



WENATCHEE CITY COUNCIL

Thursday, July 11, 2019

Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801

AGENDA

4:30 p.m. Executive Session.

Executive session to consider the acquisition of real estate by purchase when public knowledge regarding such consideration would cause a likelihood of increased price; and to consider the minimum price at which real estate will be offered for sale when public knowledge regarding such consideration would cause a likelihood of decreased price.

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:

Wire #1468 in the amount of \$31.00 for June 25, 2019

Wires #1466 - #1467 in the amount of \$40,316.75 for June 25, 2019

Claim checks #191108 through #191194 in the amount of \$1,036,056.65 for June 27, 2019

Claim check #191224 in the amount of \$13,861.03 for June 27, 2019

Claim checks #191195 through #191206 in the amount of \$7,516.63 for June 28, 2019

Benefits/deductions in the amount of \$1,013,744.13 for June 28, 2019

Claim checks #191225 through #191233 in the amount of \$33,922.85 for July 3, 2019

Payroll distribution in the amount of \$484,379.21 for July 5, 2019

Claim checks #191234 through #191354 in the amount of \$1,306,303.63 for July 5, 2019

- Motion for City Council to accept the work performed by the contractor, Transblue, LLC, on the Stevens and Mission Landscaping Improvements, City Project No. SW17-06, and further authorize the Mayor to sign the Final Contract Voucher.

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.

- Parks and Recreation Month Proclamation
- City of Wenatchee Service Awards
- Chelan County PUD Presentation Re: Balloons
- Pybus Market Presentation

5. Action Items.

- A. Resolution in Support of Link Transit Ballot Measure
Presented by Executive Services Director Allison Williams
Motion for City Council to approve Resolution No. 2019-32, in support of the ballot measure in Chelan and Douglas Counties that increases a sales and use tax by 2/10's of one percent for Link Transit.
- B. Resolution in Support of RiverCom Ballot Measure
Presented by Executive Services Director Allison Williams
Motion for City Council to approve Resolution No. 2019-24, in support of the ballot measure in Chelan and Douglas Counties that renews a sales and use tax for E911 emergency communication systems and facilities utilized by RiverCom 911.
- C. Wenatchee Arts, Recreation and Parks Commission Appointment
Presented by Parks, Recreation & Cultural Services Director David Erickson
Motion for City Council to approve Resolution No. 2019-28, appointing a member to the Wenatchee Arts, Recreation and Parks Commission (Liliana Luna Cruz).
- D. Contract for Legal Services for Indigent Criminal Defendants
Presented by Executive Services Director Allison Williams
Motion for City Council to authorize the Mayor to sign the Contract for Legal Services for Indigent Criminal Defendants with Kottkamp, Yedinak & Esworthy, PLLC.
- E. Isola Annexation
Presented by Housing & Community Planner Brooklyn Holton
Motion for City Council to approve Resolution No. 2019-31, fixing time for hearing on petition for annexation of an unincorporated area that includes five parcels located on the north side of Terminal Avenue between Methow Street to the west and extending east towards Cross Street stopping approximately midblock, also known as the Isola Annexation.

F. Tramp Annexation

Presented by Housing & Community Planner Brooklyn Holton

Motion for City Council to approve Resolution No. 2019-30, fixing time for hearing on petition for annexation of an unincorporated area located to the west of Skyline Drive in Millerdale Block A that is bordered to the south and west by urban growth area boundary, to the north by current city limits and to the east by undeveloped land that fronts Skyline Drive, also known as the Tramp Annexation.

G. Forte Architects Contract Amendment No. 1 to the Professional Service Agreement for GSA Social Security Building – Project No. 1809

Presented by Economic Development Director Steve King and Facilities Manager Elisa Webb

Motion for City Council to authorize the Mayor to sign Contract Amendment No. 1 to the Professional Services Agreement for GSA Social Security Project on behalf of the City with Forte Architects for additional design services for the GSA Social Security Building - Project No. 1809.

H. ARC Contract Amendment No. 1 to the Professional Service Agreement for Wenatchee City Hall – Project No. 1716

Presented by Economic Development Director Steve King and Facilities Manager Elisa Webb

Motion for City Council to authorize the Mayor to sign Contract Amendment No. 1 to the Professional Services Agreement for Wenatchee City Hall on behalf of the City with ARC Architects for additional design services for the Wenatchee City Hall – Project No. 1716

6. Public Hearing Items.

The Mayor will call the Public Hearing to order and state the ground rules, the purpose of the hearing, the action that the hearing body may take on the matter, will address the appearance of fairness doctrine, and will state the manner in which the hearing will proceed. Staff will first give a report, followed by testimony of experts and/or the applicant, followed then by public testimony. All speakers must speak into the microphone and clearly state their names and addresses. All comments should be addressed to the hearing body, should be relevant to the application, and should not be of a personal nature. Public testimony may be limited to three minutes, unless further time is granted by the Mayor. If there are a large number of speakers, a representative may be appointed to speak on behalf of the group.

I. Cryptocurrency Mining and Data Center Code Amendments

Presented by Senior Planner Matt Parsons

Motion for City Council to adopt Ordinance No. 2019-30, amending Chapters 10.08 Definitions, 10.10 District Use Chart, and 10.48 General Regulations, of the Wenatchee City Code (WCC) relating to cryptocurrency mining and data centers, terminating the interim official control imposed by Ordinance No. 2019-04, and establishing an effective date.

J. LaVergne Annexation

Presented by Housing & Community Planner Brooklyn Holton

Motion for City Council to adopt Ordinance No. 2019-31, providing for the annexation of an unincorporated area located on the southeast corner of the intersection at McKittrick Street and Pershing Street also known as the LaVergne Annexation.

7. Reports.

a. Mayor's Report

b. Reports/New Business of Council Committees

8. Announcements.

9. Adjournment.



DRAFT

WENATCHEE CITY COUNCIL

Thursday, June 27, 2019

Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801

MINUTES

In attendance:

Mayor Frank Kuntz
Councilmember Ruth Esparza
Councilmember Keith Huffaker
Councilmember Mark Kulaas
Councilmember Mike Poirier

Staff in attendance:

Executive Services Director Allison Williams
City Attorney Steve Smith
City Clerk Tammy Stanger
IS Support Tim McCord
Utilities Manager John Ricardi
Environmental Manager Jessica Shaw
Development Manager Matt Shales
Project Engineer Jake Lewing
Community Development Director Glen DeVries
Housing & Community Planner Brooklyn Holton
Police Captain Edgar Reinfeld
Finance Director Brad Posenjak

5:15 p.m. Regular Meeting

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

Mayor Frank J. Kuntz called the regular meeting to order at 5:15 p.m. Councilmember Mike Poirier led the Pledge of Allegiance. Councilmembers Esparza, Huffaker, Kulaas and Poirier were present. Councilmembers Bailey, Markhart and Herald were absent as they were attending the Association of Washington Cities' annual conference in Spokane, WA.

2. Consent Items:

- Motion to approve agenda, vouchers, and minutes from previous meetings.
- Resolution No. 2019-26, revising the regular meeting schedule for November and December, 2019

Motion by Councilmember Keith Huffaker to approve the consent items. Councilmember Mike Poirier seconded the motion. Motion carried (4-0).

Mayor Kuntz introduced Laura Perez, who was hired as the Temporary Administrative Assistant for the Mayor's office while Annagrisel Alvarez-Graef is out on maternity leave.

3. Citizen Requests/Comments.

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

4. Action Items.

- A. Wenatchee Regional Vactor Waste Facility (Project No. 1614) – Request for Budget Amendment Approval and Authorization to Award Construction Contract to Pipkin Construction

Utilities Manager John Ricardi and Environmental Manager Jessica Shaw presented the staff report. Council asked questions.

Motion by Councilmember Mike Poirier for City Council to approve the proposed amendment to the overall project budget, award the construction contract for improvements to the Wenatchee Regional Vactor Waste Facility (Project No. 1614) to Pipkin Construction in the amount of \$351,152.53, and authorize the Mayor to sign the construction contract on behalf of the City. Councilmember Mark Kulaas seconded the motion. Motion carried (4-0).

- B. Purchase and Sale Agreement Addendum – Les Schwab Tire Center of Washington

Development Manager Matt Shales presented the staff report. Council asked questions.

Motion by Councilmember Keith Huffaker for City Council to authorize the Mayor to sign the Real Estate Purchase and Sale Addendum/Agreement with Les Schwab Tire Center of Washington in the amount of \$326,244, and extend the feasibility contingency period to 90 days. Councilmember Ruth Esparza seconded the motion. Motion carried (4-0).

- C. 2019 Pavement Preservation (Project No. 1901) – Authorization to Award Construction Contract

Project Engineer Jake Lewing presented the staff report. Council asked questions.

Motion by Councilmember Keith Huffaker for City Council to award the contract for the construction of the 2019 Pavement Preservation, Project No. 1901, to Central Washington Asphalt, in the amount of \$2,909,300.35 and authorize the Mayor to approve the construction contract, pending WSDOT concurrence. Councilmember Mark Kulaas seconded the motion. Motion carried (4-0).

D. Interlocal Agreement for Development and Implementation of Stormwater Management

Environmental Manager Jessica Shaw presented the staff report.

Motion by Councilmember Ruth Esparza for City Council to authorize the Mayor to sign the Interlocal Agreement for Development and Implementation of Stormwater Management. Councilmember Mike Poirier seconded the motion. Motion carried (4-0).

E. Appointment to Lodging Tax Advisory Committee

Executive Services Director Allison Williams presented the staff report.

Motion by Councilmember Mark Kulaas to approve Resolution No. 2019-27, appointing a member to the Lodging Tax Advisory Committee for a two (2) year term ending December 31, 2020 (Gina Muller). Councilmember Keith Huffaker seconded the motion. Motion carried (4-0).

F. Lodging Tax Advisory Committee Recommendation Re: Funding

Executive Services Director Allison Williams presented the staff report. Council asked questions.

Motion by Councilmember Mike Poirier for City Council to approve Resolution No. 2019-29, affirming the recommendation of the Lodging Tax Advisory Committee to not hold an application round in 2019 for the 2020 funding year. Councilmember Keith Huffaker seconded the motion. Motion carried (4-0).

G. Agreement with Property Registration Champions, LLC, DBA ProChamps, to Provide Services Related to the Registration of Foreclosed and Vacant Properties

Community Development Director Glen DeVries presented the staff report. Council asked questions.

Motion by Councilmember Mark Kulaas for City Council to authorize the Mayor to sign an agreement with Property Registration Champions, LLC, DBA ProChamps, providing property registration services for defaulted mortgage and vacant properties. Councilmember Keith Huffaker seconded the motion. Motion carried (4-0).

H. LaVergne Annexation – Resolution No. 2019-25, Setting a Public Hearing

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

Motion by Councilmember Keith Huffaker for City Council to approve Resolution No. 2019-25, fixing time for public hearing on petition for annexation of an unincorporated area located on the southeast corner of the intersection at McKittrick Street and Pershing Street also known as the LaVerqne Annexation. Councilmember Mike Poirier seconded the motion. Motion carried (4-0).

I. Interlocal Agreements for Assessment of Fair Housing Regional Collaboration

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

Motion by Councilmember Ruth Esparza for City Council to approve and authorize the Mayor to sign the following interlocal agreements that identify Wenatchee as the lead entity in completing a regional assessment of fair housing:

- a. Interlocal Agreement between the City of Wenatchee, the City of East Wenatchee, and the Housing Authority of Chelan County and the City of East Wenatchee to provide notice of a regional Assessment of Fair Housing to the U.S. Department of Housing & Urban Development.
- b. Interlocal Agreement between the City of Wenatchee and the City of East Wenatchee establishing responsibilities for a regional Assessment of Fair Housing.
- c. Interlocal Agreement between the City of Wenatchee and the Housing Authority of Chelan County and the City of Wenatchee establishing responsibilities for a regional Assessment of Fair Housing.

Motion seconded by Councilmember Keith Huffaker. Motion carried (4-0).

J. White Annexation – Ordinance No. 2019-28

Housing & Community Planner Brooklyn Holton presented the staff report.

Motion by Councilmember Mark Kulaas for City Council to adopt Ordinance No. 2019-28, providing for the annexation of an unincorporated area located on the east side of Methow Street between Broad Street and Hidden Meadow Drive and bordered to the west by parcels in city limits also known as the White Annexation. Councilmember Ruth Esparza seconded the motion. Motion carried (4-0).

5. Public Hearing

The Mayor explained the public hearing process.

K. Ordinance No. 2019-16, Amendments to WCC 1.99, Fee Schedules

Community Development Director Glen DeVries, Environmental Manager Jessica Shaw, and Police Captain Edgar Reinfeld presented the staff report. Council asked questions.

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

Motion by Councilmember Keith Huffaker for City Council to adopt Ordinance No. 2019-16, amending Chapter 1.99 WCC, pertaining to the Fee Schedule. Councilmember Mark Kulaas seconded the motion. Motion carried (4-0).

- L. Ordinance No. 2019-29, Amending Section 5.120.050(1) WCC, Application for Permit
Community Development Director Glen DeVries presented the staff report.

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

Motion by Councilmember Mark Kulaas for City Council to adopt Ordinance No. 2019-29, amending certain provisions of Ordinance No. 2019-24, codified at Wenatchee City Code 5.120.050(1), relating to fireworks and an application for a permit. Councilmember Mike Poirier seconded the motion. Motion carried (4-0).

6. Reports.

a. Mayor's Report

The Mayor reported on the following:

- (1) The entrance conference with the State Auditor's was held last Thursday;
- (2) Papers have been signed with the title company for the sale of the Maple Street Fire Station;
- (3) He and Councilmember Linda Herald welcomed the Masonic Convention on Monday afternoon.
- (4) He attended a meeting this week with East Wenatchee Mayor Lacy at the Museum concerning the Wells House;
- (5) The Public Facilities District Board has agreed to cancel the parking agreement with Shopko, which will allow new development at the property;
- (6) Congresswoman Schrier will be in Wenatchee tomorrow and he will be attending meetings regarding Doppler radar and fire prevention;
- (7) The Wenatchee School District authorized the sale of property for a roadway on Springwater property;
- (8) Allison Williams added that the Convention Center market analysis consultant was in town this week for interviews with stakeholders;
- (9) She reported that staff was work on notices to the public re the fireworks ban and the community fireworks show;
- (10) Sign code meetings were held this week;
- (11) The July work session will include an overview of North Wenatchee Avenue and there may be some opportunities to change the complexion of North Wenatchee;

- (12) Mayor Kuntz announced that Tyler Mackay has accepted a new job with Waste Management and will be leaving Congresswoman Schrier's office on July 6.
- (13) The Mayor reported that the Finance Committee reviewed the topic of CPIs for Council salaries. Additional discussion is needed.

b. Reports/New Business of Council Committees. None.

7. Announcements. None.

8. Adjournment. With no further business the meeting adjourned at 6:17 p.m.


Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Jacob Huylar, Engineering Services Manager 

SUBJECT: Stevens and Mission Landscaping Improvements, City Project #SW17-06
Final Acceptance

DATE: July 3, 2019

MEETING DATE: July 11, 2019

I. OVERVIEW

The Stevens and Mission Landscaping Improvements (City Project No. SW17-06) constructed a landscaping island at the former intersection of Stevens St and Mission St. The project removed asphalt pavement between Wenatchee’s Best Laundry and La Tortuga Loca and replaced it with curb and gutter, concrete benches, a decorative block wall, and landscaping.

The City Council awarded the project to Transblue LLC on May 10, 2018 for a contract total of \$100,791.00. The project was physically complete as of October 15, 2018 and the final amount paid to Transblue LLC was \$101,413.65. Minor warranty work was recently completed which the city had been waiting on prior to issuing final acceptance.

II. ACTION REQUESTED

Staff recommends that the City Council accept the work performed by the contractor, Transblue LLC, on the Stevens and Mission Landscaping Improvements, City Project No. SW17-06, and further authorize the Mayor to sign the Final Contract Voucher.

