial work breakdown plan with timelines.	Responsible	Responsible
Define requirements gathering agenda.	Responsible	Responsible
Define Customer processes prior to requirements gathering.	Responsible	
Arrange physical workspace and tools necessary to accommodate scheduled onsite activities.	Responsible	
Plan and provision an appropriate environment for Software, in accordance with Hyland's prerequisites.	Responsible	
Provide local and remote access to all environments identified to complete the scoped solution.	Responsible	
Deliverable review of all Hyland standard documentation.	Responsible	
<b>Customer Change Control Process</b>		
This change control process formalizes the Customer's requested changes and is recommended for Customer to record and evaluate ideas for change related to Software, and differs from the Project Change Control Process. Changes, which are evaluated by Customer, and are requested within the scope of the current project, which are not documented in the SRD will follow the Project Change Control Process.	Responsible	
<b>Document Requirements Phase</b>		
Purpose: Formally gather, document, and agree upon requirements to be met in the solution.		
<b>Requirements Gathering</b>		
Hyland will engage Customer's subject matter and technical experts to discuss the solution in detail and define the requirements.	Responsible	Responsible
Follow up items may be discussed with the subject matter or technical experts to close any gaps in fully understanding the captured requirements.	Responsible	Responsible
<b>Solution Requirements Documentation</b>		
Compose formal documentation containing the use cases and associated requirements of the solution using Hyland's standard solution requirements document format.		Responsible
<b>Solution Requirements Validation</b>		
Review and red line (if applicable) the proposed solution requirements document.	Responsible	
Review the updates and determine if there is an impact on the Work Breakdown Plan and scope of the solution.	Responsible	Responsible
Introduce the Project Change Control Process for deviations, which impacts estimated pricing and/or work effort.	Responsible	Responsible
Make appropriate updates to the proposed solution requirements document.		Responsible

Description	Customer	Hyland
Validate the finalized SRD. Upon sign-off by Customer, the SRD replaces any previous form of scope or solution estimate, and becomes the then current project scope. The SRD will be subject to review and re-estimation of the timeline, pricing, and work effort involved, and, based on such review and re-estimation, Hyland will determine whether the <a href="#">Project Change Control Process</a> must be followed.	Responsible	
<b>Customer Test Case Development</b>		
Develops tests cases based on agreed upon business process and functionality requirements defined in the SRD.	Responsible	
Each test case should minimally include ID number, functional area, prerequisite or dependency, a description, testing steps, expected outcome, pass/fail and tester comments.	Responsible	
Develop/modify test cases throughout the duration of the project.	Responsible	
Periodic review of the test case development progress with Customer's assigned test case writer and Hyland's Project Manager.	Responsible	Responsible
<b>Implementation Phase</b>		
Purpose: Hyland designs, develops and functionally tests the Software solution.		
<b>Solution Implementation</b>		
Design the solution based on the SRD.		Responsible
Configure the solution in the Customer's designated environment.		Responsible
Validate the solution conforms to the requirements in the SRD.		Responsible
Inform Customer when functional unit testing is completed.		Responsible
<b>Training Phase</b>		
Purpose: To educate Customer's subject matter experts, designated end user trainers, and System Administrators on the specifics of the solution in preparation for end user testing.		
<b>Generate Training Guide</b>		
Compose a manual specific to the configured solution, which guides Customer's trainers on the functionality of the solution from an end-user perspective.		Responsible
Customize the training guide provided by Hyland to suit the needs for training of end users.	Responsible	
<b>Train the Trainer</b>		
Train Customer's designated System Administrator(s), testers and end user trainers responsible for educating their end user communities.		Responsible
Provide super users or solution champions to attend train the trainer session(s).	Responsible	
Training is oriented towards solution specific functionality. Customer will be responsible for all additional end-user training.	Responsible	
<b>Administrator Guide Generation</b>		
Compose a manual specific to the configured solution, termed the Solution Administration Guide ("SAG").		Responsible
Deliver the SAG, which will guide Customer's designated System Administrator(s) on the ongoing support and maintenance of the solution.		Responsible
Assist Customer with finalizing the SAG in the preparation of solution migration to Production.		Responsible
<b>User Testing Phase</b>		

Description	Customer	Hyland
<b>Purpose: Customer validates the solution functions in accordance with the SRD.</b>		
<b>User Testing</b>		
Perform user testing using test cases created by Customer.	Responsible	
Conduct at least one (1) dry run with at least one (1) end-user to identify any typos or disordered test scripts that would otherwise lead to a false negative test result.	Responsible	
Correct typos or corrections to test scripts.	Responsible	
Conduct testing with a majority of end-users.	Responsible	
Document Software issues reported by Customer using Hyland's issue tracking tool.	Responsible	Responsible
Classification of the issues reported by Customer.	Responsible	Responsible
<b>Issue Resolution</b>		
Make necessary updates to solution as agreed to by both Customer and Hyland project teams.	Responsible	Responsible
Retest all updates to the solution which Hyland project team has communicated is ready for end user testing.	Responsible	
Repeat issue resolution steps as necessary until all test cases pass.	Responsible	
<b>Go-Live Phase</b>		
<b>Purpose: To prepare environment and end-users for Go-Live in Customer's production environment.</b>		
Develop a go-live plan including activities to be completed by both parties in preparation for the go-live event.	Responsible	Responsible
Support Customer post go-live as noted within each project scope above.	Responsible	Responsible
<b>Closure</b>		
Gather project sponsors to discuss overall project activities, future opportunities, and outstanding enhancement requests.	Responsible	Responsible
Project handoff by Hyland's project team to Customer's designated Technical Support Team at Hyland.	Responsible	Responsible

## PRICING ESTIMATE

Customer acknowledges that the services estimated are based solely on the information provided to Hyland and referenced in the above Project Area(s).

### Time & Materials Pricing Estimates

#	Project 1 – Document Management Solution and Report Review Workflow	Estimated Hours	Estimated Totals (USD)
1	Total Estimated Work Hours	174	\$33,491.34
2	Total Estimated Travel Hours	48	\$4,632.72
	<b>Totals</b>	<b>222</b>	<b>\$38,124.06</b>

#	Project 3 – Fortis Legacy Content Import	Estimated Hours	Estimated Totals (USD)
1	Total Estimated Work Hours	16	\$2,909.76
2	Total Estimated Travel Hours	0	\$0
	<b>Totals</b>	<b>16</b>	<b>\$2,909.76</b>

Rate Type	Hourly Rate
Technical Consultant	\$181.86
Business Consultant	\$205.79
Project Manager	\$191.44

### Time & Materials Pricing Assumptions

The cost estimates were created using the following assumptions:

- a. The above pricing estimate includes estimated services fees and the travel time anticipated to complete the project(s) successfully;
- b. Travel time for services personnel is charged at one half (1/2) applicable services rates and will not exceed eight (8) hours per one-way trip;
- c. Travel expenses are not included in this estimate and will be charged separately;
- d. Travel expenses are estimated at \$2,500.00 per trip;
- e. For Project 1, Hyland recommends a total of three (3) trips across all resources to maximize project success. The estimated travel time is included in the above estimate;
- f. Any estimate provided to complete the Services is provided for convenience only and is an approximation of the anticipated amount of fees needed to complete such Services. Customer will be invoiced based on the amount of time actually required to complete such Services, the applicable hourly fees and any applicable travel and expenses; and
- g. Hyland will charge services fees on a time and materials basis to Customer for the time and materials services under this proposal pursuant to Hyland’s GSA Schedule #: GS-35F-249DA, with a term of April 1, 2016 through March 31, 2021.

## Fixed-Fee Pricing

Project Name	Estimate Type	Amount (USD)
Project 2 – Fortis Legacy Content Extraction	Fixed-Fee	\$11,112.66
Total		\$11,112.66

### Fixed-Fee Pricing Assumptions

The fixed price was determined based on information provided to Hyland by Customer and assumptions developed by the parties based upon that information. In the event that (a) any such information is inaccurate or necessary information was not provided to Hyland, (b) Customer fails to fulfill its obligations during this Work Agreement, or (c) reasonably unforeseen technical or system limitations exist or arise, and any of such causes materially and adversely affect the performance of the services, this fixed price shall be adjusted equitably to reflect the impacts of such circumstances.

The pricing for Project 2 represents a fixed price services engagement. Payment milestones for this engagement will be invoiced as follows:

- a. Payment Milestone 1: Extraction of Legacy System documents and data to Customer Network Storage Location
  - \$11,112.66 of the total fixed price will be invoiced by Hyland to Customer upon milestone1.

## PROJECT CHANGE CONTROL PROCESS

Requested changes to this Services Proposal will be managed using the Project Change Control Process outlined below.

If any party believes that a change to this Services Proposal is warranted, the party shall issue a change request (“Change Request”) in writing. The Customer’s project team and Hyland project team will review the request, determine the impact on the Services Proposal, and agree to the requested changes. Once the requested change(s) is accepted, Hyland will provide a formal change order (“Change Order”) to Customer outlining the change in service, the impact on hours, and the related impact on cost and/or timeline.

Customer and Hyland will fully execute the Change Order prior to the requested changes taking effect. Customer and Hyland acknowledge that this may affect services, timelines, and deliverables, and therefore will make commercially reasonable efforts to execute any changes to this Services Proposal with enough lead-time to minimize the influence on the project.

