



**CITY OF WENATCHEE
PUBLIC NOTICE**

Re: April 9, 2020, 5:15 PM City Council Meeting

PLEASE TAKE NOTICE, in consideration of the current COVID-19 pandemic, for the health and safety of the community and city staff and councilmembers, we will not have public present at the April 9, 2020, Wenatchee City Council meeting.

The public may view the City Council meeting which is broadcast live on the city's YouTube channel "[Wenatchee TV](#)". Members of the public without internet access can listen to the City Council meeting by calling (509) 888-3298, passcode 66516.

En Español:

POR FAVOR TOME NOTA, en consideración a la actual pandemia COVID-19, para la salud y seguridad de la comunidad y el personal de la ciudad y los miembros del Concejo, no tendremos público presente en la junta del Concejo de Wenatchee el 9 de abril de 2020.

El público puede tener acceso a la junta en el canal de YouTube de la ciudad "Wenatchee TV". Los miembros del público sin acceso a Internet pueden escuchar esta junta llamando al (509) 888-3298, código de acceso 66516.

Tammy Stanger, City Clerk

301 Yakima Street, 3rd Floor • P.O. Box 519 • Wenatchee, WA 98807-0519

Telephone: (509) 888-6204 • Facsimile: (509) 888-3636 • TTY: 711

Email: cityclerk@wenatcheewa.gov • Web: www.wenatcheewa.gov

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WENATCHEE CITY COUNCIL

Thursday, April 9, 2020

Wenatchee City Hall Council Chambers

301 Yakima Street, 2nd Floor

Wenatchee, WA 98801

AGENDA

5:15 p.m. Regular Meeting

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

2. Consent Items:

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

Vouchers:

Wires #1490 and #1491 and claim checks #194513 through #194583 in the amount of \$499,652.44 for March 19, 2020

Claim checks #194584 through #194592 in the amount of \$1,308.09 for March 19, 2020

Claim checks #194593 through #194620 in the amount of \$390,727.48 for March 26, 2020

Payroll distribution in the amount of \$12,972.73 for March 31, 2020

Claim checks #194633 through #194642 in the amount of \$11,662.43 for March 31, 2020

Benefits/deductions in the amount of \$1,063,708.76 for March 31, 2020

Payroll distribution in the amount of \$508,886.82 for April 3, 2020

- Motion for City Council to authorize the Mayor to negotiate and sign a Lease Termination and Water Right Conveyance Agreement with Lineage Logistics, LLC; the agreement will be substantial in form to the attached.

3. Action Items.

- A. Adoption of Resolution No. 2020-09 to ratify actions related to COVID-19

Presented by Executive Services Director Laura Merrill

Motion for City Council to adopt Resolution No. 2020-09 to ratify the following actions that have occurred under the Mayor's authority under the Emergency Proclamation for COVID-19 including reducing the utility customer service hours, providing only essential services, holding modified council meetings, approving the early opening of the Sage Hills Trail System and not filing utility liens, shutting off water, or charging late fees, interest or penalties on delinquent accounts.

- B. DNR Tree Planting Grant

Presented by Parks, Recreation & Cultural Services Director David Erickson

Motion to accept the project funding agreement #93-100730 with the State of Washington for the Park Tree Planting Project and authorize the Mayor to sign the agreement.

- C. Council authorization for the Mayor to sign the final mylar for the Northwest Addition Plat Alteration, P-ALT-20-01

Presented by Senior Planner Ruth Traxler

Motion for the City Council to authorize the Mayor to sign the final mylar for the Northwest Addition Plat Alteration, P-ALT-20-01.

- D. City of Wenatchee Project No. 1809 – SSA/OHO Wenatchee Remodel construction contract between the City and TW Clark Construction, Change Order No. 2 in the amount of \$31,302.46 Presented by Operations Manager Aaron Kelly and Facilities Manager Elisa Webb
Motion for City Council to approve the contract change order with T.W. Clark Construction and authorize the Mayor's signature.

4. Reports.

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

5. Adjournment.



WENATCHEE CITY COUNCIL
Thursday, March 26, 2020
Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801
MINUTES

DRAFT

Present: Mayor Frank J. Kuntz, Councilmember Position 1 Jose Cuevas, Councilmember Position 2 Jim Bailey, Councilmember Position 3 Ruth Esparza (via phone), Councilmember Position 4 Travis Hornby, Councilmember Position 5 Mark Kulaas, Councilmember At-Large "A" Linda Herald, Councilmember At-Large "B" Keith Huffaker

Staff Present: Executive Services Director Laura Merrill, City Attorney Steve Smith (via phone), City Clerk Tammy Stanger, IS Support Tim McCord, Finance Director Brad Posenjak, Police Chief Steve Crown

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. and led the Pledge of Allegiance. All Councilmembers were present with Councilmember Ruth Esparza participating via phone.

2. Consent Items:

Motion by Councilmember Keith Huffaker to approve agenda, vouchers, and minutes from previous meetings. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).

3. Action Items.

A. Actions Pertaining to a Local Emergency for the Novel Coronavirus (COVID-19)

Executive Services Director Laura Merrill presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to pass Resolution No. 2020-08 and adopt the Proclamation of Emergency in order to allow the City of Wenatchee to declare a local emergency and ratify the action to close all city offices to the public effective on March 17, 2020. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

B. DAHP Grant Agreement for Clark Mausoleum Restoration Project

Parks, Recreation & Cultural Services Director David Erickson presented the staff report. Council asked questions.

Motion by Councilmember Jim Bailey for City Council to authorize the Mayor to sign grant agreement #FY20-90009-001 with the State of Washington Department of Archaeology and Historic Preservation for the Clark Mausoleum Restoration Project. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

C. Community Center and Joint Use Agreement with Pinnacles Prep

Parks, Recreation & Cultural Services Director David Erickson presented the staff report. Council asked questions.

Motion by Councilmember Linda Herald for City Council to approve the Community Center Lease Agreement and Joint Use Agreement with Pinnacles Prep and authorize the Mayor to sign the agreements. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).

D. Legal Services Contract for Conflict Attorney Services

City Attorney Steve Smith presented the staff report.

Motion by Councilmember Mark Kulaas for City Council to approve the Contract for Legal Services with Arianna Cozart. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

E. Lineage (North Node) Agreement between City and Port Authorities

Executive Services Director Laura Merrill presented the staff report. Council asked questions.

Motion by Councilmember Keith Huffaker for City Council to authorize the Mayor to sign the "Lineage (North Node) Agreement with the Port of Chelan County and the Chelan-Douglas Regional Port Authority, and further authorize the Mayor to sign access easement once reviewed by city staff. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

4. Reports.

- a. Mayor's Report. The Mayor reported on the following:
 1. The city received the jail contract today, which he signed.
 2. The sales tax numbers reported to the council were incorrect, and were revised and actually came in flat, not down as reported.
 3. The land deal for the Douglas County pit property is expected to close in the next few days.

4. Staff continues to work through a parking agreement with Winco, and there remain some issues.
 5. Working on a potential water rights lease.
 6. The Veteran's lease with Ballard is coming soon.
 7. The city has limited staff, as most are working from home with the current COVID-19 situation. Remote work and conference calling appears to be the new normal for a while.
 8. The Mayor will keep the Council posted on everything and he encouraged everyone to continue practicing safe distancing.
 9. The finance committee met today and there is concern about a recession and a reduction in sales taxes.
 10. There is a concern with a reduction in hotel-motel taxes as well, and how that may impact payments for the Chamber and Convention Center, and work to prioritize will occur.
 11. The Mayor attended the PFD board meeting today and they agreed to continue to pay staff through the shut down. There may be a claim through the PFD insurance carrier for losses due to the pandemic.
 12. In response to an email received from Todd Cordell, the Mayor has responded to Mr. Cordell, and has asked staff to follow up with some direction for him.
- b. Reports/New Business of Council Committees

Councilmember Jim Bailey participated in the RMSA board meeting conference call yesterday.