III. FISCAL IMPACT

Stevens and Mission Landscaping Imp.	Adopted Budget	Final Expenditures
Transportation Improvement Board Complete Streets Funding	\$115,000	\$115,000
City Funding	\$0	\$7,478
Total	\$115,000	\$122,478

IV. REFERENCE(S)

1. Final Contract Voucher
2. SW17-06 Project Budget

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

V. ADMINISTRATIVE ROUTING

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



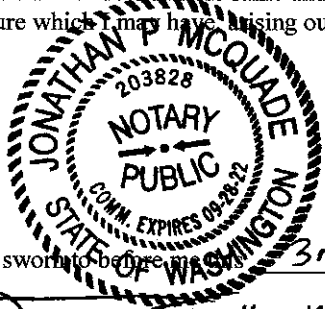
**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor Transblue			
Street Address PO Box 6158			
City Edmonds	State WA	Zip 98026	Date July 3, 2019
City Project Number SW17-06	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title Stevens and Mission Landscaping Improvements			
Date Work Physically Completed October 15, 2018		Final Amount \$101,413.65	

Contractor's Certification

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



T. Rudge
Contractor Authorized Signature Required

Todd Rudge
Type Signature Name

Subscribed and sworn to before me on this 3rd day of July 20 19

X [Signature] Jonathan McQuade Notary Public in and for the State of Washington,
residing at 13914 120th Ave NE, Kirkland, WA 98039

City of Wenatchee

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

X _____
Mayor/or Designee

Date of Acceptance

2018 Capital Improvement Project Budget

Date: May 9, 2018

Project Name: Stevens and Mission Landscaping Project Category: Complete Streets

Project Description: Construct landscaping improvements where Stevens Street used to intersect Mission Street. The project will remove asphalt pavement between Wenatchee's Best Laundry and La Tortuga Loca and replace it with curb and gutter, concrete benches, a decorative block wall, and plantings.

Lead Engineer:	<u>Charlotte Mitchell</u>	Start Year:	<u>2017</u>
Assigned Department:	<u>Engineering</u>	End Year:	<u>2018</u>
Total Project Budget:	<u>\$115,000</u>	Project Number:	<u>SW17-06</u>
2018 Budget:	<u>\$108,600</u>	Total City Funding:	<u>\$0</u>
		Other Funding:	<u>\$115,000</u>

Revenue Notes and/or Requests for Budget Changes:

The city solicited bids from contractors and only received one response. The grant funding used for this project can be shifted between items identified in the grant's work plan, so Engineering is requesting to transfer additional funding to this project.

Project Expenditures by Category	Original Budget	Budget Amendment	Prior Years Spent	ESTIMATES			Project Total
				2018	2019	2020	
Design Engineering	6,250	150	6,400	-			6,400
Right of Way Acquisition	-	-		-			
Construction	63,000	37,800		100,800			100,800
Construction Engineering	5,000	2,800		7,800			7,800
Miscellaneous		-					
Art Fund	750	(750)		-			
Total Project Expenditures	75,000	40,000	6,400	108,600			115,000

Project Revenues by Category	Overall Budget	Budget Amendment	Prior Years	ESTIMATES			Project Total
				2018	2019	2020	
Fund:							
Fund:							
Fund:							
Fund:							
Fund:							
GRANTS:							
TIB - Complete Streets	75,000	40,000	6,400	108,600			115,000
Total Project Revenues	75,000	40,000	6,400	108,600			115,000

Approved: 

Date: 5/10/2018

Proclamation

Of the City of Wenatchee, Washington

WHEREAS, parks and recreation activities and experiences provide opportunities for people to live, grow and develop into contributing members of the community; and

WHEREAS, parks and recreation enriches life experiences for members of our community; and

WHEREAS, the parks and recreation agencies in the community provide outlets for physical activities, socialization and stress reducing experiences; and

WHEREAS, parks, playgrounds, trails, natural areas, and recreation and aquatic facilities make our City an attractive and desirable place to live, work, play and visit which contributes to our economic vitality; and

WHEREAS, parks and natural areas provide a welcome respite from our fast paced, high-tech lifestyles while protecting and preserving our natural environment; and

WHEREAS, parks and recreation agencies touch the lives of individuals, families, groups and the entire community which positively impacts the social, economic, health and environmental quality of our city;

NOW, THEREFORE, I, Frank Kuntz, Mayor of the City of Wenatchee, do hereby proclaim July 2019 as "Parks and Recreation Month" in the City of Wenatchee and encourage all citizens to join me in participating in and supporting the many recreational programs and facilities provided by public and private agencies.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Wenatchee to be affixed on the 11th of July 2019.





Frank Kuntz, Mayor

To: Mayor Frank Kuntz
 City Council Members

From: Kari Page, Director of Human Resources

RE: **Service Awards**

Date: July 11, 2019

Overview / Background:

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

30 Years

Employee Name	Job Title	Department
Dave Nichols	Building/Fire Inspector	Community Development

25 Years

Tina Erwert	Records Specialist	Police
Adam Reichert	Wastewater Supervisor	Public Works

20 Years

Edgar Reinfeld Jr	Captain	Police
Jeff Ward	Corporal	Police

15 Years

Will Weems	Water Distribution Supervisor	Public Works
Lisa Johnson	Assistant Finance Director	Finance

10 Years

Dennis Smith	Regional Water Plant Operator	Public Works
--------------	-------------------------------	--------------

5 Years

Gary Bryant Jr	Officer First Class	Police
Brian Smiddy	Utility Worker – Water	Public Works
Andrew Sund	Officer First Class	Police
Matt Parsons	Senior Planner	Community Development

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Resolution in Support of LinkTransit Sales and Use Tax Ballot Measure

DATE: July 11, 2019

Background:

Link Transit has proposed a ballot measure in Chelan and Douglas counties that adds an increase of a sales and use tax by 2/10th's of one percent for improved services, expanding public transit service to new areas, and investing in infrastructure and technology to speed up transit travel. In preparation, Link Transit engaged the citizens within its system boundaries to determine what they would like their transit system to be, and the citizens indicated the importance of the region to have a more comprehensive transit system that operates with longer hours over more days of the week, meeting the needs of tourism and service workers, the needs of shift workers in medical, manufacturing and agricultural industries, providing access to affordable housing, and more fully serve our disabled and senior populations.

On May 9, Link Transit presented the ballot measure to the Wenatchee City Council, and requested that the Wenatchee City Council bring forward a resolution in support of the ballot measure.

Action Requested:

Motion for City Council to adopt Resolution No. 2019-32, in support of the ballot measure in Chelan and Douglas Counties that increases a sales and use tax by 2/10th's of one percent for LINK TRANSIT.

RESOLUTION NO. 2019-32

A RESOLUTION, of the Council of the City of Wenatchee, Washington in support of the ballot measure in Chelan and Douglas Counties that increases a sales and use tax by 2/10's of one percent for LINK TRANSIT.

WHEREAS, Link Transit engaged the citizens within its system boundaries to determine what they would like their transit system to be; and

WHEREAS, the citizens indicated they wanted a more comprehensive transit system that operates with longer hours over more days of the week, that it needs to meet the needs of tourism and service workers, that it needs to meet the needs of shift workers in our medical, manufacturing and agricultural industries, and that it needs to provide access to affordable housing and more fully serve our disabled and senior population; and

WHEREAS, the citizens indicated that the desired improvements were important enough to them to support a small increase in the local sales tax; and

WHEREAS, a passing vote must be recorded in both Chelan County and Douglas County in order for the sales tax to be increased in either county; and

WHEREAS, this matter came before an open public meeting of the City Council of Wenatchee, the published agenda for the meeting included the title and the number of the ballot proposition, and members of the City Council and members of the public were afforded an approximately equal opportunity for the expression of an opposing view consistent with RCW 42.17A.550 (1).

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

SECTION I

The City Council of the City of Wenatchee supports the ballot measure in Chelan and Douglas Counties that would increase the sales and use tax by two-tenths of one percent for the purpose of providing funds to LINK TRANSIT for improved fixed route bus service, expanding public transit service to new areas, and investing in infrastructure and technology to speed up transit travel.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof, this ____ day of July, 2019.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Resolution in Support of RiverCom 911 Sales and Use Tax Ballot Measure

DATE: July 11, 2019

Background:

RiverCom 911 has put forth a ballot measure in Chelan and Douglas counties that renews the existing sales and use tax of 1/10th of one percent that RiverCom has received since 2010 for E911 emergency communications systems and facilities.

RiverCom 911 has requested a resolution from the Wenatchee City Council supporting the ballot measure, and representatives will be on hand to discuss.

Action Requested:

Motion for City Council to adopt Resolution No. 2019-24, in support of the ballot measure in Chelan and Douglas Counties that renews a sales and use tax for E911 emergency communication systems and facilities utilized by RiverCom 911.

RESOLUTION NO. 2019-24

A RESOLUTION, of the City Council of the City of Wenatchee in support of the ballot measure in Chelan and Douglas Counties that renews a sales and use tax for E911 emergency communication systems and facilities utilized by RiverCom 911.

WHEREAS, RiverCom 911 is a regional multi-jurisdictional Public Safety Answering Point (PSAP) and emergency public safety communications service, formed under the authority of an interlocal cooperative agreement pursuant to Chapter 39.34 RCW; and

WHEREAS, Chelan and Douglas Counties have passed resolutions to put forth propositions on their respective August 6 primary election ballots asking voters if they will approve a renewal of the one-tenth of one percent (10 cents per \$100.00) sales and use tax that RiverCom 911 has received since 2010 for E911 emergency communication systems and facilities. This is not a new tax or tax increase; the proposition is to renew existing funding; and

WHEREAS, a passing vote must be recorded in both Chelan County and Douglas County in order for the tax to be renewed in either county; and

WHEREAS, the current tax will sunset on December 31, 2019; and

WHEREAS, this matter came before an open public meeting of the City Council of Wenatchee, the published agenda for the meeting included the title and the number of the ballot proposition, and members of the City Council and members of the public were afforded an approximately equal opportunity for the expression of an opposing view consistent with RCW 42.17A.550 (1).

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

SECTION I

The City Council of the City of Wenatchee supports the ballot measure in Chelan and Douglas Counties that would renew a sales and use tax of one-tenth of one percent for the purpose of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, re-equipping, and improvement of regional E911 emergency communication systems and facilities.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular meeting thereof, this ____ day of June, 2019.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney



MEMO

Parks, Recreation and Cultural Services Department

To: Mayor Kuntz and City Council Members
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Date: June 21, 2019
Re: Arts, Recreation and Parks Commission appointment

ACTION REQUESTED

Move approval of Resolution 2019-28 appointing Lili Luna Cruz to position nine of the Wenatchee Arts Recreation and Parks Commission with a term expiring June 30, 2020.

BACKGROUND – PARKS AND RECREATION ADVISORY BOARD

The Arts, Recreation and Parks Commission is a nine-member citizen volunteer commission that serves in an advisory capacity to the Wenatchee City Council. The primary functions of the Commission are to:

- Review and make recommendations concerning recreation program offerings of the City.
- Oversee the City's art collection and comprehensive arts program.
- Provide recommendations regarding the acquisition, development and maintenance of park areas.
- Serve as the City Forestry Board and oversee the Urban Forestry Program.
- Review and make recommendations regarding the implementation of the City Parks, Recreation and Open Space Plan.
- Provide advice and make recommendations concerning the Wenatchee Community Center.
- Review art, recreation and park related proposals.
- Complete regular reviews of fees and charges for services.

At the end of June, Sophia Dillon completed her second term on the Commission that has created a vacancy for a student member. The term of position 9 begins in September and expires at the end of June to match the academic calendar. Recruitment efforts for Sophia's replacement have been underway since February.

Lili Luna Cruz has applied for appointment to the Commission. She has been involved in Wenatchee High School Theater, the Apple Leaf and is an Honor Society member.

A copy of her application is attached.

Staff is recommending her appointment to the Commission.



City of Wenatchee
Volunteer Commission and Board Application

COMMISSION/BOARD INFORMATION

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

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

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

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

Last Name: Luna Cruz First Name: Liliana Initial: _____

Physical Address: 79 Depot St City: Wenatchee Zip: 98801

Mailing Address: 79 Depot St City: Wenatchee Zip: 98801

Day Phone: (509) 470-4856 Evening Phone: (509) 470-4856

E-mail: lilicruz.al@gmail.com Years lived in Wenatchee Valley: 15

Occupation: Student Years of Experience: _____

Work Address: 1101 Millerdale Ave City: Wenatchee Zip: 98801

Education and Formal Training: Wenatchee High School

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

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

Volunteer/Community Experience:

Organization and Duties: The Apple Leaf Length of Service: 1yr.

Organization and Duties: WHS Theater productions Length of Service: 2yr.

Organization and Duties: Honor Society Length of Service: 1yr.

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: _____

Experience related to the Commission/Board: I have only heard of the decisions and actions taken by the Board, but I have no further experience.

Why are you seeking this appointment? I have decided to apply because I would like to become more involved and aware of what is happening in my community.

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

If yes, please explain: _____

REFERENCES


Name: Danielle Schafer-Cloke
Address: 520 S. Western Ave. City: Wenatchee Zip: 98801
Phone: (509) 670-8218 Email: Schafer-Cloke-d@wenatcheeschools.org
Occupation: Teacher Years known: 2

Name: Tammy Giacomazzi
Address: 4955 Keystone Place City: Entiat Zip: 98822
Phone: (509) 860-1659 Email: giacomazzi.tamara@wenatcheeschools.org
Occupation: Teacher Years known: 1

Name: _____
Address: _____ City: _____ Zip: _____
Phone: _____ Email: _____
Occupation: _____ Years known: _____

AFFIDAVIT OF APPLICANT

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


(Signature)
Date: 06/19/19




City of Wenatchee Volunteer Board, Commission and Committee Responsibilities

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

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

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

Signed:  Date: 06/19/19

RESOLUTION NO. 2019-28

A RESOLUTION, appointing a member to the Wenatchee Arts, Recreation and Parks Commission.

WHEREAS, the Arts, Recreation and Parks Commission has a position dedicated specifically to allow a student member to serve; and

WHEREAS, a vacancy currently exists on the Commission for a student member; and

WHEREAS, Liliana Luna Cruz has submitted an application for the vacancy on the Commission and completed an interview with the Department Director; and

WHEREAS, Liliana Luna Cruz has a strong leadership background as an Honor Society member, working on Wenatchee High School Theater productions and the Apple Leaf.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following appointment to the Wenatchee Arts, Recreation and Parks Commission Position Nine with a term ending on June 30, 2020:

NAME & ADDRESS
Liliana Luna Cruz
79 Depot Street
Wenatchee, WA 98801

TERM EXPIRES
June 30, 2020

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

CITY OF WENATCHEE,
a Municipal Corporation

By: _____
FRANK KUTNZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Contract for Legal Services for Indigent Criminal Defendants

DATE: July 1, 2019

Background: The City's contract for the provision of legal services for indigent criminal defendants ends at the end of this year. Earlier this year, the contractor, Kottkamp and Yedinak, contacted the city to determine if the city would be extending the contract because in order to service the contract, they desired to add additional staff. In the mechanics of the contract, there is the ability to provide the coverage of the caseload in house or through overflow contracts. In the management of the contract, the contractor prefers to manage the overflow contracts with the provision of more attorneys. Staff brought forward the financial proposal to the City Council Finance Committee on March 14th this year and given the excellent service provided and consistency needed in the provision of this service, they recommended moving forward with a new contract.

Contract details:

- 1) Firm name has changed to Kottkamp, Yedinak and Esworthy, PLLC
- 2) Term is for three years with the option for a three year extension
- 3) The compensation is \$575,000 annually with a 2.5% escalator. The prior three year contract did not have an escalator.
- 4) All other terms remain materially consistent with the past contract.

Finance Committee review: City Council Finance Committee reviewed the financial terms of the contract at their March 14th meeting. They had recommended a two year contract with a two year option, however the contractor asked for three plus three to give them the assurance of being able to make commitments to staff and office arrangements for accommodating the contract. Staff is recommending approval.

Action Requested: City Council motion to authorize the Mayor to sign the Contract for Legal Services for Indigent Criminal Defendants with Kottkamp, Yedinak and Esworthy, PLLC.

**CONTRACT FOR LEGAL SERVICES FOR
INDIGENT CRIMINAL DEFENDANTS**

**CONTRACT FOR LEGAL SERVICES FOR INDIGENT CRIMINAL
DEFENDANTS** (“Contract”), effective the 1st day of January, 2020, between the City of
Wenatchee, a municipal corporation (“City”), and Kottkamp, ~~&~~ Yedinak ~~&~~ ~~Esworthy~~
Esworthy, PLLC (“Attorney”).

WHEREAS, the Washington State Legislature has mandated that all cities adopt
standards for delivery of public defense services, and

WHEREAS, the City, by Resolution No. 2001-04, adopted public defense service
standards that reflect the needs of the City, and

WHEREAS, the Washington State Supreme Court has adopted Standards for Indigent
Defense, where the Court states that cities responsible for employing, contracting with, or
appointing public defense attorneys should adopt and publish written policies and procedures to
implement a numerical case weighting system to count cases; and

WHEREAS, the City, by Resolution 2012-71, adopted a numerical case weighting
system to count cases and Resolution 2012-71 has been filed with the Washington State Office
of Public Defense; and

WHEREAS, the Attorney represents that they have the training, experience and ability to
meet the requirements of the public defense standards adopted by the City and the Washington
State Supreme Court, and will comply with the numerical case weighting system to count cases
implemented by the City, and

WHEREAS, the City’s current contract for public defense services terminates on December 31, 2019, and it is the desire of the parties to enter into this Contract.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals.

