



## WENATCHEE CITY COUNCIL

Thursday, April 11, 2019

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

### AGENDA

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

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

#### 2. Consent Items:

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

Vouchers:

Benefits/deduction checks in the amount of \$974,414.70 for March 29, 2019

Claim checks #189919 through #189926 in the amount of \$17,685.83 for March 29, 2019

Claim checks #189918, #189927 through #189991 in the amount of \$593,713.61 for March 29, 2019

Claim checks #190009 through #190081 in the amount of \$398,720.40 for April 4, 2019

Payroll distribution in the amount of \$441,474.64 for April 5, 2019

Payroll distribution in the amount of \$2,019.21 for April 5, 2019

- Resolution No. 2019-18, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Department of Public Works to dispose of the personal property identified herein.

#### 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.

- Child Abuse Awareness and Prevention Month Proclamation
- Arbor Day Proclamation

## 5. Action Items.

- A. Cemetery Code Update  
Presented by David Erickson, Parks, Recreation and Cultural Services Director

*Motion for City Council to adopt Ordinance No. 2019-15, amending and restating Chapter 9.04 Cemetery of the Wenatchee City Code; and repealing all prior ordinances in conflict herewith.*

- B. WWTP Equalization Basin Liner Replacement – Project No. 1620  
Budget Amendment Approval and Authorization to Award Construction Contract  
Presented by Jeremy Hoover, P.E., Senior Engineer – Utilities

*Motion for City Council to approve the budget amendment presented to the Finance Committee and included as an exhibit to this report, and award the contract for construction of the WWTP Equalization Basin Liner Replacement (Project No. 1620) to KRCL, LLC, in the amount of \$227,840.54, and further authorize the Mayor to sign the Construction Contract.*

- C. WWTP Equalization Basin Liner Replacement Construction Inspection Contract  
Presented by Jeremy Hoover, P.E., Senior Engineer – Utilities

*Motion for City Council to authorize the Mayor to sign Consultant Supplemental Agreement #3 on behalf of the City with HDR, Inc., for construction inspection services for the Wastewater Treatment Plant Equalization Basin Liner Replacement (Project No. 1620).*

- D. Skyline Transmission Line Replacement – Project No. 1704  
Authorization for Consultant Supplement Agreement #3  
Presented by Jeremy Hoover, P.E. Senior Engineer – Utilities

*Motion for City Council to approve the budget amendment presented to the Finance Committee, and that the City Council authorize the Mayor to sign Consultant Supplemental Agreement #3 on behalf of the City with BHC Consultants, LLC, for additional sanitary and storm sewer design services with the Skyline Reservoir Transmission Line Replacement (Project No. 1704).*

- E. Purchase and Sale Agreement – Mission/Kittitas Parking Lot  
Presented by Steve King, Economic Development Director

*Motion for City Council to authorize the Mayor to sign a Fifth Amendment to the Real Estate Purchase and Sale Agreement with Weidner Apartment Homes for the Mission and Kittitas parking lot, extending the due diligence period to June 30, 2019.*

**6. Reports.**

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

**7. Announcements.**

**8. Adjournment.**



## WENATCHEE CITY COUNCIL MEETING

Thursday, March 28, 2019

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

**DRAFT**

### MINUTES

**In attendance:**

Mayor Frank Kuntz  
Councilmember Ruth Esparza  
Councilmember Lyle Markhart  
Councilmember Keith Huffaker  
Councilmember Mark Kulaas  
Councilmember Linda Herald

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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  
Community Development Director Glen DeVries  
Finance Director Brad Posenjak  
Economic Development Director Steve King  
Police Chief Steve Crown  
Parks, Recreation & Cultural Services Director David Erickson  
Project Manager Charlotte Mitchell  
Engineering Manager Jacob Huylar  
Housing & Community Planner Brooklyn Holton  
Planning Manager Stephen Neuenschwander

### 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 Ruth Esparza led the Pledge of Allegiance. The excused absences of Councilmember Mike Poirier and Jim Bailey were noted for the record.

#### 2. Consent Items:

Motion by Councilmember Keith Huffaker to approve agenda, vouchers, and minutes from previous meetings. Motion seconded by Councilmember Ruth Esparza. Motion carried (5-0).



### 3. Citizen Requests/Comments.

Carrie Gavin, 1120 Cherry Street, Wenatchee, and Pat Whitfield, 516 North Montclair Avenue, East Wenatchee (former members of the Diversity Advisory Council), read a letter into the record with an update on the status of the Diversity Advisory Council. The Mayor thanked them for serving on the board, addressed their concerns and the goal of forming a regional Diversity Advisory Council.

### 4. Presentations.

- National Service Recognition Day Proclamation read by Councilmember Mark Kulaas and presented to Alan Walker, Executive Director of the Chelan-Douglas Community Action Council who said a few words about the volunteer programs they administer (Americorps, RSVP, etc.).

### 5. Work Session Items.

- A. Security Camera Results. Parks, Recreation & Cultural Services Director David Erickson provided information related to the security camera installed at the Skyline Drive overlook and the reduction of crime at the location.
- B. Methow Park Project Overview. Project Manager Charlotte Mitchell and Trust for Public Land representative Cary Simmons provided an update on the Methow Park project. The “Parque Padrinos” were also in attendance and provided handouts to the Mayor and Council. The goal is to have the park complete and ready to open on the “Day of the Dead” (November 1, 2019). They thanked the City for the work on the project and the Mayor thanked TPL and Parque Padrinos for their leadership and engagement of the neighborhood.
- C. Parks, Arts, Culture & Cemetery Work Plan. Parks, Recreation & Cultural Services Director provided an overview of the 2019 work plan.

### 6. Action Items.

- D. Multi-Family Housing Limited Property Tax Exemption Agreement – 1688 Stella Avenue

Planning Manager Stephen Neuenschwander and Housing & Community Planner Brooklyn Holton presented the staff report. Council asked questions.

*Motion by Councilmember Keith Huffaker for City Council to approve Resolution No. 2019-13, authorizing the execution of a Multi-Family Housing Limited Property Tax Exemption Agreement. Councilmember Lyle Markhart seconded the motion. Motion carried (5-0).*

E. Proposed Addition of Property to Wenatchee Register of Historic Places – 30 South Wenatchee Avenue

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

*Motion by Councilmember Mark Kulaas for City Council to approve Resolution No. 2019-14, adding 30 South Wenatchee Avenue to the Wenatchee Register of Historic Places. Councilmember Ruth Esparza seconded the motion. Motion carried (5-0).*

F. LaVergne Annexation

Housing & Community Planner Brooklyn Holton presented the staff report. Council asked questions.

The Mayor explained the public hearing process. The Mayor asked for public comment. There was no one who wished to comment.

*Motion by Councilmember Ruth Esparza for City Council to approve Resolution No. 2019-11, providing for notice of intention to annex an unincorporated area located on the southeast corner of the intersection at McKittrick Street and Pershing Street also known as the LaVergne Annexation. Councilmember Linda Herald seconded the motion. Motion carried (5-0).*

G. Appointment to Lodging Tax Advisory Committee

Executive Services Director Allison Williams presented the staff report. Councilmember Linda Herald recused herself from this agenda item due to a conflict of interest. Council asked questions.

*Motion by Councilmember Mark Kulaas for City Council to approve Resolution No. 2019-15, appointing Miquel Cuevas to Position 8 (generator) of the Lodging Tax Advisory Committee for a two (2) year term. Councilmember Lyle Markhart seconded the motion. Motion carried (5-0).*

H. 2020 Pavement Preservation Project No. 1913 Budget Authorization

Engineering Services Manager Jacob Huylar presented the staff report. Council asked questions.

*Motion by Councilmember Linda Herald for City Council to approve the proposed budget for City Project 1913. Councilmember Keith Huffaker seconded the motion. Motion carried (5-0).*

I. Iron Adjustments, City Project No. SW18-11

Engineering Services Manager Jacob Huylar presented the staff report.

Motion by Councilmember Linda Herald for City Council to award the construction contract for the Iron Adjustments, Project No. SW18-11, to Road Products, Inc. in the amount of \$148,892.82 and authorize the Mayor to sign the construction contract documents. Councilmember Lyle Markhart seconded the motion. Motion carried (5-0).

**7. Reports.**

- a. Mayor's Report. The Mayor reported on the following items:
- The LTAC has requested a market analysis/study of the convention center and the finance committee has approved that.
  - A meeting was held with the property owner of property next to the PSC to negotiate a purchase.
  - The city is working on an agreement with the library for the city to take 100% ownership of the library building.
  - Columbia Colstor/Lineage is selling all of their properties in Wenatchee. Staff will be touring on Friday.
  - Executive Services Director Allison Williams said staff is continuing to monitor legislative topics (transportation, housing, etc.).
  - Economic Development Director Steve King updated Council on the design process for the new city hall.
  - The Mayor and staff attended the Port breakfast this week.
  - Community Development Director Glen DeVries provided a brief overview of the proposed college district and invited the Mayor and Council to attend the April 9 meeting with Makers.
- b. Reports/New Business of Council Committees
- Councilmember Mark Kulaas reported that he was part of a group presentation to the Senate Committee on Housing Supply & Affordability. He also spoke about the TIB award to the City of Wenatchee of \$700,000. Staff will send to the Council a list of the projects for this award.

**8. Announcements.**

**9. Adjournment.** With no further business the meeting adjourned at 6:27 p.m.

Attest:

\_\_\_\_\_  
Frank J. Kuntz, Mayor

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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:** Aaron Kelly, Public Works Operations Manager

**SUBJECT:** Resolution 2019--18 Declaring certain personal property surplus to the needs of the City.

**DATE:** April 5, 2018

**MEETING DATE:** April 11, 2018

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**I. OVERVIEW**

The City has various equipment and materials that are surplus to the needs of the City. The attached Resolution No. 2019-XX describes the process and Exhibit A lists the surplus equipment.

**II. ACTION REQUESTED**

Staff recommends that the City Council **adopt Resolution 2019-18 declaring certain personal property surplus to the needs of the City of Wenatchee and authorize the Department of Public Works to surplus the property.**

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

Proceeds for vehicles and equipment will go into each fund that that originally purchased the equipment and vehicles.

**IV. REFERENCE(S)**

1. Resolution 2019-18

**V. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Brad Posenjak, Finance Director  
Rob Jammerman, Public Works Director

**RESOLUTION NO. 2019-18**

**A RESOLUTION,** declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Department of Public Works to dispose of the personal property identified herein.

**WHEREAS,** the City of Wenatchee owns the personal property legally described on Exhibit “A”; and

**WHEREAS,** the personal property described on Exhibit “A” is surplus to the needs of the City; and

**WHEREAS,** the City of Wenatchee has the statutory authority to dispose of said personal property under RCW 35A.11.010 and Chapter 1.34 WCC as currently enacted.

**NOW THEREFORE,** BE IT RESOLVED by the City Council of the City of Wenatchee, as follows: The personal property described on Exhibit “A” is declared surplus to the needs of the City of Wenatchee. The Department of Public Works of the City of Wenatchee is hereby authorized and directed to sell, transfer and convey the personal property described on Exhibit “A” in accordance Chapter 1.34 WCC.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE,** at a regular meeting thereof, this 11th day of April, 2019.