## APPENDIX A – RESOURCE DESCRIPTIONS

The following table is intended to provide Customer an understanding of the Hyland Global Services resource types and their corresponding responsibilities.

Resource Type	Responsibilities
Technical Consultant	Provides expertise on the installation and configuration of the solution. Responsible for documenting Customer requirements, building the solution to meet the requirements, providing administrative training, train the trainer courses, migration of the environments, and user testing and go-live issue resolution.
Project Manager	Provides project management support including project initiation, developing the project charter and work breakdown plan with Customer, coordinating schedules and resources, discussing burn down rates, tracking issue list(s), scope creep and impact, generating change orders (if applicable), and acts as the initial escalation path.
Business Consultant	Provides expertise on the installation and configuration of both Workflow and WorkView solutions. Responsible for documenting business process requirements, building the solution to meet the documented requirements, providing administrative training, train the trainer courses, migration of the environments and user testing and go-live issue resolution.

\*\*\* END OF DOCUMENT \*\*\*



## Summary of Estimated Expenses - OnBase Software

Item		Comment:
Software & Training	\$50,237.96	GSA Contract
1st Year Maintenance	\$11,476.07	
Project 1 (Estimate)	\$38,124.06	Software & Workflow Implementation
Project 2 (Fixed)	\$11,112.66	Fortis Content Extraction
Project 3 (Estimate)	\$2,909.76	Fortis Content Importation
<b>Subtotal</b>	<b>\$113,860.51</b>	
Tax (Estimated)	\$9,564.28	
<b>Subtotal</b>	<b>\$123,424.79</b>	
Travel (Estimated)	\$7,500.00	3 Trips @ \$2500/trip
<b>Grand Total</b>	<b>\$130,924.79</b>	

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

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

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

**SUBJECT:** Wenatchee Federal Building Architectural Services – Design Contract

**DATE:** February 8, 2019

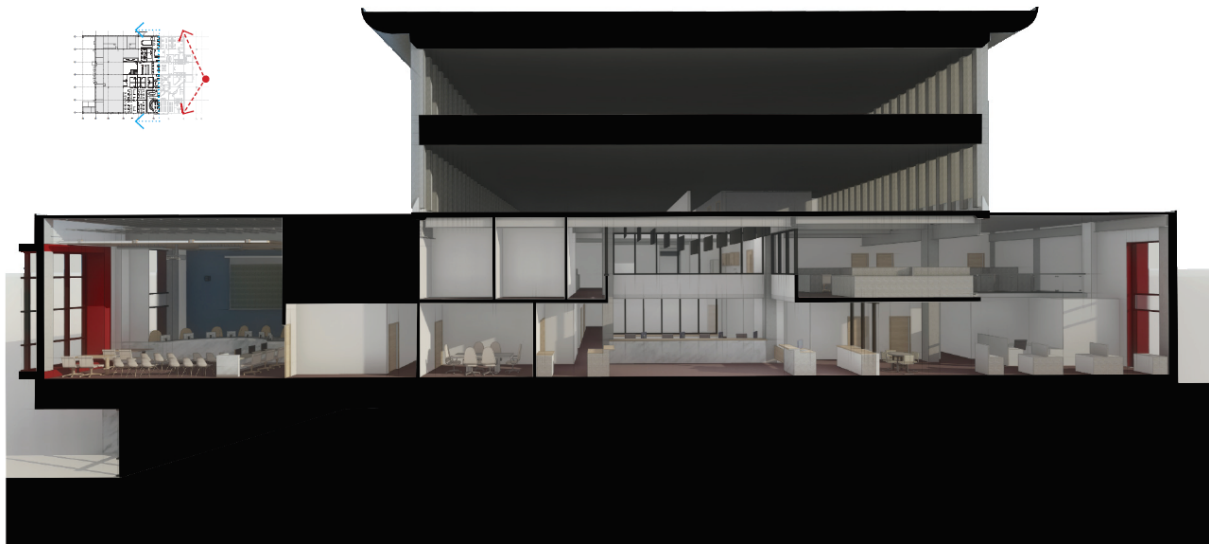
**MEETING DATE:** February 14, 2019

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**I. OVERVIEW**

The City hired ARC Architects in 2017 to review the federal building systems and develop a schematic design in anticipation of purchase of the building for a new city hall. In addition to providing information critical to the evaluation of the purchase of the city units in the Federal Building, ARC Architects developed schematic design for the remodel of the 1<sup>st</sup> floor and the existing mezzanine for new city hall.

ARC Architects provided the results of schematic design to the City Council on December 6, 2018. The next steps in the process is to enter into a design contract to prepare the final floor plan design as well as construction documents for bidding the work. Most of this work will be completed in 2019 with an anticipated start of construction in spring of 2020.



**II. ACTION REQUESTED**

*Staff recommends the City Council authorize the Mayor to negotiate and enter into a contract with ARC Architects for design through bidding services.*

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



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

The budget for this project is as follows. This contract for \$801,742.74 falls within the project budget and is included in 2019 adopted budget.

<i>Project Expenditures</i>	
Purchase of Property	3,600,000
Property Purchase Admin/Condo Reserves	50,000
Temporary City Hall Move	100,000
Schematic Design	150,000
Change Management	17,000
Owners Representative - Design	30,000
Design Development	730,000
Road and Parking Design	144,000
Remodel - Construction	6,500,000
Remodel Construction Management/Insp.	200,000
Road Construction/Parking	575,000
Fixtures, Furniture, and Equipment	650,000
Administration	50,000
Art Fund	100,000
City Contingency	1,500,000
<b>Project Expenditures</b>	<b>14,396,000</b>

**IV. PROPOSED PROJECT SCHEDULE**

Design is expected in 2019 with construction to follow in 2020.

**V. REFERENCE(S) N/A: Proposed Scope of Work**

**VI. ADMINISTRATIVE ROUTING**

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

02/08/2019

Attn: Steve King, City of Wenatchee Economic Development Director  
Submitted via e-mail to SKing@WenatcheeWA.Gov



RE: Wenatchee City Hall Fee Proposal SD-CA

Dear Steve:

ARC Architects is pleased to submit its proposal for the *Wenatchee City Hall* project at the Wenatchee Federal Building site, which includes architectural & engineering services for schematic design through bidding, with forecasted CA and post-construction estimated services for consideration. For more than 40 years ARC has provided quality services to public and non-profit clients across the state. In addition to ARC, our team for this proposal includes the following consultants:

- Structural - PCS Structural Solutions (Seattle)
- Mechanical/Plumbing/Electrical/Lighting/Telecom/Security & Access Control - Hargis Engineers (Seattle)
- Civil - Pacific Engineering (Wenatchee)
- Landscape - SCJ Studio (Seattle/Wenatchee)
- Survey - Northwest Geodimensions, Inc. (Wenatchee)
- Acoustics and Audio/Video Design - BRC (Seattle)
- Building Envelope - JRS Engineering (Seattle)
- Cost Estimator - Project Delivery Analysts (Bainbridge Island)
- Interior Design - Robin Dalton Design (Seattle)
- Environmental - Fulcrum Environmental Consulting (Yakima)

The Design Team's total proposed fee for Standard, Specialty and Additional Services from Schematic Design through Bidding is **\$801,742.74** including reimbursable expenses. Construction administration and post-construction services for a future ammended contract are included for informational purposes and calculations and currently stand at \$344,818.81 including expenses, for a total fee of \$1,146,561.55.

### Standard Services Fee Proposal Overview

Stemming from our Feasibility Study (dated January 1, 2019) cost estimate, the anticipated construction cost for the building and site was determined to be \$6,281,400, which ARC is utilizing as the Maximum Allowable Construction Cost (MACC). Per the most current *Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects (effective July 1, 2015)*, ARC has enclosed Basic Consultant fee calculations per these guidelines on the enclosed proposal as well as necessary Speciality Consultant fee proposals. Basic Consultant fees cover Architectural, Structural, Mechanical and Electrical services and are valued as 10.04% (Schedule B building type of 8.54% + 1.5% for remodel work) of the anticipated construction cost. Of the additional 3% allowed for remodel design we have added 1.5% for remodel work.

### Specialty & Additional Services Fee Proposal Overview

Given that the Washington State Fee Schedule does not cover all scope of services that are required for your project, ARC has also provided an itemized list of Additional Services that are necessary to be added to this

proposed Standard Services fee. This primarily includes all design and engineering services not architectural, structural or MEP (mechanical/electrical/plumbing), and expanded architect Construction Administration services for owner/architect/contractor (OAC) construction progress meetings.

### Project Understanding

This proposal is based on the information and recommendations from the January 1, 2019 *Wenatchee City Hall Feasibility Study for the Redevelopment of The Wenatchee Federal Building* prepared by ARC Architects for the City of Wenatchee. It is understood that the City has purchased part of the Federal Building property in May of 2018 as part of a condominium agreement with LocalTel, North Central Washington's leading provider of Fiber Internet, Television, Phone, and Security services for homes and businesses over the Chelan, Douglas, and Grant County. Both the entities intend to individually renovate their portions of property for business / government office space. This proposal is limited to the City of Wenatchee and Common Area renovations noted in the Feasibility Study.