The Recitals set forth above are hereby incorporated into this Contract and are made binding commitments and representations of the Parties by this reference.

2. Standards.

The public defense standards adopted by the City pursuant to Resolution No. 2001-04 be are incorporated herein by reference and attached hereto as Exhibit “A” and the Standards for Indigent Defense (“SID”) adopted by the Washington State Supreme Court as set forth in the Court Rules for Courts of Limited Jurisdiction are incorporated herein by reference and shall be a part of this Contract establishing the standards, duties and obligations of Attorney in addition to all other provisions of this Contract.

3. Term.

Unless otherwise terminated or extended, this Contract shall be in effect for the period commencing on January 1, 2020, and expiring on December 31, 2022.

Attorney may extend the term of this Contract once for a period of three (3) years, commencing January 1, 2023 and ending December 31, 2025, by giving City notice of intention so to do at least six (6) months prior to expiration of the original term hereof, provided Attorney is not in default hereunder at the time of giving such notice. Such extended term shall be upon all the provisions applicable to the original term of this Contract, other than the provisions of this Section 3 relating to extension.

4. Indigent Defense Services.

a. Services Provided After Appointment.

Attorney shall provide legal representation in all criminal matters for which the Chelan County District Court (“District Court”), on behalf of the City, makes an appointment for an attorney on the basis of the person’s indigence.

After determination of the indigence and after appointment of Attorney by the District Court, the services to be furnished by the Attorney shall include legal representation at all stages of the criminal proceedings, and continue up to and through the giving of the Notice of Appeal of a District Court’s ruling or judgment, provided that Attorney’s representation shall cease upon any of the following:

(i) A notice of appearance or substitution of Attorney by any other legal counsel as approved by an appropriate court, or

(ii) Entry of an order of indigency in an appropriate appellate court, or

(iii) Defendant’s express intent to proceed pro se and an appropriate court’s termination of representation of Attorney, ~~or~~

(iv) Any order from an appropriate court allowing withdrawal of Attorney or

~~(v) The filing of a Notice of Appeal.~~

b. Services Provided Before Appointment.

Before determination of the indigence of a person and prior to appointment of Attorney by the District Court, the services to be furnished by the Attorney shall include:

(i) Attending the “~~arraignment calendar~~[Preliminary Appearance calendar](#)” for District Court for up to one hour per court day and communicating with each defendant charged with a violation of the Wenatchee City Code regarding basic information, to include but not limited to, informing each defendant of the crime or crimes charged, the elements of the crime or crimes, the maximum penalty, the mandatory minimum penalty, if any, and the right to be appointed an attorney. Attorney shall not be required to make a formal appearance as defined in CrRLJ 4.1(g) at the ~~arraignment~~[Preliminary Appearance](#) calendar.

(ii) Providing legal advice, pursuant to CrRLJ 3.1(c)(2), upon request of a person arrested and in custody, but not yet arraigned, for the crimes of Driving Under the Influence (RCW 46.61.502), Physical Control of a Motor Vehicle (RCW 46.61.503), or Minor Operating a Motor Vehicle After Consuming Alcohol (RCW 46.61.504); provided that the crime occurred within the City limits.

5. Indigence.

The District Court will make inquiry into the defendant’s ability to pay for an attorney and shall appoint Attorney only if the person meets the test of indigence. Attorney shall bring to the attention of District Court any significant improvement in the financial condition of an indigent person that Attorney has been appointed to represent as long as such disclosure is not a violation of the Rules of Professional Conduct.

6. Notification of Appointment.

District Court will promptly notify Attorney when it has been appointed to provide legal representation as provided in this Contract. Attorney shall assign cases through procedures established by Attorney to ensure compliance with case load limits, Resolution 2001-04 and SID.

7. Case Load.

a. Case Load Limit.

Unless otherwise provided for in this Contract, Attorney shall only be assigned the following maximum number of cases per quarter: 400 cases. Attorney shall subcontract with at least three (3) lawyers or law firms independent from Attorney's firm to handle this caseload. Attorney and its subcontractors shall comply with SID. For purposes of this provision the quarters shall be:

First Quarter: January 1 to March 31;

Second Quarter: April 1 to June 30;

Third Quarter: July 1 to September 30; and

Fourth Quarter: October 1 to December 31.

b. Calculating Case Load.

When calculating the case load limit stated in Section 7(a), Attorney and its' subcontractors shall comply with Resolution 2012-71, which adopts a numerical case weighting system to count cases. Resolution No. 2012-71 is hereby incorporated herein by this reference and attached hereto as Exhibit "B" and shall be a part of this Contract in addition to all other provisions of this Contract.

c. Exceeding the Case Load Limit.

The quarterly case load limits set forth in Section 7(a) and the Compensation set forth in Section 8(a) is based upon Attorney providing sufficient attorneys in-house or by subcontract.

If Attorney and its subcontracted attorneys have reached the maximum case load limit for any quarter and are unable to accept additional appointed cases as stated herein, then Attorney shall forward all additional appointed cases for such quarter to an overflow attorney as

appointed by the City. Attorney shall provide City reasonable advance written notice (a minimum of 15 days preferred) if it appears it may exceed maximum case load limits for any quarter.

d. Reporting of the Case Load.

Attorney shall supply monthly reports to the City detailing the number of cases that have been assigned to it and any subcontractors. The number of cases shall be counted pursuant to the case weighting system adopted in Resolution 2012-71. The monthly report shall, at a minimum, state the defendant's name, the criminal charge(s), the cause number, whether the case was assigned to a subcontracted attorney, the final disposition, if any at the time of the report (i.e. guilty plea, acquittal, dismissal, stipulated order of continuance, bench trial, jury trial, warrant, etc.), whether an appeal has been filed and the numeric value assigned to the case pursuant to Resolution 2012-71 (i.e. 1 full case, .5 of a full case, .33 of a full case, etc.). The monthly report provided by Attorney shall also include which cases, if any, have been referred to the overflow attorney or a conflict attorney, and the name of the conflict attorney that has been assigned to each conflict case. The monthly report required herein shall be provided to the City on or before the 15th day of the immediately following month.

Attorney and its' subcontractors shall provide City with a copy of the Certification of Appointed Counsel of Compliance with Standards Required by CrRLJ 3.1 upon filing with the District Court.

8. Compensation.

City shall pay compensation for Attorney's services as follows:

a. Base Compensation.

Total annual compensation for the initial year, i.e. 2020, of this Contract shall be \$575,000.00. Compensation shall be paid in equal monthly installments of \$47,916.67.

Each installment shall be paid by the City to Attorney on or before the last business day of each month. Attorney shall be responsible for all fees incurred by its subcontracted attorneys, except as provided for in Section 8 (c).

b. Annual increase. The annual compensation paid pursuant to this Contract shall be increased by two and one-half percent (2.5%) on January 1, 2021, and on the first day of each year thereafter during the term hereof, including extensions. Compensation shall continue to be paid in equal monthly installments for each year.

b. Other Fees and Costs.

(i) The City shall be responsible for all interpreter costs, costs of copying audio and video tapes, and for the actual costs of obtaining copies of any medical reports, other than expert witness reports or related costs that are incurred in connection with obtaining expert witness reports.

(ii) All fees and costs related to expert witnesses, including expert witness consultations, testimony, reports or related costs, shall be compensated at a rate approved by the District Court upon motion by the Attorney or its' subcontractors for the appointment or use of such expert witness.

(iii) The City shall be responsible for any investigator fees or costs; provided that the fees and costs related to the use of any investigators shall not exceed, without prior District Court approval, ~~\$57,500~~\$57,500.00 per calendar year of this Contract.

9. Administrative Staffing and Equipment.

Attorney hereby acknowledges that the compensation for this Contract includes compensation for administrative staff, travel, telephones, electronic legal research, financial accounting, case management systems, computers and software, office space and supplies, training, meeting the reporting requirements imposed by this Contract, and other costs necessarily incurred in the day-to-day management of this Contract.

10. Conflicts.

The City shall be responsible for any fees and costs associated with conflict cases beyond Attorney and its' subcontractors. Attorney shall use their best efforts to use conflict attorneys that have executed written agreements with the City, which currently are:

- a. Dunkin Hagopian, PC; and
- b. Kyle D. Flick.

11. Billing Reports.

Attorney shall provide each month a detailed billing report under the following main categories:

- a. Meeting with clients;
- b. Case preparation;
- c. In-court time (non-trial); and
- d. In-court time (trial).

Each main category of time shall identify:

- a. The date the service was performed;
- ~~b. A brief description of the service performed;~~
- ~~e.b.~~ The attorney who performed the service; and

c. The total hours spent performing the specific service for all clients on any given day.

~~d. The time (in 1/10 of hours) devoted to performing the service.~~

12. Assignment/Subcontracting.

Attorney shall not assign or subcontract this Contract without the prior written permission of the City. Notwithstanding this Section, Attorney shall be entitled to subcontract with other lawyers or law firms to provide the services provided that such lawyers or law firms are in good standing with the Washington State Bar Association, are competent to provide indigent criminal legal services, and agree to be bound by the obligations of Attorney as stated in this Contract. Andrew Melton, Titus & Gower, PLLC, Holly Pederson and Nicole Hankins are pre-approved herein as subcontractors.

13. Change of Court Procedures or Court Rules.

All parties agree and understand that in the event District Court procedures or court rules materially change at any time during the term of this Contract and Attorney is required to perform services beyond what is contemplated as of the signing of this Contract, Attorney may request an increase in compensation that shall be negotiated by the parties at the time of the increase in the workload of Attorney.

14. Insurance.

Attorney shall maintain professional liability insurance at all times in an amount not less than \$500,000 per occurrence. Attorney shall provide proof of such insurance to the City upon request by the City. Attorney shall require its subcontractors to maintain at least the same level of professional liability insurance.

15. Review and Renewal.

The parties shall meet not less than one hundred eighty (180) days prior to the end of this Contract to review the services being provided under this Contract, the type of cases being appointed, the amount of cases being appointed, the work load of Attorney, and modification or renewal of this Contract.

16. Termination.

Attorney may terminate this Contract, without cause, by providing City six (6) months written notice of its intent to terminate. Service of such notice shall be made by personal service or by certified mail, return receipt requested, and postage prepaid.

In the event Attorney or its subcontractors shall breach the provisions of this Contract, City shall provide written notice to Attorney of its intent to terminate this Contract, either by personal service or by certified mail, return receipt requested, and postage prepaid, to the address provided in Section 21, specifically describing the nature of the alleged breach. Attorney shall have 30 days from receipt of the notice to correct and/or cure the situation to the reasonable satisfaction of the City. If Attorney does not correct or cure the situation to the satisfaction of City, the City may, at its option, immediately terminate the Contract.

17. Obligations Upon Termination.

Upon termination of this Contract, it is agreed that if the City hires other legal representatives to provide legal services to indigent persons, then, subject to District Court approval, the newly retained legal representatives shall substitute as attorneys of record for the indigent persons at which time Attorney shall withdraw and shall turn over all then-existing open files to the new legal representatives, whereupon Attorney's obligations under this Contract shall

terminate. In the event that the City does not retain new legal representatives, Attorney shall be compensated at the rate of \$125.00 per hour for any indigent criminal files in which they continue to provide legal representation.

18. Identification.

Attorney shall be able and is authorized to identify itself as “Public Defender for the City of Wenatchee.” Attorney shall not include in any advertisement for legal services any cases or statistic specifically referencing any appointed case serviced under this Contract.

19. Conduct of Attorney.

Attorney, its agents, employees and subcontractors shall conduct themselves, during the term of this Contract, with due regard to public conventions and morals, and shall not knowingly engage in conduct that degrades or brings the City into public contempt, disrepute, scorn or ridicule, or engage in behavior that would shock, offend or insult the community, and they shall not willfully do any act that would lessen their ability to fully comply with this Contract. Any lawyer providing legal services hereunder shall not, during the term of this Contract, commit any offense that is a felony under any federal, state or local law. Commission of a felony is deemed a violation of this Contract. Commission of a misdemeanor or gross misdemeanor shall not automatically be deemed a violation of this Contract, but may be deemed a violation if the offense or conduct constituting the offense otherwise violates the provisions of this Section.

In the event Attorney or its subcontractors shall breach the provisions of this Section, City shall provide written notice to Attorney of its intent to terminate this Contract, either by

personal service or by certified mail, return receipt requested, and postage prepaid, to the address provided in Section 21, specifically naming the individual and the behavior alleged to have violated the provisions of this Section. Attorney shall have 30 days from receipt of the notice to correct and/or cure the situation to the satisfaction of the City. Removal of an individual alleged to have violated this Section from the employ of Attorney or its' subcontractor shall be sufficient to cure any alleged breach. If the law firm employing the offending individual does not correct or cure the situation to the satisfaction of City, the City may, at its option, immediately terminate the Contract.

20. Modifications or Amendments.

This Contract represents the entire agreement between the parties and may not be modified or amended except by a writing signed by the parties. All prior negotiations, representations, understandings or course of dealing are merged into the terms of this Contract.

21. Notices.

Any notices required under this Contract shall be made to the following address:

For Attorney: Kottkamp, Yedinak & Esworthy, PLLC
435 Orondo Ave.
P.O. Box 1667
Wenatchee, WA 98807-1667

For the City: City Clerk
301 Yakima Street
Wenatchee, WA 98801

Notwithstanding the above, any invoice by Attorney to the City made pursuant to this Contract shall be made to:

City Finance Department
301 Yakima Street
Wenatchee, WA 98801.

Dated: _____

Dated: _____

ATTORNEY:

CITY OF WENATCHEE:

~~YEDINAK & KOTTKAMP~~ KOTTKAMP, YEDINAK & ESORTHY, PLLC

By _____
ANDREW L. KOTTKAMP, Manager

By _____
FRANK KUNTZ, Mayor

**CONTRACT FOR LEGAL SERVICES FOR
INDIGENT CRIMINAL DEFENDANTS**

CONTRACT FOR LEGAL SERVICES FOR INDIGENT CRIMINAL DEFENDANTS (“Contract”), effective the 1st day of January, 2020, between the City of Wenatchee, a municipal corporation (“City”), and Kottkamp, Yedinak & Esworthy, PLLC (“Attorney”).

WHEREAS, the Washington State Legislature has mandated that all cities adopt standards for delivery of public defense services, and

WHEREAS, the City, by Resolution No. 2001-04, adopted public defense service standards that reflect the needs of the City, and

WHEREAS, the Washington State Supreme Court has adopted Standards for Indigent Defense, where the Court states that cities responsible for employing, contracting with, or appointing public defense attorneys should adopt and publish written policies and procedures to implement a numerical case weighting system to count cases; and

WHEREAS, the City, by Resolution 2012-71, adopted a numerical case weighting system to count cases and Resolution 2012-71 has been filed with the Washington State Office of Public Defense; and

WHEREAS, the Attorney represents that they have the training, experience and ability to meet the requirements of the public defense standards adopted by the City and the Washington State Supreme Court, and will comply with the numerical case weighting system to count cases implemented by the City, and

WHEREAS, the City’s current contract for public defense services terminates on December 31, 2019, and it is the desire of the parties to enter into this Contract.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals.

The Recitals set forth above are hereby incorporated into this Contract and are made binding commitments and representations of the Parties by this reference.

2. Standards.

The public defense standards adopted by the City pursuant to Resolution No. 2001-04 be are incorporated herein by reference and attached hereto as Exhibit “A” and the Standards for Indigent Defense (“SID”) adopted by the Washington State Supreme Court as set forth in the Court Rules for Courts of Limited Jurisdiction are incorporated herein by reference and shall be a part of this Contract establishing the standards, duties and obligations of Attorney in addition to all other provisions of this Contract.

3. Term.

Unless otherwise terminated or extended, this Contract shall be in effect for the period commencing on January 1, 2020, and expiring on December 31, 2022.

Attorney may extend the term of this Contract once for a period of three (3) years, commencing January 1, 2023 and ending December 31, 2025, by giving City notice of intention so to do at least six (6) months prior to expiration of the original term hereof, provided Attorney is not in default hereunder at the time of giving such notice. Such extended term shall be upon all the provisions applicable to the original term of this Contract, other than the provisions of this Section 3 relating to extension.

4. Indigent Defense Services.

a. Services Provided After Appointment.

Attorney shall provide legal representation in all criminal matters for which the Chelan County District Court (“District Court”), on behalf of the City, makes an appointment for an attorney on the basis of the person’s indigence.

After determination of the indigence and after appointment of Attorney by the District Court, the services to be furnished by the Attorney shall include legal representation at all stages of the criminal proceedings, and continue up to and through the giving of the Notice of Appeal of a District Court’s ruling or judgment, provided that Attorney’s representation shall cease upon any of the following:

- (i) A notice of appearance or substitution of Attorney by any other legal counsel as approved by an appropriate court, or
- (ii) Entry of an order of indigency in an appropriate appellate court, or
- (iii) Defendant’s express intent to proceed pro se and an appropriate court’s termination of representation of Attorney,
- (iv) Any order from an appropriate court allowing withdrawal of Attorney, or
- (v) The filing of a Notice of Appeal.

b. Services Provided Before Appointment.