CITY OF WENATCHEE, a Municipal Corporation

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

ATTEST:

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

APPROVED

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

**EXHIBIT "A"**

<b>Item #</b>	<b>Qty</b>	<b>Description</b>	<b>Serial/VIN/Etc.</b>
1	3	Apple boxes of road signs	NA
2	1	pallet of signs "Mission Ridge"	NA
3	1	lighted directional sign	NA
4	1	Copy machine RICOH MPC3501	V9414900215
5	1	Fire pit	NA
6	1	1996 Snow Plow	NA
7	836	Chairs from Convention Center	NA
8	15	Tables from federal building	NA
9	21	Chairs from Federal Building	NA
10	9	Cubicles	NA
11	14	File cabinets	NA
12	1	bookcase	NA
13	10	Chairs from old City Hall	NA
14	5	Tables from federal building	NA
15	1	Desk from Federal Building	NA

# PROCLAMATION

## Child Abuse Awareness and Prevention Month

- WHEREAS,** every child is entitled to be loved, cared for, and to be free from verbal, sexual, emotional or physical abuse; and
- WHEREAS,** child maltreatment occurs when caregivers find themselves in stressful situations, without community resources, and lacking the ability to cope; and
- WHEREAS,** child abuse and neglect not only harm children directly but also increase the likelihood of future risky and criminal behavior, substance abuse, health problems; and
- WHEREAS,** the cycle of child abuse and neglect can be broken by providing community support to families through programs such as the Court Appointed Special Advocate (CASA) Program that looks out for the best interest of each child; and
- WHEREAS,** effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, criminal justice agencies, and the general community; and
- WHEREAS,** the Chelan Douglas CASA Program is one of five non-profit Court Appointed Special Advocate programs in the state of Washington, and the only CASA program to provide a trained advocate to every child removed from their home due to abuse and neglect;

**NOW, THEREFORE,** I, Frank J. Kuntz, Mayor of the City of Wenatchee, hereby proclaim April 2019 as **CHILD ABUSE AWARENESS AND PREVENTION MONTH** in the City of Wenatchee and call upon citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in efforts to support families, prevent child abuse, and strengthen the communities in which we live.

**IN WITNESS WHEREOF,** I have caused the seal of the City of Wenatchee to be affixed on this 11<sup>th</sup> day of April, 2019.

*/s/ Frank J. Kuntz*

FRANK J. KUNTZ, Mayor



# Proclamation

*Of the City of Wenatchee, Washington*

**WHEREAS,** Take Pride in America and The Greater Wenatchee Arbor Day Committee have distributed trees in NCW for 30 years, and

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

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

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

**WHEREAS,** In conjunction with Arbor Day, trees will be distributed this April 13<sup>th</sup> in Wenatchee at Walla Walla Point Park, in Cashmere at Martins Market, in Leavenworth at the national fish hatchery, in Entiat at the city hall, and in Orondo at the Market Place, and

Now, Therefore, I Frank Kuntz, Mayor of the City of Wenatchee hereby proclaim that April 13<sup>th</sup> 2019 is ARBOR DAY in the City of Wenatchee, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our community urban forestry resources, and further, I urge all citizens to plant trees to gladden the heart and promote the wellbeing of this and future generations.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the great seal of the City of Wenatchee to be affixed on this 11<sup>th</sup> day of April, 2019.

*/s/ Frank J. Kuntz*  
Frank Kuntz, Mayor



# MEMO

Parks, Recreation and Cultural Services Department

To: Mayor Kuntz and City Council  
From: Dave Erickson, Parks, Recreation and Cultural Services Director  
Re: Cemetery Code Update  
Date: March 20, 2019

***ACTION REQUESTED:***

***Move approval of ordinance 2019-15 updating Wenatchee Municipal Code section 9.04 - Cemetery***

***BACKGROUND:***

Wenatchee Municipal Code section 9.04 establishes the procedures, definitions and fees for the Wenatchee Cemetery. Portions of the code were last updated in 2012. The draft code update was prepared by staff following a review of: current practices at the cemetery, industry standards and twenty-three other municipally operated cemeteries. The draft was presented for review and comment at the November 2018, January 2019 and March 2019 Arts, Recreation and Parks Commission meetings and a strikeout/underline version was presented for comment at the February 21 City Council work session. The Association of Washington Cities, Cemetery and Park Maintenance staff and the City Attorney reviewed the draft.

The following is a brief summary of the proposed updates:

- Generalizes and corrects staff references and procedural items.
- Moves fees and charges from the code to the Parks and Recreation Fee Schedule.
- Eliminates duplicative sections and information.
- Enhanced the definition section.
- Revised terminology for consistency.
- General grammatical changes.

Through these changes the ordinance/code section was reduced by 8 pages which will save in publication costs.

During the February 21 work session the concept of green burials was brought up. This item, scatter garden and other topics such as a Cemetery District have been included in the draft Cemetery Strategic Plan which is currently in development and will allow for further study and investigation. We are hoping to have the first draft ready for Commission review at their May meeting.

The Arts, Recreation and Parks Commission unanimously recommended approval at their March 19, 2019 meeting. Staff also recommends approval.

## **ORDINANCE NO. 2019-15**

**AN ORDINANCE**, amending and restating Chapter 9.04 Cemetery of the Wenatchee City Code; and repealing all prior ordinances in conflict herewith.

**WHEREAS**, Chapter 9.04 of the Wenatchee City Code (WCC) relates to the administration of the City's cemetery; and

**WHEREAS**, the City Council desires to update Chapter 9.04 WCC to better meet the changing needs of the community, add consistency and better allow for regular updates; and

**WHEREAS**, City staff, City insurance authority and attorney have reviewed the proposed changes; and

**WHEREAS**, at its November 2018, January 2019 and March 2019 meetings the Arts, Recreation and Parks Commission reviewed and recommended adoption of the proposed changes; and

**WHEREAS**, the proposed changes were reviewed as part of the February 21, 2019 City Council work session.

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

### **SECTION I**

That Chapter 9.04 Cemetery shall be and hereby is amended and restated to read as follows: See Exhibit "A" attached hereto and incorporated herein by this reference.

## SECTION II

That prior Ordinance Nos. 2002-20, 2005-12, 2007-11, 2009-20, 2011-11, 2012-02, 2012-18, 2012-31, and 2015-15, codified at Chapter 9.04 WCC, shall be and hereby are repealed.

## SECTION III

If any section, subsection, sentence, clause or phrase of this Ordinance is declared or judged by a court of competent jurisdiction to be invalid or unconstitutional, such adjudication shall in no manner affect the remaining portions of this Ordinance which shall be in full force and effect as if said section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part hereof.

## SECTION IV

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF WENATCHEE, a municipal  
Corporation

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

ATTEST:

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

APPROVED:

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

## EXHIBIT A

### Chapter 9.04 - CEMETERY

#### Sections:

- 9.04.010 Definitions
- 9.04.020 Cemetery Hours
- 9.04.030 Plot Sales and Ownership
- 9.04.040 Endowment Care
- 9.04.050 Purchase of Lots on Time – Contract – Fund established
- 9.04.060 Interments
- 9.04.070 Disinterments
- 9.04.080 Mausoleums
- 9.04.090 Markers and monuments
- 9.04.100 Veterans
- 9.04.110 Plantings, structures and markings
- 9.04.120 Prohibited acts – Penalty
- 9.04.130 City authority

#### **9.04.010 Definitions**

- (1) “Border,” the concrete edging around the marker to protect the marker from damage and to allow trimming around the marker.
- (2) “Burial,” the placement of human remains in a grave.
- (3) “Cemetery,” any place used and dedicated for cemetery purposes by the City.
- (4) “City” refers to the City of Wenatchee.
- (5) “Columbarium,” a structure or other space containing niches for permanent inurnment of cremated remains.
- (6) “Committal,” that part of a funeral service which places the remains of the deceased to his/her final resting place.
  
- (7) “Cremated Remains,” a human body after cremation in a crematory.

- (8) “Disinterment,” the removal of buried human remains from a grave.
- (9) “Foundation,” the concrete poured below ground level to support and stabilize a memorial.
- (10) “Funeral,” a memorial service for a deceased person.
- (11) “Graves” are plots of land for the purpose of burial of human dead only.
- (12) “Grave Owner” means the owner of the burial privileges and rights of use in any burial plot or section purchased from the City and evidenced by written document or by devise from the original owner.
- (13) “Human Remains or Remains,” the body of a deceased person, and includes the body in any stage of decomposition including cremated remains as defined by RCW 68.04.020.
- (14) “Interment,” the disposition of human remains by cremation and inurnment or burial in a place used or intended to be used and dedicated for cemetery purposes.
- (15) “Inurnment,” the disposition of cremated human remains within an urn.
- (16) “Liner,” a concrete container that is buried in the ground to provide outer protection and into which human remains are placed in the burial process.
- (17) “Marker,” any grave headstone, memorial or monument that is intended to permanently mark a grave.
- (18) “Next of Kin,” relative most nearly related i.e.:
  - a. Spouse
  - b. Children
  - c. Parents
  - d. Brothers and Sisters
- (19) “Niche,” a space in a columbarium or urn garden used or intended to be used for inurnment of cremated human remains.
- (20) “Open and Close,” the term used for referring to the opening of a gravesite and closing of a gravesite after remains are placed.
- (21) “Plot,” a space of ground in a cemetery used, or intended to be used, for burial.
- (22) A “scattering garden” is a special area set aside in the cemetery in which uncontained cremated remains may be placed in the ground.

- (23) “Staff or Crew,” refers to City of Wenatchee personnel that are assigned administrative duties and maintenance duties for the Cemetery.
- (24) “Urn Liner,” a container whose purpose is to provide outer protection for the ground burial of cremated remains.
- (25) “Vault,” any container which is buried in the ground and sealed to provide outer protection and into which human remains are placed in the burial process.

**9.04.020 Cemetery Hours**

The Cemetery grounds are open to the public during daylight hours, seven days a week. Regular hours of operation are Monday through Friday, from 7:00 a.m. to 3:30 p.m. The office is closed during the following holidays:

New Year's Day	Labor Day	Martin Luther King Day
Veteran’s Day	President's Day	Thanksgiving Day
Day after Thanksgiving	Memorial Day*	Independence Day
Christmas Day		

\*Memorial Day Weekend is an annual holiday in which many activities are scheduled at the Cemetery over the course of the three day holiday. Due to the extensive nature of these activities and the large number of visitors and concessions, no funerals will be scheduled on these three days. Staff has no means to ensure privacy for the grieving families during a graveside service and an open grave during such activities presents considerable safety liability concerns.

**9.04.030 Plot Sales and Ownership**

- 1. All plots in the Cemetery are conveyed to the purchaser by a warranty deed when paid for but the rights of the owner, successor or assignee is subject to such rules and regulations as set by the City of Wenatchee.
- 2. Interest in cemetery plots shall be governed by RCW 68.32 as now and hereafter amended. The City shall endeavor to determine the legal next of kin, but the City shall not be held responsible for failure to do so. Persons representing themselves as next of



kin may be required to provide a notarized statement to this effect. The City shall not be responsible for activities authorized by persons falsely representing themselves as next of kin.

3. When an owner of a plot wishes to sell or transfer the plot to another individual, or sell it back to the City, they must provide the City with information confirming ownership. The City will provide a "Quitclaim Deed" showing transfer of ownership. If the original owner of the plot(s) is deceased, the executor or heir(s) must show proof of their authority to devise ownership of the property, i.e. Letters Testamentary, Decree of Distribution or a copy of the Will. Without such proof, transfer of ownership of any grave will not be recognized by the City. No transfer of any grave or interest therein will be valid without the consent of the City and endorsed upon such transfer document and endorsed on the books of the City.
4. The City may repurchase plots from the current owner and is authorized to offer no more than 70% of the original plot purchase price. The repurchase price paid by the City will not include payment for any cemetery services, endowment care, vaults, liners, etc.
5. Plots may be purchased at the Cemetery office. Payments may be made by cash, approved check, or credit cards acceptable to the City.
6. The fees charged for services and sales for the Cemetery shall be established by the Parks, Recreation and Cultural Services Department as outlined in WMC 1.99.030. A listing of the fees and charges will at a minimum be made available in the department offices, the Cemetery office and published annually on the City website.

#### **9.04.040 Endowment care**

Washington RCW 68.52.050 requires that the City provide a cemetery improvement or perpetual care fund. A fixed portion of all plot sales shall be placed into the cemetery trust fund, the principal sum of which shall be placed in trust and only the interest be used for operating expenses. The rate shall be included in the fee and charge listing. This fund

may be increased by money or property through gifts, devise, legacy or bequest. The endowment care agreement entered into by the City assures that the plots shall be properly cared for and kept in a reasonably neat and trim condition. This includes also, for purposes of record, a concrete name block for each grave, that the grave or graves be maintained against settling.