Councilmember Ruth Esparza asked how the sewer system was doing and staff will follow up.

5. Adjournment. With no further business the meeting adjourned at 6:02 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Rob Jammerman, Public Works Director
Terry O'Keefe, Assistant Utility Manager

MEETING DATE: April 9, 2020

I. SUBJECT

Lineage Lease Termination and Water Right Conveyance Agreement

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to negotiate and sign a Lease Termination and Water Right Conveyance Agreement with Lineage Logistics, LLC; the agreement will be substantial in form to the attached.

III. OVERVIEW

Please find attached a draft Lease Termination and Water Right Conveyance Agreement. Lineage Logistics, LLC is in the process of selling their property located at 5th Street and Riverside Drive. In conjunction with the property sale, Lineage asked if the City was interested in obtaining their non-consumptive water rights. To better understand the details related to this proposal, please consider the following:

- Lineage has had a non-consumptive water right of since the early 1900's to draw water from the Columbia River and use it for cooling purposes in the Columbia Colstor buildings (owned by Lineage).
- The City leases portions of our decommissioned water intake system at the end of 5th Street to Lineage. Prior to our regional well water system, the City used to draw water from the Columbia River at this location. The equipment that Lineage has been leasing includes the diversion structure, pumps, pipes, the access bridge, and other related infrastructure. In addition, Lineage owns equipment on the intake structure including pumps, pipes and electrical controls.
- Lineage has proposed to terminate the lease, and leave all equipment they own on the water intake system in lieu of removing it. City staff have visually inspected the equipment, but has not been able to test it because the system has been shut down for some time. At this time, the City is not planning to use the equipment.
- Because the City is assuming all of the infrastructure on the water intake platform, the City will receive all interest in any water system components and the water rights that were owned by Lineage.
- Page 3 of this report includes a GIS photo of the water intake platform and the Lineage Building and a photo of the platform with some of the equipment.

IV. FISCAL IMPACT

Lineage will transfer ownership of water rights and all related facilities at no cost. In the event of litigation to enforce or interpret this agreement, each party shall bear its' own attorney's fees and costs incurred therein.

V. PROPOSED PROJECT SCHEDULE

N/A

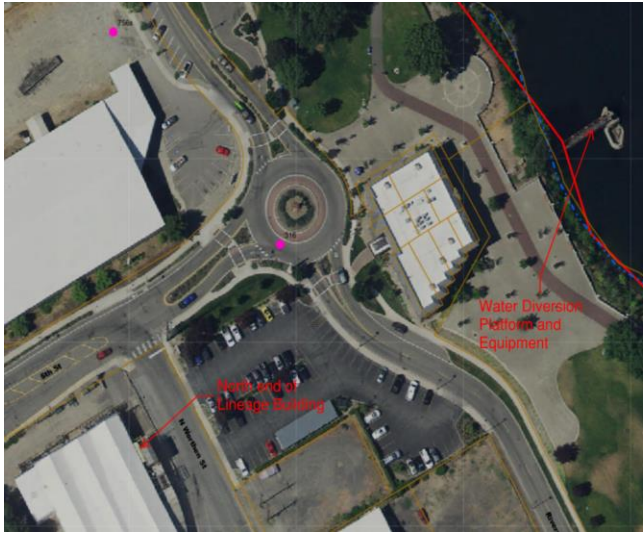
VI. REFERENCE(S)

Lease Termination and Water Right Conveyance Agreement

VII. ADMINISTRATIVE ROUTING

Steve Smith, City Attorney
Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director

GIS Map of Lineage Building and Water Intake Platform



Picture of Platform (looking west)



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

LEASE TERMINATION AND WATER RIGHT CONVEYANCE AGREEMENT

<p>Grantor: Lineage Logistics, LLC., a Delaware limited liability company Grantees: City of Wenatchee, a Washington municipal corporation Legal Description: Water Rights serving the following legal description: Beginning at the westerly right of way of Worthen Street at the southern right of way of 5th Street in Section 3, T. 22 N., R. 20 E.W.M.; thence southeasterly along the westerly right of way of Worthen Street 775 feet; thence south westerly at right angles 125 feet; thence northwesterly along the easterly right of way of the Burlington Northern Railroad 775 feet; thence northeasterly along the southern right of way of 5th Street 125 feet to the point of beginning. All in Chelan County, Washington. Assessor's Property Tax Parcel Account Number(s): 222003130060</p>
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This Lease Termination Agreement (the “Agreement”) is entered into this date by and between the City of Wenatchee, a Washington municipal corporation (hereinafter “Lessor”) and Lineage Logistics, LLC., a Delaware limited liability company (hereinafter “Lessee”), sometimes collectively referred to as the “Parties”, or individually, a “Party”.

The Parties entered into a Lease Agreement dated November 1, 2018 where the Lessor leased to the Lessee portions of its water system that consists of a diversion structure, pumps, pipes, access bridge and related infrastructure. Lessee now desires to terminate said lease as part of selling Lessee's parcel(s) that was served using the leased premises to provide water service to said parcel(s). The sale of said parcel(s) is otherwise unrelated to this agreement. This agreement is intended to discharge the Lessee's remaining obligations to the Lessor relative to the Lease. Rather than restore the leased premises, the Lessee will transfer ownership of all such facilities related to its use of said premises including pumps, pipes, electrical controls and water rights to Lessor so that Lessor may maintain water service to the parcel(s) being sold together with any other property served by the Lessor. This agreement is not intended to impose any obligation on the Lessor to provide service to any particular parcel beyond its statutory duty to serve parcels within its service area.

The Parties agree as follows:

The above recitals are incorporated by this reference as part of the agreement.

Lessor's consideration: Lessor hereby waives any remaining obligation of the Lessee to restore, maintain, refurbish or replace all appurtenances related to its prior Lease with Lessor. Lessor shall waive any remaining payments related to said Lease.

Lessee's consideration: Lessee hereby conveys to Lessor all interest in any water system components and water rights that were used to provide water service from the leased premises to the parcel(s) owned by Lessee. This conveyance specifically includes, but is not limited to, all infrastructure on the leased premises and all infrastructure from the leased premises to the parcel(s) served by said system. This conveyance also specifically includes, but is not limited to, water rights described by Washington State Department of Ecology Tracking numbers S4-007327CL and S3-00930CWRIS in addition to other water rights appurtenant to Lessee's parcels legally described as follows:

Beginning at the westerly right of way of Worthen Street at the southern right of way of 5th Street in Section 3, T. 22 N., R. 20 E.W.M.; thence southeasterly along the westerly right of way of Worthen Street 775 feet; thence south westerly at right angles 125 feet; thence northwesterly along the easterly right of way of the Burlington Northern Railroad 775 feet; thence northeasterly along the southern right of way of 5th Street 125 feet to the point of beginning. All in Chelan County, Washington. Chelan County Parcel Number 222003130060.

Further, Lessee shall cooperate with and authorize Lessor to execute on its behalf any additional documentation necessary to effect this conveyance and administration of said property including Department of Ecology water right assignment and/or transfer forms.

Attorney's Fees. In the event of litigation to enforce or interpret the terms of this Agreement, each party shall bear its' own attorney's fees and costs incurred therein.

Representation. Each party has had the opportunity to have this agreement reviewed by their own counsel. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

Governing Law and Venue. The laws of the State of Washington shall govern the validity, enforcement, and interpretation of this Agreement. The venue of any legal action shall be in Chelan County, Washington.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of Lessor and Lessee, and their respective heirs, personal representatives, successors and assigns.

Entire Agreement. This Agreement contains the entire agreement and there are no other agreements, warranties, or understandings, written or oral between the Parties. Amendments to this Agreement shall be written and signed by both Parties.

Signature Authority. Each of the individuals signing below represent and warrant that they have the authority to sign this Agreement and that the Agreement is binding on the entity for which they are signing.

Effective Date. The effective date of this Agreement shall be the date of the last signature below.