Before determination of the indigence of a person and prior to appointment of Attorney by the District Court, the services to be furnished by the Attorney shall include:

(i) Attending the “Preliminary Appearance calendar” for District Court for up to one hour per court day and communicating with each defendant charged with a violation of the Wenatchee City Code regarding basic information, to include but not limited to, informing each defendant of the crime or crimes charged, the elements of the crime or crimes, the maximum penalty, the mandatory minimum penalty, if any, and the right to be appointed an attorney. Attorney shall not be required to make a formal appearance as defined in CrRLJ 4.1(g) at the Preliminary Appearance calendar.

(ii) Providing legal advice, pursuant to CrRLJ 3.1(c)(2), upon request of a person arrested and in custody, but not yet arraigned, for the crimes of Driving Under the Influence (RCW 46.61.502), Physical Control of a Motor Vehicle (RCW 46.61.503), or Minor Operating a Motor Vehicle After Consuming Alcohol (RCW 46.61.504); provided that the crime occurred within the City limits.

5. Indigence.

The District Court will make inquiry into the defendant’s ability to pay for an attorney and shall appoint Attorney only if the person meets the test of indigence. Attorney shall bring to the attention of District Court any significant improvement in the financial condition of an indigent person that Attorney has been appointed to represent as long as such disclosure is not a violation of the Rules of Professional Conduct.

6. Notification of Appointment.

District Court will promptly notify Attorney when it has been appointed to provide legal representation as provided in this Contract. Attorney shall assign cases through procedures established by Attorney to ensure compliance with case load limits, Resolution 2001-04 and SID.

7. Case Load.

a. Case Load Limit.

Unless otherwise provided for in this Contract, Attorney shall only be assigned the following maximum number of cases per quarter: 400 cases. Attorney shall subcontract with at least three (3) lawyers or law firms independent from Attorney's firm to handle this caseload. Attorney and its subcontractors shall comply with SID. For purposes of this provision the quarters shall be:

First Quarter: January 1 to March 31;

Second Quarter: April 1 to June 30;

Third Quarter: July 1 to September 30; and

Fourth Quarter: October 1 to December 31.

b. Calculating Case Load.

When calculating the case load limit stated in Section 7(a), Attorney and its' subcontractors shall comply with Resolution 2012-71, which adopts a numerical case weighting system to count cases. Resolution No. 2012-71 is hereby incorporated herein by this reference and attached hereto as Exhibit "B" and shall be a part of this Contract in addition to all other provisions of this Contract.

c. Exceeding the Case Load Limit.

The quarterly case load limits set forth in Section 7(a) and the Compensation set forth in Section 8(a) is based upon Attorney providing sufficient attorneys in-house or by subcontract.

If Attorney and its subcontracted attorneys have reached the maximum case load limit for any quarter and are unable to accept additional appointed cases as stated herein, then Attorney shall forward all additional appointed cases for such quarter to an overflow attorney as

appointed by the City. Attorney shall provide City reasonable advance written notice (a minimum of 15 days preferred) if it appears it may exceed maximum case load limits for any quarter.

d. Reporting of the Case Load.

Attorney shall supply monthly reports to the City detailing the number of cases that have been assigned to it and any subcontractors. The number of cases shall be counted pursuant to the case weighting system adopted in Resolution 2012-71. The monthly report shall, at a minimum, state the defendant's name, the criminal charge(s), the cause number, whether the case was assigned to a subcontracted attorney, the final disposition, if any at the time of the report (i.e. guilty plea, acquittal, dismissal, stipulated order of continuance, bench trial, jury trial, warrant, etc.), whether an appeal has been filed and the numeric value assigned to the case pursuant to Resolution 2012-71 (i.e. 1 full case, .5 of a full case, .33 of a full case, etc.). The monthly report provided by Attorney shall also include which cases, if any, have been referred to the overflow attorney or a conflict attorney, and the name of the conflict attorney that has been assigned to each conflict case. The monthly report required herein shall be provided to the City on or before the 15th day of the immediately following month.

Attorney and its' subcontractors shall provide City with a copy of the Certification of Appointed Counsel of Compliance with Standards Required by CrRLJ 3.1 upon filing with the District Court.

8. Compensation.

City shall pay compensation for Attorney's services as follows:

a. Base Compensation.

Total annual compensation for the initial year, i.e. 2020, of this Contract shall be \$575,000.00. Compensation shall be paid in equal monthly installments of \$47,916.67.

Each installment shall be paid by the City to Attorney on or before the last business day of each month. Attorney shall be responsible for all fees incurred by its subcontracted attorneys, except as provided for in Section 8 (c).

b. Annual increase. The annual compensation paid pursuant to this Contract shall be increased by two and one-half percent (2.5%) on January 1, 2021, and on the first day of each year thereafter during the term hereof, including extensions. Compensation shall continue to be paid in equal monthly installments for each year.

b. Other Fees and Costs.

(i) The City shall be responsible for all interpreter costs, costs of copying audio and video tapes, and for the actual costs of obtaining copies of any medical reports, other than expert witness reports or related costs that are incurred in connection with obtaining expert witness reports.

(ii) All fees and costs related to expert witnesses, including expert witness consultations, testimony, reports or related costs, shall be compensated at a rate approved by the District Court upon motion by the Attorney or its' subcontractors for the appointment or use of such expert witness.

(iii) The City shall be responsible for any investigator fees or costs; provided that the fees and costs related to the use of any investigators shall not exceed, without prior District Court approval, \$7,500.00 per calendar year of this Contract.

9. Administrative Staffing and Equipment.

Attorney hereby acknowledges that the compensation for this Contract includes compensation for administrative staff, travel, telephones, electronic legal research, financial accounting, case management systems, computers and software, office space and supplies,

training, meeting the reporting requirements imposed by this Contract, and other costs necessarily incurred in the day-to-day management of this Contract.

10. Conflicts.

The City shall be responsible for any fees and costs associated with conflict cases beyond Attorney and its' subcontractors. Attorney shall use their best efforts to use conflict attorneys that have executed written agreements with the City, which currently are:

- a. Dunkin Hagopian, PC; and
- b. Kyle D. Flick.

11. Billing Reports.

Attorney shall provide each month a detailed billing report under the following main categories:

- a. Meeting with clients;
- b. Case preparation;
- c. In-court time (non-trial); and
- d. In-court time (trial).

Each main category of time shall identify:

- a. The date the service was performed;
- b. The attorney who performed the service; and
- c. The total hours spent performing the specific service for all clients on any

given day.

12. Assignment/Subcontracting.

Attorney shall not assign or subcontract this Contract without the prior written permission of the City. Notwithstanding this Section, Attorney shall be entitled to subcontract with other lawyers or law firms to provide the services provided that such lawyers or law firms are in good standing with the Washington State Bar Association, are competent to provide indigent criminal legal services, and agree to be bound by the obligations of Attorney as stated in this Contract. Andrew Melton, Titus & Gower, PLLC, Holly Pederson and Nicole Hankins are pre-approved herein as subcontractors.

13. Change of Court Procedures or Court Rules.

All parties agree and understand that in the event District Court procedures or court rules materially change at any time during the term of this Contract and Attorney is required to perform services beyond what is contemplated as of the signing of this Contract, Attorney may request an increase in compensation that shall be negotiated by the parties at the time of the increase in the workload of Attorney.

14. Insurance.

Attorney shall maintain professional liability insurance at all times in an amount not less than \$500,000 per occurrence. Attorney shall provide proof of such insurance to the City upon request by the City. Attorney shall require its subcontractors to maintain at least the same level of professional liability insurance.

15. Review and Renewal.

The parties shall meet not less than one hundred eighty (180) days prior to the end of this Contract to review the services being provided under this Contract, the type of cases being appointed, the amount of cases being appointed, the work load of Attorney, and modification or renewal of this Contract.

16. Termination.

Attorney may terminate this Contract, without cause, by providing City six (6) months written notice of its intent to terminate. Service of such notice shall be made by personal service or by certified mail, return receipt requested, and postage prepaid.

In the event Attorney or its subcontractors shall breach the provisions of this Contract, City shall provide written notice to Attorney of its intent to terminate this Contract, either by personal service or by certified mail, return receipt requested, and postage prepaid, to the address provided in Section 21, specifically describing the nature of the alleged breach. Attorney shall have 30 days from receipt of the notice to correct and/or cure the situation to the reasonable satisfaction of the City. If Attorney does not correct or cure the situation to the satisfaction of City, the City may, at its option, immediately terminate the Contract.

17. Obligations Upon Termination.

Upon termination of this Contract, it is agreed that if the City hires other legal representatives to provide legal services to indigent persons, then, subject to District Court approval, the newly retained legal representatives shall substitute as attorneys of record for the indigent persons at which time Attorney shall withdraw and shall turn over all then-existing open files to the new legal representatives, whereupon Attorney's obligations under this Contract shall terminate. In the event that the City does not retain new legal representatives, Attorney shall be compensated at the rate of \$125.00 per hour for any indigent criminal files in which they continue to provide legal representation.

18. Identification.

Attorney shall be able and is authorized to identify itself as “Public Defender for the City of Wenatchee.” Attorney shall not include in any advertisement for legal services any cases or statistic specifically referencing any appointed case serviced under this Contract.

19. Conduct of Attorney.

Attorney, its agents, employees and subcontractors shall conduct themselves, during the term of this Contract, with due regard to public conventions and morals, and shall not knowingly engage in conduct that degrades or brings the City into public contempt, disrepute, scorn or ridicule, or engage in behavior that would shock, offend or insult the community, and they shall not willfully do any act that would lessen their ability to fully comply with this Contract. Any lawyer providing legal services hereunder shall not, during the term of this Contract, commit any offense that is a felony under any federal, state or local law. Commission of a felony is deemed a violation of this Contract. Commission of a misdemeanor or gross misdemeanor shall not automatically be deemed a violation of this Contract, but may be deemed a violation if the offense or conduct constituting the offense otherwise violates the provisions of this Section.

In the event Attorney or its subcontractors shall breach the provisions of this Section, City shall provide written notice to Attorney of its intent to terminate this Contract, either by personal service or by certified mail, return receipt requested, and postage prepaid, to the address provided in Section 21, specifically naming the individual and the behavior alleged to have violated the provisions of this Section. Attorney shall have 30 days from receipt of the notice to correct and/or cure the situation to the satisfaction of the City. Removal of an individual alleged to have violated this Section from the employ of Attorney or its’ subcontractor shall be sufficient to cure any alleged

breach. If the law firm employing the offending individual does not correct or cure the situation to the satisfaction of City, the City may, at its option, immediately terminate the Contract.

20. Modifications or Amendments.

This Contract represents the entire agreement between the parties and may not be modified or amended except by a writing signed by the parties. All prior negotiations, representations, understandings or course of dealing are merged into the terms of this Contract.

21. Notices.

Any notices required under this Contract shall be made to the following address:

For Attorney: Kottkamp, Yedinak & Esworthy, PLLC
435 Orondo Ave.
P.O. Box 1667
Wenatchee, WA 98807-1667

For the City: City Clerk
301 Yakima Street
Wenatchee, WA 98801

Notwithstanding the above, any invoice by Attorney to the City made pursuant to this Contract shall be made to:

City Finance Department
301 Yakima Street
Wenatchee, WA 98801.

Dated: _____

Dated: _____

ATTORNEY:
KOTTKAMP, YEDINAK & ESWORTHY, PLLC

CITY OF WENATCHEE:

By _____
ANDREW L. KOTTKAMP, Manager

By _____
FRANK KUNTZ, Mayor

TO: Mayor Frank Kuntz
City Council Members

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

SUBJECT: Isola Annexation, Resolution 2019-31, Setting Public Hearing

DATE: July 8, 2019

MEETING DATE: July 11, 2019

I. OVERVIEW

On February 28, 2019 a ten percent (10%) Petition for Annexation was brought before the Wenatchee City Council for a property in an unincorporated area located on the northeast corner of the intersection at Terminal Avenue and Methow Street. Through analysis of assessed value and interest by property owners both adjacent to and in close proximity of the original petitioned parcel, staff recommended expanding the annexation boundary. The approving motion set the annexation boundary, adopted existing land use designation as Residential High and required the annexation area to assume existing city indebtedness.

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

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

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

II. ACTION REQUESTED

Staff is requesting the City Council approve Resolution 2019-31 to establish a date of July 25, 2019 for a public hearing. The intent of the public hearing is to provide the community an opportunity to comment on the Isola Annexation prior to the City Council notifying the Chelan County Boundary Review Board of the intent to annex and taking any final action.

III. BUDGET IMPACTS

No anticipated budget impacts

IV. ATTACHMENT(S)

1. Resolution 2019-31
2. Determination of Sufficiency of Petition for Annexation

V. MOTION

I move to approve Resolution 2019-31, setting a public hearing date of July 25, 2019 to provide an opportunity to comment on the Isola Annexation.

VI. ADMINISTRATIVE ROUTING

Tammy Stanger
Kim Schooley

RESOLUTION NO. 2019-31

A RESOLUTION, fixing time for hearing on petition for annexation of an unincorporated area that includes five parcels located on the north side of Terminal Avenue between Methow Street to the west and extending east towards Cross Street stopping approximately midblock, also known as the Isola Annexation.

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

See Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth.

and

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

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

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

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

SECTION I

That Thursday, the 25th day of July, 2019, at the hour of 5:15 o'clock p.m. of said day, or as soon thereafter as the matter may be heard, has been fixed as the date for a public hearing upon said petition at the City Council Chambers at City Hall in Wenatchee, at which time and place all interested persons may appear and voice their approval or disapproval of said petition for annexation.

SECTION II

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

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular meeting thereof, this _____ day of July, 2019.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
FRANK J. KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

EXHIBIT ____

Boundary Description of the ISOLA ANNEXATION

June 20, 2019

Parcels of land located within the northeast quarter of the southeast quarter of Section 15, Township 22 North, Range 20 East of the Willamette Meridian, Chelan County, Washington, said parcels being more particularly described as follows:

The West half of Lot 5, Block 3, Loudenback's Broadview Tracts, according to the plat thereof recorded December 14, 1933, in Volume 4 of Plats, at page 74, records of said County;

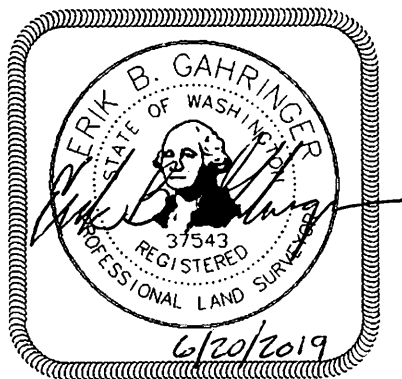
TOGETHER WITH Lot 6, Block 3, said Loudenback's Broadview Tracts;

AND TOGETHER WITH Lot 7, Block 3, said Loudenback's Broadview Tracts;

AND TOGETHER WITH the South 50 feet of Lot 8, Block 3, said Loudenback's Broadview Tracts;

EXCEPT any portion thereof previously annexed by the City of Wenatchee.

Prepared By: Erik B. Gahringer, PLS
48° North
Professional Land Surveying & Land Use Consultants
P.O. Box 4266
Wenatchee, WA 98807-4266
Phone: (509) 436-1640





Deanna C. Walter
CHELAN COUNTY ASSESSOR

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

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

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


Date petition submitted to County Assessor: 6/19/2019
Terminal Date (RCW 35.31.004): 6/26/2019
Assessment Date: 1/1/2018

The petition DOES meet the required minimum 60% of assessed value.


Total Assessed Value of proposed annexation area: \$563,164

Total Assessed Value of petition: \$563,164

Percent of Assessed Value: 100%



Deanna Walter, Assessor



Date

TO: Mayor Frank Kuntz
City Council Members

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

SUBJECT: Tramp Annexation, Resolution 2019-30, Setting Public Hearing

DATE: July 8, 2019

MEETING DATE: July 11, 2019

I. OVERVIEW

On May 23, 2019 a ten percent (10%) Petition for Annexation was brought before the Wenatchee City Council for a property located to the west of Skyline drive in Millerdale Block A without street frontage and bordered to the south and west by urban growth area boundary, to the north by current city limits and to the east by undeveloped land that front Skyline Drive. The approving motion set the annexation boundary, adopted existing land use designation as Residential Single Family and required the annexation area to assume existing city indebtedness.

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

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

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

II. ACTION REQUESTED

Staff is requesting the City Council approve Resolution 2019-30 to establish a date of July 25, 2019 for a public hearing. The intent of the public hearing is to provide the community an opportunity to comment on the Tramp Annexation prior to the City Council notifying the Chelan County Boundary Review Board of the intent to annex and taking any final action.