The division of ownership and shared common areas are documented in the Condo Survey prepared by Northwest Geodimensions (dated 05/25/2018). The existing Federal Building is 5 level (1 basement level + 3 above grade stories + mezzanine) steel framed structure originally built in 1972. The area of work for this project is outlined in the 12/05/2018 Task Matrix and Total Project Cost Estimates prepared by Project Delivery Analysts, and itemizes included/excluded interior and exterior renovations for this proposal (Year 2020 remodel) and future suggested building maintenance improvements. The Year 2020 remodel includes approximately 24,735sf of interior renovation/expansion to house City Hall, with identified City Departments and spaces documented in the final Program included in the Feasibility Study. The scope also included fire sprinkler renovations to Levels 2 and 3, exterior improvements for building envelope and architectural punched openings, as well as improvements to the project site.

The As-built verification process assumes that the City will remove all acoustical ceiling tiles within the project area prior to the initial field visit, to more accurately document the existing conditions of the ceiling spaces.

LEED and any other 3rd party sustainability certifications are not included in this scope.

The City's overall project budget for this work is \$10,500,000 with a construction budget of \$6,281,400. The project delivery method is assumed to be Design-Bid-Build, with no requirements for accelerated or fast-track construction, multiple bid packages or phased construction.

The duration of services is assumed to be 1 calendar year for Design (February 2019 - February 2020), and 11 calendar months for construction (February 2020 - January 2021). Construction will be completed in a single phase construction.

The City shall retain any consultants and contractors not listed in this fee proposal. Furniture and arts coordination, record drawings and expanded CA support are additional architectural services. Modifications to the project scope of work, schedule or assumptions may result in additional fees.

### ARC Architects Standard Services

ARC Architects' responsibilities will be followed in accordance with the American Institute of Architects (AIA) B101-2017 Owner-Architect Agreement, Article 2, with term and policy limits and amounts established by ARC. ARC Architect's basic services will consist of those described in Article 3 of AIA B101-2017, Scope of Architect's Basic Services, in addition to the requirements set forth in any City initiated Consultant Agreement signed between ARC Architects and the City of Wenatchee. ARC Architects' responsibilities during construction will be in accordance with the AIA C201-2017 General Conditions for the Contract for Construction. In addition to these requirements, project specific services, durations and deliverables are as follows:

*Schematic Design (SD)*

1. WSFS Standard Services Fee Reduction: Given the accomplishments of the 2019 Feasibility Study, ARC Architects is proposing to reduce a % of it's Schematic Design fee from the calculations for this fee proposal for Schematic Design architectural scope that was competed as part of the Feasibility Study. This % and fee amount is itemized as part of the fee proposal included in this document. A full breakdown of the Design Team Fees and expenses are included in Exhibit D.

**ARC Architects Professional Fees**

ARC Architects will provide design, documentation and construction administration services for a %-complete not to exceed fee with the following estimated breakdown:

Schematic Design	\$26,118.56 (includes \$25,000 credit)
Design Development	\$56,798.40
Construction Documents	\$88,037.52
Bidding	\$5,679.84
Construction Administration	\$76,677.84
Post Construction	\$5,679.84
Additional Services	\$73,680.00
Estimated Expenses	<u>\$20,460.00</u>
<b>Total</b>	<b>\$353,132.00</b>

**Attachments**

The attached ARC Architects Standard Terms & Conditions (Exhibit A) and any other attachments referenced in this proposal are incorporated and made a part of our agreement, and by your authorization to proceed (in writing or orally), you are agreeing to those Standard Terms and Conditions. In the event that we decide to prepare more detailed contract documents for this project such as the AIA standard form contracts, and you decide that we need to start work before completion of these more detailed contract documents, then this proposal and the attached Standard Terms and Conditions will apply to and control the work performed until the more detailed contract documents are negotiated and executed.

Also included are the standard billing rate schedule (Exhibit B) and standard reimbursable expenses (Exhibit C).

We sincerely appreciate the opportunity to offer this proposal and look forward to working with you. Should this proposal adequately define the services you require for your project then please return a signed copy for our files. Should you have any questions please contact me at 206-900-0326.

Sincerely,

Jeff Wandasiewicz | Principal, AIA  
ARC Architects  
D: (206) 900-0326

Approval

\_\_\_\_\_  
Steve King, Economic Development Director  
City of Wenatchee  
(509) 888-3203

Attachments:

- Exhibit A – Standard Terms and Conditions
- Exhibit B – Standard Billing Rate Schedule 2019
- Exhibit C – Standard Reimbursable Expenses
- Exhibit D – Fee Proposal

# EXHIBIT A

## ARC Architects

### Standard Terms and Conditions

#### Contract Form

The contract form(s) to be used for this project is the American Institute of Architects (AIA) B101-2017, C201-2017.

#### Standard of Care

Services provided by ARC Architects shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice and by mutual agreement between the parties, ARC Architects will correct those services not meeting such a standard of care without additional compensation.

#### Invoicing & Payments

ARC Architects generally invoices on a monthly basis but reserves the right to invoice at any time for services delivered and expenses incurred. Invoices are due and payable on a net 30 day basis from the date of invoice. Amounts unpaid thirty (30) days after the invoice date are subject to a monthly service charge of 1.5% on the then unpaid balance. Interest on unpaid amounts will accrue from the invoice due date. The Client shall pay all costs of collection, including reasonable attorney's fees. Payments to the Sub-Consultants shall be made promptly after ARC Architects is paid by the Owner under the Prime Agreement. ARC Architects shall pay the Consultant in proportion to amounts received from the Owner which are attributable to the Consultant's services rendered and Reimbursable Expenses incurred within thirty (30) days of receipt of payment from Owner.

#### Ownership Of Documents

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by ARC Architects are the property of ARC Architects; ARC Architects retains the copyright to these materials and they shall not be used by the Client without the written consent of ARC Architects.

#### Dispute Resolution

All disputes covered by this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

#### Termination

Either the Client or ARC Architects may terminate this Agreement at any time with or without cause upon giving the other party seven (7) consecutive calendar days prior written notice. The Client shall within twenty (20) consecutive calendar days of termination pay ARC Architects for all services rendered and all costs incurred up to the date of the termination notice.

#### Attorney's Fees

In the event of any litigation arising from or related to the services provided, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

#### Indemnification

ARC Architects agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any



# EXHIBIT A

damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by its negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom ARC Architects is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold ARC Architects harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of their contractors, sub-contractors or consultants or anyone for whom the Client is legally liable, and arising from the services that are the subject of this Agreement. Neither party is obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

## Survival

These Terms and Conditions are intended to be separate and severable. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

## Consequential Damages

Neither party to this Agreement shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or ARC Architects, their employees, agents or sub-consultants. Consequential damages include, but are not limited to economic loss, loss of use and loss of profit.

## Limitation Of Liability

The Client agrees that its maximum aggregate recovery for any and all claims against ARC Architects, including without limitation, claims for professional negligence or breach of contract shall be limited to the amount of professional fees paid for services under this agreement to the date of the claim. Client and ARC Architects may agree to increase this limitation of liability, but only if agreed to in writing and supported by additional consideration paid to ARC Architects. The parties agree that this clause was mutually negotiated and represents a material part of this agreement.

## Applicable Laws

Unless otherwise specified, all services provided, in accordance with this Agreement shall be governed by the laws of the state of Washington. It is further agreed that any suit, claim or legal proceeding of any kind between the Client and ARC Architects shall be brought in a court of competent jurisdiction in Seattle, Washington.

## Billing Rate Schedule

The estimated costs for this project are based on ARC Architects's current rates. These rates, however, are subject to annual adjustment. As such, ARC Architects reserves the right to increase its rates for its services if this Agreement extends beyond 12 months or if changes in the project schedule by the Client, or its consultants or contractors, result in an extended duration into the following calendar year. ARC Architects will provide written notice to the Client in advance of any rate increases.

The billing rates attached hereto as Exhibit B are the current rates for all services provided by ARC Architects.

## Consultants

Services of Consultants, when carried as a sub consultant to ARC Architects, will be billed at a multiple of one point one (1.10) times the amount billed to ARC Architects for such services.



# EXHIBIT A

## Reimbursable Items

Reimbursable expenses are in addition to compensation for ARC Architects's services, compensation shall be computed as a multiple of one point zero (1.10) times the expenses incurred. Examples of reimbursable expenses are attached as Exhibit C.

## Condominium Conversion:

In the event the Client, or its successors or assigns, converts or starts to convert the project, or any portion thereof, to a condominium: (1) ARC Architects shall be fully released and discharged from any claims, liabilities, damages, losses, penalties, costs and expenses (including attorneys' fees) for the breach or alleged breach of any common law, statutory or professional warranties, express or implied, that may apply to the development, design, construction and sale of condominiums, including the express warranties in RCW 64.34.443 and the implied warranties in RCW 64.34.445; and (2) to the fullest extent permitted by law, the Client and its successors and assigns shall defend, indemnify, and hold ARC Architects harmless from and against any claims, liabilities, damages, losses, penalties, costs and expenses (including attorneys' fees) for the breach or alleged breach of any such warranty.