LESSEE, Lineage Logistics, L.L.C.:

LESSOR:

By: _____
William Hill, General Manager

By: _____
Frank J. Kuntz, Mayor, City of Wenatchee

Date: _____

Date: _____

STATE OF WASHINGTON)
)
County of Chelan) ss.

I certify that I know or have satisfactory evidence that William Hill is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the General Manager of Lineage Logistics, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2020.

(signature)

(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires _____

STATE OF WASHINGTON)
)
County of Chelan) ss.

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

DATED this ____ day of _____, 2020.

(signature)

(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires _____



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Laura Merrill, Executive Services Director
Office of the Mayor

MEETING DATE: April 9, 2020

I. SUBJECT

Adoption of Resolution No 2020-09 to ratify actions related to COVID-19

II. ACTION REQUESTED

Staff recommends that the City Council adopt Resolution No. 2020-09 to ratify the following actions that have occurred under the Mayor's authority under the Emergency Proclamation for COVID-19 including reducing the utility customer service hours, providing only essential services, holding modified council meetings, approving the early opening of the Sage Hills Trail System and not filing utility liens, shutting off water, or charging late fees, interest or penalties on delinquent accounts.

III. OVERVIEW

The Center for Disease Control (CDC) is responding to an outbreak of respiratory disease caused by a novel coronavirus that was first detected in China and which has now been detected in almost 90 locations internationally, including in the United States. The virus has been named "SARSCoV-2" and the disease it causes has been named "coronavirus disease 2019" (abbreviated "COVID19") Per the CDC, the complete clinical picture with regard to COVID-19 is not fully known. Reported illnesses have ranged from very mild (including some with no reported symptoms) to severe, including illness resulting in death.

On January 31, 2020 the United States Department of Public Health and Human Services Secretary, Alex Azar, declared a public emergency for COVID-19 beginning on January 27, 2020 and on February 29, 2020, Governor Jay Inslee signed a Proclamation declaring a state of emergency in all counties in the state of Washington due to the number of confirmed cases. On March 18th, the Mayor signed a local Emergency Proclamation which was later ratified by the City Council on March 26, 2020.

The Emergency Proclamation grants the Mayor the authority to address COVID-19 locally, as such the Mayor has approved several actions including reducing the utility customer service hours for answering phones and taking payments from 9:00 am to 2:00 pm; effective March 23, 2020 providing only essential services with all non-essential services suspended until April 6, 2020 at midnight or as is otherwise consistent with the Governor's "Stay Home, Stay Healthy" order as it may thereafter be amended; ordered that the March 26, 2020 council

meeting, and subsequent council meetings during the emergency, be held without the public being present, but providing that the public would have access by telephone and also by live internet access such that all persons can hear what occurs at the meeting in real time; ordered that in conjunction with Chelan-Douglas Land Trust and the Public Utility District No. 1 of Chelan County, that the Sage Hills Trail System would open early on March 25, 2020 (rather than the usual April 1 opening) to give residents a safe outdoor recreation option; and temporarily suspend the provisions of Chapter 9.02 WCC and not file utility liens, shut off water, or charge late fees, interest or penalties on delinquent accounts. Staff recommends the City Council adopt Resolution 2020-09 ratifying all the actions to date.

IV. FISCAL IMPACT

There will likely be financial impacts across all City funds based on the various measures the City is taking to support residents and employees.

VI. REFERENCE(S)

1. Resolution No. 2020-09

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director
Steve Crown, Chief of Police

RESOLUTION NO. 2020-09

A RESOLUTION, ratifying emergency Orders of the Mayor of the City of Wenatchee related to city staffing, virtual council meetings, utility bills and early opening of the Sage Hills Trail System.

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary, Alex Azar, declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS, on February 29, 2020, Governor Jay Inslee signed Proclamation 20-25 declaring a state of emergency exists in all counties in the state of Washington due to the number of confirmed cases of COVID-19 in the state and directed that the plans and procedures of the Washington State Comprehensive Emergency Plan be implemented; and

WHEREAS, based on the federal and state orders described above, and the anticipated spread of COVID-19 locally in the City, the Mayor proclaimed an emergency as defined by the City of Wenatchee Comprehensive Emergency Management Plan and invoked the emergency powers granted pursuant to RCW 38.52.070 on March 18, 2020; and

WHEREAS, the Mayor ordered that utility customer service hours for answering phones and taking payments be reduced to 9:00 am to 2:00 pm; and

WHEREAS, it is a power of the City Council to prescribe the business hours of City offices pursuant to RCW 35A.21.070; and

WHEREAS, the Mayor ordered that effective March 23, 2020 that the City provide only essential services with all non-essential services suspended until April 6, 2020 at midnight or as is otherwise consistent with the Governor’s “Stay Home, Stay Healthy” order as it may thereafter be amended; and

WHEREAS, on March 24, 2020 the Governor issued Proclamation 20-28 that, among other things, prohibited public agencies subject to RCW 42.30 (the Open Public Meetings Act) from conducting any meeting unless (a) the meeting is not conducted in-person and instead provides an option(s) for the public to attend the proceedings through, at minimum, telephonic access and may also include other electronic, internet or other means of remote access, and (b) provides the ability for all persons attending the meeting to hear each other at the same time; and

WHEREAS, consistent with the Governor’s Proclamation 20-28, the Mayor ordered that the March 26, 2020 council meeting, and subsequent council meetings during the emergency, be held without the public being present, but providing that the public would have access by telephone and also by live internet access such that all persons can hear what occurs at the meeting in real time; and

WHEREAS, the Mayor ordered that in conjunction with Chelan-Douglas Land Trust and the Public Utility District No. 1 of Chelan County, that the Sage Hills Trail System would open early on March 25, 2020 (rather than the usual April 1 opening) to give residents a safe outdoor recreation option; and

WHEREAS, the Mayor ordered that during the term of the emergency as declared by the City that the City would temporarily suspend the provisions of Chapter 9.02 WCC and not file utility liens, shut off water, or charge late fees, interest or penalties on delinquent accounts; and

WHEREAS, the City Council desires to ratify the Orders of the Mayor as described above given the emergency situation created by the COVID-19 virus.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE that the Mayor's emergency Orders as described above shall be and hereby are ratified. Said Orders shall remain in effect until further Order of the Mayor or City Council of the City of Wenatchee.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this ____ day of _____, 2020.

CITY OF WENATCHEE, a Municipal
Corporation

By _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY L. STANGER
City Clerk

APPROVED:

By: _____
STEVE D. SMITH
City Attorney



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: David Erickson, Parks, Recreation and Cultural Services Director

MEETING DATE: April 9, 2020

I. SUBJECT

DNR Tree Planting Grant

II. ACTION REQUESTED

Motion to accept the project funding agreement #93-100730 with the State of Washington for the Park Tree Planting Project and authorize the Mayor to sign the agreement.

III. OVERVIEW

Last fall, the City applied for a competitive grant through the Washington State Department of Natural Resources.

The goal of the project is to begin restoration of park canopy coverage through the planting of trees in city park areas to help restore what was lost from storms and prepare for future tree removals. The storms toppled, topped and severely damaged dozens of trees in city park areas. This tree planting project will begin addressing the loss and existing deficient canopy coverage while improving current tree species diversity, increase localized cooling, providing habitat and aiding in the reduction of stormwater runoff to assist in mitigating localized flooding incidents.



The project will plant 57 trees in Lincoln Park (38), Washington Park (9), Pioneer Park (3) and at the Wenatchee Cemetery (7). The project helps to address several Parks, Recreation and Open Space Comprehensive Plan goals, objectives and strategic actions ranging from improving existing natural areas to prevent further degradation of critical habitat areas, improving sustainability and enhancing flora and fauna; to seeking out grants, donations and volunteers to assist with restoration efforts.