III. BUDGET IMPACTS

No anticipated budget impacts

IV. ATTACHMENT(S)

1. Resolution 2019-30
2. Determination of Sufficiency of Petition for Annexation

V. MOTION

I move to approve Resolution 2019-30, setting a public hearing date of July 25, 2019 to provide an opportunity to comment on the Tramp Annexation.

VI. ADMINISTRATIVE ROUTING

Tammy Stanger
Kim Schooley

RESOLUTION NO. 2019-30

A RESOLUTION, fixing time for hearing on petition for annexation of an unincorporated area located to the west of Skyline Drive in Millerdale Block A that is bordered to the south and west by urban growth area boundary, to the north by current city limits and to the east by undeveloped land that fronts Skyline Drive, also known as the Tramp Annexation.

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

See Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth.

and

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

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

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

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

SECTION I

That Thursday, the 25th day of July, 2019, at the hour of 5:15 o'clock p.m. of said day, or as soon thereafter as the matter may be heard, has been fixed as the date for a public hearing upon said petition at the City Council Chambers at City Hall in Wenatchee, at which time and place all interested persons may appear and voice their approval or disapproval of said petition for annexation.

SECTION II

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

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular meeting thereof, this _____ day of July, 2019.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
FRANK J. KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

EXHIBIT A

City of Wenatchee, Washington

TRAMP ANNEXATION BOUNDARY DESCRIPTION

June 5, 2019

A parcel of land being that portion of the southwest one-quarter of the southwest one-quarter of Section 9, in Township 22 North, Range 20 East of the Willamette Meridian, Situate the County of Chelan, State of Washington, set forth and described within that certain Judgement recorded January 20th, 2017 under Auditor's File Number 2451629, records of said county, said parcel lying West of said county's road known as Highline Drive, being more particularly described as follows:

Commencing at the southwest corner of said Section 9, being a found 3" brass cap monument in concrete;

Thence North 0°01'24" West along the West line of said Section 9 a distance of 691.91 Feet to a rebar and cap marked LS 13104 as recorded in Book 19 of Surveys, at Page 90, records of said County, said rebar and cap being THE TRUE POINT OF BEGINNING;

Thence continuing along said West line North 0°01'24" West 83.54 Feet more or less to a found rebar and cap marked "Weinert LS 16231", also being the Southwest corner of Lot 4 as depicted in Book 115 of Short Plats, at Page 89;

Thence South 88°06'19" East 98.19 Feet along the South line of said Lot 4 to a rebar and cap;

Thence South 88°06'19" East 216.36 Feet to a rebar and cap;

Thence South 88°06'19" East 209.05 Feet to a rebar and cap;

Thence South 88°06'19" East 181.21 Feet to a rebar and cap;

Thence South 88°06'43" East 325.50 Feet more or less, along the South line of Lot 1 as defined by said Short Plat, to a point on the Westerly Right-of-Way of Skyline Drive, also being 45 Feet from centerline when measured at a right angle;

Thence South 23°17'41" East 73.04 Feet along said West Right-of-Way to a rebar and cap marked "Munson LS 13104" as depicted in said Survey;

Thence North 89°03'53" West 1057.86 Feet more or less to the TRUE POINT OF BEGINNING and end of this description.

The basis of bearing is the West line of the Southwest one-quarter of said Section 9 as recorded in said Survey.

Area contained within afore described parcel being 1.80 Acres more or less.

Except that portion lying East of a line more particularly described as follows;

Commencing at the southwest corner of said Section 9, being a found 3" brass cap monument in concrete;

Thence North $0^{\circ}01'24''$ West along the West line of said Section 9 a distance of 691.91 Feet to a rebar and cap marked "MEI LS 13104" as recorded in Book 19 of Surveys, at Page 90, records of said County;

Thence South $89^{\circ}03'53''$ East 703.38 Feet along the North line of Parcel A as described in Boundary Line Adjustment 2018-020, Auditors File Number 247269, records said County, to the TRUE POINT OF BEGINNING of said line description;

Thence North $00^{\circ}53' 58''$ East 72.21 Feet more or less to a rebar and cap, being the westerly corner common to Lots 1 and 2 as described in Orndorf Short Plat Book 725 of Short Plats, at Page 600, Auditors File Number 747094, records of said County, also being the TERMINUS of said line description.



Deanna C. Walter
CHELAN COUNTY ASSESSOR

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

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

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

Date petition submitted to County Assessor: 6/17/2019
Terminal Date (RCW 35.31.004): 6/24/2019
Assessment Date: 1/1/2018

The petition DOES meet the required minimum 60% of assessed value.

Total Assessed Value of proposed annexation area: \$16,500

Total Assessed Value of petition: \$16,500

Percent of Assessed Value: 100%

Deanna Walter
Deanna Walter, Assessor

6/24/19
Date

TO: Frank Kuntz, Mayor
City Council

FROM: Elisa Webb, Facilities Manager
Steve King, Economic Development Director

SUBJECT: Forte Architects Contract Amendment No. 1 to the Professional Service Agreement
for GSA Social Security Building – Project 1809

DATE: July 5, 2019

MEETING DATE: June 11, 2019

I. OVERVIEW

The City of Wenatchee is under contract with Forte Architects and their mechanical engineering consultant, Bogard Engineers to design the HVAC and plumbing components of the old Wenatchee City Hall located at 129 S. Chelan as part of the tenant improvement and shell construction project for the lease with GSA to house the Social Security Administration (SSA) and the Office of Hearing and Operations (OHO).

Under the original scope of work the intent was to use the existing HVAC units and only new ducting where necessary was to be installed. Likewise, the plumbing in the existing bathrooms were also deemed for reuse.

Upon additional investigation and evaluation, including review of the FCA data prepared by McKinstry in 2018, it has been determined that the existing HVAC rooftop units and plumbing fixtures have reached the end of their expected useful life and should be replaced. Staff recommends that the rooftop HVAC units be replaced and new plumbing fixtures be installed.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to sign Contract Amendment No. 1 to the Professional Services Agreement for GSA Social Security Project on behalf of the City with Forte Architects for additional design services for the GSA Social Security - Project No. 1809.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

Contract Amendment No. 1 to the PSA for the GSA Social Security Building Project is for \$25,960.00. Mechanical upgrades are incorporated into the GSA Social Security Building project budgeting.

IV. PROPOSED PROJECT SCHEDULE

Mechanical improvements are anticipated to begin with the remodel in the Fall of 2019.

V. REFERENCE(S):

- Contract Amendment No. 1 to the Professional Service Agreement for GSA Social Security Building Project, dated June 13, 2019
- Forte Architects Consultant Agreement dated October 10, 2018

VI. ADMINISTRATIVE ROUTING

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



CONTRACT AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT GSA SOCIAL SECURITY BUILDING PROJECT

This Contract Amendment No. 1 dated this 13th day of June, 2019, is entered into by and between the City of Wenatchee, a municipal corporation, herein called the "City," and Forte Architects hereinafter the "Consultant":

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the Consultant on September 28, 2018 for professional architectural & engineering services on the GSA Social Security Building 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 No. 1; 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 Exhibit A.

II. COMPENSATION


- A. Compensation for completion of the additional services, if any, shall not exceed \$ 25,960.00, as described in Exhibit A.
- B. The total contract amount, including the Professional Services Agreement for \$97,376.00 and Contract Amendment No. 1 for \$25,960.00, shall not exceed \$123,336.00.
- 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 No. 1, 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 No. 1 on the dates written below:

CONSULTANT:
By: 
Print Name: Tom Bassitt
Date: 6/13/2019

CITY OF WENATCHEE:
By: _____
Frank Kuntz, Mayor
Date: _____



240 North Wenatchee Avenue
Wenatchee, WA 98801

(509) 293-5566
www.fortearchitects.com

April 17, 2019

City of Wenatchee
129 South Chelan Avenue
Wenatchee, WA 98801

Re: Fee Proposal: Architectural Services - Mechanical
Project #: 1834
Project Name: City Hall GSA Tenant Improvements

Dear Mr. Steve King, Economic and Community Development Director

In accordance with your request, we are providing this fee proposal for addition professional services in connection with your City of Wenatchee City Hall Tenant Improvement for GSA project for mechanical (HVAC) design. Initial discussion involved having the bidding contractor to preform the design of any modifications to the mechanical system. Recent discussion with Elisa has changed that to include a complete new system from the aging roof-top unit down.

We have had our mechanical engineer visit the site and provide a narrative of the new design for your review and comment as well as a fee proposal for the design work. We have attached both documents.

Fees

Based upon the above understandings Bogard proposes to be compensated for their services on an hourly not to exceed basis with monthly progress billing.

Design Phase Services	\$17,020
Bid Phase	\$1,120
Construction Phase Services	\$5,460
Subtotal	\$23,600
Forte Markup (10%)	\$2,360
Total not to exceed Contract Amendment	\$25,960

This fee is based upon our understanding of the size and complexity of the project as described in the Narrative document.

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Architectural services and include expenses incurred by us and our consultants directly related to the project specifically enumerated by Forte 2018 Hourly Rate Schedule (schedule attached). Reimbursable expenses will be billed to the Owner at 1.10 times the amounts billed to us.

Please contact me at any time to discuss the above. We will prepare an AIA Document G108 - 2017, Amendment to the Professional Agreement contract for your signature.

Sincerely,
Forte Architects, Inc

Tom Bassett AIA
Principal

Enclosures

Bogard Engineers Fee Proposal dated April 5, 2019
Mechanical Systems Narrative

**Bogard Engineers, PS
 Consulting Engineers, PS**

Fee Proposal

Project: SSA/OHO Wenatchee Remodel

Location: Wenatchee, Washington

Client: Forte Architects

Date: April 5, 2019

BOGARD ENGINEERS - FEE ESTIMATE

HOURLY RATES:

Classification	Hours	X	Rate	=	Cost
1. Principal	22	x	160.00	=	\$3,520.00
2. Senior Project Manager	0	x	150.00	=	\$0.00
3. Project Manager	115	x	130.00	=	\$14,950.00
4. Project Engineer	0	x	100.00	=	\$0.00
5. Designer	57	x	90.00	=	\$5,130.00
SUBTOTAL	194				\$23,600.00

REIMBURSABLES:

Mileage	0	x	\$0.000	=	\$0.00
Reprographics	0	x	\$0.00	=	\$0.00
Postage/Curier	0	x	\$0.00	=	\$0.00
SUBTOTAL					\$0.00

SUBCONSULTANTS:

1. N/A					\$0.00
					\$0.00
SUBTOTAL					\$0.00

Construction Document Phase: \$17,020
 Bid Support Phase: \$1,120
 Construction Support Phase: \$5,460

GRAND TOTAL - ESTIMATED FEE **\$23,600.00**

**Bogard Engineers, PS
Consulting Engineers**

Fee Proposal

Project: SSA/OHO Wenatchee Remodel

Location: Wenatchee, Washington

Client: Forte Architects

Date: 4/5/2019

BOGARD ENGINEERS - TASK/HOUR BREAKDOWN

MAJOR TASK DESCRIPTION	BOGARD ENGINEERS					TOTAL
	Principal	Senior Proj. Mgr.	Project Manager	Project Engineer	Designer	
Direct Salary Rate						
Loaded Rate						-
3.0 Contract Documents						
3.1 Project set up, file preparation, proposal	1				1	2
3.2 Initial meeting and project scope review	3					3
3.3 Energy load calculations			4			4
3.4 Preliminary cost estimate	1					1
3.5 HVAC equipment selections			8			8
3.6 Air balance calculations			8			8
3.7 Plumbing calculations			2			2
3.8 Plumbing equipment selection			4			4
3.9 HVAC floor plan layout			12		12	24
3.10 HVAC roof plan			4		8	12
3.11 Plumbing underfloor plan			4		8	12
3.12 Plumbing floor plan			6		8	14
3.13 HVAC and plumbing details			12		12	24
3.14 Specifications	10					10
3.15 Revised cost estimate	2					2
3.15 Coordination with the consultants			2			2
3.16 QC Review	2				4	6
3.17 Energy code compliance forms			1			1
3.18 Permit submittal	1				1	2
3.18 Bid submittal	1				1	2
						0
	21	0	67	0	55	143

MAJOR TASK DESCRIPTION	BOGARD ENGINEERS					TOTAL
	Principal	Senior Proj. Mgr.	Project Manager	Project Engineer	Designer	
Direct Salary Rate						
Loaded Rate						-
4.0 Bidding Services						
4.1 Attend pre-bid conference						0
4.2 Respond to contractors questions			4			4
4.3 Prepare addendum items	1		2		2	5
						0
	1	0	6	0	2	9

**Bogard Engineers, PS
 Consulting Engineers**

Fee Proposal

Project: SSA/OHO Wenatchee Remodel

Location: Wenatchee, Washington

Client: Forte Architects

Date: 4/5/2019

MAJOR TASK DESCRIPTION	BOGARD ENGINEERS					TOTAL
	Principal	Senior Proj. Mgr.	Project Manager	Project Engineer	Designer	
<i>Direct Salary Rate</i>						
<i>Loaded Rate</i>						-
5.0 Construction Administration Services						
5.1 Submittal review			8			8
5.2 Respond to Contractors HVAC RFI's			16			16
5.3 Periodic and final inspection of the HVAC installation			16			16
5.4 Review of the HVAC O and M. manuals			2			2
			0			0
	0	0	42	0	0	42

TOTAL 22 0 115 0 57

SSA/OHO Wenatchee Remodel

Mechanical Design Narrative

Mechanical Design Narrative

PROJECT DESCRIPTION

The project consists of interior modifications to the former Wenatchee City Hall office building. Interior partition walls and ceilings will be removed and new walls and ceilings will be installed as shown on the Architectural Floor Plans dated March 25, 2019. Interior partition walls around the restrooms will remain. Exterior windows will be removed and replaced with new Windows meeting the current WSEC requirements. The interior surfaces of the exterior walls will be removed and new wall insulation will be added to meet the current requirements of the WSEC. No additional square footage will be added to the building. The building is currently served by two rooftop HVAC units. The air distribution systems consist of VAV and constant volume ductwork and grilles. The buildings temperature control system consists of a DDC energy management system utilizing ALC equipment.

MECHANICAL SCOPE OF WORK

HVAC

The existing rooftop HVAC units have reached the end of their expected useful life and will be demolished and replaced with a single rooftop HVAC unit utilizing an energy-efficient air cooled heat pump for the primary heating and cooling. The new rooftop HVAC unit will be located on the existing curb to minimize modifications required to the building roof structure. All of the existing HVAC ductwork and VAV terminal units will be demolished and replaced with new high efficiency VAV terminal units and electric secondary heaters. Each of the perimeter offices will be equipped with a dedicated thermostat to control heating and cooling setpoints. The open areas of the floor plan will be divided into HVAC zones based upon exterior exposure and occupancy schedule. The new restrooms will be equipped with dedicated exhaust fans located in the ceilings.

PLUMBING

The existing restroom plumbing fixtures will be demolished and new plumbing fixtures will be selected for the restrooms and counter sinks. The existing domestic hot and cold water systems will be reused and extended and modified as required to connect to the new fixtures. The sanitary waste and vent systems from the new fixtures will be connected to the existing sanitary waste and vent system located in the ceiling area of the parking garage on the lower level of the building.

DESIGN CONDITIONS

Weather station: Wenatchee, Washington

Design Conditions (Per 2015 WSEC Chapter 3 and Appendix C)

Climate Zone: 5B Chelan Co.

Outdoor Summer: 94°F DB, 67°F WB

Outdoor Winter: 7°F

Indoor Heating, Cooling and Humidity Setpoints

Space Heating Setpoint: 70°F +/- 2°F

Space Cooling Setpoint: 74°F +/- 2°F

Space Humidity Setpoint: None

IDF Room Cooling Setpoint: 78°F

SSA/OHO Wenatchee Remodel

Mechanical Design Narrative

Ventilation Rates

Ventilation rates for the spaces to be modified in the existing building and will be calculated based upon Chapter 4 of The International Mechanical Code.

Exhaust Air Rates:

Restrooms: Minimum 2.0 CFM per square foot

DESIGN CRITERIA

2015 International Building Code, 2015 International Mechanical Code, 2015 International Fire Code, 2015 Uniform Plumbing Code, 2015 Washington state Energy Code, ASHRAE Standards - latest edition, SMACNA design standards, latest edition.

JURISDICTIONAL AUTHORITIES

City of Wenatchee and Washington State Department of Labor and Industries

BUILDING CONTROLS

New programmable electronic thermostats will be provided to control all new HVAC equipment as well as the existing restroom exhaust fan. Thermostat locations will be established based upon energy load calculations and the revised building floor plan. Each HVAC unit will be equipped with an economizer controlled by the dry bulb Outdoor air conditions. Restroom exhaust fans will be controlled by the buildings energy management system.