# EXHIBIT B

## ARC Architects

### Hourly Billing Rates Schedule 2019

*All rates are reviewed annually each January*

<b>CLASSIFICATION</b>	<b>\$/HOUR</b>
Consulting Principal	\$180
Principal / Project Manager	\$150
Project Manager / Project Architect	\$125
Emerging Professional Level 2/3	\$95
Emerging Professional Level 1/2	\$90
Emerging Professional Level 1	\$85

# EXHIBIT C

## ARC Architects

### Standard Reimbursable Expenses

#### Reimbursable Expenses

Compensation for Reimbursable Expenses incurred by ARC Architects in connection with the Project shall be based on amounts invoiced to ARC Architects, plus ten percent (10%). The following list is not intended to be all inclusive but rather a list of the most common reimbursable expenses:

1. Fees paid for securing approval of authorities having jurisdiction over the Project
2. Reproductions and scanning services
3. Color & color plotting, small and large format
5. Couriers, postage and handling of documents
6. Parking, mileage and transportation expenses associated with the Project
7. Models, materials board, mock-ups and special samples requested by the Owner
9. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

**EXHIBIT D**

WENATCHEE CITY HALL  
 FEE PROPOSAL - FULL ARCHITECTURAL & ENGINEERING SERVICES  
 FEE BASIS - WASHINGTON STATE FEE SCHEDULE  
 2/8/2019

<b>FEE SUMMARY</b>	fee	overhead	macc	amount	remarks
<b>WSFS Basic Services</b>	10.04%	1	\$6,281,400	\$630,653	1.5% increase for renovation
architect				\$283,992	inclusive
structural				\$97,791	inclusive PCS
mechanical				\$149,330	inclusive Hargis
electrical				\$99,540	inclusive Hargis
ARC - credit for initial concept				-\$25,000	ARC
PCS- credit for initial concept				-\$7,000	PCS
Hargis- credit for initial concept				-\$8,958	Hargis
<b>Specialty Consultants</b>					
civil	\$112,000	1.1		\$123,200	Pacific
landscape	\$22,400	1.1		\$24,640	SCJ
acoustics	\$29,180	1.1		\$32,098	BRC
audio / visual	\$22,000	1.1		\$24,200	BRC
communications / IT	\$27,400	1.1		\$30,140	Hargis
envelope	\$58,900	1.1		\$64,790	JRS
lighting designer	\$6,000	1.1		\$6,600	Hargis
security / access controls	\$9,600	1.1		\$10,560	Hargis
site lighting	\$6,000	1.1		\$6,600	Hargis
e-gen , e-service	\$27,400	1.1		\$30,140	Hargis
hardware	\$0	1.1		\$0	assumed no charge
interior design	\$19,750	1.1		\$21,725	Dalton
environmental	\$28,400	1.1		\$31,240	Fulcrum
survey	\$5,396	1.1		\$5,936	NW Geodimensions
estimator	\$24,535	1.1		\$26,989	PDA
<b>Additional Services</b>	\$73,680	1		\$73,680	ARC Architects
<b>TOTAL STANDARD, SPECIALTY &amp; ADDITIONAL SERVICE FEES</b>				<b>\$1,102,232</b>	

<b>ESTIMATED EXPENSES</b>	fee	overhead	amount	remarks
architect - printing / courier	\$6,000	1.1	\$6,600	ARC
permitting	\$0	1.1	\$0	excluded (by owner)
architect - travel	\$12,600	1.1	\$13,860	ARC
mechanical / electrical	\$5,000	1.1	\$5,500	Hargis
civil	\$2,500	1.1	\$2,750	Pacific
envelope	\$4,030	1.1	\$4,433	JRS
acoustic + audio / visual	\$600	1.1	\$660	BRC
interior design	\$1,000	1.1	\$1,100	Dalton
environmental	\$4,600	1.1	\$5,060	Fulcrum
estimator	\$490	1.1	\$539	PDA
structural	\$2,030	1.1	\$2,233	PCS
survey	\$0	1.1	\$0	NW Geodimensions
landscape	\$1,450	1.1	\$1,595	SCJ
<b>TOTAL ESTIMATED EXPENSES</b>				<b>\$44,330</b>

**\$1,146,562 TOTAL**

# EXHIBIT D

WENATCHEE CITY HALL  
FEE PROPOSAL -ARCHITECTURAL ADDITIONAL SERVICES  
2/8/2019

**(2019) BILLING RATES**

consulting principal	\$180
principal / project manager	\$150
project architect	\$125
emerging professional	\$90

<b>ADDITIONAL SERVICES</b>	consulting principal	principal / project	project architect	emerging professional	remarks
furniture coordination		40			weekly, 11mo
ARC supplemental CA support		408			
Hargis supplemental CA support					
arts coordination		20			
record drawings		4		32	
<b>Meeting</b> artist					
Hours	0	472	0	32	
Hourly Rate	\$180	\$150	\$125	\$90	
Subtotal Fee	\$0	\$70,800	\$0	\$2,880	
<b>ADDITIONAL SERVICE FEE</b>					<b>\$73,680</b>

# EXHIBIT D

WENATCHEE CITY HALL  
FEE PROPOSAL - FULL ARCHITECTURAL & ENGINEERING SERVICES  
TEAM FEES BY PHASE  
2/8/2019

Discipline	Company	Schematic Design (SD)	SD Credit	Design Development	Construction Documents	Bidding	Construction Administration	Post Construction	Subtotal	Overhead Markup	Totals	Reimbursable Expenses	Overhead Markup	Totals
architect	ARC Architect	\$51,118.56	-\$25,000.00	\$56,798.40	\$88,037.52	\$5,679.84	\$76,677.84	\$5,679.84	\$258,992.00	1.0	\$258,992	\$18,600	1.1	\$20,460
additional services	ARC Architect	\$0.00	\$0.00	\$0.00	\$12,480.00	\$0.00	\$61,200.00	\$0.00	\$73,680.00	1.0	\$73,680	\$0	1.1	\$0
structural	PCS Structural Solutions	\$11,735.00	-\$7,000.00	\$29,826.00	\$29,826.00	\$1,956.00	\$24,448.00	\$0.00	\$90,791.00	1.0	\$90,791	\$2,030	1.1	\$2,233
mechanical	Hargis Engineers Inc	\$26,879.00	-\$5,374.80	\$29,866.00	\$46,292.00	\$2,987.00	\$40,319.00	\$2,987.00	\$143,955.20	1.0	\$143,955	\$5,000	1.1	\$5,500
electrical	Hargis Engineers Inc	\$17,917.00	-\$3,583.20	\$19,908.00	\$30,857.00	\$1,991.00	\$26,876.00	\$1,991.00	\$95,956.80	1.0	\$95,957	\$0	1.1	\$0
telecommunications design	Hargis Engineers Inc	\$27,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,400.00	1.1	\$30,140	\$0	1.1	\$0
lighting design	Hargis Engineers Inc	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	1.1	\$6,600	\$0	1.1	\$0
security systems design	Hargis Engineers Inc	\$9,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,600.00	1.1	\$10,560	\$0	1.1	\$0
parking lot lighting design	Hargis Engineers Inc	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	1.1	\$6,600	\$0	1.1	\$0
core & shell power systems	Hargis Engineers Inc	\$27,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,400.00	1.1	\$30,140	\$0	1.1	\$0
envelope	JRS Engineering	\$0.00	\$0.00	\$10,500.00	\$9,700.00	\$0.00	\$0.00	\$0.00	\$8,900.00	1.1	\$64,790	\$4,030	1.1	\$4,433
civil	Pacific Engineering	\$13,600.00	\$0.00	\$24,000.00	\$38,000.00	\$2,800.00	\$33,600.00	\$0.00	\$112,000.00	1.1	\$123,200	\$2,500	1.1	\$2,750
landscape	SCJ Studio	\$3,360.00	\$0.00	\$4,480.00	\$8,960.00	\$1,120.00	\$4,480.00	\$0.00	\$22,400.00	1.1	\$24,640	\$1,450	1.1	\$1,595
AV + Acoustics	BRC Acoustics & Audiovisual Design	\$3,100.00	\$0.00	\$23,000.00	\$21,500.00	\$1,580.00	\$2,000.00	\$0.00	\$51,180.00	1.1	\$56,298	\$600	1.1	\$660
interior design	Dalton Design Group	\$3,555.00	\$0.00	\$3,950.00	\$6,122.50	\$395.00	\$5,332.50	\$395.00	\$19,750.00	1.1	\$21,725	\$1,000	1.1	\$1,100
environmental	Fulcrum Environmental Consulting	\$10,800.00	\$0.00	\$7,400.00	\$7,700.00	\$2,500.00	\$0.00	\$0.00	\$28,400.00	1.1	\$31,240	\$4,600	1.1	\$5,060
survey	Northwest Geodimensions	\$5,395.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,395.50	1.1	\$5,935	\$0	1.1	\$0
estimator	Project Delivery Analysts, LLC	\$6,165.00	\$0.00	\$8,895.00	\$9,475.00	\$0.00	\$0.00	\$0.00	\$24,535.00	1.1	\$26,989	\$490	1.1	\$539
									\$1,102,232					\$44,330
														<b>\$1,146,562</b>

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**COUNCIL AGENDA REPORT  
FINANCE DEPARTMENT**

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

**FROM:** Brad Posenjak, Finance Director

**SUBJECT:** Amendment to Interlocal Agreement with Chelan County for Inmate Housing Services

**DATE:** February 11, 2019

**MEETING DATE:** February 14, 2019

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**I. OVERVIEW**

Chelan County provides inmate housing services for the City of Wenatchee at \$96 per day per inmate. On November 6<sup>th</sup>, the City received a letter from Chelan County stating that they are implementing a \$25 processing fee per inmate. Since the finances of the Chelan County Jail are in need of additional operating revenues, the City is willing to assist the Jail with this fee that is outside of the current contract. To accept this additional fee, City staff requested a formal amendment to the Interlocal Agreement.