Owners of graves may secure endowment care by deeding such graves to the City and paying the fee for endowment care. In exchange for the owner's deed for the property the owner will receive a cemetery deed, together with an endowment care certificate from the City, to the property.

All arrangements for purchase of endowment care shall be made through the Cemetery.

**9.04.050 Purchase of lots on time – Contract – Fund established.**

There is established a cemetery contract fund. The City is authorized to enter into agreements with individuals under the terms of which said persons may purchase a cemetery grave at a price specified by the City.

The agreement shall provide that upon payment of the full purchase price within 12 months, the entire amount so paid will be transferred from the cemetery contract fund to the appropriate cemetery fund, and the purchaser will be issued the usual evidence of ownership of said grave by the City. In the event payments, including the service charge, equal to the total purchase price of said grave are not made by the purchaser within a 12-month period, a service charge shall be retained by the City and the balance of funds previously paid shall be returned to purchaser. The right to purchase the grave and all interest of the purchaser in the grave shall terminate and the City may sell the grave to other parties at its discretion.

**9.04.060 Interments**

1. Interments will not be permitted until all charges have been paid.

2. Concrete Liners - All interments shall be in concrete liners or vaults designed and manufactured for this purpose.
3. A death certificate from the Department of Health, coroner or physician must be secured by the funeral home before an interment will be permitted. The City shall not be responsible in any manner for securing any permit. Cremated remains must be properly labeled and accompanied by a cremation and disposition authorization form to the Cemetery to certify identity of the cremated remains.
4. A plot owner may permit an interment of one member of his family, but an heir may not give such permission without the unanimous consent of all the plot owners.
5. The City must be notified at least 48 hours before any interment so the plot or niche may be properly prepared. The City is under no obligation to be available to receive notice of interment or inurnment on Saturday, Sunday or City observed holidays. The City may refuse to make an interment until a more expedient time if 48 hours' notice is not given. Notice for interment for Monday morning must be received no later than 12:00 noon on the prior Thursday. Notice must also be received by 12:00 noon two working days before City observed holidays for interment on the day after said holiday. The Cemetery reserves the right to delay an interment when scheduling conflicts occur.
6. The City may open a plot for any purpose on proper authorization by any lot or niche owner of record or the legal next of kin and duly filed unless there are written notarized instructions to the contrary on file with the Cemetery office.
7. When a lot is jointly owned, authorization for interment will be granted to either the plot owner(s) or their heirs as governed by RCW 68.32. An agreement may be made between common plot owners to the right of burial but the City shall not undertake to enforce such an agreement.

8. Normal interment hours shall be restricted to weekdays between the hours of 9:00 a.m. and 3:00 p.m. Overtime fees will be incurred for work outside of these hours. Overtime labor will be charged at the current staff overtime wage rates plus materials and equipment used. No interment will be allowed on Sunday except in the case of emergencies or directed by the Department of Health.

Funeral directors shall be required to conclude interments, inurnments and services by the time specified herein and direct those attending to leave the Cemetery within 30 minutes after the conclusion of the service. All interments and inurnments and services must be concluded and those attending leave the cemetery not later than 3:00 p.m. Monday through Friday, or 12:00 noon on Saturday.

9. Funeral home or family is responsible for placing the casket on the lowering device. The City does not provide staffing for this duty.
10. The interment of two casket burials in one plot is allowed in designated areas only. Regular graves are designated for one casket and one cremated remains or two cremated remains. No interment other than that of a human being shall be permitted. There shall be allowed only two cremations per grave in the Urn Garden.
11. All instructions must be provided in writing. The City is not be liable for any mistake occurring from the lack of precise and proper instruction as to the particular space, size and location of a grave or space in a lot where interment or inurnment is desired.

When instructions regarding the location of an interment space cannot be obtained, or when the instructions are indefinite, or if for any reason the interment space cannot be opened where specified, the City at its discretion may open a space deemed best and proper, so as not to delay the funeral, and the City shall not be liable for damages from any errors so made.

12. The City reserves the right to correct any errors that may be made in making interments, disinterments, inurnments, removals, or in the description, transfer or conveyance of any interment or inurnment property, either by canceling such conveyance and substituting and conveying in lieu thereof other interment or inurnment property of equal value and similar location as may be selected by the City, or, in the sole discretion of the City, by refunding the amount of money paid on account of said purchase. In the event an error shall involve an interment or inurnment of the remains of any person in such property, the City shall have the right to remove and/or transfer such remains to such other property of equal value and similar location. The City shall have the right to correct any errors made by replacing an improper description, including an incorrect name or date, either on the marker or memorial.
13. The City shall not be liable for any delay of interment where a protest to the interment has been made, or where the rules and regulations have not been complied with; and, further, the City reserves the right under such circumstances to place the body in a temporary location or receiving vault until the full rights have been determined. The City shall not recognize any protest on an interment unless it is in writing and filed at the Cemetery office.
14. The City is not responsible for obtaining nor liable for the burial permit or the identity of the person thought to be interred.

**9.04.070 Disinterments.**

1. No disinterment will be allowed without a permit from the registrar of the district in which the Cemetery is located, and the permission of the City, the grave owner, or the owner's heirs or assigns, and the nearest kin of the deceased. All such disinterments shall be under the direction and supervision of the City, except by order of the court when a proper receipt for the remains must be given. Provisions concerning permission to remove remains shall be governed by State law in RCW 68.50 as now or hereafter amended.

2. A body, or remains, may be removed from its original plot to another plot in the Cemetery when there has been an exchange or purchase for that purpose.
3. The City shall exercise the utmost care in making a disinterment or removal, but shall not be responsible for and assumes no liability for damage to any casket, vault, or urn incurred in making the disinterment or removal.

**9.04.080 Mausoleums.**

1. No body shall be placed within a private mausoleum except in a sealed casket or in a hermetically sealed compartment. Owners of mausoleums must keep mausoleums in the condition required by State Health Department regulations and in repair to conform to the sanctity of the Cemetery.
2. All flowers, pictures, statues, cards, etc., placed at the niche wall or in the mausoleum must be in the proper type vase or placed on the ground or floor.
3. A small memento may be placed in glass-fronted niches. All mementos must be noncorrosive, non-offensive to others and approved by the Cemetery. Nothing may be affixed to the glass or surrounding areas of the niche walls.
4. A private columbarium may be constructed within approved sections of the Cemetery with the following conditions:
  - (a) Private columbaria shall be constructed of precast concrete sections with marble or granite cladding covering all surfaces.
  - (b) Columbarium design shall be approved by the City for foundation adequacy.
  - (c) Private columbaria height will be limited to four niches with the first niche being no more than one foot above the surrounding ground.

- (d) The ground on which a private columbarium is constructed shall be purchased in multiples of equivalent full burial lots (typically 33 square feet per lot) for the current full burial lot price
- (e) Foundation excavation for the private columbarium shall be performed by City staff at the current opening/closing fee per full lot equivalent (typically 33 square feet per lot).
- (f) Columbaria shall be installed by qualified contractor in coordination with Cemetery staff with minimal disruption to the surrounding areas of the Cemetery.
- (g) Extra niche shutters in a quantity equal to 10 percent of the total shutter count rounded up to the nearest one shall be provided to the City at completion of private columbarium construction.
- (h) An endowment care fee established in the fee and charge schedule shall apply to private columbarium construction. This fee shall cover the cost of all subsequent repair and maintenance of the private columbarium.
- (i) Each use of the private columbarium shall be subject to the applicable current cremation opening and closing fee.

**9.04.090 Markers and monuments.**

1. The City will place a concrete marker on each grave, within a reasonable time after each interment with said marker to be approximately three inches by 14 inches in size. City-installed markers may be replaced by a bronze or granite (or stone of equal hardness) marker at any time, at the expense of the lot owner. There shall be allowed only one marker per grave.

2. All stones must be rounded on exposed edges, not less than two inches nor larger than four inches thick, and will be set by the City only after payment of all setting charges have been made.
3. All lot owner monuments shall be delivered to the Cemetery and will be installed by the City. All installation charges will be made in accordance with the size of the monument installed.
4. Raised markers are allowed in Cemetery Section 'O' only. The raised markers will be set by Cemetery staff on foundations designed for the type, size and weight of the proposed marker. This foundation shall be constructed by the Cemetery staff at the applicable foundation rate. The owner or owner's estate is responsible for all costs. The maximum size of the upright markers shall be two feet by one foot by two feet high for single graves and three feet by one foot by three feet high for double graves. Only one marker is allowed per grave.
5. All inscriptions for niches are subject to the approval of the City.
6. On-site engraving shall be coordinated with the City at least one working day prior to the proposed work being done. The City reserves the right to remove any marker which was set or engraved without permission and does not conform to the standards set forth in these rules and regulations.
7. The City does not bind itself to maintain, repair, or replace any markers or monumental structures erected upon the plot which are lost or damaged due to weather, age, vandalism, or normal maintenance.

**9.04.100 Veterans.**

Any United States war veteran and spouse of any veteran, and any veteran and spouse of our war allies is eligible for burial in Section E, Veterans' Memorial section, and said



section is hereby reserved for interment of United States war veterans and their spouses and the veterans and spouses of any of our war allies.

**9.04.110 Plantings, structures and markings.**

1. In order to provide the best general appearance, all plantings must be in accordance with an established plan under the direction of the City. Only personnel authorized by the City shall trim, prune, or remove any part of the trees or shrubs in the Cemetery. If any tree or shrub situated on any grave by means of its roots, branches, or similarly becomes detrimental, dangerous, or objectionable to the adjacent plots, walks, or avenues, or the City is unable to maintain the grounds, the City shall have the right to enter upon the plot and remove the tree(s), or shrub(s), or any part(s) thereof as it may see fit.
2. No grave shall be raised above the contours of the surrounding ground. To ensure the proper development of the grounds, the grade of all graves will be determined by the City. The City will provide the maintenance of plot sites. Maintenance of plot sites includes seeding, leveling of sites, mowing and also trimming around the markers. The City may place sod on an as needed basis.
3. No coping or any kind of enclosure will be permitted.
4. Small trees, shrubs, roses or other plants set out at the corner of a grave to define its limits will not be allowed. Boundaries of lots will be marked by cornerstones, which will be set by the Cemetery staff with the centers upon the lines bounding the lots. Cornerstones may not project above the ground and may not be altered or removed.
5. The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, glass, wood or iron cases, and similar articles upon plots shall not be permitted except by permission of the City. When any articles on any grave become unsightly or deteriorated, it shall be the duty of the City to remove same.

6. Artificial grave decorations are only allowed in the Cemetery between November 2 and March 1st of each year. Cut flowers and bouquets are allowed year round. The City is not responsible for damage to or theft of cut flowers, potted plants, displays, or containers. Anyone leaving such articles in the Cemetery does so at his/her own risk.
  
7. The City shall have the authority to remove all objects, floral designs, flowers, weeds, trees, shrubs, plants, or herbage of any kind from the Cemetery as soon as, in the judgment of the management, they become unsightly, dangerous, detrimental, diseased, or when they do not conform to the standards maintained. The City shall not be liable for floral pieces, baskets, or frames in which or to which such floral pieces are attached. The Cemetery shall not be responsible for plants or plantings of any kind damaged by the elements, thieves, vandals, or by other causes beyond its control. The City reserves the right to regulate the method of decorating plots so that a uniform beauty in its reasonable discretion may be maintained.

**9.04.120 Prohibited acts – Penalty.**

1. City park rules apply to the Cemetery unless otherwise indicated here.
  
2. Any person disturbing the quiet or good order of the Cemetery by noise or disorderly or improper conduct, or who violates any of the rules or regulations contained herein will be removed.
  
3. No chemicals of any kind may be used, except by the City, around markers, plots or any other location within the Cemetery.

**9.04.130 City authority.**

1. The City shall have full power and authority to adopt such additional rules and regulations as it may deem advisable for the management, preservation, care and use of the Cemetery, including the interment and exhuming of the dead, and shall have full power and authority from time to time to enlarge, restrict, amend, abrogate or change any rules and regulations, and all such rules and regulations shall be binding upon grave

owners and upon all persons, firms and corporations concerned, as fully and as effectually as if said rules and regulations were made a part thereof.