There are several benefits this project will achieve. Some of these include:

- Storm Water Mitigation and Water Quality. Almost 50% of the trees will be planted adjacent to streets and parking areas to maximize the stormwater benefit. The majority of trees will be planted in South Wenatchee, an area regularly receiving localized flooding events.
- Provision of Habitat. The tree planting will provide new habitat for birds, bees and other fauna.
- Aesthetics. The tree species were selected with aesthetics in mind with a variety of canopy heights, fall and spring color to provide greater interest, opportunities for learning and help improve the appearance of the park areas into the future.
- Shade and localized cooling. The majority of trees will be located to maximize shade over hard surfaces during the afternoons to aid in increasing localized cooling. The evaporation from a single tree can produce the cooling effect of ten room-size, residential air conditioners operating 20 hours a day.
- Increase Species Diversity. The trees selected for this project will begin to increase the variety of trees found in the park system. The ultimate goal is to create a citywide arboretum through the park system.
- Clean air. This project will add trees which produce oxygen, intercept airborne particulates, and reduce smog, enhancing a community's respiratory health.
- Climate change. The project helps to reduce our carbon footprint as trees sequester carbon, reducing the overall concentration of greenhouse gases in the atmosphere.

A side benefit that this project provides is that the Lincoln Park portion of the project will offset the majority of the tree planting portion of the RCO grants we obtained earlier this year, helping to stretch that project budget and grant match further.

The project is designed to help ensure the long-term sustainability of the park system and community forest. Just like the people that planted the trees originally in Lincoln Park in 1961 (at right), this project will continue the tradition of helping to ensure the parks remain forested for future generations. As the saying goes, "A society grows great when old men plant trees whose shade they know they shall never sit in."



On February 5, 2020 the City received notification that we had a top ranked project and would be receiving funding. The grant agreement was received from the State on March 24, 2020.

IV. FISCAL IMPACT

The grant request was for \$17,100 with the grant match coming from City staff time and an estimated \$987 out of the park maintenance operating budget for mulch, tree stakes and ties.

V. PROPOSED PROJECT SCHEDULE

If City Council accepts the grant and authorizes the Mayor to sign the agreement, the majority of the trees would be planted this fall with a few remaining to plant after the Lincoln Park construction project is finished.

VI. REFERENCE(S)

1. Grant agreement is attached.

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director



GRANT AGREEMENT
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES (DNR)
NO. 93-100730

PI: 244
Funding Source: Federal
Grant Funded: Yes No

This Grant Agreement is made and entered into by and between the state of Washington, Department of Natural Resources, hereinafter referred to as "**AGENCY/DNR**", and the below named firm, hereinafter referred to as "**GRANTEE**."

City of Wenatchee
PO Box 519
Wenatchee, WA 98807
Phone: (509) 888-3280
Email: daerickson@wenatcheewa.gov

PURPOSE

The intent of the Community Forestry Assistance grant is to assist communities in planning and implementing projects that are within the scope of a community forest management plan, but which may not otherwise receive local funding. Projects must be located on public property, or be open to public access. Grant funds may not be used to meet ordinary maintenance and operating expenses.

The purpose of this grant agreement is to begin restoration of the Grantee's city park canopy coverage through the planting of 57 trees in city park areas. The community forest was devastated recently from several unusually strong storms. These events toppled, topped and severely damaged dozens of trees in city park areas. This tree planting project will begin addressing the loss and existing deficient canopy coverage while improving current species diversity, localized cooling, habitat and stormwater absorption.

SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this grant agreement, the nature of the working relationship between DNR and the Grantee, and specific obligations of both parties.

- B. Exhibit B, attached hereto and incorporated by reference, contains the Grantee's Project Proposal Form. The Grantee will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as included in the Project Proposal Form.

The Grantee must submit a mid-project report and a final report to DNR documenting the activities undertaken, barriers and lessons learned, maps and other relevant graphics and the deliverables and outcomes achieved. The mid-project report is due by October 31, 2020, the final report is due by April 30, 2021.

- C. Exhibit C, attached hereto and incorporated by reference, contains the Budget Detail.
- D. Exhibit D, attached hereto and incorporated by reference, contains the Tree Planting Detail.

PERIOD OF PERFORMANCE

The period of performance under this grant agreement will be from May 1, 2020 through April 30, 2021, unless terminated sooner as provided herein.

AWARD

The total grant award payable to Grantee for satisfactory performance of the work under this grant agreement shall not exceed Seventeen Thousand, One Hundred Dollars (\$17,100). Grantee's compensation for services rendered shall be based on Exhibit B, Section III – Proposal Budget Worksheet.

Funding for this grant agreement is provided by the 2017 Consolidated Payment Grant, Grant number: 2017-DG-11062765-729, CFDA #10.664: Cooperative Forestry Assistance; DNR Program Index 244, Project Code RPE

BILLING PROCEDURES

DNR will pay Grantee upon satisfactory acceptance of each fully completed activity(s) or task(s) as approved by the DNR Grant Manager. Invoices shall be submitted to the DNR Grant Manager not more often than quarterly.

Payment will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, final invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year. Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

- A. Agreement number 93-100730 and invoice date
- B. Organization name and contact information
- C. The (e.g., monthly fixed cost, etc.) for each (month billed, deliverable, etc.)
- D. The total number of hours worked for each employee
- E. The total amount of taxes (if any)
- F. Summary of work completed
- G. Detail of expenses
- H. Documentation for all reimbursable expenses
- I. The total invoice charge.

No payments in advance or in anticipation of services or goods to be provided under this contract shall be made by DNR.

DNR may, in its sole discretion, terminate the grant agreement or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this grant agreement.

Special Budget Provisions

The total amount of transfers of funds between line item budget categories shall not exceed 10% of the total budget. Such transfer needs to have prior approval with the DNR Contract Manager. If the cumulative amount of these transfers exceeds or is expected to exceed 10% of the total budget, justification for the transfer must be submitted in writing to the Project Manager and a contract amendment completed.

OUTREACH AND PRINTED MATERIALS

All printed materials, signs, and other products including websites resulting from this agreement must be reviewed by DNR prior to publishing. USDA Forest Service support shall be acknowledged in all publications or audiovisuals in accordance with USDA Supplemental 2 CFR 415.2. All projects must include an acknowledgement of funding sources, and may be recognized as follows:

“Funds for this project were provided by the USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington Department of Natural Resources Urban and Community Forestry Program.”

Appropriate agency logos may be used in addition to the above statement, and are supplied to successful applicants.

USDA Equal Opportunity statement must be included in all publications:

“The USDA is an equal opportunity provider and employer.”

GRANT MANAGEMENT

The Grant Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this grant agreement.

CONTRACTOR Grant Manager Information	AGENCY Grant Manager Information
David Erickson City of Wenatchee PO Box 519 Wenatchee, WA 98807 <i>Phone : (509) 888-3280</i> <i>Email address: daerickson@wenatcheewa.gov</i>	Sydney Debien Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 <i>Phone: (360) 902-1324</i> <i>Email address: Sydney.Debien@dnr.wa.gov</i>
CONTRACTOR Project Manager Information	AGENCY Project Manager Information
David Erickson City of Wenatchee PO Box 519 Wenatchee, WA 98807 <i>Phone : (509) 888-3280</i> <i>Email address: daerickson@wenatcheewa.gov</i>	Linden Lampman Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 <i>Phone: (360) 902-1703</i> <i>Email address: Linden.Lampman@dnr.wa.gov</i>

INSURANCE

Before using any of said rights granted herein and at its own expense, Grantee shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

Grantee shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Grant Agreement Number and the name of the DNR Project Manager. Grantee shall also provide renewal certificates as appropriate during the term of this Agreement.