**II. ACTION REQUESTED**

Staff requests a motion for the City Council to authorize the Mayor to sign the Sixth Amendment to the Interlocal Agreement Between Chelan County and the City of Wenatchee to provide inmate housing services.

**III. FISCAL IMPACT**

Based on current inmate populations, this fee is expected to cost the City an additional \$40,000 per year. The City's 2019 budget should have enough capacity to handle this increase. This contract was reviewed by Finance Committee.

**IV. ATTACHMENTS**

Letter from Chelan County Regional Justice Center  
Sixth Amendment to the Interlocal Agreement Between Chelan County and the City of Wenatchee

**V. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Allison Williams, Executive Services Director  
Steve Smith, City Attorney  
Edgar Reinfeld, Police Captain



CHELAN COUNTY  
**REGIONAL JUSTICE CENTER**

Bill Larson, Director • Ron Wineinger, Deputy Director

401 Washington St. Level 2 • Wenatchee, WA 98801 • Phone: (509) 667-6462 • www.co.chelan.wa.us

City of Wenatchee  
Mayor's Office

NOV 05 2018

Received

November 1, 2018

Mayor Frank Kuntz  
Wenatchee City Hall  
129 South Chelan Avenue  
Wenatchee, WA 98801

Dear Mayor Kuntz:

The Chelan County Regional Justice Center is dependent upon the revenue generated from daily bed rates as our primary funding source. In setting these rates, we carefully and realistically evaluate our operating costs. We are committed to maintaining an operation that ensures safety and security for all of our inmates and staff, as well as the communities we serve.

The daily bed rate for 2019 is set at \$96.00. Additionally, we are implementing a \$25.00 processing fee per inmate. This will be a "one-time" fee, per incarceration.

We would have preferred to provide this notification to you earlier this fall as a matter of professional courtesy, but recent changes in personnel caused us some delay. We appreciate your patience and understanding.

Nicole Thompson is our new Business Manager. If you have any questions regarding the 2019 rates, please don't hesitate to call Ms. Thompson at (509) 667-6319. Or, you may call me at (509) 667-6277. Thank you.

Sincerely,

William Larson  
Interim Director



**SIXTH AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN  
CHELAN COUNTY AND THE CITY OF WENATCHEE**

THIS SIXTH AMENDMENT is made by Chelan County, Washington, hereafter referred to as “County” and the City of Wenatchee, Washington, hereinafter referred to as “City”, for the purpose of amending the Interlocal Agreement Between Chelan County and the City of Wenatchee for the Housing of Inmates in the Chelan County Regional Justice Center dated November 10, 2010, heretofore entered into between the County and City.

WHEREAS, the purpose of this Amendment is to memorialize the addition of a per inmate processing fee; and

WHEREAS, the Interlocal Agreement was previously amended by a First Amendment effective January 1, 2012, a Second Amendment effective January 1, 2013, a Third Amendment effective January 1, 2014, a Fourth Amendment effective January 1, 2016, and a Fifth Amendment effective January 1, 2018.

NOW THEREFORE, in consideration of the terms and conditions contained herein or attached and incorporated and made part hereof, the County and City agree as follows:

Section 6, Compensation, is amended as follows:

6. COMPENSATION

(a) Rate for Incarceration. Chelan County agrees to accept and house the City’s inmates for compensation at the rate of \$96.00 per day, per inmate, plus the cost of any medical services rendered in accordance with Section 11 of the Agreement. This per day rate includes minimum, medium and maximum classification inmates. The date of booking into the CCRJC of the City’s inmates, no matter how little time of a twenty four(24) hour day it constitutes, shall count as one(1) day and shall be billed to the City as a day of Custody in Chelan County. Additionally the City shall pay a processing fee for each inmate booking at a rate of \$25 per inmate. This processing fee shall only be charged for a booking from outside CCRJC into CCRJC custody.

Except as modified herein, all other terms and conditions remain in full force and effect. The effective date of this amendment is January 1, 2019.

THIS SIXTH CONTRACT AMENDMENT, consisting of two (2) pages, is executed by the persons signing below who warrant that they have the authority to execute the contract amendment.

CITY OF WENATCHEE

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FRANK KUNTZ, Mayor

Approved as to form:

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City of Wenatchee Attorney

CHELAN COUNTY  
BOARD OF COMMISSIONERS

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KEVIN OVERBAY, Chairman

---

DOUG ENGLAND, Commissioner

---

BOB BUGERT, Commissioner

ATTEST:

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Carlye Baity, Clerk of the Board

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Bill Larson, Director of CCRJC

Approved as to form:

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Doug Shae, Prosecuting Attorney

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**COUNCIL AGENDA REPORT  
ECONOMIC DEVELOPMENT DEPARTMENT**

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

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

**SUBJECT:** Former Public Works Remediation Project – WSDOE Agreement - Reimbursement

**DATE:** February 8, 2019

**MEETING DATE:** February 14, 2019

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**I. OVERVIEW**

The City vacated the former public works site in 2009 with the intent of spurring waterfront revitalization and reusing the property for a higher and better use. In order to facilitate re-use, environmental contamination concerns must be addressed. The City hired Maul Foster Alongi to perform environmental studies to address concerns around the former landfill and other minor contamination concerns. The results of those studies in cooperation with the Department of Ecology yielded a remediation approach involving capping the site. The City entered into the Department of Ecology Voluntary Cleanup program with the goal of obtaining a No Further Action letter to allow redevelopment of the site.

The city awarded the project to the low bid to Halme Construction, Inc. in the amount of \$373,468.21. The winter of 2015/2016 was one of the wettest winters on record. Additional costs were incurred to import enough gravel to adequately cap the site to facilitate the purchase of the property for a hotel. Thus, the total contract amount of the project increased to \$497,548.85.

After the construction was complete, a No Further Action letter was obtained from the Department of Ecology and the city proceeded to sell the property to A&A Development for the construction of a Hilton Garden Inn.

Model Toxics Control Act funding this last legislative cycle dedicated to the Department of Ecology allowed the Department to award funding for the city's good work of the city in being proactive about addressing a contamination problem under the Voluntary Cleanup program. Given the city is in a distressed area, reimbursement funding is available for 75% of the city's costs. The city will receive \$450,000 for this work.

**II. ACTION REQUESTED**

*Staff recommends the City Council authorize the Mayor to negotiate and sign a grant agreement with the Washington State Department of Ecology for cleanup of the Wenatchee Former Public Works Yard project..*

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

This is grant agreement will reimburse the Local Revitalization Fund for the investment in the cleanup of the former Public Works site in the amount of \$450,000.

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**COUNCIL AGENDA REPORT  
ECONOMIC DEVELOPMENT DEPARTMENT**

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**IV. PROPOSED PROJECT SCHEDULE**

N/A

**V. REFERENCE(S)**

1. Draft Grant Agreement

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Allison Williams, Executive Services Director  
Deanne McDaniel, Finance Director



## Agreement No. TCPRA-2018-Wenatc-00045

### TOXICS CLEANUP REMEDIAL ACTION GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF WENATCHEE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Wenatchee, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

#### GENERAL INFORMATION

Project Title:	Wenatchee Former Public Works Yard
Total Cost:	\$676,259.39
Total Eligible Cost:	\$600,000.00
Ecology Share:	\$450,000.00
Recipient Share:	\$150,000.00
The Effective Date of this Agreement is:	10/01/2013
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Independent Remedial Action - Post Cleanup

#### Project Short Description:

The City of Wenatchee Public Works Site (Cleanup Site ID 11323) consists of two parcels with a combined area of approximately three acres at 25 North Worthen St in Wenatchee, Washington. Previous uses of all or a portion of the Site include a municipal landfill (approximately 1950-1970) and a Public Works Yard (1950's-2009). Chemicals of concern include petroleum hydrocarbons, benzene, toluene, ethylbenzene, total xylenes, polycyclic aromatic hydrocarbons, polychlorinated biphenyls and metals.

#### Project Long Description:

The Wenatchee City Public Works Site (Cleanup Site ID 11323) consists of two parcels with a combined area of approximately three acres. The Site is located at 25 North Worthen St in Wenatchee, Washington, adjacent to Riverfront Park and the Columbia River in Wenatchee. According to historical sources and personal interviews, the Site was undeveloped until sometime between the 1930s and the 1950s, when landfill operations began.

Part of the Site covers a closed municipal landfill, which operated on the southern bank of the Columbia River from approximately 1950 to 1970. Based upon exploratory site excavations, geophysical excavations, and anecdotal reports, the closed landfill is under the northern and eastern portions of the Site. The western portion of the Site is not underlain by the landfill.