2. The City reserves the right to establish the grades of avenues, walks and roads, and to alter or vacate all such avenues and walks, as it deems fit. Further, the City may change these rules and regulations or make such other rules and regulations as may be deemed proper by the City to secure and promote the general objects and best interests of the Cemetery, and no notice of such intended action shall be required.

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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

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

**SUBJECT:** WWTP Equalization Basin Liner Replacement - Project No. 1620  
Budget Amendment Approval and Authorization to Award Construction Contract

**DATE:** April 5, 2019

**MEETING DATE:** April 11, 2019

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**I. OVERVIEW**

The City of Wenatchee opened bids for the WWTP Equalization Basin Liner Replacement project on March 21, 2019. The existing liner, installed in 2005 has deteriorated and frayed to the point where it is ineffective. This project will install a new membrane liner and geotextile fabric over the existing liner. The new liner material is approximately 33% thicker than what was installed previously.

Access to the bottom of the basin for debris removal has been problematic since the basin was originally constructed. Flotsam has to be taken out via 5-gal buckets or tossed up the side. Traversing the steep side slopes to cleanout and wash down the facility can be challenging, especially under wet conditions. Inasmuch, a new ramp will be constructed to allow a small ATV access to the bottom of the basin.



The project plans and specifications were prepared by HDR. A request for bids was issued through a public advertisement on March 3 and March 10, 2019. One sealed bid was received and opened on March 21, 2019. KRCI LLC. is the low bidder at with an after-tax amount of \$227,840.54. HDR's construction cost estimate was between \$200,000 and \$220,000.

**II. ACTION REQUESTED**

Staff recommends the Council approve the budget amendment presented to the Finance Committee and included as an exhibit to this report. Staff further requests the City Council to award the contract for construction of the WWTP Equalization Basin Liner Replacement, project #1620 to KRCI LLC. in the amount of \$227,840.54 and further authorize the Mayor to sign the construction contract.

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

Design costs utilized both Sewer Utility monies (fund #405) and LRF reserves (fund #307). Construction funding will be from fund #405. A budget amendment was presented to Finance Committee on April 11 to assign the additional funding necessary to construct and manage the project.

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**IV. PROPOSED PROJECT SCHEDULE**

The project duration includes a total of 45 working days from the Notice to Proceed (NTP). NTP is expected to be provided before the end of the May. Contingent upon issuance of NTP, construction activities are expected to be finished in early August.

**V. REFERENCE(S)**

Bid Tabulation  
Budget Amendment

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Rob Jammerman, Public Works Director  
Natalie Thresher, Contracts Coordinator  
Gary Owen, P.E. City Engineer  
Jacob Huyler, Engineering Services Manager  
Brad Posenjak, Finance Director



**City of Wenatchee**  
**Bid Tabulation**  
**WWTP Equalization Basin Liner Replacement, CPN 1620**

Item No.	Item	Bid Qty.	Unit	Engineer's Estimate Unit Cost	Engineer's Estimate	KRCI Unit Cost	KRCI Bid Total
1	Mobilization *	1	L.S.	10.00%	\$ 17,624.00	\$10,000.00	\$10,000.00
2	Erosion & Sediment Control	1	L.S.	\$7,840.00	\$7,840.00	\$7,500.00	\$7,500.00
3	Geomembrane & Geotextile	1	L.S.	\$115,000.00	\$115,000.00	\$98,185.00	\$98,185.00
4	Geomembrane Pipe Boot	1	EA	\$450.00	\$450.00	\$2,500.00	\$2,500.00
5	Demolish & Dispose Existing Odor Control Mist System	1000	LF	\$15.00	\$15,000.00	\$12.00	\$12,000.00
6	Access Ramp	1	L.S.	\$29,950.00	\$29,950.00	\$60,000.00	\$60,000.00
7	<del>Leak Detection *</del>	<del>4</del>	<del>L.S.</del>	<del>\$8,000.00</del>	<del>\$8,000.00</del>	<del>\$0.00</del>	<del>\$0.00</del>
8	Anchor Trench *	1	L.S.	\$0.00	\$0.00	\$20,000.00	\$20,000.00
				<b>Sub Total</b>	<b>\$193,864.00</b>		<b>\$210,185.00</b>
				<b>*8.4% Tax</b>	<b>\$16,284.58</b>		<b>\$17,655.54</b>
				<b>Total</b>	<b>\$210,148.58</b>		<b>\$227,840.54</b>

\* Note  
Original Engineer's estimate did not include Anchor Trench Bid item  
Consultant used 8.2% sales tax rate  
Project 10% contingency used as Mob cost  
Bid item 7 was removed from project scope as Addendum 2

### 2019 Capital Improvement Project Budget

**Date:** April 11, 2019

**Project Name:** WWTP Equalization Basin Liner Replacement and Parking Lot Feasibility Study      **Project Category:** Sewer/LRF

**Project Description:** The area south and west of the Wastewater Treatment Plant is currently a lined pond installed in 2005 used for intermittent, temporary storage of wastewater during times where plant hydraulic capacity is exceeded. The liner is currently structurally inadequate and has reached the end of its useful life. This project will replace the liner with a new, thicker geomembrane with an underlying geotextile, and a new access ramp to allow for safer access during maintenance activities.

<b>Lead Engineer:</b>	<u>Jeremy Hoover, P.E.</u>	<b>Start Year:</b>	<u>2016</u>
<b>Assigned Department:</b>	<u>Engineering</u>	<b>End Year:</b>	<u>2019</u>
<b>Original Project Budget:</b>	<u>\$281,000</u>	<b>Project Number:</b>	<u>1620</u>
<b>Budget Amendment:</b>	<u>\$57,100</u>	<b>Total City Funding:</b>	<u>\$311,100</u>
		<b>Other Funding (LRF):</b>	<u>\$27,000</u>

**Revenue Notes and/or Requests for Budget Changes:**

The Engineer's OPCC for the liner installation was higher than originally anticipated when the project was first identified in 2016 resulting in a projected construction cost larger than the initial estimate. Additional design analysis was performed by the consultant as part of a feasibility study for a parking structure.

The project was bid in March 2019. KRCl was the only bidder. The bid amount was \$210,148.58 (\$227,840.54 after sales tax). Current design and bidding expenditures to date (internal and external) total approximately \$71,500. Additional consultant-provided construction inspection services are proposed at approximately \$31,600. In order to minimize consultant costs during construction and closeout, some additional staff time is anticipated but is not expected to exceed \$7,000. The net project budget increase is \$57,100.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2017	2018	2019	
Design Engineering (Consultant)	67,000	67,000	15,560	29,500	19,540	2,400	67,000
Right of Way Acquisition							
Construction Contract & Surveying	204,000	228,000				228,000	228,000
Construction Engineering/In-house Mgmt	10,000	11,500	500	3,000	1,000	7,000	11,500
Construction Inspection (Consultant)		31,600				31,600	31,600
Art Fund (N/A)							
<b>Total Project Expenditures</b>	<b>281,000</b>	<b>338,100</b>	<b>16,060</b>	<b>32,500</b>	<b>20,540</b>	<b>269,000</b>	<b>338,100</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2017	2018	2019	
Fund:	#405 - Sewer	254,000	311,100	500	21,060	20,540	269,000	311,100
Fund:	#307 - LRF	27,000	27,000	15,560	11,440			27,000
Fund:								
Fund:								
Fund:								
GRANTS:								
	Federal							
								-
<b>Total Project Revenues</b>		<b>281,000</b>	<b>338,100</b>	<b>16,060</b>	<b>32,500</b>	<b>20,540</b>	<b>269,000</b>	<b>338,100</b>

Approved by: \_\_\_\_\_  
Brad Posenjak, Finance Director

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

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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

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

**SUBJECT:** WWTP Equalization Basin Liner Replacement Construction Inspection Contract

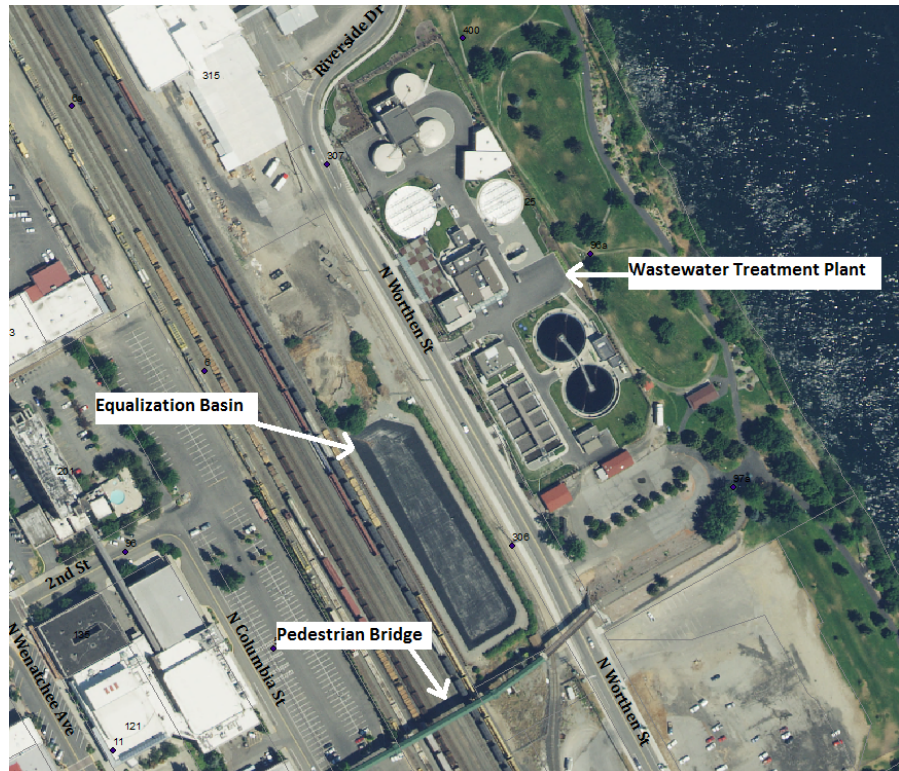
**DATE:** April 5, 2019

**MEETING DATE:** April 11, 2019

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**I. OVERVIEW**

The proposed project will design and construct improvements to the area south and west of the Wastewater Treatment Plant. The site is currently a lined pond installed in 2005 used for intermittent, temporary storage of wastewater during times where plant hydraulic capacity is exceeded. The liner is currently structurally inadequate and has reached the end of its useful life. This project will replace the liner with a thicker Geomembrane and Geotextile and install an access ramp to allow safer access for maintenance personnel.



The City's current engineering workload is of sufficient magnitude so as to prohibit effective construction inspection work by in-house staff for this project. It is therefore necessary to procure outside services for the construction inspection efforts. The project was designed by HDR Engineering. Due to their familiarity with the project, their history of construction inspection and testing of various liner projects, the City desires to utilize their services to perform and complete the inspection activities for this project. City staff will augment the construction inspection to the maximum extent possible.

**II. ACTION REQUESTED**

Staff recommends the City Council authorize the Mayor to sign Consultant Supplement Agreement #3 on behalf of the City with HDR, Inc. for construction inspection services for the Wastewater Treatment Plant Equalization Basin Liner Replacement - project # 1620.



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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**III. FISCAL IMPACT Submitted to the Finance Committee: yes**

**Project Budget**

Task	LRF Funds	WWTP Operations	Total
Parking Lot Feasibility Study	\$ 27,000		\$ 27,000
EQ Basin Design		\$ 40,000	\$ 40,000
Liner Construction		\$228,000	\$228,000
Administration		\$ 11,500	\$ 11,500
Construction Inspection		\$ 31,600	\$ 31,600
Totals	\$ 27,000	\$311,100	\$338,100

**IV. PROPOSED PROJECT SCHEDULE**

Construction duration is expected to be 45 working days and will be accomplished during spring/summer of 2019.