Grantee shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of Grantee to have its subcontractors and agents comply with the insurance requirements contained herein does not limit Grantee's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: Grantee shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent Grantees, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: Grantee shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: Grantee shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." Grantee waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): Grantee shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. Grantee waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. Grantee waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If Grantee is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that Grantee's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of Grantee is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: Grantee waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

ASSURANCES

AGENCY and the Grantee agree that all activity pursuant to this grant agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this grant agreement. In the event of an inconsistency in this grant agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and rules;
2. Terms and Conditions of a grant awarded to the state from the federal government, attached as Exhibit E – Federal Terms and Conditions
3. Exhibit A – General Terms and Conditions
4. Exhibit B – Grantee's Project Proposal Form
5. Exhibit C – Budget Detail
6. Exhibit D – Tree Planting Detail
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This grant agreement, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

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

APPROVAL

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF WENATCHEE

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

Signature _____ *Date* _____

Frank J. Kuntz
Name

Mayor
Title

PO Box 519
Wenatchee, WA 98807
Address

(509) 888-3280
Telephone

Signature _____ *Date* _____

Andy Tate
Name

Community & Landowner Assistance
Assistant Division Manager
Title

1111 Washington Street SE
Olympia, WA 98504-7037
Address

(360) 902-1798
Telephone

EXHIBIT A

WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

ACCESS TO DATA

The Contractor shall provide access to data generated under this contract to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the Agency.

AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ANTITRUST

The Contractor hereby assigns to Agency any and all of its claims for price fixing or overcharges, which arise under federal or state law relating to the goods, products, or services purchased under this contract.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of the Agency.

Contractor may not assign its rights under this Agreement without Department of Natural Resources (DNR) prior written consent and DNR may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to DNR within thirty (30) calendar days, Contractor may assign its rights under this Agreement in full to any parent, subsidiary, or affiliate of the Contractor that controls or is controlled by or under common control with the Contractor, is merged or consolidated with the Contractor, or purchases a majority or controlling interest in the ownership or assets of the Contractor. Unless otherwise agreed, the Contractor guarantees prompt performance of all obligations under this Agreement notwithstanding any prior assignment of its rights.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the contract, the Contractor shall comply with all applicable laws.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The Contractor shall not use or disclose any information concerning the Agency, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling Agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent

fee, excepting bona fide employees or bona fide established Agents maintained by the Contractor for securing business.

The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DEFAULT

Contractor shall be in default if it is in material breach of any term or condition of the contract. The time of default shall begin when the material breach occurs or after any applicable opportunity to cure period lapses, whichever is later.

DELIVERY, INSPECTION, REJECTION, CURE:

1. **TIME OF THE ESSENCE:** Time is of the essence in the performance of the contract.
2. **SHIPPING & RISK OF LOSS.** All goods subject to the Purchase Order shall be shipped F.O.B. destination. Risk of loss of the goods shall pass to the Agency at the time the goods are accepted by the Agency.
3. **INSPECTION:** The Agency's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as acceptance of the goods.
4. **REJECTION:** The Agency may reject any nonconforming Deliverables by reasonably notifying the Contractor in writing.
5. **OPPORTUNITY TO CURE:** Contractor shall have the right to cure the materiality of any breach prior to the time for performance under the Purchase Order. This right to cure terminates upon the time for performance.

DEFINITIONS

Definitions for the purposes of this solicitation include:

AGENCY – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions, institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

AGENT – Personnel authorized to act on behalf of the Agency for matters contained within.

APPARENT SUCCESSFUL GRANTEE – Applicant whose application provides the best value in meeting Agency needs and is selected to for an award with DNR for the proposed solution, subject to completion and execution of grant agreement.

APPLICANT – an individual or entity who submits an application in response to a competitive grant issued for goods and/or services by the Agency.

APPLICATION – a formal offer, submitted by an individual or entity, in response to this competitive grant.

AWARD DATE – the announcement date of the Apparent Successful Contractor.

BUSINESS DAYS – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

CALENDAR DAY – Midnight to midnight, any day of the week.

COMPETITIVE GRANT – a documented formal process providing an equal and open opportunity to Applicants and culminating in a selection based on predetermined criteria.

DNR – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

GOODS – products, materials, supplies, or equipment provided by a Contractor.

GRANT AGREEMENT – an agreement between DNR and Grantee that includes terms and conditions, the solicitation, the bid, quotation and/or proposal, all appendices, and exhibits, associated Statements of Work (e.g. Services Contract or Purchase Order), and all amendments awarded pursuant to this solicitation.

PURCHASE – the acquisition of goods or services, including the leasing or renting of goods.

SERVICES – labor, work, analysis, or similar activities provided by a Grantee to accomplish a specific scope of work.

SUBCONTRACTOR – one not in the employment of the Grantee, who is performing all or part of the business activities related to this competitive grant under a separate contract with the Grantee. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any solicitation tier.

VENDOR – individual, firm, organization, company or other entity offering products and/or services.

WORKING DAY – Midnight to midnight, Monday through Friday, excluding Saturday, Sunday and state legal holidays.

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the Contractor's name, address, and contract number; and

- Be mailed to the Agent and the other party's (respondent's) contract manager within three (3) working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five 5 working days.
 3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
 4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

DUPLICATE PAYMENT

The Agency shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same goods delivered or services rendered.

EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS

MANDATORY INDIVIDUAL ARBITRATION. If Bidder returned Exhibit E - Contractor Certification – Worker's Rights Executive Order 18-03 Washington State Procurement of Goods & Services Contracts, and Contractor represents and warrants, as previously certified in Contractor's bid, quotation and/or proposal submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

FUNDING SOURCE

At all times during the course of this contract, the Contractor must comply with applicable laws, rules, policy and regulations required by the source of funding for the contract.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

HARASSMENT

Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention:

https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the State, agencies of State and all officials, Agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractors' Agents, employees, representatives, or any Subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incidental to Contractor's or any Subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its Agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, Agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this contract. The Contractor and his or her employees or Agents performing under this contract are not employees or Agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

INTERGRATION

The contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any of the parties hereto.

LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this contract.

LIMITATION OF AUTHORITY

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however,

be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, Subcontractors or Agents use personal information solely for the purposes of accomplishing the delivery of goods or rendering of services as set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Agency for any damages related to the Contractor's unauthorized use of personal information.

PUBLICITY

The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this contract wherein the Agency's name is mentioned or language used from which the connection of the Agency's name may, in the Agency's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of services rendered and/or delivery of goods as described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

REMEDIES:

1. With respect to any nonconforming Deliverables, the Agency may elect to do one or more of the following:

- a. **SPECIFIC PERFORMANCE:** If the Deliverables are unique, sole sourced, or otherwise deemed by the Agency to be unavailable elsewhere, the Agency may demand specific performance.
 - b. **COVER:** The Agency may obtain substitute Deliverables and charge the Contractor the difference between the cost of the substitute Deliverables and the contracted for price.
 - c. **PRICE REDUCTION:** The Agency may retain nonconforming Deliverables and equitably reduce the price of the contract based on the difference between the contracted for price and the fair market value of the nonconforming Deliverables.
 - d. **RETURN:** The Agency may return or set aside for pickup by the Contractor any nonconforming goods and terminate the contract for cause.
2. The Contractor shall be liable for all compensatory, incidental and consequential damages caused by any breach of the contract. At the sole option of the Agency, such damages may be recovered, in whole or in part, by price reduction or credit against any amounts that may be owed to the Contractor under the contract.
 3. **THE AGENCY'S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE CONTRACT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE CONTRACT. FURTHERMORE, IN THE EVENT OF A TERMINATION OF THE CONTRACT, THE AGENCY'S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE CONTRACT SHALL NOT EXCEED THE PURCHASE PRICE OF GOODS DELIVERED OR SERVICES RENDERED PRIOR TO THE EFFECTIVE DATE OF THE TERMINATION.**
 4. The rights and remedies provided by the contract are cumulative and are not exclusive of any other or additional rights or remedies available at law and in equity.

RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized Agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Agency may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY

While on Agency premises, Contractor, its Agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach

in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law.

TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE

In the event the Agency determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the Agency has the right to suspend or terminate this contract. Before suspending or terminating the contract, the Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The Agency reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the Agency provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the Agency may, by 10 calendar days written notice, beginning on the second calendar day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for payment required under the terms of this contract for goods delivered or services rendered prior to the effective date of termination.