Environmental investigations at the Site include:

- Soil Investigation (Budinger & Associates, 1981)
- Site Check/ Site Assessment for Permanent Closure of Underground Storage Tanks, (Forsgren Associates, 1995)
- Wenatchee Landfill Targeted Brownfield Assessment (Ecology & Environment, Inc, 2000)
- Phase I Environmental Site Assessment (Maul Foster & Algoni, Inc (MFA), 2011)
- Piezometer Installation (MFA, 2011)
- Stained Soil and Combustible Gas Assessments (MFA, 2011)
- Geophysical Survey (MFA, 2011)
- Focused Site Characterization (MFA, 2011)
- Data Gap Investigation Summary (MFA, 2013)
- Focused Site Assessment (MFA, 2014)
- Remedial Action Completion Report (MFA, 2016)
- Site Management Plan (MFA, 2016)

Based on the findings of these environmental investigation activities, as well as known Property uses, identified potential environmental conditions included:

- Former heating oil Underground Storage Tank (UST) release
- Former fueling area and associated USTs
- Surface soil releases resulting from public works operations
- Groundwater contamination migrating onto the site from landfill impacts
- Combustible gas in soil vapor migrating onto the site from landfill decomposition

The chemicals of concern associated with these environmental concerns include petroleum hydrocarbons, benzene, toluene, ethylbenzene, total xylenes, polycyclic aromatic hydrocarbons, polychlorinated biphenyls and metals.

Soil lithology beneath the Site generally consists of an approximately 5-10 foot thick layer of gravelly silt, underlain by a silt unit that extends to approximately 20 feet below ground surface (bgs). Groundwater is first encountered below this silt layer at depths ranging from approximately 20 to 26 feet bgs, and generally flows to the south-southwest, away from the Columbia River.

Remedial action was conducted during construction and consisted of:

- Targeted Soil Removal. Targeted excavation of soil and/ or landfill refuse, with off-site disposal at an appropriately permitted disposal facility;
- Soil Consolidation. Consolidation of existing soils on Site.
- Capping. Construction of a protective cap consisting of a demarcation fabric and a minimum 1-foot thick layer of clean soil over the entire Site. Cap material included both a base course (gravel) or topsoil depending on the

Agreement No: TCPRA-2018-Wenatc-00045

Project Title: Wenatchee Former Public Works Yard

Recipient Name: City of Wenatchee

intended use for that portion of the Site. In total 12,490 tons of gravel and 1,018 cubic yards of topsoil were imported and placed at the Site as part of the protective cap.

- Institutional Controls. Development of a site management plan to protect the integrity of the cap and placement of environmental covenants to prohibit groundwater use from beneath the Site, and requirement of a vapor intrusion barrier beneath any future buildings.

ECOLOGY issued a No Further Action determination for the Site on March 16, 2016. The anticipated future use of the Property is a hotel and associated parking lot, sidewalks, and landscaping.

Overall Goal:

The overall goal of this project was to cleanup the former Wenatchee Public Works Yard Site to be protective of human health and the environment while fostering local economic development through cleanup. Construction of a new hotel is anticipated on the property, which will provide economic growth and opportunity for the City of Wenatchee.

DRAFT

**RECIPIENT INFORMATION**

Organization Name: City of Wenatchee  
  
Federal Tax ID: 91-6001291  
DUNS Number: 075746545  
  
Mailing Address: PO Box 519  
Wenatchee, WA 98807-0519  
  
Physical Address: 1350 McKittrick St, Ste A  
Wenatchee, Washington 98801  
  
Organization Email: fkuntz@wenatcheewa.gov

**Contacts**

<b>Project Manager</b>	Jessica Shaw Environmental Manager  P.O. Box 519 Wenatchee, Washington 98807-0519 Email: jshaw@wenatcheewa.gov Phone: (509) 888-3225
<b>Billing Contact</b>	Natalie Thresher Contracts Coordinator  1350 McKittrick St, Ste A Wenatchee, Washington 98801 Email: nthresher@wenatcheewa.gov Phone: (509) 888-6204
<b>Authorized Signatory</b>	Frank J. Kuntz Mayor  129 South Chelan P.O. Box 519 Wenatchee, Washington 98807 Email: fkuntz@wenatcheewa.gov



**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Toxics Cleanup  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Toxics Cleanup  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Mary Monahan  1250 W Alder St. Union Gap, Washington 98903-0009 Email: mmon461@ecy.wa.gov Phone: (509) 454-7840
<b>Financial Manager</b>	Lyndsay Gordon  PO Box 47600 Olympia, Washington 98504-7600 Email: lgor461@ecy.wa.gov Phone: (360) 407-7606

## SCOPE OF WORK

Task Number: 1 **Task Cost: \$600,000.00**

Task Title: J012 - Independent Remedial Actions

### Task Description:

This task funds RECIPIENT's costs ECOLOGY deems reasonable and necessary to plan and perform independent remedial actions at the Site needed to receive a No Further Action determination from ECOLOGY. To be reimbursable, the independent remedial actions must have been conducted in compliance with the Model Toxics Control Act.

Eligible costs include those needed to enter scientific data into the Environmental Information Management system as required by ECOLOGY and to document cleanup information needed for ECOLOGY to make its determination for the Site.

### Task Goal Statement:

To meet MTCA cleanup standards at the Site.

### Task Expected Outcome:

No Further Action determination by ECOLOGY for the Site.

## J012 - Independent Remedial Actions

### Deliverables

Number	Description	Due Date
1.1	No Further Action Letter	
1.2	Independent Remedial Action Cleanup Report	

**BUDGET**

**Funding Distribution EG190308**

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Former Wenatchee Public Works Yard- VCP Funding Type: Grant  
 Funding Effective Date: 10/01/2013 Funding Expiration Date: 06/30/2019

Funding Source:

Title: Local Toxics Control Account (LTCA)

Type: State

Funding Source %: 100%

Description: Remedial action grants and loans are provided to Local Governments in Washington State to assist with the cleanup of publicly owned lands contaminated with hazardous substances. Grants or loans offered included those for cleanups conducted under state or federal cleanup order or consent decree, independent cleanups, safe drinking water actions, areawide groundwater investigations, and integrated planning activities. The remedial action grant and loan program was created by the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directed ECOLOGY to adopt rules for grant and loan issuance and performance. Those rules are in Chapter 173-322A WAC, Remedial Action Grants and Loans. Funds for remedial action grants and loans come from a tax on hazardous substances. MTCA directs 44% of the tax revenue into the Local Toxics Control Account (LTCA). Each biennium, the Legislature appropriates a portion of the funds in the LTCA for remedial action grants and loans.

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 25%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Former Wenatchee Public Works Yard- VCP	Task Total
J012 - Independent Remedial Actions	\$ 600,000.00

**Total: \$ 600,000.00**

**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Former Wenatchee Public Works Yard- VCP	25.00 %	\$ 150,000.00	\$ 450,000.00	\$ 600,000.00
<b>Total</b>		<b>\$ 150,000.00</b>	<b>\$ 450,000.00</b>	<b>\$ 600,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier

covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

##### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

##### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

##### 3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
  - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@watech.wa.gov](mailto:payeehelpdesk@watech.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the

RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance



(QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as

appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

#### 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

Agreement No: TCPRA-2018-Wenatch-00045

Project Title: Wenatchee Former Public Works Yard

Recipient Name: City of Wenatchee

- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

### 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

### 27. TERMINATION

#### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

**b) For Convenience**

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

**c) By Mutual Agreement**

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

**d) In Event of Termination**

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

**28. THIRD PARTY BENEFICIARY**

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

## 29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

DRAFT

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**COUNCIL AGENDA REPORT  
COMMUNITY DEVELOPMENT DEPARTMENT**

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

**FROM:** Glen DeVries, Community Development Director  
Stephen Neuenschwander, Planning Manager

**SUBJECT:** Historic Preservation Board Member Appointment – Glenda Travis

**DATE:** February 11, 2019

**MEETING DATE:** February 14, 2019

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**I. OVERVIEW**

The Historic Preservation Board currently has one vacant position. The City received an application from Glenda Travis on December 10, 2018. Ms. Travis was interviewed by the Board at their regular meeting on February 6, 2019. The Historic Preservation Board is recommending her appointment.

In accordance with the City of Wenatchee Historic Preservation Ordinance, the Historic Preservation Board consists of 7 members appointed by a majority of the Wenatchee City Council. Board members must:

- be residents of the greater Wenatchee area, and
- have a demonstrated interest and competence in historic preservation and possess qualities of impartiality & broad judgment.

**II. ACTION REQUESTED**

Staff and the Historic Preservation Board recommend the City Council pass Resolution No. 2019-08, designating a voting representative (Glenda Travis) to the Historic Preservation Board for a term ending December 31, 2021.

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

None, the Historic Preservation Board is made up of volunteer members.

**IV. REFERENCE(S)**

1. Resolution 2019-08
2. Glenda Travis Board Application

**V. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk

## RESOLUTION NO. 2019-08

**A RESOLUTION,** appointing a voting representative to the Wenatchee Historic Preservation Board for a three-year term ending December 31, 2021.

**WHEREAS,** a vacancy exists on the Wenatchee Historic Preservation Board; and

**WHEREAS,** at their February 6, 2019, meeting the Wenatchee Historic Preservation Board interviewed and unanimously recommended Glenda Travis to be appointed to the Board; and

**WHEREAS,** Glenda Travis will bring valuable experience to the Board.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE** makes the following appointment to the Wenatchee Historic Preservation Board with a term ending on December 31, 2021:

**NAME & ADDRESS**

Glenda Travis  
627 Baker Ave.  
East Wenatchee, WA 98802

**TERM EXPIRES**

December 31, 2021

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 14<sup>th</sup> day of February, 2019.