**V. REFERENCE(S)**

Consultant Supplement Agreement

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Rob Jammerman, Public Works Director  
Gary Owen, City Engineer  
John Ricardi, Utilities Manager  
Jacob Huyler, Engineering Services Manager  
Brad Posenjak, Finance Director



# EQ Basin Liner Replacement and Parking Structure Feasibility Study Amendment No. 3 Scope of Services

City of Wenatchee

April 3, 2019



## Project Understanding

HDR understands that the City of Wenatchee (City) desires improvements to their existing Flow Equalization (EQ) Basin liner located west of their Wastewater Treatment Plant. Specifically, the City would like a new liner system to either cover or replace the existing liner. The existing liner was installed in 2004 and is a 45-mil reinforced polypropylene geomembrane manufactured by Carlisle Syntec Inc. This Amendment to the original contract is to provide Services during Construction and Project Closeout.

The HDR team will accomplish the project under the following tasks.

## Scope of Services

### Task 1 – Project Management

The scope of services for Project Management is to remain the same as the original agreement. Contract time is extended to September 31, 2019.

### Task 4 – Services during Construction

HDR anticipates providing the following services during the construction period:

- Participation by teleconference for one HDR staff member in one preconstruction meeting of up to 2 hours.
- Review and provide responses for submittals and RFI's.
- Senior Liner Engineer to perform one site visit during construction for on-site observation to evaluate Contractor's approach when the work begins.
- Liner Inspector to perform field observation for one (1) week for the following items:
  - Geotextile Material Installation Observation
  - Geotextile Seaming Inspection
  - Geotextile Acceptance
  - Geomembrane Trial Seams
  - Geomembrane Material Installation Observation
  - Boot and Penetration Installation Inspection
  - Non-Destructive Air Pressure Testing
  - Non-Destructive Vacuum Box Testing
  - Destructive Seam Testing
  - Geomembrane Acceptance
  - Geoweb Spacing
- Perform one (1) substantial completion inspection of work and prepare one (1) punch list.

Deliverables:

- Submittal review response (electronic format) - PDF format
- RFI responses (electronic format) - PDF format
- Field Visit Memorandum (electronic format) – PDF format
- Punch list (electronic format) – PDF format

Assumptions:

- HDR will participate in the preconstruction meeting by teleconference only.
- Up to eight (8) submittals/ and two (2) RFI's for HDR's review.
- One substantial completion inspection and preparation of one punch list.



- No construction meetings planned during construction due to anticipated project duration.

#### Client Responsibilities:

- City will provide photographs of materials upon delivery to be reviewed by HDR.
- City will perform construction observation/contractor performance for additional items not listed in Task 4.
- City to review Contractor pay application requests.
- Quality Control is responsibility of City's Contractor.
- Quality Assurance is responsibility of the City for additional items not listed in Task 4.
- Confirmation of completion of punch list items.

#### CONSTRUCTION PROCEDURES:

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

#### Task 5 – Project Closeout

Upon completion project, HDR will prepare record drawings and compile a completion report signed by a Professional Engineer licensed in the State of Washington which includes construction photos, record drawings, and quality assurance/quality control data.

#### Deliverables:

- Record Drawings (electronic format)
- Project Completion Report (Electronic format)

#### Assumptions:

- Quality Control is responsibility of Contractor.
- Record drawings will not be signed by the engineer of record.

#### Client Responsibilities:

- City will submit project documents to appropriate agencies.
- City and their Contractor will provide markups ("Redlines") of the contract drawings for HDR to use in preparing the record drawings.
- City and their Contractor will provide QA/QC results for inclusion in the certification report.

## Project Schedule

Based on the scope outlined in the previous section, contract time to be extended to September 31, 2019.



## Estimated Fees

Table 1. Schedule of Fees

Task No.	Task	Fee
1	Project Management	\$2,900
4	Bidding and Construction Period	\$17,950
5	Project Closeout	\$7,800
	<b>Subtotal</b>	<b>\$28,650</b>
	<b>Expense</b>	<b>\$2,950</b>
	<b>Total Fee</b>	<b>\$31,600</b>

## Terms and Conditions

This proposal is valid for sixty (60) work days from the date of submission. Thereafter, it may be subject to change.



# **CONTRACT AMENDMENT NUMBER 3 TO THE PROFESSIONAL SERVICES AGREEMENT**

## **Project Title**

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This Contract Amendment Number 3 dated this \_\_\_\_\_ day of April, 2019, is entered into by and between the City of Wenatchee, a municipal corporation, herein called the "City," and HDR Engineering, Inc. hereinafter the "Consultant":

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the Consultant on November 3, 2016 for professional design services on the WWTP EQ Basin Liner Replacement & Parking Lot Feasibility Study Project; and

WHEREAS, the City now desires to retain the services of the Consultant to perform additional professional services and/or extend the time for performance; and

WHEREAS, the Consultant is qualified, willing, and able to provide and perform the services, if any, as described in this Contract Amendment Number 3; and

WHEREAS, the services to be performed by the Consultant are temporary in duration.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and of the Professional Services Agreement, and the Request for Additional Funds to be kept, performed, and fulfilled by the respective parties hereto, it is mutually agreed as follows:

### **I. SERVICES BY CONSULTANT**

All services and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely in accordance with professional standards of conduct and performance. The Consultant agrees to accomplish additional services as described in the attached SCOPE OF SERVICES, if any, and the time to perform all services is extended to September 31, 2019.

### **II. COMPENSATION**

- A. Compensation for completion of the additional services, if any, shall not exceed \$ 31,600, as described in the attached TABLE 1. SCHEDULE OF FEES.
- B. The total contract amount, including the Professional Services Agreement for \$56,990, Contract Amendment Number 1 for \$4,750, Contract Amendment Number 2 for \$5,300, and this Contract Amendment Number 3 for \$31,600, shall not exceed \$98,640.
- C. The above fees include all labor, materials, and expenses for completion of the work.

### III. EXTENT OF AGREEMENT/MODIFICATION

The Professional Services Agreement, together with Contract Amendment Number 1, Contract Amendment Number 2, and this Contract Amendment Number 3, represent the entire and completely integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral. Except as modified herein, all provisions within the Agreement shall remain in full force and effect for the services provided under this Amendment. Additional amendments, modifications, or additions to the Agreement may only be made by written instrument properly signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment Number 3 on the dates written below:

CONSULTANT:

CITY OF WENATCHEE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Frank Kuntz, Mayor

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

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

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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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

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

**SUBJECT:** Skyline Transmission Line Replacement - Project No. 1704  
Authorization for Consultant Supplemental Agreement #3

**DATE:** April 5, 2019

**MEETING DATE:** April 11, 2015

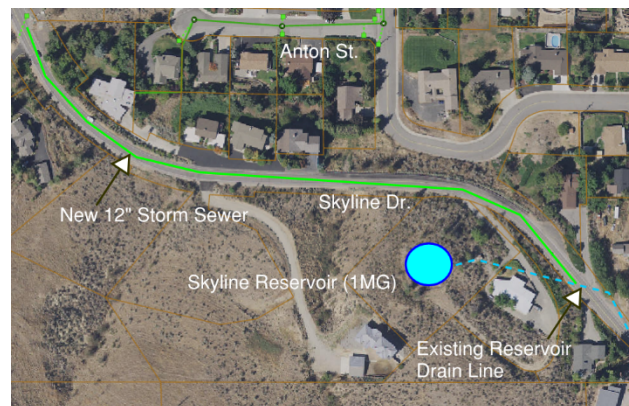
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**I. OVERVIEW**

The existing Skyline reservoir is an approximately one million gallon, buried concrete tank constructed in 1952. It is located west of Appleland Drive and Red Apple Road adjacent to 1435 Skyline Drive in southwest Wenatchee. The reservoir is supplied by a single, 14 / 16 inch steel transmission main which is tied directly into the distribution network at Appleland.



At present, there is neither sanitary nor storm sewer main line infrastructure in Skyline Drive. A single sanitary sewer manhole exists on the north side of Skyline at the turnout across from the reservoir site. The closest storm sewer is further east at Appleland and Skyline. The drain line from the reservoir discharges to that storm sewer manhole.



The currently adopted Sanitary Sewer Comprehensive Plan identifies extension of the Skyline sanitary sewer as a prerequisite for service for the properties on the south and west sides of Skyline Drive. The 2010 Storm Sewer Comprehensive plan also identifies a new pipe in Skyline as part of the long term system expansion.

A new 18-lot, residential subdivision (Black Rock) has been proposed northwest of the reservoir property which will be accessed via Skyline Drive. That development is currently in the design and permitting phase. With the existing infrastructure, public sanitary sewer and storm sewer services cannot be provided to that development in a manner acceptable and conducive to the long-term operational health of the Utility.

Construction of the storm and sanitary sewer infrastructure in Skyline Drive, although not in the original scope of the Reservoir Transmission Line Replacement project, is a logical step to be completed prior to buildout of the Black Rock development. BHC Consultants, LLC is the consultant currently providing design services for the transmission line project. Approximately 1,300 feet of 8 inch sanitary sewer and 1,400 feet of 12 inch storm sewer pipe with associated paving will be added to this project. The existing reservoir drain line will be used as the storm drain outfall location.



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**COUNCIL AGENDA REPORT  
PUBLIC WORKS DEPARTMENT**

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**II. ACTION REQUESTED**

Staff recommends the City Council approve the budget amendment presented to the Finance Committee. Staff further requests the City Council authorize the Mayor to sign Consultant Supplemental Agreement #3 on behalf of the City with BHC Consultants, LLC. for additional sanitary and storm sewer design services with the Skyline Reservoir Transmission Line Replacement – project #1704.

**III. FISCAL IMPACT Submitted to the Finance Committee Yes**

This project is currently funded through Fund 401 - Water. The augmented funding associated with the additional design work will be allocated to the Sanitary Sewer (#405) and Storm Sewer (#410) funds.

The current design contract amount of \$99,818 will be increased by \$93,545 to a total of \$193,363 This represents an increase in the consultant's total fee structure, but does not have an impact on the overall project cost amount at this time.

Once further specific details are defined at the 30% design level, a more precise cost estimate can be made. Based on previous bid amounts, this cost can be assumed to be in the range of \$750,000 to \$800,000 distributed proportionately between the two funds. This will be in addition to the current \$733,000 project budget for the water line improvements. With the anticipated construction timeline, the costs of the storm and sanitary sewer-related improvements can be included in the FY 2020 budget outlay.

**IV. PROJECT BUDGET**

See attached Exhibit

**V. PROJECT SCHEDULE**

Design activities are expected to proceed through the end of 2019. Construction is planned for the spring / summer of 2020.

**VI. ATTACHMENTS**

Consultant Supplemental Amendment 3  
Project Budget Amendment – Design only

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Rob Jammerman, Public Works Director  
Gary Owen, City Engineer  
Jacob Huylar, Engineering Services Manager  
Brad Posenjak, Finance Director  
Natalie Thresher, Contracts Coordinator

### 2019 Capital Improvement Project Budget

**Date:** April 11, 2019

**Project Name:** Skyline Reservoir Transmission Line Replacement      **Project Category:** Water / Storm / Sewer

**Project Description:** The project currently includes the replacement of the existing 14 inch water transmission line from the existing Skyline Reservoir to the Skyline Rd. and Appleland Dr. intersection. Valving, controls, and an auxiliary building are included. This budget amendment will allow for the expansion of the scope of the design activities to include approximately 1,300 feet of new sanitary sewer and 1,400 feet of storm drain with the project.