TERMINATION PROCEDURES

Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for goods or services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) goods

delivered or services rendered for which no separate price is stated, (ii) partially completed goods delivered or services rendered, (iii) other goods delivered or services rendered that are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

TREATMENT OF ASSETS

1. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
2. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.

3. The Contractor shall be responsible for any loss or damage to property of the Agency that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
4. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, Agents or Subcontractors.

U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The Agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the Agency will download the current OFAC SDN file and compare it to Agency and statewide vendor files. In the event of a positive match, the Agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the Contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The Agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the Agency.

WARRANTIES

Contractor warrants that all Deliverables provided under this contract shall be fit for the purpose(s) for which intended, are merchantable, and shall conform to the requirements and specifications herein.



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Ruth Traxler, Senior Planner
Community Development Department

MEETING DATE: April 9, 2020

I. SUBJECT

Council authorization for the Mayor to sign the final mylar for the Northwest Addition Plat Alteration, P-ALT-20-01.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to sign the final mylar for the Northwest Addition Plat Alteration, P-ALT-20-01.

III. OVERVIEW

The City of Wenatchee submitted an application to the Community Development Department on January 17, 2020 to alter the Northwest Addition Plat, as recorded in Volume 5 of Plats, Page 17. The alteration modifies the number and configuration of Lots 5-12, extinguishes all private roads, and dedicates a new alley right-of-way. The public alley will intersect with N. Wenatchee Avenue in the same location as the private road and be extended to connect with the future Columbia Street. Columbia Street and McKittrick Street dedications, as shown on the Plat alteration, were previously recorded in December 2018.

There are several structures on the site. Existing uses include a Nationwide agency and Smitty's restaurant, which are expected to remain. The former Northwest wholesale warehouse and office buildings were recently demolished and the final plat requires the demolition of the former State Farm building as a part of the scheduled improvements to the N. Wenatchee Avenue and McKittrick Street intersection. The plat identifies that the Smitty's restaurant building and Nationwide agency building encroach the N. Wenatchee Avenue right-of-way by three feet and 0.1 feet, respectively. The encroachments are not changed by this plat alteration.

The proposed lot configuration meets minimum lot dimension and size requirements for lots in the North Wenatchee Business District. There is no minimum lot area or lot width and the minimum lot depth is 80 feet. The reconfigured lots have lot depths ranging from 109 feet to 219 feet.

The preliminary plat alteration was approved with conditions by the Hearing Examiner, in a decision posted on March 3, 2020. Community Development Department staff received the final plat application on March 12, 2020 and reviewed the blueprints to ensure that the final plat addressed all requirements and conditions of approval. The final plat alteration provided

as a reference to this staff report represents the final draft of the mylar, with all revisions required by staff.

Wenatchee City Code (WCC) Section 11.18.080 requires that “the council shall authorize the mayor to sign the approved alteration or vacation.” Community Development Department staff requests that the Council authorize the Mayor to sign the final plat alteration, once the City Engineer and the Subdivision Administrator (Community Development Director) have signed the mylar certifying that the project complies with the applicable codes and conditions of the Hearing Examiner decision.

IV. FISCAL IMPACT

This plat alteration allows for the sale of parcels that will contribute financially to furthering North Wenatchee redevelopment plans. These sales positively impact the redevelopment project budget and are consistent in realizing values identified in the project pro forma. In addition, Note 4 on Sheet 3 of the plat requires the demolition of the former State Farm building as included in the McKittrick Street intersection improvements project, which is scheduled for construction this year.

VI. REFERENCE(S)

1. Final Northwest Addition Plat Alteration, P-ALT-20-01

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk

PLAT OF AMENDED NORTHWEST ADDITION TO WENATCHEE

PART OF LOT 1, LOTS 2-13, AND PRIVATE ROAD, NORTHWEST ADDITION TO WENATCHEE, LOCATED WITHIN A PORTION OF THE NE1/4 OF THE NE1/4 AND THE SE1/4 OF THE NE1/4 OF SEC. 33, T.23N., R.20E.W.M., CITY OF WENATCHEE, CHELAN COUNTY, WA

SHEET 1 OF 3

PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING P.O. Box 4266 WENATCHEE, WA 98807-04266 Phone: (509) 436-1640 48dnorth.com



DRAWN BY: EBG 17-017 PROJECT: DRAWING: 17-017 COW NWW PLAT ALT. - 4-LoR1.DWG DATE: MARCH 23, 2020

PLAT ALTERATION NO. P-ALT-20-01

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, STEPHEN FREEMAN AND CAROL FREEMAN; ILB, LLC, A WASHINGTON LIMITED LIABILITY COMPANY; LS PROPDROP, LLC, A DELAWARE LIMITED LIABILITY COMPANY; AND THE CITY OF WENATCHEE, A STATE OF WASHINGTON MUNICIPAL CORPORATION, ARE THE OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, OR HAVE AN INTEREST IN SAID LANDS, DO HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, EASEMENTS, OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES; ALSO THE RIGHT TO MAKE ANY AND ALL NECESSARY CUTS AND FILLS ON THE LOTS SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL STREETS SHOWN HEREON; ALSO, WE AND OUR SUCCESSORS DO HEREBY WAIVER ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF PUBLIC ROADS.

IN WITNESS WHEREOF, I HEREUNTO SET MY SIGNATURE;

STEPHEN FREEMAN DATE

CAROL FREEMAN DATE

NAME: TITLE: DATE

ILB, LLC - A WASHINGTON LIMITED LIABILITY COMPANY

NAME: TITLE: DATE

LS PROPDROP, LLC - A DELAWARE LIMITED LIABILITY COMPANY

FRANK KUNTZ, MAYOR DATE

CITY OF WENATCHEE

ACKNOWLEDGMENT (FREEMAN)

STATE OF WASHINGTON)) ss. COUNTY OF)

THIS IS TO CERTIFY ON THE DAY OF 2020, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED STEPHEN FREEMAN AND CAROL FREEMAN, TO ME KNOWN TO BE THE PERSON(S), WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

PRINTED NAME

RESIDING AT

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT (ILB, LLC)

STATE OF WASHINGTON)) ss. COUNTY OF)

ON THIS DAY OF 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN,

PERSONALLY APPEARED [NAME]

TITLE] ILB, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO ME KNOWN OR PROVED TO ME ON SATISFACTORY EVIDENCE TO BE A MEMBER OR DESIGNATED AGENT OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF THE LIMITED LIABILITY COMPANY, BY AUTHORITY OF STATUTE, ITS ARTICLES OF ORGANIZATION OR ITS OPERATING AGREEMENT, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATE THAT HE/SHE IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT ON BEHALF OF THE LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

NOTARY'S SIGNATURE

PRINT NOTARY'S NAME NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT:

MY COMMISSION EXPIRES:

PURPOSE STATEMENT

THIS AMENDMENT CHANGES THE NUMBER AND CONFIGURATION OF THE LOTS 5-12 AND EXTINGUISHES ALL THE PRIVATE ROADS CREATED BY THE ORIGINAL PLAT OF NORTHWEST ADDITION TO WENATCHEE AS RECORDED IN VOLUME 5 OF PLATS, AT PAGE 17, RECORDS OF CHELAN COUNTY, WASHINGTON. THIS AMENDMENT ALSO DEDICATES A NEW PUBLIC ALLEY AS SAID ALLEY IS DEFINED HEREBY.

BOUNDARY DESCRIPTIONS - SUBJECT PROPERTY

EXTINGUISHMENT OF "PRIVATE ROADS":

ALL PRIVATE ROADS DEFINED BY AND LOCATED WITHIN NORTHWEST ADDITION TO WENATCHEE, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 18, 1952, IN VOLUME 5 OF PLATS, AT PAGE 17, RECORDS OF CHELAN COUNTY.