**CITY OF WENATCHEE,**  
a Municipal Corporation

By: \_\_\_\_\_  
FRANK J. KUTNZ, Mayor



ATTEST:

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

APPROVED:

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



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

**COMMISSION/BOARD INFORMATION**

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

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

**APPLICANT INFORMATION**

City of Wenatchee Resident  Yes  No

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

Last Name: TRAVIS First Name: GLENDA Initial: \_\_\_\_\_

Physical Address: 627 BAKER AVE City: E. WENATCHEE Zip: 98802

Mailing Address: 7 A N. WENATCHEE AVE City: WENATCHEE Zip: 98801

Day Phone: 509-264-7238 Evening Phone: same

E-mail: glendatravis@gmail.com Years lived in Wenatchee Valley: 12

Occupation: REAL ESTATE Years of Experience: 13

Work Address: 7A N. WENATCHEE AVE City: WENATCHEE Zip: 98801

Education and Formal Training: 3 YRS COLLEGE, REAL ESTATE - 30 ANNUAL CREDIT HRS. FOR 13 YEARS

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

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

**Volunteer/Community Experience:**

- |   |                                 |
|---|---------------------------------|
| Organization and Duties: <u>VP &amp; Chair of PR Committee of Spokane Youth Symphony</u>    | Length of Service: <u>2 yrs</u> |
| Organization and Duties: <u>President &amp; Race Director for Troika Triathlon, Ironman</u> | Length of Service: <u>2 yrs</u> |
| Organization and Duties: <u>VP of Communications for Inland NW Development Council</u>      | Length of Service: <u>4 yrs</u> |
| Organization and Duties: <u>Mktg &amp; PR Chair for Philanthropy Day Awards Luncheon</u>    | Length of Service: <u>4 yrs</u> |
| Organization and Duties: <u>Volunteer Kapalua Intl Pro-Am Golf - Maui</u>                   | Length of Service: <u>1 see</u> |
| Skills/Special Interests: <u>Volunteer position - E Wenatchee Planning Commission -</u>     | <u>2 yrs.</u>                   |



Experience related to the Commission/Board: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Why are you seeking this appointment?  
As a young girl riding the city bus to & from my music & ballet lessons every day after school,  
I would study the old buildings downtown with such curiosity. Today, I have a sincere interest in preserving  
the historical character of downtown Wenatchee, believe the health of a community is related to the character  
& vibrancy of its downtown, and opened a small real estate branch office downtown to help promote it.

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

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

**REFERENCES**

Name: Lisa Still Tidd  
Address: 470 9th St. NE City: East Wenatchee Zip: 98802  
Phone: 509-888-2400 Email: lisa@stillproperties.com  
Occupation: Owner of Still Properties, Designated Broker Years known: 12

Name: Anita Van Stralen  
Address: 1205 N. Wenatchee Ave. City: Wenatchee Zip: 98801  
Phone: 509-665-9800 Email: anita@cwtitle.com  
Occupation: Escrow Officer Years known: 12

Name: Lisa Carnes Dubois  
Address: 505 N. Wenatchee Ave City: Wenatchee Zip: 98801  
Phone: 509-664-3050 Email: lisa@cornerstonelend.com  
Occupation: Mortgage Broker Years known: 6

**AFFIDAVIT OF APPLICANT**

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

(Signature) Glenda Travis  
Date: 12-10-18





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

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

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

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

Signed: \_\_\_\_\_

*Glenda Travis*

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

*12-10-18*

**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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

**FROM:** Aaron Kelly, Public Works Operations Manager

**SUBJECT:** Convention Center Restroom Upgrade Project 1619 Bid Award

**DATE:** February 11, 2019

**MEETING DATE:** February 14, 2019

**I. OVERVIEW**

The Convention Center Restroom Upgrade project was initiated back in 2016. The purpose of this project is to update the bathrooms with new walls, flooring, counter tops, sinks and partitions. The project went out for bid in 2017 receiving only one bid with a Base price of \$208,486. In 2018, we modified the bid documents concentrating on the lower floor restrooms and strategically went out for bid in January to acquire additional bids.

We received a total of eight bids:

1619 - Convention Center Restrooms		Engineer's Estimate	Eider	Halme	Associated Const.	Whitebird	American Builders	JRCC	Coating Specialty	Hildebrand Const.
Item #	DESCRIPTION	Amount	Total	Total	Total	Total	Total	Total	Total	Total
BASE	BASE BID PRICE	\$ 200,000.00	\$ 218,925.00	\$ 200,000.00	\$ 195,361.00	\$ 193,699.00	\$ 189,936.00	\$ 188,555.89	\$ 186,914.10	\$ 121,520.00
	ALTERNATE BID ITEMS									
1	Toilet Partitions & Urinal Screens		\$ 34,716.00	\$ 50,000.00	\$ 56,193.00	\$ 47,200.00	\$ 33,405.00	\$ 50,465.97	\$ 39,500.00	\$ 58,250.00
2	Faucets		\$ 7,805.00	\$ 10,000.00	\$ 10,664.00	\$ 11,450.00	\$ 7,370.00	\$ 9,087.40	\$ 6,400.00	\$ 7,000.00
3	Flush Valves		\$ 8,979.00	\$ 10,000.00	\$ 8,357.00	\$ 9,230.00	\$ 8,392.00	\$ 15,013.82	\$ 7,400.00	\$ 9,370.00
4	Soap Dispensers		\$ 3,903.00	\$ 5,000.00	\$ 2,358.00	\$ 5,270.00	\$ 3,975.00	\$ 6,620.42	\$ (1,225.00)	\$ 4,540.00
5	Concrete Floor Finish		\$ (6,504.00)	\$ (5,000.00)	\$ -	\$ 15,905.00	\$ 2,268.00	\$ 5,967.49	\$ (6,000.00)	\$ 1,500.00

**II. ACTION REQUESTED**

Staff recommends the City Council authorize the Mayor to sign the contract with Hildebrand Construction for the Convention Center Restroom Remodel Project 1619 in the amount of \$202,180

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

Contract Base bid in the amount of \$121,520 and \$202,180 with alternates. The breakdown is as follows:

Project 1619 - Convention Center Restrooms Upgrades			Hildebrand Const.
Item #	DESCRIPTION	Unit	Total
BASE	BASE BID PRICE	LS	\$ 121,520.00
	ALTERNATE BID ITEMS		
1	Toilet Partitions & Urinal Screens		\$ 58,250.00
2	Faucets		\$ 7,000.00
3	Flush Valves		\$ 9,370.00
4	Soap Dispensers		\$ 4,540.00
5	Concrete Floor Finish		\$ 1,500.00
	Total with Alternates bid items		\$ 202,180.00

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**Funds:**

LTAC is funding this project with a total of \$216,822 budgeted for the project.

**V. Time for Completion:**

The contractor will have until August 30<sup>th</sup> 2019 to complete all work.

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Rob Jammerman, Public Works Director  
Rachael Ivie, PW's Business Manager  
Ruta Jones, Administrative Assistant

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**AGENDA REPORT  
COMMUNITY DEVELOPMENT DEPARTMENT**

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**TO: Wenatchee City Council**

**FROM: Community Development Staff**

**SUBJECT: Public Hearing - Extension of existing Interim Control for  
Cryptocurrency Mining**

**DATE: February 11, 2019                      HEARING DATE: February 14, 2019**

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**I. OVERVIEW**

On February 22, 2018 the Wenatchee City Council passed Ordinance 2018-04 establishing an interim zoning control for Cryptocurrency Mining for a period of 12 months. On March 22, 2018, Resolution 2018-13 was passed, after an advertised public hearing, which established a work plan and findings. On January 10, 2019, an Ordinance was brought to the Council which would have adopted permanent regulations and repealed the interim control established by Ordinance 2018-04. The council declined to approve the proposed Ordinance and instead directed staff to bring an ordinance to them to extend the interim control and also to coordinate the further refinement of the proposed regulations in partnership with the Planning Commission. Ordinance 2019-04, would extend the existing interim control another 6 months. Notice of this public hearing was published in the Wenatchee World newspaper and the City's website on February 2, 2019.

**ACTION REQUESTED**

An Ordinance extending and existing Interim Control have been enclosed for your consideration. Community Development staff recommend that the extension to the existing interim control be adopted after holding a public hearing.

A draft motion for the Wenatchee City Council's consideration:

**Draft Motion:** I move to adopt Ordinance No. 2019- 04 extending an existing interim control for Cryptocurrency Mining for another six months.

**II. FISCAL IMPACT**

No known fiscal impacts can directly be attributed to the proposed Ordinance.

**III. PROPOSED PROJECT SCHEDULE**

If adopted by the Wenatchee City Council, staff will use the 6 month timeframe to work with the Planning Commission and Council to find a set of regulations that the council is comfortable with adopting.

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**AGENDA REPORT  
COMMUNITY DEVELOPMENT DEPARTMENT**

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**IV. REFERENCE(S)**

1. Draft Ordinance No. 2019-04



## **ORDINANCE NO. 2019-04**

**AN ORDINANCE**, extending an interim official control relating to cryptocurrency mining operations in the City of Wenatchee, to be effective February 23, 2019, for a period of six (6) months.