FIRE SPRINKLERS

No fire sprinkler work will be performed.

If you have any questions or comments regarding this narrative, please contact us.

Sincerely,

Lee W. Bogard, PE
Bogard Engineers, PS

TO: Frank Kuntz, Mayor
City Council

FROM: Elisa Webb, Facilities Manager
Steve King, Economic Development Director

SUBJECT: ARC Contract Amendment No. 1 to the Professional Service Agreement
for Wenatchee City Hall

DATE: July 5, 2019

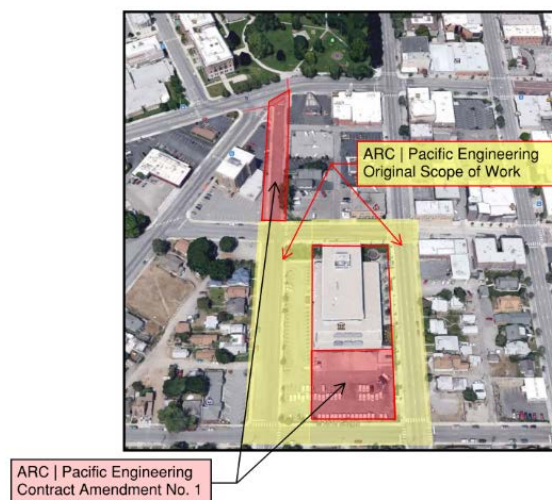
MEETING DATE: July 11, 2019

I. OVERVIEW

The City of Wenatchee is under contract with ARC Architects and their civil engineering consultant, Pacific Engineering to design the redevelopment of the Wenatchee City Hall site (outside of the existing building). The original scope of work includes work on the four streets directly surrounding Wenatchee City Hall and includes the existing parking lot, excluding the parking lot area designated as LocalTel's.

The City of Wenatchee is faced with a parking challenge and in an effort to maximize the number of parking spaces around Wenatchee City Hall there is an opportunity to increase the number of parking stalls and improve accessibility along Methow between Yakima and Orondo. This evaluation was not included in the original scope of work and would be beneficial to the overall City Hall site. Pacific Engineering, through contract with ARC Architects proposes a pre-design feasibility evaluation for the potential re-channelization of Methow between Yakima and Orondo. The objective is to prepare a conceptual design with costs.

Along with the study along Methow, it is also important to evaluate the overall site parking lot design and layout, incorporating the design of LocalTel's portion of the parking lot as we share components such as dumpster and generator locations, access/egress and each other's layout will impact the overall parking lot cohesiveness. Pacific Engineering, through contract with ARC Architects proposes to prepare a conceptual design with a single channelization alternative in order to identify optimization opportunities between the two parking areas.



II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to sign Contract Amendment No. 1 to the Professional Services Agreement for Wenatchee City Hall on behalf of the City with ARC Architects for additional design services for the Wenatchee City Hall - Project No. 1716.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

Both the PW Committee and the Finance Committee recommended proceeding with this work.

Contract Amendment No. 1 to the PSA for Wenatchee City Hall is for \$13,070.00 (Exhibits A & B). Site improvement design is incorporated into the Federal Building project budgeting.

\$3,125 of this amend will be reimbursed by the condo association given the work benefits the entire building. The remainder of the amendment for evaluation of Methow Street will be included in the project budget.

Note, that the work associated with Methow Street will likely necessitate a project budget increase or a separate street project beyond the current city hall Federal Building budget should the Council elect to proceed. This work will provide an idea of what options we have to improve parking on Methow Street which will be presented to the City Council before moving forward.

IV. PROPOSED PROJECT SCHEDULE

Site improvements are anticipated to begin with the remodel in 2020.

V. REFERENCE(S):

- Contract Amendment No. 1 to the Professional Service Agreement for Wenatchee City Hall, dated April 29, 2019
- ARC Architects Consultant Agreement dated February 19, 2019

VI. ADMINISTRATIVE ROUTING

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



CONTRACT AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WENATCHEE CITY HALL

This Contract Amendment No. 1 dated this 29th day of April, 2019, is entered into by and between the City of Wenatchee, a municipal corporation, herein called the "City," and ARC Architects, hereinafter the "Consultant":

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the Consultant on February 19, 2019 for professional architectural & engineering services on the Wenatchee City Hall 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 No. 1; 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 Exhibits A and B.

II. COMPENSATION

- A. Compensation for completion of the additional services, if any, shall not exceed \$ 13,070.00, as described in Exhibits A and B.
- B. The total contract amount, including the Professional Services Agreement for \$811,918.00 and Contract Amendment No. 1 for \$13,070.00, is \$824,988.00.
- 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 No. 1, 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 No. 1 on the dates written below:

CONSULTANT:

CITY OF WENATCHEE:

By:  _____

By: _____

Print Name: jeff wandasiewicz,
arc architects, principal

Frank Kuntz, Mayor

Date: 4/29/19

Date: _____

EXHIBIT A

04/26/19

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



RE: Wenatchee City Hall (WCH) - Amendment #1: Methow Street Study

Dear Steve:

ARC Architects is pleased to submit our fee proposal for *Amendment #1 - Methow Street Study* for the Wenatchee City Hall project, which will amend our existing Consultant's Agreement dated 2/19/2019.

The Design Team's total proposed fee for this study is **\$9,945** including reimbursable expenses, and our services will be billed on an hourly basis.

Fee Proposal Overview

This enclosed Exhibit A provides both team summarized and individual team member scopes of services and fees for ARC and our individual consultant team members for this project, and also includes 2019 hourly billing rate tables for all team members. The project design team is currently limited to ARC Architects (Architect) and Pacific Engineering (Civil Engineering).

Project Understanding

See attached scope of services from Civil Engineer (Pacific Engineering).

The duration of services is assumed to be completed prior to the end of Schematic Design for the City Hall project (6/3/2019).

Sincerely,

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

Attachments:

Exhibit A:

ARC Cover Letter, Standard Billing Rate Schedule 2019, Standard Reimbursable Expenses,
Design Team Fee Proposal, ARC Sub-consultant Proposal(s)

EXHIBIT A

ARC Architects

Hourly Billing Rates Schedule 2019

All rates are reviewed annually each January

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

EXHIBIT A

ARC Architects

Standard Reimbursable Expenses

Reimbursable Expenses

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

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

EXHIBIT A

**Wenatchee City Hall
 Amendment #1 - Methow Street Study
 ARC Architects**

4/26/2019

FEE SUMMARY				remarks
	fee	mark-up	subtotal	
Architect			\$375	ARC Architects
Civil	\$8,500	1.1	\$9,350	Pacific Engineering
Reimbursable Expenses	\$200	1.1	\$220	
Fee Proposal			\$9,945	

2019 ARC BILLING RATES

Consulting Principal (CP)	\$180
principal / project manager (PM)	\$150
project manager / project architect (PA)	\$125
emerging professional (EP)	\$95

Conceptual Study	PM	PA	EP	remarks
<u>In-house management</u>				
team coordination / contracting	2.5			
Hours Total	2.5	0	0	
Hourly Rate	\$150	\$125	\$95	
Subtotals	\$375	\$0	\$0	
			\$375	ARC fee minus reimbursables

April 24, 2019



Rex Bond, Principal
ARC Architects
119 S Main St, Suite 200
Seattle, WA 98104-2579

PROJECT: City Hall Site Improvements, Wenatchee WA
Project No. 18279CB

SUBJECT: Supplemental Civil Engineering Fee Proposal
Methow Street Pre-Design, Yakima to Orondo

Dear Rex,

The following is a supplemental scope of work for the Wenatchee City Hall Site Improvement Project. Pacific Engineering & Design (Pacific) will provide the following services.

PROJECT UNDERSTANDING

This proposal supplements the existing Civil Engineering Fee Proposal revised February 8, 2019, adding pre-design feasibility for potential re-channelization of Methow between Yakima and Orondo as follows:

- Methow Avenue
 - Channelization: Revise to accommodate diagonal parking stalls.
 - Ingress / Egress: Maintain existing driveway approaches, improve accessibility.
 - Improve accessibility via intersection bulb-out style pedestrian crossings at Yakima (curb extensions).

Pacific understands that the parcels fronting Yakima and Methow that currently serve as a CCFD station house are owned by the City of Wenatchee.

The objective is to prepare a conceptual site plan with costs similar in detail to previously prepared documents that may be suitable for acquisition of funding.

SCOPE OF WORK
PRE-DESIGN (PD)

Pacific will prepare two channelization alternatives of Methow between Yakima and Orondo for consideration. Methow's intersection with Orondo is specifically excluded from this scope of work.

The PD will be based on aerial imagery and Chelan County GIS.

Rex Bond
Supplemental Civil Engineering Fee Proposal
April 24, 2019

Deliverables:

- Two (2) channelization alternatives, conveyed on plan view graphics
- Two (2) order of magnitude construction cost estimates
- Format: electronic files (pdf and/or dwg)

EXCLUSIONS

Exclusions contained in the original proposal are unchanged by this supplement.

FEE PROPOSAL

These services will be provided on a fixed fee basis in accordance with the following schedule:

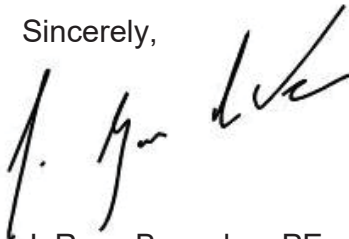
DESCRIPTION		FEE
1.	Pre-Design (PD)	\$8,500.00
TOTAL		\$8,500.00^(1,2)

FOOTNOTES

1. The proposed fee is based on the scope of work outlined, through pre-design feasibility. Changes in scope or additional requested items will be invoiced on a time and expense basis, in accordance with the attached fee schedule, with an estimate of additional fees to be approved before additional work commences. Work will be invoiced utilizing the fee schedule current to the year in which services are performed. Our 2019 Fee Schedule is attached.
2. Reimbursable expenses including mileage, reproductions, and postage are in addition to above fees and are estimated at \$200 which includes a 15% markup rate.

Thank you for the opportunity to work with you on this project. Please review the above information and call if you have any questions or need additional information.

Sincerely,



J. Ryan Brownlee, PE
Senior Civil Engineer

Attachment 1 – 2019 Fee Schedule



2019 FEE SCHEDULE

DESCRIPTION	HOURLY RATE
SENIOR CIVIL ENGINEER	\$168
SENIOR STRUCTURAL ENGINEER	\$165
SENIOR PROFESSIONAL ENGINEER	\$155
STRUCTURAL ENGINEER	\$150
PROFESSIONAL ENGINEER II	\$150
PROFESSIONAL ENGINEER I	\$140
ENGINEER IN TRAINING II	\$92
ENGINEER IN TRAINING I	\$85
TECHNICIAN III	\$108
TECHNICIAN II	\$100
TECHNICIAN I	\$92
EXECUTIVE ASSISTANT / FUNDING SPECIALIST	\$80
SECRETARY / ADMINISTRATION	\$50
EXPENSES: COST +15%	

SENIOR CIVIL ENGINEER – Senior level licensed Civil Engineer
 SENIOR STRUCTURAL ENGINEER – Senior level licensed Structural Engineer
 SENIOR PROFESSIONAL ENGINEER – Senior level licensed Engineer
 STRUCTURAL ENGINEER – Licensed Structural Engineer
 PROFESSIONAL ENGINEER II – Level 2 Licensed Engineer
 PROFESSIONAL ENGINEER I – Level 1 Licensed Engineer
 ENGINEER IN TRAINING II – Engineer in Training
 ENGINEER IN TRAINING I – Entry level Engineer in Training
 TECHNICIAN III – Senior level Technician
 TECHNICIAN II – Technician
 TECHNICIAN I – Entry level Technician
 EXECUTIVE ASSISTANT / FUNDING SPECIALIST – Senior level Specialist
 SECRETARY / ADMINISTRATION – Unlicensed Assistant

EXHIBIT B

04/26/19

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



RE: Wenatchee City Hall (WCH) - Amendment #2: Supplemental Civil Engineering

Dear Steve:

ARC Architects is pleased to submit our fee proposal for *Amendment #2- Supplemental Civil Engineering* for the Wenatchee City Hall project, which will amend our existing Consultant's Agreement dated 2/19/2019.

The Design Team's total proposed fee for this study is **\$3,125** including reimbursable expenses, and our services will be billed on an hourly basis.

Fee Proposal Overview

This enclosed Exhibit A provides both team summarized and individual team member scopes of services and fees for ARC and our individual consultant team members for this project, and also includes 2019 hourly billing rate tables for all team members. The project design team is currently limited to ARC Architects (Architect) and Pacific Engineering (Civil Engineering).

Project Understanding

See attached scope of services from Civil Engineer (Pacific Engineering).

The duration of services is assumed to be completed prior to the end of Schematic Design for the City Hall project (6/3/2019).

Sincerely,



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

Attachments:

Exhibit A:

ARC Cover Letter, Standard Billing Rate Schedule 2019, Standard Reimbursable Expenses,
Design Team Fee Proposal, ARC Sub-consultant Proposal(s)

EXHIBIT B

ARC Architects

Hourly Billing Rates Schedule 2019

All rates are reviewed annually each January

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

EXHIBIT B

ARC Architects

Standard Reimbursable Expenses

Reimbursable Expenses

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

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

EXHIBIT B

**Wenatchee City Hall
 Amendment #2 - Supplemental Civil Engineering
 ARC Architects**

4/26/2019

FEE SUMMARY				remarks
	fee	mark-up	subtotal	
Architect			\$375	ARC Architects
Civil	\$2,400	1.1	\$2,640	Pacific Engineering
Reimbursable Expenses	\$100	1.1	\$110	
Fee Proposal			\$3,125	

2019 ARC BILLING RATES

Consulting Principal (CP)	\$180
principal / project manager (PM)	\$150
project manager / project architect (PA)	\$125
emerging professional (EP)	\$95

Conceptual Study	PM	PA	EP	remarks
<u>In-house management</u>				
team coordination / contracting	2.5			
Hours Total	2.5	0	0	
Hourly Rate	\$150	\$125	\$95	
Subtotals	\$375	\$0	\$0	
			\$375	ARC fee minus reimbursables

April 24, 2019



Rex Bond, Principal
ARC Architects
119 S Main St, Suite 200
Seattle, WA 98104-2579

PROJECT: City Hall Site Improvements, Wenatchee WA
Project No. 18279CC

SUBJECT: Supplemental Civil Engineering Fee Proposal
LocalTel Parking Optimization, Pre-Design Feasibility

Dear Rex,

The following is a supplemental scope of work for the Wenatchee City Hall Site Improvement Project. Pacific Engineering & Design (Pacific) will provide the following services.

PROJECT UNDERSTANDING

This proposal supplements the existing Civil Engineering Fee Proposal revised February 8, 2019, adding pre-design feasibility related to optimization of LocalTel parking channelization adjacent to the new Wenatchee City Hall.

The objective is to prepare a conceptual site plan similar in detail to previously prepared documents that may be used for decision making purposes and future site planning.

SCOPE OF WORK
PRE-DESIGN (PD)

Pacific will prepare one channelization alternative of the new LocalTel parking lot. Opportunities to optimize layout in coordination with the City Hall Site Improvements will be explored.

The PD will be based on aerial imagery and Chelan County GIS and City provided survey (if available).

Deliverables:

- One (1) channelization plan, conveyed on plan view graphics
- Format: electronic files (pdf and/or dwg)

EXCLUSIONS

Exclusions contained in the original proposal are unchanged by this supplement

Rex Bond
Supplemental Civil Engineering Fee Proposal
April 24, 2019

FEE PROPOSAL

These services will be provided on a fixed fee basis in accordance with the following schedule:

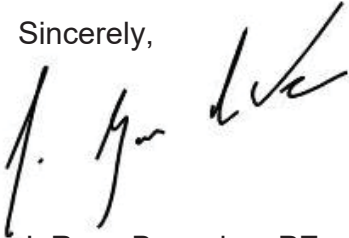
DESCRIPTION		FEE
1.	Pre-Design (SD)	\$2,400.00
TOTAL		\$2,400.00^(1,2)

FOOTNOTES

1. The proposed fee is based on the scope of work outlined, through pre-design feasibility. Changes in scope or additional requested items will be invoiced on a time and expense basis, in accordance with the attached fee schedule, with an estimate of additional fees to be approved before additional work commences. Work will be invoiced utilizing the fee schedule current to the year in which services are performed. Our 2019 Fee Schedule is attached.
2. Reimbursable expenses including mileage, reproductions, and postage are in addition to above fees and are estimated at \$100 which includes a 15% markup rate.

Thank you for the opportunity to work with you on this project. Please review the above information and call if you have any questions or need additional information.