<b>Lead Engineer:</b>	Jeremy Hoover, P.E.	<b>Start Year:</b>	2017
<b>Assigned Department:</b>	Engineering	<b>End Year:</b>	2020
<b>Original Project Budget:</b>	\$733,000	<b>Project Number:</b>	1704
<b>Budget Amendment:</b>	\$97,000	<b>Total City Funding:</b>	\$830,000
		<b>Other Funding:</b>	\$0

**Revenue Notes and/or Requests for Budget Changes:**

This project is currently funded through Fund 401 - Water. The augmented funding associated with the additional design work will be proportionately allocated to the Sanitary Sewer (#405) and Storm Sewer (#410) funds. Additional staff time funding for general project management activities is also anticipated and allocated to the storm and sewer funds.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2018	2019	2020	
Design Engineering - Consultant	99,818	193,363	1,920	85,800	105,643		193,363
Right of Way Acquisition							
Construction Contract & Surveying	\$615,000	\$615,000				615,000	615,000
Engineering/In-house Project Management	12,032	\$15,487	1,430	3,000	3,000	8,057	15,487
Miscellaneous							
Art Fund	6,150	6,150				6,150	6,150
<b>Total Project Expenditures</b>	<b>733,000</b>	<b>830,000</b>	<b>3,350</b>	<b>88,800</b>	<b>108,643</b>	<b>629,207</b>	<b>830,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2018	2019	2020	
Fund:	#405 - Sewer	-	47,500			47,500		47,500
Fund:	#410 - Storm Drain Utility	-	49,500			49,500		49,500
Fund:	#401 - Water	733,000	733,000	3,350	88,800	11,643	629,207	733,000
GRANTS:								
FEDERAL:								
<b>Total Project Revenues</b>		<b>733,000</b>	<b>830,000</b>	<b>3,350</b>	<b>88,800</b>	<b>108,643</b>	<b>629,207</b>	<b>830,000</b>

Approved by: \_\_\_\_\_

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

Brad Posenjak, Finance Director



# Consultant Supplemental Agreement

Agency City of Wenatchee Project Number 1704  
 Project Name Skyline Reservoir Transmission Line Replacement  
 Consulting Firm BHC Consultants, LLC  
 Supplement Phase Design

The Local Agency, City of Wenatchee, desires to supplement the agreement entered into with and executed on **January 2, 2018**.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

Section II, SCOPE OF WORK, is hereby amended to include:

See attached Supplemental Agreement 3 Proposal that includes a detailed scope, budget and schedule.

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the Completion Date

**SUPPLEMENTAL COMPLETION DATE: January 30, 2020**

Section V, PAYMENT, shall be amended as follows as set forth in Exhibit A

**MAXIMUM AMOUNT PAYABLE** \_\_\_\_\_

	Original Agreement	Supplement 1	Supplement 2	Supplement 3
Add'l Budget Total		\$899.50	\$7,253.00	\$93,545
Add'l Mgt Reserve				\$4,500
Total Authorized Budget	\$90,744	\$91,643.50	\$98,896.50	\$187,941.50
Total Mgt Reserve	\$9,074	\$8,174.50	\$921.50	\$5,421.50
<b>Total Budget</b>	<b>\$99,818</b>	<b>\$99,818</b>	<b>\$99,818</b>	<b>\$193,363</b>

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

Agency Signature	Title	Date
Consultant Signature <i>[Signature]</i>	Title <i>President</i>	Date <i>4/3/2019</i>

## EXHIBIT A

### CITY OF WENATCHEE

# Skyline Reservoir Transmission Line Replacement, Sewer and Storm Improvement Supplemental Agreement 3 Scope of Services

## Statement of Understanding

This scope of services describes the ADDITIONAL engineering to be performed by *BHC Consultants, LLC* (BHC) and subconsultant *48 Degrees North, LLC* (surveying services) for the City of Wenatchee's (City) Skyline Reservoir Transmission Line Replacement.

At the City's request the scope has been expanded to add:

- 1,300 feet of 8" Sanitary Sewer pipe and manholes along Skyline Drive from the Reservoir west to the projected intersection with Anton Street to serve the Black Rock Development. The Sewer line will likely be located within the portion of the street opposite the active water main in order to provide Department of Ecology (DOE) recommended separation. This appears to be on the south side of Skyline Drive based on Chelan County's 2010 Water and Power Distribution and Replacement Project.
- 1,400 feet of 12" Storm Sewer pipe and manholes/catch basins along Skyline Drive from the existing Reservoir drain line west to the projected intersection with Anton Street. The intent is to route the stormwater line along the alignment of the abandoned water main on the south (uphill) side of Skyline Drive.
- Air gap detail for the Reservoir drain.
- Storm manholes to replace bend fittings at prominent direction changes of the Reservoir drain pipe.
- Pavement restoration system for the project section on Skyline Drive adding multiple utilities that will consist of HMA trench patch, Petromat type reinforcement and 2" overlay. The Petromat type reinforcement will be added to provide additional stabilization due to multiple utilities being installed in the paved area.
- Paved driveway restoration for Reservoir access at the City's direction after initial development of gravel surfacing.
- Stormwater permitting required due to the added stormwater piping and the increased replaced impervious area.
- Circulation pump within the Valve Building to improve Reservoir water quality.
- Additional HVAC/electrical equipment within the building.

This scope of services is based on our understanding of additional desired elements of the project that will promote value and long-term City utility benefits.

## Proposed Work Scope

The following efforts are anticipated to support the Sewer and Storm improvements.

### Task 1 – Project Management, Coordination and QA/QC

The project duration has been increased by an estimated thirteen (13) months due to the changes in scope. QA/QC efforts have increased to review the Storm and Sewer additions.

Work Tasks:

- 1.1 Coordinate with City staff and design team.
- 1.2 Prepare and submit monthly invoices.
- 1.3 Project management and communications.
- 1.4 *Quality Assurance/Quality Control* – The principal in charge will review the remaining project deliverables, including new Skyline Drive utility design, for completeness, clarity, coordination, and/or other quality considerations.

Deliverables:

- Monthly invoices and monthly status reports.

### Task 2 – Skyline Drive Preliminary Design

Work Tasks:

- 2.1 *Data Review* – Obtain and review available information from the City regarding the project to understand and identify the existing utilities, property lines and easements for the portion of Skyline Drive from the Reservoir to the projected intersection with Anton Street such as:
  - a. Record Drawings, utility cards, and/or Design Drawings of existing infrastructure.
  - b. Easement and property documents.
- 2.2 *Field Surveying* – Survey work will be performed by 48 Degrees North as a subconsultant to BHC. BHC's scope includes coordination with the surveyor to address site questions, review of the survey, and requests for follow-up survey information, as needed. The survey scope of work is summarized below, and their detailed scope and budget is presented in Exhibit A1:
  - a. Topographic survey for the portion of Skyline Drive between the Reservoir and the projected intersection of Anton Street and Skyline Drive. The topographic survey will extend from the toe of the hill on the south to the top of the slope to the north.
  - b. Contact utility location company for identification of underground utilities.
  - c. Topographic road survey will include available utility information, right-of-way (ROW) lines, edge of pavement, road centerline and fog line striping, ditches, structures, site features, etc.
- 2.4 *Preliminary Design of the Sewer and Storm Piping*:

Prepare draft alignments using the topographic map along Skyline Drive developed in work Task 2.2. The accepted horizontal/vertical alignments will be incorporated into the 60% Design:

  - a. Provide draft Sewer and Storm alignments (Plan only) for the City review.

- b. Conduct a Telecon meeting to discuss alignments and City review comments and prepare meeting minutes.
- c. Prepare modified Sewer and Storm alignments to address City comments and develop Profiles. Submit to the City for review and concurrence.
- d. Conduct a Telecon meeting to review revised Sewer and Storm Plans and Profiles and prepare meeting minutes.

#### 2.5 *Stormwater Compliance Memorandum:*

As required due to the increased project area and the connection to the stormwater system, perform a stormwater code assessment by reviewing project areas for new and replaced impervious surfaces. Evaluate applicable codes including Wenatchee City Code Chapter 12.10, Stormwater Management Manual of Eastern Washington (SWMMEW), and City Critical Areas Maps. Initial review of the Codes indicates that underground utility projects that replace the ground surface in-kind are exempt from many requirements and appear to be subject only to SWMMEW Core Element 1 - Preparation of a Stormwater Site Plan and Core Element 2 - Construction Stormwater Pollution Prevention. Based on this interpretation, it appears the following items will be required:

- a. Memorandum documenting applicable Stormwater requirements.
- b. Temporary Erosion and Sedimentation Control (TESC) measures to address Core Element 2. These will be implemented in the Plans as described in Task 3 below.
- c. Preparation of a performance Specification that requires the Contractor to prepare a Stormwater Pollution Prevention Plan (SWPPP) for review by the Owner/Engineer prior to construction.
- d. Telecon meeting conducted to review the Stormwater Compliance Memorandum and prepare meeting minutes.

#### 2.6 *Stormwater Site Plan:*

Prepare a simplified (or abbreviated) Stormwater Site Plan to address Core Element 1 and demonstrate that Core Elements 3 through 8 are not required.

#### Assumptions and Limitations:

- The size of the Sewer (8") and the Storm piping (12") have been selected by the City. Design of the Sewer and Storm utility system facilities does not include a hydraulic or system operational analysis for the Sewer or Storm system or evaluation of the existing systems (characteristics, condition, or capacity) including both within and beyond the project limits. Pipeline slopes to support minimum gravity flow velocities will serve as a design criteria.
- There are no downstream hydraulic constraints in the City stormwater system and no stormwater flow control will be required for this project. City to provide confirmation.
- The Stormwater Site Plan or design will not require run off treatment (Core Element 5) or flow control (Core Element 6).
- Stormwater Pollution Prevention Plan (SWPPP) will be the responsibility of the Contractor.
- There are no critical areas within the project limits that will complicate stormwater permit approvals.

Deliverables:

- Task 2.2 - Topographic Survey.
- Task 2.4 - Draft Sewer and Storm alignments.
- Task 2.4 - Modified Sewer and Storm Plans and Profiles.
- Task 2.4 - Minutes for the two Sewer and Storm Preliminary Design Review Meetings.
- Task 2.5 - Stormwater Compliance Memorandum.
- Task 2.5 - Minutes for Stormwater Compliance Memorandum Review Meeting.
- Task 2.6 - Draft and Final Stormwater Site Plan

Meetings:

- Conduct two (2) Telecon meetings to review Sewer and Storm Plans and Profiles.
- Conduct one (1) Telecon meeting to review Stormwater Compliance Memorandum.

**Task 3 – Design Engineering**

BHC has prepared the 60% Plans and Specifications required in Task 3.1a of the original contract scope. Remaining project milestones, deliverables, and approvals include:

3.1 Civil Design

- a. 60% Design Submittal (Sewer and Storm only) - Plans will be limited to Sewer and Storm Drawings created in Task 2.4, Sewer and Storm Specification section and a single Opinion of Probable Construction Cost (OPCC) developed for the project. Costs for Water, Sewer and Storm will be identified based on associated bid items unique to each utility and prorated bid items that are common to the project.
- b. 90% Design Submittal - Plans, Specifications, OPCC and updated Project Schedule.
- c. Final Design Bid Documents - Plans, Specifications and OPCC.

3.2 SEPA Permitting

- a. Prepare the SEPA permit application to include the expanded area that incorporates the new storm and sewer utilities.

The fee estimate for Supplemental Agreement 3 is based on the difference between the Original and Final Drawing list, added SEPA permitting effort, Stormwater Site Plan, and electrical design required for the circulation pump, heating and cooling equipment added.