**WHEREAS**, cryptocurrency is a term encompassing code-based protocols supporting an electronic, non-physical media for the exchange of value; and

**WHEREAS**, cryptocurrency mining is a continuous process where computers work to solve algorithms to maintain and build an algorithmic chain, or blockchain, and in exchange are granted cryptocurrency; and

**WHEREAS**, typical physical characteristics of cryptocurrency mining include specialized computer hardware, high electricity use, and the use of equipment to cool the hardware; and

**WHEREAS**, cryptocurrencies have an ever-fluctuating monetary value and can be exchanged for conventional currency; and

**WHEREAS**, the region's low electricity prices are attractive for locating cryptocurrency mining operations in the City; and

**WHEREAS**, the Public Utility District No. 1 of Chelan County (PUD) advised the City that the continuous use of specialized computer hardware creates a high-density load situation which is taxing the existing electricity distribution and service infrastructure throughout various parts of the City; and

**WHEREAS**, the PUD advises that the use of this specialized computer hardware, creating a high density load situation, in areas or at facilities where the electricity distribution infrastructure is not designed for its high energy loads creates a fire safety hazard; and

**WHEREAS**, the energy consumption characteristics of cryptocurrency mining was not envisioned in the development of the community's plans as they pertain to accommodating future growth; and

**WHEREAS**, if the current trends continue where cryptocurrency mining becomes increasingly prevalent, the PUD may not be able to meet the community's electricity consumption needs in a timely manner and therefore the community would not be able to accommodate its projected growth without the siting and construction of significant electrical infrastructure including power substations and lines; and

**WHEREAS**, Goal 1 in the Utilities Element of the Wenatchee Urban Area Comprehensive Plan, states: "Ensure that the utilities necessary to support development are adequate at the time they are needed without decreasing service levels below those locally acceptable", Policy 2 of Goal 1 further states: "No development will be approved that reduces the level of service of any utility below the adopted level of service"; and

**WHEREAS**, Goal ED 6 in the Economic Development Element of the Wenatchee Urban Area Comprehensive Plan, states: "Work with regional partners to ensure that regional and local infrastructure needs are addressed";

**WHEREAS**, key strategy number 10 (adopted as a policy by Goal ED 1, Policy 1) in the Economic Development Element of the Wenatchee Urban Area Comprehensive Plan begins with "Pursue data farm development" and goes on to described the benefits this type of development may bring to the community including the following passage: "Selling reliable

hydropower at market prices provides an amazing economic impact in terms of tax revenues to the schools and other governmental services”; and

**WHEREAS**, the PUD, as a public utility, does not have economic development authority or the ability to enforce or regulate the City’s community or economic development goals; and

**WHEREAS**, it is the City of Wenatchee’s understanding that the PUD, as a public utility, has limited legal authority, beyond rates and service regulations, to ensure that the public health safety concerns are adequately addressed, or that after connecting a High Density Load (HDL) there is sufficient capacity reserved in the electrical infrastructure to meet the City’s community and economic development goals; and

**WHEREAS**, the Wenatchee City Code does not currently have a specific land use category for cryptocurrency mining; and

**WHEREAS**, the City of Wenatchee passed interim control Ordinance No. 2018-04 on February 22, 2018 establishing a land use category and performance standards for the review and approval of new cryptocurrency operations in the City of Wenatchee; and

**WHEREAS**, City staff, in cooperation with PUD staff, studied the impacts cryptocurrency mining has on the electricity distribution network and developed standards to appropriately evaluate and address the impacts and brought them forward to the City Council on January 10, 2019, in proposed Ordinance No. 2019-02; and

**WHEREAS**, the Wenatchee City Council declined to adopt proposed Ordinance No. 2019-02 at its January 10, 2019, meeting, but desires to continue the interim official control to regulate further establishment of cryptocurrency mining in the City of Wenatchee while

City Staff further studies appropriate controls related to cryptocurrency mining in residential districts and overall noise impacts, among other things; and

**WHEREAS**, RCW 36.70A.390 and RCW 35A.63.220 authorize the City Council to extend interim official controls for periods of up to six (6) months if a public hearing on the proposal is held prior to each renewal; and

**WHEREAS**, interim official controls enacted under RCW 36.70A.390 are methods by which local governments may preserve the status quo so that new regulations will not be rendered moot by intervening development; and

**WHEREAS**, in conformity with the responsibilities of the City of Wenatchee to meet health, safety, and general welfare requirements and provide zoning and land use regulations pursuant to state law, and the City's authority to regulate land use activities within its corporate limits, the City intends to develop appropriate zoning requirements for the regulation of cryptocurrency mining operations.

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

**SECTION I**  
**Findings**

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

**SECTION II**  
**Public Hearing**

Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council held a public hearing on the interim official control imposed, prior to its renewal, on February 14, 2019 at 5:15 p.m., upon notice.

**SECTION III**  
**Interim Official Control Enacted**

Pursuant to Washington State law, an interim control that amends the Wenatchee City Code (WCC) by the addition of the following sections, shall be and hereby is approved to read as follows:

10.08.050 “C”

“Cryptocurrency mining” means the operation of specialized computer equipment for the primary purpose of mining one or more blockchain based cryptocurrencies such as Bitcoin. This activity typically involves the solving of algorithms as part of the development and maintenance of a blockchain which is a type of distributed ledger maintained on a peer-to-peer network. Typical physical characteristics of cryptocurrency mining include specialized computer hardware; High Density Load (HDL) electricity use; a high Energy Use Intensity (EUI) where the operating square footage as determined by the Utility is above 250kWh/ft<sup>2</sup>/year and with a high load factor in addition to the use of equipment to cool the hardware and operating space. For the purposes of the associated regulations, cryptocurrency mining does not include the exchange of cryptocurrency or any other type of virtual currency nor does it encompass the use, creation, or maintenance of all types of peer-to-peer distributed ledgers.

10.10.020 District Use Chart.

District Use Chart																		
<p><b>P = Permitted use</b></p> <p><b>P1 = Permitted, not to occupy grade level commercial street frontage</b></p> <p><b>AU = Accessory use</b></p> <p><b>C = Conditional use</b></p> <p><b>C1 = Permitted, not to occupy grade level commercial street frontage</b></p> <p><b>~ = Prohibited use</b></p> <p><b>M = Permitted use in a corridor mixed use project within the MRC overlay</b></p>																		
Uses	Commercial Districts				Mixed Use Districts			Residential Districts				Overlay Zones						
	CBD	NWBD/SWBD	CN	I	WMU	OMU	RMU	RF	RS	RL	RM	RH	HEO	CSO	MRC	IO	PO	RRO
<b>Industrial</b>																		
Cryptocurrency Mining	~	P	~	P	~	~	~	~	~	~	~	~	~	P	~	~	~	~

10.48.300 Cryptocurrency mining

All cryptocurrency mining operations where allowed by Chapter 10.10 WCC, District Use Chart, shall meet the following standards unless otherwise regulated within this code:

- (1) Applications shall be processed as a Type II administrative review with public notice under WCC 13.09.040.
- (2) The use of cargo containers, railroad cars, semi-truck trailers and other similar storage containers for any component of the operation is strictly prohibited.
- (3) Prior to commencing operations, the following information shall be provided to the City:
  - a. Written verification from Chelan County Public Utility District (PUD) will be required that:
    - i. An assessment has been made of the potential electrical consumption of the proposed use which ensures that the capacity available to serve the other needs of the planning area are consistent with the normal projected load growth envisioned by the PUD. Through this analysis the PUD can

assist the City in determining if there is a detrimental impact to the City's ability to accommodate the growth and redevelopment identified in the Wenatchee Urban Area Comprehensive Plan and the City's development codes.

- ii. If the above-mentioned assessment identifies a detrimental impact or threshold where existing electrical capacity is not sufficient, the PUD shall outline what system improvements might be necessary to mitigate any limits or system constraints to accommodate the proposed use. The PUD shall also provide general information on timelines and procedures for this work.
- iii. Utility Supply Equipment and related electrical infrastructure is sufficiently sized and can safely accommodate the proposed use; and
- iv. The use will not cause electrical interference or fluctuations in line voltage on and off the operating premises; and
- b. A copy of the Washington State Department of Labor and Industries electrical permit and written verification that the electrical work has passed a final inspection.

#### **SECTION IV** **Effective Period for Interim Official Control**

The interim official control set forth in this Ordinance shall be in effect for a period of six (6) months from February 23, 2019 and shall automatically expire at the conclusion of that six (6) month period unless the same is extended by the City as provided in state law or unless terminated sooner by Ordinance.

#### **SECTION V** **Work Program**

The Mayor and other responsible staff are hereby authorized to study and address issues related to determining the impacts and necessary controls on cryptocurrency mining in the City of Wenatchee.

#### **SECTION VI** **Severability**

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

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

## **SECTION VII**

### **Declaration of Emergency**

The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority plus one of the whole membership of the Council, and that the same is not subject to a referendum if passed by unanimous vote of the council (RCW 35A.11.090). Without an extension/renewal of the current interim official control on the City's acceptance of development applications for cryptocurrency mining within City limits, such applications could become vested, leading to development that could be incompatible with the development regulations eventually adopted by the City. Therefore, the interim official control must be renewed/extended as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of a flood of applications to the City (upon knowledge of the City's intent to review the appropriateness of these uses in City limits) in an attempt to vest rights for an indefinite period of time.

## **SECTION VIII**

### **Effective Date**

This Ordinance, as a public emergency ordinance necessary for the protection of public safety, property or welfare, shall take effect on February 23, 2019 after passage by a majority plus one vote of the City Council.



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

at a regular meeting thereof, this 14<sup>th</sup> day of February, 2019.

**CITY OF WENATCHEE,**  
a Municipal Corporation

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

ATTEST:

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

APPROVED:

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