PARENT PARCEL OF ALTERED LOTS:

LOTS 5-12 AND ALL PRIVATE ROADS ADJOINING THERETO, NORTHWEST ADDITION TO WENATCHEE, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 18, 1952, IN VOLUME 5 OF PLATS, AT PAGE 17, RECORDS OF CHELAN COUNTY, WASHINGTON; EXCEPT THAT PORTION OF SAID LOT 12 CONVEYED TO THE CITY OF WENATCHEE BY DEED RECORDED [DATE] UNDER AUDITOR'S FILE NUMBER RECORDS OF SAID COUNTY;

TOGETHER WITH THAT PORTION OF PARCEL B, BOUNDARY LINE ADJUSTMENT NUMBER 2019-006-WE, RECORDED JULY 25, 2019, UNDER AUDITOR'S FILE NUMBER 2499660, RECORDS OF SAID COUNTY, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF WENATCHEE BY QUIT CLAIM DEED RECORDED DECEMBER 27, 2018, UNDER AUDITOR'S FILE NUMBER 2489845, RECORDS OF SAID COUNTY; EXCEPT ANY PORTION OF PRIVATE ROADS, SAID NORTHWEST ADDITION TO WENATCHEE, LYING WITHIN SAID PARCEL B.

ACKNOWLEDGMENT (LS PROPDROP, LLC)

STATE OF)) ss. COUNTY OF)

ON THIS DAY OF 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN,

PERSONALLY APPEARED [NAME]

TITLE] LS PROPDROP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO ME KNOWN OR PROVED TO ME ON SATISFACTORY EVIDENCE TO BE A MEMBER OR DESIGNATED AGENT OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF THE LIMITED LIABILITY COMPANY, BY AUTHORITY OF STATUTE, ITS ARTICLES OF ORGANIZATION OR ITS OPERATING AGREEMENT, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATE THAT HE/SHE IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT ON BEHALF OF THE LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

NOTARY'S SIGNATURE

PRINT NOTARY'S NAME NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT:

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT (CITY OF WENATCHEE)

STATE OF WASHINGTON)) ss. COUNTY OF CHELAN)

ON THIS DAY OF 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED FRANK KUNTZ, MAYOR, CITY OF WENATCHEE, A WASHINGTON MUNICIPAL CORPORATION, TO ME KNOWN OR PROVED TO ME ON SATISFACTORY EVIDENCE TO BE A DESIGNATED AGENT OF THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF THE CORPORATION, BY AUTHORITY OF STATUTE, ITS ARTICLES OF ORGANIZATION OR ITS OPERATING AGREEMENT, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATE THAT HE IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT ON BEHALF OF THE CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

NOTARY'S SIGNATURE

PRINT NOTARY'S NAME NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT:

MY COMMISSION EXPIRES:

GENERAL NOTES AND PROVISIONS

- 1. SEE NOTES ON SHEET 3 OF 3 ASSOCIATED WITH EXISTING BUILDINGS. ALL BUILDING LOCATIONS SHOWN DERIVED SURVEY METHODS.
2. THE PUBLIC ALLEY SHOWN HEREON IS DEDICATED TO THE PUBLIC HEREBY.
3. TEMPORARY PUBLIC UTILITY EASEMENT GRANTED HEREBY TO AUTOMATICALLY TERMINATE UPON RELOCATION OF EXISTING UTILITIES.
4. PROPDROP, LLC PREVIOUSLY LES SCHWAB TIRE COMPANY.

SURVEYOR'S CERTIFICATE

I, ERIK B. GAHRINGER, REGISTERED AS A LAND SURVEYOR BY THE STATE OF WASHINGTON, CERTIFY THAT THIS PLAT IS BASED UPON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE PERIOD OF APRIL, 2017, THROUGH THE PRESENT, THAT THE DISTANCES, COURSES, AND ANGLES ARE SHOWN THEREON CORRECTLY, AND THAT THE MONUMENTS, OTHER THAN THOSE MONUMENTS APPROVED FOR SETTING AT A LATER DATE, HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS DESCRIBED ON THE PLAT.



ERIK B. GAHRINGER, P.L.S. NO. 37543

EXAMINED AND APPROVED

CITY OF WENATCHEE ENGINEER DATE

CITY OF WENATCHEE MAYOR DATE

CITY OF WENATCHEE SUBDIVISION ADMINISTRATOR DATE

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES AND ASSESSMENTS WHICH HAVE BEEN LEVIED AND BECOME CHARGEABLE AGAINST THE ABOVE DESCRIBED PROPERTY FOR 20 AND PRECEDING YEARS HAVE BEEN PAID, SATISFIED AND DISCHARGED IN THE AMOUNT OF \$ AND HAVE BEEN POSTED WITH THE CHELAN COUNTY TRESURER THIS DAY OF 20.

CHELAN COUNTY TRESURER DATE

AUDITOR'S CERTIFICATE

AUDITOR'S FILE NUMBER:

FILED FOR RECORD THIS DAY OF 2020, AT M. IN

VOLUME OF PLATS AT PAGE

AT THE REQUEST OF THE CITY OF WENATCHEE

DEPUTY COUNTY AUDITOR

AUDITOR'S INDEX SKETCH

Table with 4 columns and 4 rows showing quadrant indices: NW, NE, SW, SE.

SECTION 33, T.23N., R.20E., W.M., CHELAN COUNTY, WA

PLAT OF AMENDED NORTHWEST ADDITION TO WENATCHEE

PART OF LOT 1, LOTS 2-13, AND PRIVATE ROAD, NORTHWEST ADDITION TO WENATCHEE, LOCATED WITHIN A PORTION OF THE NE1/4 OF THE NE1/4 AND THE SE1/4 OF THE NE1/4 OF SEC. 33, T.23N., R.20E.W.M., CITY OF WENATCHEE, CHELAN COUNTY, WA

PLAT ALTERATION NO. P-ALT-20-01

EQUIPMENT & PROCEDURES:

EQUIPMENT: TOPCON HIPER V BASE/RTK; TOPCON GT 503 3" ROBOTIC TOTAL STATION
PROCEDURES: BASE CONTROL ESTABLISHED BY STATIC GNSS OBSERVATIONS POSITIONALLY DERIVED BY POST PROCESSING THROUGH OPUS. RTK OBSERVATION PERFORMED FROM BASE CONTROL, AND CONVENTIONAL TRAVERSE RAN FROM RTK DERIVED SUB-CONTROL POINTS. PROCEDURES EXCEED W.A.C. 332-130-090.

DATES: PRIMARY BASE CONTROL ESTABLISHED JULY, 2016. SITE CONTROL AND MONUMENTS OBSERVED/VISITED JUNE & JULY 2017. MONUMENTS APPROVED TO BE SET AT A LATER DATE.

MAP PROJECTION/BASIS OF BEARINGS:

UNITS: U.S. SURVEY FEET
HORIZONTAL DATUM: NAD 83 (2011) EPOCH 2010
VERTICAL DATUM: NAVD 88
GEOID: GEOID 12A (CONUS)
PROJECTION: WASHINGTON STATE COORDINATE SYSTEM, NORTH ZONE

META DATA ON PRIMARY BASE CONTROL POINT C0096 (RTK POSITIONING): 2" ALUMINUM CONTROL CAP ON 5/8" REBAR;

LATITUDE: 47°26'45.90680" N
LONGITUDE: 120°20'07.86686" W
ELLIPSOID HEIGHT: 646.52'
ORTHO ELEVATION: 710.75'
CONVERGENCE ANGLE: 0°22'14"
COMBINED FACTOR: 0.9999796541

BEARINGS, DISTANCES AND AREAS ARE BASED ON THE WASHINGTON STATE COORDINATE SYSTEM, NORTH ZONE, DERIVED FROM GNSS OBSERVATIONS UTILIZING CORS STATIONS DESIGNATED AS: SC00, P451, AND ZSE1. DISTANCES AND AREAS SHOWN HEREIN ARE GRID VALUES. MULTIPLY DISTANCES AND AREAS BY SITE SPECIFIC FACTOR OF 1.000018866 (RECIPROCAL OF THE COMBINED SCALE FACTOR) TO OBTAIN GROUND VALUES.