The Original Drawing list provided in the agreement signed January 2, 2018 estimated 13 sheets. The Revised Drawing list includes 20 total sheets and represents BHC's best judgment as to the Drawings that will be required for the design of the Water, Sewer and Storm facilities. Of the 20 sheets, the Storm and Sewer improvements are estimated to add five (5) sheets and revisions to seven (7) sheets:

### Original Drawing List

Sheet No.	Drawing No.	Drawing Name
<b>General</b>		
1	G-1	Cover Sheet, Vicinity Map, Project Location Map & Index of Drawings
2	G-2	General, Survey, & Construction Notes, Legend, Abbreviations, Symbols, & Designations
<b>Civil</b>		
3	C-1	Civil Demolition
4	C-2	Civil Details 1 - Trench Detail, Trench Dam, Thrust Blocking, Pavement Patching, Pipe Penetration Detail
5	C-3	Civil Details 2 - Valve Vault
6	C-4	Piping Plan at Reservoir Site and Skyline Drive
7	C-5	Piping Plan on Skyline Drive
8	E-1	Electrical Symbols and Abbreviations
9	E-2	Electrical Demolition Plan
10	E-3	Electrical Site Plan
11	E-4	Electrical Power and Lighting Plan
12	E-5	Instrumentation Plan
13	E-6	Electrical Schedules and Details

### Revised Drawing List

Sheet No.	Drawing No.	Drawing Name	Status
1	G-1	<i>Cover Sheet, Vicinity Map, Project Location Map &amp; Index of Drawings</i>	Revised
2	G-2	<i>General, Survey and Construction Notes</i>	Revised
3	G-3	<i>Legend, Abbreviations, Symbols and Designations</i>	New
4	C-1	<i>Civil Demolition and Existing Site Plan</i>	
5	C-2	<i>Site Plan and Temporary Erosion Control</i>	
6	C-3	<i>Yard Piping Plan</i>	
7	C-4	<i>Transmission Main Plan Valve Building to Skyline Drive and Skyline Dr Station 10+00 to 14+50</i>	Revised
8	C-5	<i>Transmission Main Plan Skyline Drive to Red Apple RD Station 14+50 to Ex BFV</i>	
9	C-6	<i>Valve Building Plan and Section</i>	New – Optional Task 050 \$2,540



Sheet No.	Drawing No.	Drawing Name	Status
10	C-7	<i>Civil Details (Sheet 1 of 2)</i> a. Trench Section Storm and Sewer b. Pavement Details for Petromat Overlay c. Pavement Detail for Driveway	New
11	C-8	<i>Civil Sewer and Storm Details (Sheet 2 of 2)</i> a. Storm Inlet b. Type 1L Storm Catch Basin c. Type 2 Storm Catch Basin d. Type 3 (Flat Top) Sewer or Storm Manhole e. Air Gap Storm Drain Structure f. Flexible Rubber Boot Type Pipe Penetration Detail	New
12	U-1	<i>Sewer and Storm Plan and Profile Skyline Drive Station 1+00 to 5+00</i>	New
13	U-2	<i>Sewer and Storm Plan and Profile Skyline Drive Station 5+00 to 10+00</i>	New
14	U-3	<i>Sewer and Storm Plan and Profile Skyline Drive Station 10+00 to 14+00</i>	New
15	E-1	<i>Electrical Symbols and Abbreviations</i>	
16	E-2	<i>Electrical Demolition Plan</i>	
17	E-3	<i>Electrical Site Plan</i>	Revised
18	E-4	<i>Electrical Power and Lighting Plan</i>	Revised
19	E-5	<i>Instrumentation Plan</i>	Revised
20	E-6	<i>Electrical Schedule and Details</i>	Revised

The Technical Specifications for the Sanitary Sewer pipe, Storm Sewer pipe, catch basins and manholes will be added to the WSDOT/APWA-based Project Manual that has been developed for the original design. All work will be bid as a one schedule.

An OPCC will be developed for 90% and the Final Design Submittal. Individual costs for Water, Sewer and Storm will be provided following the Final Design Submittal.

**Assumptions:**

- a. Assumptions listed in the original scope still apply.
- b. The Valve Building product is to be pre-engineered by the building supplier and constructed with CMU walls and a standing seam metal roof, with dimensions selected by the City and Engineer. Building walls will be provided with rigid foam insulation and FRP treatment to meet energy requirements. Design provided by building supplier to include structural engineering, interior insulation with FRP wall covering, roofing system, doors, hardware, fasteners and foundation.

- c. The pipe design will attempt to mitigate existing utility conflicts. Existing utilities that need to be moved to install the proposed utilities, will be relocated by the franchise utility. Coordination, design and engineering required to relocate the franchise utilities will be provided by others. Potholing information may also be required for design of the project. Potholing to verify location and elevation of existing utilities is not included as part of this scope of work and will be performed by the Contractor during construction.

All project work is anticipated to occur and be located within existing public right-of-way or existing City property or easement(s). No new temporary and/or permanent easements will be obtained. Individual property research and title reports to determine/verify existing public right(s)-of-way or easements are not part of the work scope. Easement negotiations, acquisition, and recordings are not part of the work scope and, if needed, will require additional budget.

- d. No cultural resources permit, or assessment will be required. SWPPP, grading permit, right-of-way permit, and Traffic Control Plans will be the Contractor's responsibility.
- e. Items not specifically listed above are not included in the scope of work.
- f. The schedule is based on timely City review of design documents. The City will consolidate review comments to one excel worksheet to assist the design process and to eliminate conflicts.

#### Deliverables:

- 60% Design Submittal including Sewer and Storm Drawings created in Task 2.4 only, Sewer and Storm special provisions to the WSDOT Specifications and an OPCC.
- 90% Design Submittal including Plans, Specifications and OPCC for the Water, Sewer and Storm.
- The 60% and 90% Design Submittal will include three (3) hard copies and one (1) electronic copy of the Plans and Specifications. Hard copy Plans will be provided in 11"x17" half size format. Electronic copies of the Plans will be provided in Adobe PDF, and the Specifications will be provided in Adobe PDF and MS Word format.
- One (1) electronic copy (Adobe PDF format) of the 60% and 90% Design Submittal Record of Comment.
- Meeting Agenda for 60% and 90% Design Review Meetings.
- 60% and 90% Design Review Meeting minutes.
- One (1) electronic copy (Adobe PDF format) of the Final Construction Bid Documents prior to Engineer's signature for final review, comment and/or acceptance.
- Final Bid Documents and OPCC: Five (5) hard copies and one (1) electronic copy of the Plans and Specifications. Hard copy Plans will be provided in 11"x17" half size format. Electronic copies of the Plans will be provided in Adobe PDF and AutoCAD, and the Specifications will be provided in Adobe PDF and MS Word format.
- Draft and Final SEPA Permit application.

#### Meetings:

- One (1) meeting up to two (2) hours in length with City to review 60% Storm and Sewer Design review comments.
- One (1) meeting up to three (3) hours in length with City to review 90% Storm and Sewer Design

review comments.

#### **Task 4 – Bidding Assistance**

Address Bidders Questions - At the City's request, prepare the necessary text and/or Drawing revisions to be included in an addendum which will be prepared, finalized, and issued/distributed by the City.

Work Tasks:

4.2 Prepare and issue up to one (1) additional addendum.

Assumptions:

- The City of Wenatchee will distribute the Bidding Documents, Drawings, and the Project Manual to prospective bidders.
- The City of Wenatchee has informed BHC that they will provide responses to bidders' questions.

Deliverables:

- Addenda (as required).

#### **Task 5 – Support During Construction**

This effort will be scoped near the completion of design.

#### **Task 6 – Management Reserve**

A budget allowance of approximately five (5) percent has been included as a management reserve for the project. At the City's request and direction, BHC may perform additional services not included in the above listed activities and/or provide additional information and/or detail beyond what is anticipated at this time. BHC shall perform such services and will be paid for such additional services via the management reserve when they are requested by written direction and authorization by the City's Project Manager.

#### **Schedule**

A baseline schedule of project milestones has been established and is attached as Exhibit B.

#### **Budget**

The project budget including 5 percent management reserve is \$93,545 and is attached as Exhibit C. This budget assumes that design and construction services associated with this scope of services will be completed by January 2020 and in accordance with BHC's rate schedule through 2019, attached as Exhibit D.

## EXHIBIT A-1



48° NORTH

Professional Land Surveying & Land Use Consulting

City of Wenatchee – Skyline Drive Sanitary Sewer Extension  
Topographic/Boundary Survey & Mapping Services Fee Proposal  
March 23, 2019 (revised)

CLIENT: BHC Consultants, LLC  
1601 Fifth Avenue, Suite 500  
Seattle, WA 98101

CONTACT: John Frech, P.E.; Phone: (206) 357-9906

PROJECT SITE/The Property: Skyline Drive as defined on the attached Exhibit B, located within a portion of the SE1/4 and SW1/4 of the SW1/4 of Section 9, T.22N., R.20E.W.M., City of Wenatchee, Chelan County, WA

### TOPOGRAPHIC & SITE/RIGHT OF WAY CENTERLINE SURVEY AND MAPPING SCOPE:

- Project set up; boundary and utility document and map research.
- Prepare and submit utility locate request via Washington One Call and mark locate limits at site.
- Request and administer private utility locater
- Preliminary boundary analysis and initial field data preparation.
- Perform field surveys to establish project base/site control and to recover and observe monuments that control the Skyline Drive right of way centerlines.
- Perform field survey to surface model and map the project site defined in Exhibit B. Mapping to be performed in a manner adequate to generate 2-foot contour intervals. Mapping to include: natural ground and improved surfaces; existing structures; existing roadway; utilities visible at ground surfaces and as marked by governing utility agency; culverts and associated invert measurements; and trees >6" diameter, if any. Included mapping shall generally conform to the CAD standards provided by Client as best as practically possible.
- Perform field survey to located potholed angle points in the Skyline Reservoir drain pipe and the stilling chamber near the Wenatchee Reclamation District canal/Red Apple Road intersection.
- Process, check and archive field data.
- Skyline Drive right of way centerline computations/analysis and determinations.
- Process line work and develop surface model and subsequent contours.
- Draft topographic survey map including Skyline Drive right of way centerline and right of way limits computed based upon C.R.P. 213.
- Prepare and provide deliverables.
- Consulting and Administration.

BHC Consultants, LLC – Skyline Drive Sanitary Sewer Extension  
48° North – Survey Services Proposal  
March 23, 2019 (revised)

DELIVERABLES:

- Topographic mapping and surface model (1-foot contours) in electronic drawing file (.dwg/Intellicad 9.0) formats and comma delimited (p,n,e,z,d) text file of surface model points.

SCHEDULE:

- Work on the project will commence within one (1) business day following the receipt of the fully executed BHC contract, or approved alternate.
- Utility locate request submittal within four (4) business days prior to start of field survey work, pending weather and site conditions.
- Field survey work is anticipated to commence in March 2019, sooner if possible pending weather and site conditions.
- Deliverables anticipated to be provided within seventeen (17) business days following completion of the field survey work.

ASSUMPTIONS:

- Datum:
  - Horizontal: NAD 83/2011 (Epoch 2010), Washington State Plane, North Zone, Grid.
  - Vertical: NAVD 1988, as derived by GNSS observations.
- City of Wenatchee will provide 48° North with any necessary right of entry on to private properties associated with this project, if needed.
- Entering of confined spaces is not required for this project.
- Schedule is subject winter weather conditions that cause an unsafe site and/or unfeasible working conditions.
- No property boundary corner monuments are required to be set for this project.

FEE:

- Hourly (T & M). Survey services not to exceed \$7,200.00, without prior approval by Client. Fees/billing based upon 2019 hourly rates, invoiced and payable monthly.



48° North  
Professional Land Surveying & Land Use Consulting

2019 Rate Schedule

Professional Land Surveyor (PLS) - Owner/Member:	\$150/hour
Professional Land Surveyor - Owner/Member as Expert Witness:	\$220/hour
One-Person Field Crew - Includes equipment, truck, typical supplies:	\$150/hour
Office Survey Technician	\$110/hour
Two-Person Field Crew (1 PLS) – Includes equipment, truck, typical supplies	\$240/hour
Administrative Assistant	\$ 30/hour
ATV	\$125/day

CONDITIONS:

1. A four (4) hour minimum charge applies to all individual construction staking requests, plus cost of materials.
2. Mileage charges (may apply) – current IRS rate charged for mileage in excess of a 60-mile round trip from Wenatchee office.
3. Fees are payable upon receipt of invoice.
4. All governmental fees associated with a given project are in addition to the contract amount and are paid by Client, made payable directly to the specific governmental agency or department.
5. Subject to the scope of work, fee, deliverables, schedule and conditions set forth in the executed Contract for Professional Services.
6. In addition to those set forth within the executed contract, costs for materials may apply under certain circumstances.