Sincerely,



J. Ryan Brownlee, PE
Senior Civil Engineer

Attachment 1 – 2019 Fee Schedule



2019 FEE SCHEDULE

DESCRIPTION	HOURLY RATE
SENIOR CIVIL ENGINEER	\$168
SENIOR STRUCTURAL ENGINEER	\$165
SENIOR PROFESSIONAL ENGINEER	\$155
STRUCTURAL ENGINEER	\$150
PROFESSIONAL ENGINEER II	\$150
PROFESSIONAL ENGINEER I	\$140
ENGINEER IN TRAINING II	\$92
ENGINEER IN TRAINING I	\$85
TECHNICIAN III	\$108
TECHNICIAN II	\$100
TECHNICIAN I	\$92
EXECUTIVE ASSISTANT / FUNDING SPECIALIST	\$80
SECRETARY / ADMINISTRATION	\$50
EXPENSES: COST +15%	

SENIOR CIVIL ENGINEER – Senior level licensed Civil Engineer
 SENIOR STRUCTURAL ENGINEER – Senior level licensed Structural Engineer
 SENIOR PROFESSIONAL ENGINEER – Senior level licensed Engineer
 STRUCTURAL ENGINEER – Licensed Structural Engineer
 PROFESSIONAL ENGINEER II – Level 2 Licensed Engineer
 PROFESSIONAL ENGINEER I – Level 1 Licensed Engineer
 ENGINEER IN TRAINING II – Engineer in Training
 ENGINEER IN TRAINING I – Entry level Engineer in Training
 TECHNICIAN III – Senior level Technician
 TECHNICIAN II – Technician
 TECHNICIAN I – Entry level Technician
 EXECUTIVE ASSISTANT / FUNDING SPECIALIST – Senior level Specialist
 SECRETARY / ADMINISTRATION – Unlicensed Assistant

STAFF REPORT
CRYPTOCURRENCY MINING AND DATA CENTER CODE AMENDMENTS

TO: Wenatchee City Council
FROM: City of Wenatchee Community Development Staff
DATE: July 5, 2019
MEETING: July 11, 2019
RE: Cryptocurrency Mining and Data Center Code Amendments Staff Report

I. REQUESTED ACTIONS

Conduct a public hearing on proposed amendments to the Wenatchee City Code (WCC).

II. ENVIRONMENTAL REVIEW

The City of Wenatchee has determined the proposed amendments to the Wenatchee City Code (WCC) will not have probable significant adverse impacts on the environment. The City of Wenatchee has issued a determination of non-significance (DNS). Notice of the environmental determination for the proposed amendments to the Wenatchee City Code was made on November 30, 2018.

III. PUBLIC PROCESS

- The City Council enacted an interim control on February 22, 2018 by Ordinance 2018-04 adopting standards and regulations for cryptocurrency mining in the City.
- The City Council held a public hearing on the interim control pursuant to RCW 36.70A.390 and RCW 35A.63.220 on March 22, 2018.
- Planning Staff continued their research on Cryptocurrency Mining in spring and early summer 2018 and they continued to meet and correspond with the Chelan County Public Utility District (CCPUD).
- The Planning Commission conducted a workshop on July 18, 2018 on the topic of Cryptocurrency Mining. After a staff presentation and discussion of the topic, the Planning Commission came up with a list of questions that could be addressed by a representative of the CCPUD at a subsequent meeting.
- The Planning Commission conducted a workshop on the topic of Cryptocurrency Mining on August 15, 2018. Andy Wendell, representing the CCPUD, addressed the Planning Commission and answered their questions. The Planning Commission asked for the opportunity to discuss the topic with local Cryptocurrency Miners.
- The Planning Commission conducted a workshop on the topic of Cryptocurrency Mining on September 19, 2018. Two local cryptocurrency miners, Becky Peters and Nick Martini, discussed the topic with the Planning Commission.
- The Planning Commission conducted a workshop on the proposed revisions on October 17, 2018. Staff presented a draft of proposed regulations for consideration.

- Planning staff held a workshop with the City Council on the topic of Cryptocurrency Mining on November 15, 2018 to update them on work that was being done and get some feedback.
- The Planning Commission conducted a workshop on the proposed revisions on November 27, 2018. Planning staff presented revisions to the draft regulations and discussed them with the commission.
- The amendments and environmental documents were posted on the City of Wenatchee website during the public comment and environmental review periods.
- Notice of the initial version of the proposed amendments to the Wenatchee City Code was published on November 30, 2018 in the Wenatchee World Newspaper.
- Concurrent with the notices provided for the proposed amendments, copies of the environmental documents were sent to the Department of Ecology SEPA Register; and the City of Wenatchee provided formal notice to the Washington State Department of Commerce of the intent to adopt amendments to the Wenatchee Zoning Code and request for expedited review. Additional notice was provided to local and regional agencies.
- On January 6, 2019 notice was provided in the Wenatchee World correcting the location of the scheduled public hearing on January 10, 2019 which had been previously published on November 30, 2018.
- On December 11, 2018, the City of Wenatchee Planning Commission conducted an advertised public hearing on the proposed amendments (initial version). The Planning Commission recommended approval of the proposed code amendments.
- On January 10, 2019 the Wenatchee City Council conducted a public hearing on the initial version of the proposed amendments. At this meeting, the council voted unanimously against adopting the proposed Ordinance.
- A joint public workshop with the council and Planning Commission was held at the regularly scheduled City Council Workshop on January 17, 2019.
- Ordinance 2019-04 was passed after an advertised public hearing on February 14, 2019. This Ordinance extended the interim control another 6 months.
- On May 15, 2019 the Planning Commission discussed a revised set of regulations reflecting the City Council's feedback in a workshop setting.
- On June 19, 2019 the Planning Commission held an advertised public hearing on the proposed regulations and voted to recommend approval to the City Council.
- On June 20, 2019 the proposed code amendments were presented at the City Council's work session.
- On July 11, 2019 the Wenatchee City Council is expected to hold an advertised public hearing on any proposed code amendments that the Planning Commission recommends for approval.

IV. AGENCY AND PUBLIC COMMENTS:

At the writing of the staff report, no comments were received in response to this proposal.

V. PROJECT ANALYSIS

Comprehensive Plan Goals and Policies:

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

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

Key strategy number 10 (adopted as a policy by Goal ED 1, Policy 1) in the Economic Development Element of the Wenatchee Urban Area Comprehensive Plan begins with “Pursue data farm development” and goes on to described the benefits this type of development may bring to the community including the following passage: “Selling reliable hydropower at market prices provides an amazing economic impact in terms of tax revenues to the schools and other governmental services.”

VI. STAFF ANALYSIS

Background

The Wenatchee valley’s extremely low electricity rates have long been known to attract certain land uses that rely on large amounts of electricity. The information age brought unique challenges and rewards for our community and some of our neighbors as our economies diversified to include server farms and other power hungry high tech industries. More recently cryptocurrency mining has made its way into our region utilizing the low electricity rates. The unique thing about this new high tech endeavor is that it is sometimes pursued at a very small scale including in people’s homes. This creates unique challenges which will be addressed below.

Cryptocurrency is a type of digital currency which is created when a particular algorithm is solved by a computer which then adds to a blockchain. Blockchains are a type of peer to peer distributed ledger that utilize the aforementioned algorithms to regulate their development. As certain cryptocurrencies have gained popularity, and in turn gained value, the incentive to “mine” for these “coins” (such as Bitcoin) has increased. The act of solving the algorithms has become increasingly complex and in turn requires ever more powerful and specialized computer hardware.

Cryptocurrency mining operations almost exclusively utilize a type of computer, typically an ASIC server, which is not used for any other task. These devices are not very big but draw an incredible amount of electricity. The emergence of cryptocurrency mining at an increased level poses two distinct challenges to the Chelan PUD and the city.

First, cryptocurrency mining is often operated in a location where the electrical infrastructure serving it is not rated for the high energy use and constant demand. This is particularly true in residential areas where, unfortunately, these cryptocurrency operations have been found in some cases only after the electrical infrastructure has been damaged or destroyed and fires started.

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

Process

In Fall 2018, the Planning Commission and City staff worked together to draft standards that would allow cryptocurrency mining in commercial and industrial districts as permitted uses and as accessory uses in residential districts. Data centers would be permitted in commercial, industrial, and some mixed use districts. At a public hearing on December 11, 2018, the Planning Commission made a recommendation to the City Council to approve the regulations as proposed.

At the January 10, 2019 City Council hearing on cryptocurrency, the Council voted unanimously not to accept the Planning Commission recommendation citing concerns over allowing the use in residential zoning districts, public safety, and noise and directed city staff to prepare an ordinance extending the interim control. The interim control was extended effective February 23, 2019 for a period of six (6) months.

The Planning Commission and Council met jointly on January 17, 2019 in a workshop to further discuss these issues. The council and planning commission discussed the possibility of touring a cryptocurrency mining facility. A memorandum was sent May 7, 2019 identifying the location of a currently operating facility and an invitation to visit the site to experience the ambient noise.

At the May 15, 2019 Planning Commission Meeting, staff presented a revised version of the proposed code addressing the concerns of the City Council. The Planning Commission discussed the proposed code and expressed that they found it acceptable for the purposes of bringing it to a public hearing. On June 19, 2019, the Planning Commission made a recommendation to the City Council to approve the regulations as proposed. On June 20, 2019 the City Council reviewed and discussed the proposal at their regularly scheduled workshop meeting.

Analysis

The proposed standards provide a process for the Chelan PUD to verify that the infrastructure is adequate to serve the proposed use and therefore will not present a safety risk as well as ensuring that the electrical capacity of the PUD system is not diminished in such a way as to preclude future residential, commercial and industrial development. In the situations where the infrastructure is not adequate for the proposed use, the standards provide a framework for the applicant to work with the Chelan PUD to ensure the necessary improvements are in place before beginning any cryptocurrency mining.

Noise produced by cryptocurrency mining operations and any ancillary equipment for purposes such as cooling could be an issue of concern for neighboring uses. Research on how other jurisdictions treat noise issues, particularly as they pertain to mechanical equipment such as exterior HVAC units (heat pumps, air conditioners, etc.) indicated that reference is made to the standards in WAC173-60 or those standards are adopted into local code. According to these standards, a cryptocurrency mining operation in a residential area (source, Class A) and adjacent to a residential area (receiving property, Class A) would be limited to 55 dBA at the property line. An operation in an industrial area (source, Class C) and adjacent to industrial areas (receiving property, Class C) would be limited to 70dBA. An operation violating the established noise levels would be enforced utilizing the established processes in WCC16.12 Code Enforcement.

The current proposed draft includes the following changes from the version that was presented to the City Council on January 10, 2019:

- Cryptocurrency mining as an accessory use has been removed from all residential districts. The Council was very clear that cryptocurrency mining in residential districts would not be acceptable.
- In subsection (5), there is some clarification and measurable distance for occupancy of commercial store frontage. Through the housing code update, the consultants are suggesting that this section of the use chart be updated to provide a measurable dimension for uses prohibited from occupying the immediate storefront. The suggested depth of 50 feet is consistent with their recommendation.
- For clarity, a new subsection (6) was inserted to draw attention to the blank wall standards that were previously combined in an earlier subsection.
- New subsection (7) was updated regarding compliance with the city and state noise standards.
- New subsection (8) was added to address the issue of noise compliance. Both the planning commission and the city council struggled with how to ensure compliance with adopted noise standards and to minimize negative impacts to adjacent properties. In order to establish a baseline of compliance, staff is proposing that within 30 day of beginning business of a data center or cryptocurrency mining operation, the proponent be required to submit to the city in an affidavit certifying the following information:

- Name and qualifications of the person who measured the decibel levels
- Equipment used
- Location of the noise measurements depicted on a scaled site plan. The points of measurement shall be at all property lines and generally at the points on those property lines most susceptible to noise from the applicable equipment.
- Decibel levels measured at each property line
- A description of the operating conditions of the applicable equipment when the measurements were taken.
- Time and duration of measurements
- A statement attesting to the accuracy of the information provided and a guarantee that the project proponent will not run their equipment at a more intense or noisier state than when they made the measurements.

This information would then be on-file demonstrating that the equipment at the beginning of operations was in compliance with the decibel levels in the WAC.

Staff recommends **Approval** of Ordinance 2019-30 amending Chapters 10.08 Definitions, 10.10 District Use Chart, and 10.48 General Regulations, of the Wenatchee City Code (WCC) relating to cryptocurrency mining and data centers, terminating the interim official control imposed by Ordinance No. 2019-04, and establishing an effective date, based upon the suggested findings of fact and conclusions of law.

Draft motion: Motion to approve Ordinance 2019-30 amending Chapters 10.08 Definitions, 10.10 District Use Chart, and 10.48 General Regulations, of the Wenatchee City Code (WCC) relating to cryptocurrency mining and data centers, terminating the interim official control imposed by Ordinance No. 2019-04, and establishing an effective date, based upon the suggested findings of fact and conclusions of law.

ORDINANCE NO. 2019-30

AN ORDINANCE, amending Chapters 10.08 Definitions, 10.10 District Use Chart, and 10.48 General Regulations, of the Wenatchee City Code (WCC) relating to cryptocurrency mining and data centers, terminating the interim official control imposed by Ordinance No. 2019-04, and establishing an effective date.

WHEREAS, the City of Wenatchee has adopted the Wenatchee Urban Area Comprehensive Plan and a series of sub-area comprehensive plans pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A, which cover the Wenatchee Urban Growth Area and all incorporated areas within the City of Wenatchee, that have been found to be consistent with each other and with the adopted GMA plans of the adjoining jurisdictions; and

WHEREAS, the City of Wenatchee Planning Commission has transmitted a recommendation of approval to this Council regarding amendments to the Wenatchee City Code related to its development regulations; and

WHEREAS, notice of all public hearings on this matter have been published according to law; and

WHEREAS, the Wenatchee City Council adopt the Findings of Fact and Conclusions as set forth in Exhibit A and incorporate them in this Ordinance by this reference as though fully set forth herein; and

WHEREAS, the Wenatchee City Council adopted Ordinance No. 2018-04 on February 22, 2018 imposing a 12 month interim official control on the acceptance of applications for the establishment, siting, location, operation, permitting, and licensing of cryptocurrency mining which can be lifted with the adoption of the code changes contained herein.

WHEREAS, the Wenatchee City Council adopted Ordinance 2019-04 on February 14, 2019 extended the previously adopted interim control for another 6 months.

NOW, THEREFORE, the City Council of the City of Wenatchee do ordain as follows:

SECTION I

That the amendments to the Wenatchee City Code as set forth in Exhibit B attached hereto and incorporated by this reference shall be and hereby are approved and adopted.

SECTION II

That Ordinance No. 2019-04, and the interim official control imposed therein, shall be and hereby is repealed in its entirety.

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 approval and publication as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF
WENATCHEE** this _____ day of July, 2019.

CITY OF WENATCHEE, a municipal corporation

By _____
FRANK KUNTZ, Mayor

ATTEST:

By _____
TAMMY L. STANGER, City Clerk

APPROVED:

By _____
STEVE D. SMITH, City Attorney

EXHIBIT “A”

FINDINGS OF FACT

1. The City of Wenatchee has adopted the Wenatchee Urban Area Comprehensive Plan and a series of sub-area comprehensive plans pursuant to the Growth Management Act (GMA), RCW Chapter 36.70A, which cover the Wenatchee Urban Growth Area and all incorporated areas within the City of Wenatchee, that have been found to be consistent with each other and with the adopted GMA plans of the adjoining jurisdictions.
2. The City of Wenatchee Planning Commission is responsible for long range planning matters and providing implementation recommendations to assure compliance with the Growth Management Act for the City of Wenatchee Urban Growth Area in coordination with Chelan County and within the incorporated boundaries of the City of Wenatchee. These measures include updates and amendments to the comprehensive plan; development regulations, environmental regulations, and any other rules, actions or regulations deemed necessary to implement the Growth Management Act.
3. RCW Chapters 36.70 and 36.70A authorize the adoption of development regulations.
4. The Planning Commission conducted workshops on the initial version of the proposed revisions on July 18th, September 19th, October 17th, and November 27th.
5. The City of Wenatchee issued a determination of nonsignificance on November 30, 2018 and provided copies of the environmental documents to the Department of Ecology SEPA Register.
6. On November 30, 2018, the City of Wenatchee provided formal notice to the Washington State Department of Commerce of the intent to adopt amendments to the Wenatchee City Code with a request for expedited review per RCW 36.70A.106. Additional notices were provided to local and regional agencies for the review and comment periods/environmental determinations.
7. Notice of the public 60 day review and comment period, and public hearing dates were published in the Wenatchee World on November 30, 2018.
8. On December 11, 2018, the City of Wenatchee Planning Commission conducted an advertised public hearing. The Planning Commission entered into the record the files on the proposed amendment, accepted public testimony, and deliberated the merits of the proposal.
9. On January 10, 2019 the Wenatchee City Council conducted a public hearing on the initial version of the proposed amendments. At this meeting, the council voted unanimously against adopting the proposed Ordinance.
10. A joint public workshop with council and Planning Commission was held at the regularly scheduled City Council Workshop on January 17, 2019.
11. Ordinance 2019-04 was passed after an advertised public hearing on February 14, 2019. This Ordinance extended the interim control another 6 months.
12. On May 15, 2019 the Planning Commission discussed a revised set of regulations reflecting the City Council’s feedback in a workshop setting.
13. On June 8, 2019 a notice of codes proposed for adoption and public hearing was published in the Wenatchee World newspaper advertising a public hearing with Planning Commission on June 19, 2019 and with City Council on July 11, 2019.