48 North, PLLC  
d/b/a 48° North – Professional Land Surveying & Land Use Consulting  
P.O. Box 4266  
Wenatchee, WA 98807-4266  
Phone: (509) 436-1640

Rev. 2019-01-04

**EXHIBIT B**

**CITY OF WENATCHEE  
SKYLINE RESERVOIR TRANSMISSION LINE REPLACEMENT**

**PROJECT SCHEDULE  
March 22, 2019**

**Project Milestones**

Anticipated Notice to Proceed	April
Field Surveying	April
Preliminary Design Sewer and Storm Piping	May
60% Design for Sewer and Storm Piping	June/July
90% Design for Water, Sewer and Storm Piping	July/August
Anticipated Design Completion	September/October
Advertise for Bid	November
Bid Opening	December
Award	December-January

Note: Assumes City review comments will be provided within 3 weeks of submittal.

EXHIBIT C - FEE SCHEDULE

EXHIBIT C  
City of Wenatchee  
Skyline Reservoir Transmission Line Replacement  
Supplemental Agreement 3 Fee Estimate  
17-10555  
Date: **March 27, 2019**

Task	Principal Tech Adv/QAQC Chris K. \$74.50		Proj. Mgr John F. \$63.00		Staff Engr. Lauren M. \$38.00		Electrical Engr. Jeff G. \$77.00		CAD CAD, blended \$40.13		Clerical Sarah S. \$35.00		Acctg Uma P. \$40.00		BHC			Subconsultants				Budget	
	#	Task Name	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Cost	Expenses	48 North	Aspect	BHC Markup	Sub. Total		
<b>010 Project Management</b>																							
	Coordinate and Manage Team	1	\$231	18	\$3,515										19	\$3,746					\$3,746		
	Monthly Status Reports/Invoicing			7	\$1,367								8	\$992	15	\$2,359					\$2,359		
	Project Management Communications	1	\$231	7	\$1,367										8	\$1,598					\$1,598		
	QA/QC Reviews	6	\$1,386		\$0										6	\$1,386					\$1,386		
	<b>Subtotal</b>	<b>8</b>	<b>\$1,848</b>	<b>32</b>	<b>\$6,250</b>	<b>0</b>	<b>\$0</b>		<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>8</b>	<b>\$992</b>	<b>48</b>	<b>\$9,089</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,089</b>	
<b>020 Preliminary Engineering</b>																							
	2.1 Data Evaluation			6	\$1,172										6	\$1,172				\$0	\$0	\$1,172	
	2.2 Survey			4	\$781				4	\$498					8	\$1,279		\$7,200		\$720	\$7,920	\$9,199	
	2.4 Pre Design and Eval for Sewer and Storm Piping			8	\$1,562				8	\$995					16	\$2,558						\$2,558	
	Two Telecon Meeting and Notes			6	\$1,172						1	\$109			7	\$1,280						\$1,280	
	2.5 Stormwater Compliance Memorandum	1	\$231	10	\$1,953						2	\$217			13	\$2,401						\$2,401	
	Telecon Meeting and Notes			2	\$391						0.5				2.5	\$391						\$391	
	2.6 Stormwater Site Plan			20	\$3,906	32	\$3,770				8	\$995	3	\$326								\$8,996	
	<b>Subtotal</b>	<b>1</b>	<b>\$231</b>	<b>56</b>	<b>\$10,937</b>	<b>32</b>	<b>\$3,770</b>		<b>20</b>	<b>\$2,488</b>	<b>7</b>	<b>\$651</b>	<b>0</b>	<b>\$0</b>	<b>116</b>	<b>\$18,076</b>		<b>\$7,200</b>	<b>\$0</b>	<b>\$720</b>	<b>\$7,920</b>	<b>\$25,996</b>	
<b>030 Final Design</b>																							
	3.1a. 60% Design Submittal	5	\$1,155	56	\$10,937	24	\$2,827	19	\$4,535	72	\$8,956	4	\$434			180	\$28,844	\$100				\$28,944	
	Telecon Meeting and Notes			3	\$586							0.5	\$54			4	\$640					\$640	
	3.1b 90% Design Submittal	2	\$462	28	\$5,468	12	\$1,414	9	\$2,148	36	\$4,478	2	\$217			89	\$14,187					\$14,187	
	Telecon Meeting and Notes			3	\$586							0.5	\$54			3.5	\$640					\$640	
	3.1 c Final Construction Bid Documents	1	\$231	11	\$2,148	4	\$471	3	\$716	12	\$1,493	1	\$109			32	\$5,168	\$100				\$5,268	
	3.2 SEPA Permit (Additional Effort)	1	\$231	2	\$391	12	\$1,414					2	\$217			17	\$2,252					\$2,252	
	<b>Subtotal</b>	<b>8</b>	<b>\$1,848</b>	<b>101</b>	<b>\$19,725</b>	<b>40</b>	<b>\$4,712</b>	<b>31</b>	<b>\$7,400</b>	<b>120</b>	<b>\$14,927</b>	<b>8.0</b>	<b>\$868</b>	<b>0</b>	<b>\$0</b>	<b>308</b>	<b>\$49,479</b>	<b>\$200</b>	<b>\$0</b>	<b>0.0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$49,679</b>
<b>040 Bidding Assistance</b>																							
	Prepare 1 addendum	1	\$231	4	\$781		\$0			4	\$498	2	\$217			11	\$1,727					\$0	\$1,727
	<b>Subtotal</b>	<b>1</b>	<b>\$231</b>	<b>4</b>	<b>\$781</b>	<b>0</b>	<b>\$0</b>		<b>4</b>	<b>\$498</b>	<b>2</b>	<b>\$217</b>	<b>0</b>	<b>\$0</b>	<b>11</b>	<b>\$1,727</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,727</b>
	<b>Subtotal Tasks 010 through 040</b>	<b>18</b>	<b>\$4,157</b>	<b>193</b>	<b>\$37,693</b>	<b>72</b>	<b>\$8,482</b>	<b>31</b>	<b>\$7,400</b>	<b>144</b>	<b>\$17,912</b>	<b>17</b>	<b>\$1,736</b>	<b>8</b>	<b>\$992</b>	<b>483</b>	<b>\$78,371</b>	<b>\$200</b>	<b>\$7,200</b>	<b>\$0</b>	<b>\$720</b>	<b>\$7,920</b>	<b>\$86,491</b>
<b>050 Optional Tasks (from Original Scope)</b>																							
	Prefab Altitude Valve Building Design Coord.		\$0	10						8					18							\$2,554	
	<b>Subtotal</b>																					<b>\$2,554</b>	
	<b>Subtotal Tasks 010 through 050</b>																					<b>\$89,045</b>	
<b>060 Project Contingency</b>																							
	Management Reserve (Approximately 5%)																					\$4,500	
	<b>Total Budget</b>																					<b>\$93,545</b>	





## EXHIBIT D

### 2019 Schedule of Charges

Billing Title	Hourly Billing Rates
Principal Engineer	\$248 - \$280
Senior Structural Engineer	\$215 - \$245
Senior Electrical Engineer	\$200 - \$245
Senior Project Manager	\$220 - \$245
Senior Engineer	\$180 - \$200
Project Engineer	\$135 - \$170
Staff Engineer	\$120 - \$130
Planning Manager	\$165 - \$220
Senior Planner	\$135 - \$150
Planner	\$98 - \$125
GIS Specialist*	\$120 - \$125
Field Inspector & Building Inspectors*	\$100 - \$160
Building Code Compliance Review	\$100 - \$245
CAD Manager*	\$150 - \$175
Draftsperson*	\$110 - \$135
Project Administrator*	\$120 - \$130
Project Assistant/Word Processor*	\$110 - \$120

#### Professional Reimbursement:

The hourly billing rates include the cost of salaries of the BHC employees, plus paid sick and safe leave, vacation, holiday, other fringe benefits, indirect overhead and fee. All employees classified as “non-exempt” (billing category denoted with \*) by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours, as per State and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours.

#### Communication Fee:

Project Labor times 3.0% which includes telecommunications, faxes, standard U.S. Mail, mobile phones, and internet access.

#### Direct Expenses:

Reimbursement for direct expenses incurred in connection with the work, will be at cost plus ten percent. See **Schedule of Non-Labor Charges** for detail.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2019 through December 31, 2019, and will be adjusted thereafter.

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

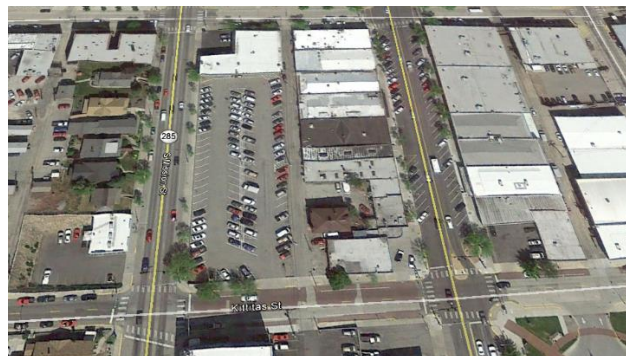
**DATE:** April 7, 2019

**MEETING DATE:** April 11, 2019

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**I. OVERVIEW**

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



Following surplus, the City Council authorized entering a purchase and sale agreement with Weidner Apartment Homes on October 26, 2017. Since entering into the purchase and sale agreement, Council approved amendment #1 to the agreement providing time and resources for Weidner Apartment Homes to perform environmental due diligence on the site and for a housing project. After performing a phase 1 environmental assessment, Weidner pursued a Phase 2 assessment. Amendment #2 was approved on July 13<sup>th</sup> granting additional time for the environmental assessment. Amendment #4 was approved to provide a new expiration date of January 15, 2019. Staff is requesting a fifth extension to the Purchase and Sale agreement to allow time to complete necessary studies in preparation for a public hearing for a Development Agreement.

The action before Council provides the authorization for the Mayor to sign amendment #5 providing an extension to allow the purchaser to finish necessary studies for SEPA and a development agreement public hearing. This extension will cause the purchase and sale agreement to expire on June 30, 2019.

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

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**II. ACTION REQUESTED**

*Staff recommends the City Council authorize the Mayor to sign a fifth amendment to the real estate purchase and sale agreement with Weidner Apartment homes for the Mission and Kittitas parking lot extending the due diligence period to June 30, 2019.*

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

There is no fiscal impact associated with this extension.

**IV. PROPOSED PROJECT SCHEDULE**

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

**V. REFERENCE(S):**

- a. Amendment #5

**VI. ADMINISTRATIVE ROUTING**

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

## FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Fifth Amendment to Purchase and Sale Agreement (this “**Amendment**”) is made this \_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF WENATCHEE, a Washington municipal corporation (“**Seller**”) and WEIDNER INVESTMENT SERVICES, INC., a Washington corporation as Buyer (“**Buyer**”).

### RECITALS

A. Seller and Buyer previously executed that certain Purchase and Sale Agreement dated October 26, 2017, as amended by that certain First Amendment to Purchase and Sale Agreement dated April 27, 2018, Second Amendment to Purchase and Sale Agreement dated July 23, 2018, Third Amendment to and Reinstatement of Purchase and Sale Agreement dated October 29, 2018, and Fourth Amendment to Purchase and Sale Agreement dated January 15, 2019 (collectively, the “**Agreement**”).

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

### AGREEMENT

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

1. Defined Terms. All capitalized terms referred to herein shall have the same meaning provided in the Agreement, except where expressly defined to the contrary herein.
2. Review Period. The Review Period (as defined in Section 5.1 of the Agreement) is hereby extended to end on June 30, 2019.
3. Full Force and Effect. Buyer and Seller agree that the Agreement, as amended by this Amendment, is in full force and effect and is the valid and binding obligation of Seller and Buyer, as if it had never been terminated.
4. Signatures; Counterparts. This Amendment may be executed in counterparts that, when assembled, shall form one document, and signatures executed via facsimile or email shall have the same force and effect as originals.

[Signatures on following page.]

DATED as of the date and year first above written.


SELLER:

CITY OF WENATCHEE,  
a Washington municipal corporation

By: \_\_\_\_\_  
Name: Frank Kuntz  
Its: Mayor

BUYER:

WEIDNER INVESTMENT SERVICES, INC.,  
a Washington corporation

By:   
\_\_\_\_\_  
W. Dean Weidner, President