14. On June 19, 2019 the Planning Commission held an advertised public hearing and voted to recommend approval of the updated proposed code amendments.
15. The City of Wenatchee Planning Commission has reviewed the entire record and public testimony as it relates to the proposed amendments to the Wenatchee City Code.
16. Cryptocurrency is a term encompassing code-based protocols supporting an electronic, non-physical media for the exchange of value.
17. Cryptocurrency mining is a continuous process where computers work to solve algorithms to maintain and build an algorithmic chain, or blockchain, and in exchange are granted cryptocurrency.
18. Cryptocurrencies have an ever-fluctuating monetary value and can be exchanged for conventional currency.
19. The continuous use of specialized computer hardware creates a high-density load situation which is taxing the existing electricity distribution and service infrastructure throughout various parts of the City.
20. The use of this specialized computer hardware, creating a high density load situation, in areas or at facilities where the electricity distribution infrastructure is not designed for its high energy loads could create a life-safety fire hazard.
21. The energy consumption characteristics of cryptocurrency mining was not envisioned in the development of the community's plans as they pertain to accommodating future growth.
22. High consumption of electricity for cryptocurrency mining may limit the Chelan County Public Utility District's (PUD) ability to meet the community's electricity consumption needs which may limit the ability of the City to accommodate its projected growth without the siting and construction of significant electrical infrastructure.
23. Goal 1 in the Utilities Element of the Wenatchee Urban Area Comprehensive Plan, states: "Ensure that the utilities necessary to support development are adequate at the time they are needed without decreasing service levels below those locally acceptable", Policy 2 of Goal 1 further states: "No development will be approved that reduces the level of service of any utility below the adopted level of service"
24. Goal ED 6 in the Economic Development Element of the Wenatchee Urban Area Comprehensive Plan, states: "Work with regional partners to ensure that regional and local infrastructure needs are addressed"
25. Key strategy number 10 (adopted as a policy by Goal ED 1, Policy 1) in the Economic Development Element of the Wenatchee Urban Area Comprehensive Plan begins with "Pursue data farm development" and goes on to described the benefits this type of development may bring to the community including the following passage: "Selling reliable hydropower at market prices provides an amazing economic impact in terms of tax revenues to the schools and other governmental services."
26. WAC173-60 Maximum Environmental Noise Levels was adopted pursuant to chapter 70.107 RCW, the Noise Control Act of 1974, in order to establish maximum noise levels permissible in identified environments, and thereby to provide use standards relating to the reception of noise within such environments.

Suggested Conclusions of Law:

1. The procedural and substantive requirements of the State Environmental Policy Act have been complied with.
2. The procedural requirements of RCW 36.70A have been complied with.
3. The proposed amendments are consistent with the Chelan County Countywide Planning Policies and the Wenatchee Urban Area Comprehensive Plan.
4. The proposed amendments are consistent with the requirements of the Revised Code of Washington, and the Washington Administrative Code.
5. The proposed amendments have been reviewed and processed in accordance with the requirements of Title 10 Zoning, Title 12 Environmental Protection, and Title 13 Administration of Development Regulations of the City of Wenatchee Code.

EXHIBIT “B”
Proposed Code Amendments

WCC10.08.050 Definitions “C”:

“Cryptocurrency mining” means the operation of specialized computer equipment for the primary purpose of adding, securing, or verifying transactions to a blockchain or mining one or more blockchain-based cryptocurrencies such as Bitcoin. This activity typically involves the solving of algorithms as part of the development and maintenance of a blockchain which is a type of distributed ledger maintained on a peer-to-peer network. Typical physical characteristics of cryptocurrency mining include specialized computer hardware; High Density Load (HDL) electricity use; a high Energy Use Intensity (EUI) where the operating square footage as determined by the Utility is above 250kWh/ft²/year and with a high load factor in addition to the use of equipment to cool the hardware and operating space. For the purposes of the associated regulations, cryptocurrency mining does not include the exchange of cryptocurrency or any other type of virtual currency nor does it encompass the use, creation, or maintenance of all types of peer-to-peer distributed ledgers.

10.08.055 Definitions “D”

“Data Center” – A facility where the primary use is to house and operate networked computer systems and associated components that include, but may not be limited to, power supply, data communications connections, environmental controls, and security devices. Facilities or operations that meet the definition of “Cryptocurrency mining” will be regulated under that land use designation.

10.10.020 District Use Chart.

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

10.48.310 Cryptocurrency mining and Data Centers

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

- (1) Applications for a business license shall be processed as a Type II administrative review with public notice under WCC 13.09.040.
- (2) The use of cargo containers, railroad cars, semi-truck trailers and other similar storage containers for any component of the operation is strictly prohibited.
- (3) Prior to approving the business license, the applicant shall provide written verification from the Chelan County Public Utility District (PUD) stating the following:
 - i. Adequate capacity is available on the applicable supply lines and substation to ensure that the capacity available to serve the other needs of the planning area are consistent with the normal projected load growth envisioned by the PUD.
 - ii. Utility supply equipment and related electrical infrastructure is sufficiently sized and can safely accommodate the proposed use.
 - iii. The use will not cause electrical interference or fluctuations in line voltage on and off the operating premises.
- (4) Prior to any cryptocurrency mining, a copy of the Washington State Department of Labor and Industries electrical permit and written verification that the electrical work has passed a final inspection shall be

- provided to the City and the PUD.
- (5) Data centers and Cryptocurrency mining operations shall not occupy the grade level commercial street frontage to a depth of 50 feet, except within the Industrial zoning district.
- (6) New structures proposed for use as data centers or for cryptocurrency mining shall meet the blank wall limitation standards found in WCC10.24.050(9), for all zones except within the Industrial and the Industrial Overlay zoning districts.
- (7) All cryptocurrency mining and data center operations, including all ancillary equipment/operations for purposes such as cooling, shall be designed, constructed, operated, and maintained so as not to cause the dissemination of dust, smoke, glare, heat, vibration or noise in excess of the maximum environmental noise level established by WCC Title 6A or Chapter 173-60 WAC beyond the property line or affecting adjacent buildings. Violation of these established noise levels will result in revocation of a City Business License pursuant to WCC16.12 and any other applicable penalties.
- (8) The project proponent shall provide to the City within 30 days of commencing operations an affidavit that includes the following information:
- Name and qualifications of the person who measured the decibel levels
 - Equipment used
 - Location of the noise measurements depicted on a scaled site plan. The points of measurement shall be at all property lines and generally at the points on those property lines most susceptible to noise from the applicable equipment.
 - Decibel levels measured at each property line
 - A description of the operating conditions of the applicable equipment when the measurements were taken.
 - Time and duration of measurements
 - A statement attesting to the accuracy of the information provided and a guarantee that the project proponent will not run their equipment at a more intense or noisier state than when they made the measurements.
- The City reserves the right to require independent verification of noise measurements and/or to request additional measurements at different points on the property. All measurements must comply with the noise levels established in Chapter 173-60 WAC and Title 6A Wenatchee City Code.

TO: Mayor Frank Kuntz
City Council Members

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

SUBJECT: LaVergne Annexation – Public Hearing – Ordinance 2019-31

DATE: July 8, 2019

MEETING DATE: July 11, 2019

I. OVERVIEW

On September 10, 2018 a ten percent (10%) annexation petition was brought before the Wenatchee City Council for property located in an unincorporated area located on the southeast corner of the intersection at McKittrick Street and Pershing Street. The approving motion set the annexation boundary, adopted the existing land use designation as Residential Moderate and required the annexation area to assume existing city indebtedness.

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

On March 29, 2019 the Chelan County Boundary Review Board was notified of the City of Wenatchee's intent to annex the LaVergne property with a request for action within forty-five (45) days. There has been no receipt of action from the Chelan County Boundary Review Board.

Resolution 2019-25, approved on June 27, 2019, established a public hearing date of July 11, 2019 for final action on the LaVergne Annexation. Notice of the public hearing was published in the Wenatchee World and posted in 3 public spaces in the annexation area.

II. ACTION REQUESTED

Staff is requesting the City Council conduct a public hearing and approve Ordinance 2019-31, providing for the annexation of property located at the southeast corner of the intersection at McKittrick Street and Pershing Street within Chelan County, Assessor's Parcel #232033783230, classifying and zoning said property as Residential Moderate, subject to the provisions of Ordinance No. 2007-34 and all subsequent amendments thereto.

III. BUDGET IMPACTS

No anticipated budget impacts

IV. PROPOSED PROJECT SCHEDULE

Upon approval, staff will notify local agencies and utility providers and forward the information to the State OFM for final verification

V. ATTACHMENT(S)

1. Ordinance 2019-31

VI. MOTION

I move to approve Ordinance No. 2019-31

VII. ADMINISTRATIVE ROUTING

Tammy Stanger
Kim Schooley

ORDINANCE NO. 2019-31

AN ORDINANCE, providing for the annexation of an unincorporated area located on the southeast corner of the intersection at McKittrick Street and Pershing Street also known as the LaVergne Annexation.

WHEREAS, a petition to annex the real property hereinafter described was filed with the City Council of the City of Wenatchee, signed by owners representing 60% of the assessed valuation in the area for which annexation is petitioned, and

WHEREAS, in accordance with Chapter 1.09 of the Chelan County Code and RCW 36.96.090 the City Council of the City of Wenatchee adopted Resolution 2019-11 providing the Chelan County Boundary Review Board with notice of intent to annex; and

WHEREAS, the request to the Chelan County Boundary Review Board to provide action by reviewing and approving, disapproving or modifying the proposed annexation within forty-five (45) days in accordance with RCW 36.93.100 received no response and therefore no action from the Chelan County Boundary Review Board; and

WHEREAS, the applicable zoning for the annexed property will be Residential Moderate as designated on the pre-annexation zoning map, and

WHEREAS, the City Council of the City of Wenatchee considered all factors relative to the proposed annexation, and

WHEREAS, a review proceeding for said annexation is not required pursuant to RCW 35A.14.220.

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

SECTION I

That the following described real property located in Chelan County, Washington, contiguous to the City of Wenatchee, to-wit:

See Exhibit "A" as depicted in Exhibit "B", attached hereto and incorporated herein by reference as if fully set forth;

and each and every part thereof be and the same is hereby annexed to the City of Wenatchee, State of Washington; and that the corporate limits of the City of Wenatchee be and they are hereby extended so as to include the property and territory hereinbefore fully described. That said property be assessed and taxed at the same rate and on the same basis as the property of the City of Wenatchee is assessed and taxed to pay for the now outstanding indebtedness of the City of Wenatchee contracted prior to or existing at the time of this annexation.

SECTION II

That the property described in Section I hereof be and the same is hereby classified and zoned as Residential Moderate. All such zoning and classification being subject to the provisions of Ordinance No. 2007-34, and all subsequent amendments thereto.

SECTION III

This Ordinance shall take effect from and after its passage on the later of sixty (60) days after publication of such Ordinance once in The Wenatchee World, the same being the official newspaper of the City of Wenatchee, and the Clerk is hereby directed to cause the same to be so publicized, or sixty (60) days from the date notice of the annexation is provided to the Chelan County Treasurer, Assessor, and light, power and gas distribution businesses.

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

City of Wenatchee, Washington

LAVERNE ANNEXATION BOUNDARY DESCRIPTION

January 22, 2019

A parcel of land being that portion of the southwest one quarter of the southeast one-quarter of the northwest one-quarter of Section 33, in Township 23 North, Range 20 East of the Willamette Meridian, Situate the County of Chelan, State of Washington, set forth and described within that certain Statutory Warranty Deed recorded August 10th, 1993 under Auditor's File Number 2234457, records of said county, being more particularly described as follows:

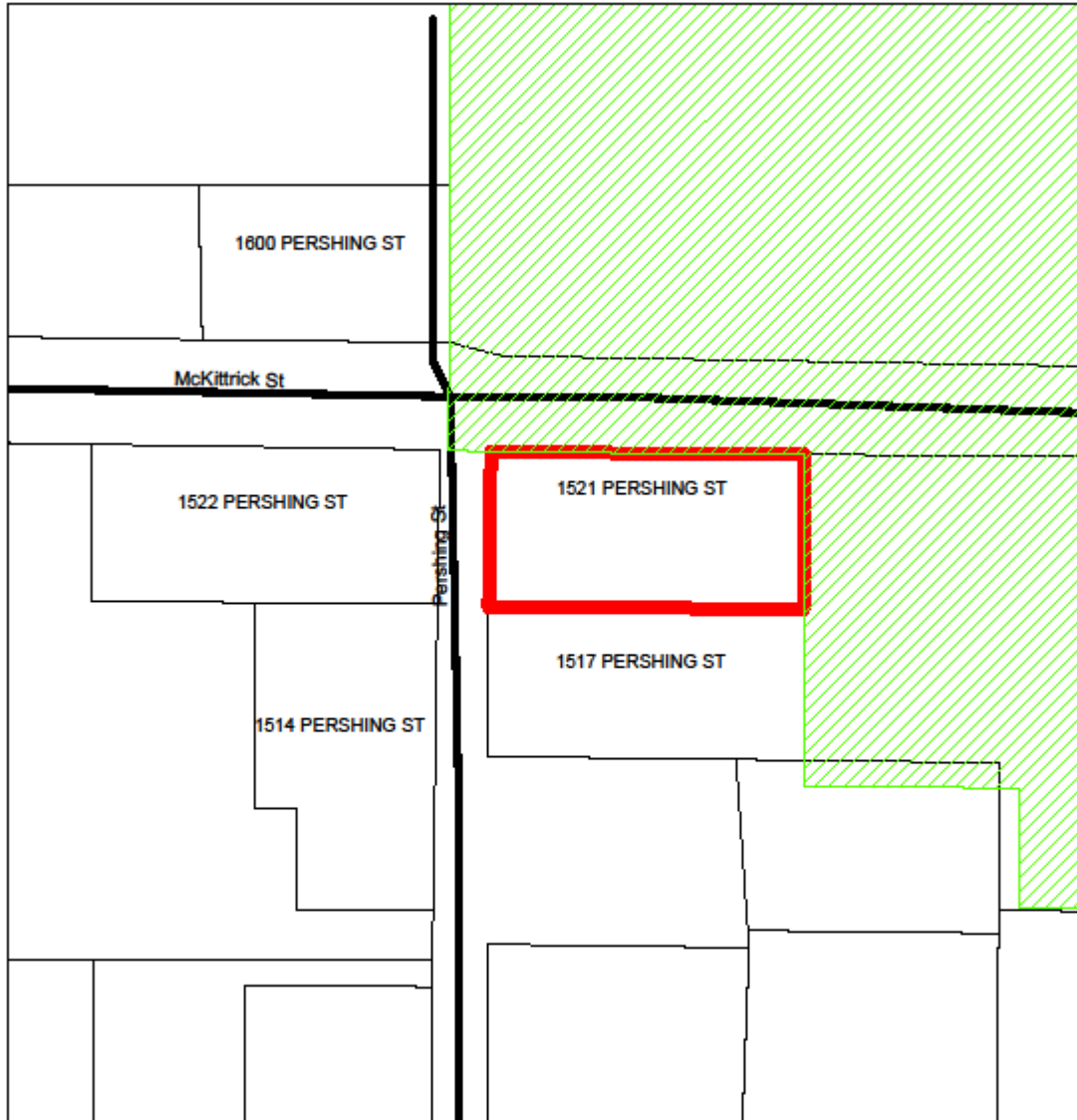
The west 182 feet of the north 117.8 feet of Lot 7, Block 2, as defined by Powell's Addition to Wenatchee, according to the plat thereof recorded in Volume 1 of Plats, at page 7, records of said County,

Except the west 22 thereof as conveyed to said County as set forth and described within that certain Warranty Deed recorded September 30th, 1951 under Auditor's File Number 465568,

Also Except those parcels of land conveyed to said County as set forth and described within that certain Quit-Claim Deed recorded October 13th, 1977 under Auditor's File Number 778638.

Area contained within afore described parcel being 0.34 Acres more or less.

Exhibit B LaVergne Annexation



Legend

0 50 100 200 Feet

 City Limits

 LaVergne Annexation Proposed Boundary

 Parcels

 Streets

 Urban Growth Area

 N

 City of Wenatchee