REFERENCE B.L.A./PLATS/SURVEYS

NORTHWEST ADDITION - VOLUME 5, PAGE 17
R.O.S. BOOK 23, PAGE 18
R.O.S. BOOK 28, PAGE 93
R.O.S. A.F.N. 2458740
R.O.S. A.F.N. 2460499
B.L.A. 2017-012 WE A.F.N. 2460688 (NW WHOLESALE)
B.L.A. 2019-005 WE A.F.N. 2496409 (WSDOT)
B.L.A. 2019-006 WE A.F.N. 2499660 (LES SCHWAB)

AGREEMENTS

POST-CLOSING AGREEMENT A.F.N. 2500001 (LES SCHWAB/CITY)

PRIVATE ROAD EXTINGUISHMENTS

QUIT CLAIM DEED A.F.N. 2499662 (LES SCHWAB TIRE CENTER)
QUIT CLAIM DEED A.F.N. 2481204 (NORTHWEST WHOLESALE, INC.)
QUIT CLAIM DEED A.F.N. 2464999 (NORTHWEST WHOLESALE, INC.)
AGREEMENT A.F.N. 2500001 (LES SCHWAB TIRE CENTER)

LEGEND/ABBREVIATIONS

- FOUND MONUMENT AS NOTED
- FOUND 5/8" REBAR AND CAP LS 38982, OR AS NOTED
- COMPUTED POINT
- SET 5/8" REBAR AND 2" ALUMINUM CAP LS 37543
- SET 5/8" REBAR AND 2" ALUMINUM CAP LS 37543 OR 1" BRASS PLUG IN CONCRETE - STREET MONUMENTS TO BE SET AT A LATER DATE
- ⓧ RECORD DATA PER R.O.S.A.F.N. 2460499. BEARING AND/OR DISTANCE SHOWN IN COMPARISON WITH DATA COMPILED FOR THIS SURVEY, OR ACCEPTED.
- () RECORD DATA PER PLAT/SURVEY/DOCUMENT REFERENCED HEREON. BEARING AND/OR DISTANCE SHOWN IN COMPARISON WITH DATA COMPILED FOR THIS SURVEY, OR ACCEPTED. DISTANCES HAVE BEEN CONVERTED TO GRID.
- A.P.N. ASSESSOR'S PARCEL NUMBER
- A.F.N. AUDITOR'S FILE NUMBER
- R.O.S. RECORD OF SURVEY
- B.L.A. BOUNDARY LINE ADJUSTMENT
- CURVE LABEL - SEE CORRESPONDING NUMBER IN CURVE DATA LIST
- EXISTING RIGHT OF WAY LIMITS
- EXISTING LOT OR PARCEL BOUNDARY
- STREET RIGHT OF WAY OR PLAT BOUNDARY/LOT LINE

AUDITOR'S INDEX SKETCH

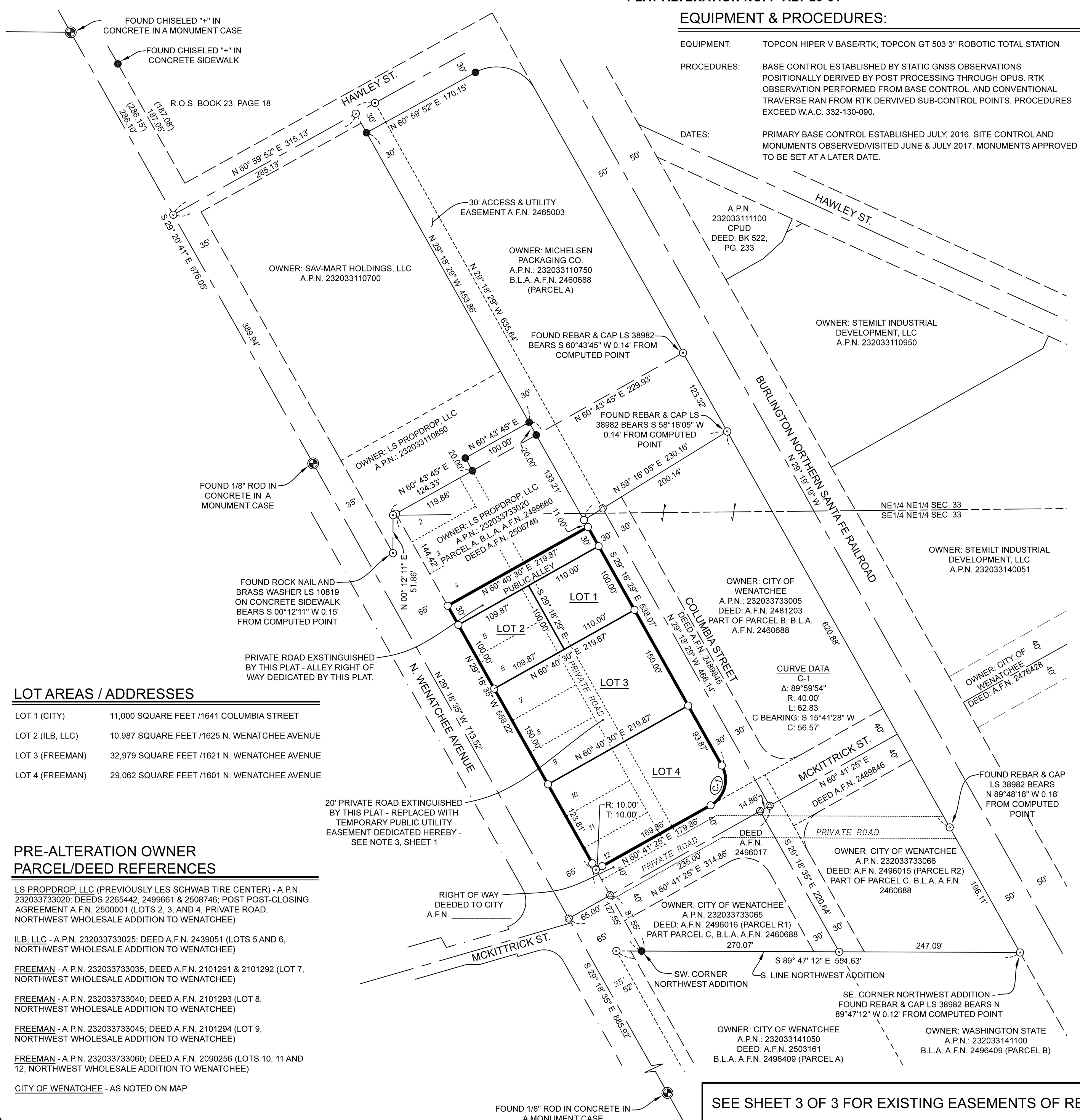
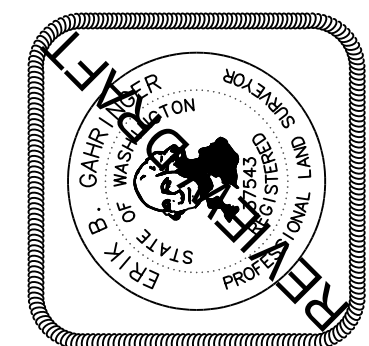
NW	NE	NW	NE
NW	NW	NE	NE
SW	SE	SW	SE
NW	NE	NW	NE
SW	SE	SW	SE
SW	SE	SW	SE

SECTION 33, T.23N., R.20E., W.M., CHELAN COUNTY, WA

PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING
P.O. Box 4266 WENATCHEE, WA 98807-04266
Phone: (509) 436-1640
48dnorth.com

NORTH

DATE: MARCH 23, 2020
DRAWN BY: EBG
PROJECT: 17-017
DRAWING: 17-017 COW NWW PLAT ALT - 4-LoR1.DWG



LOT AREAS / ADDRESSES

LOT 1 (CITY)	11,000 SQUARE FEET /1641 COLUMBIA STREET
LOT 2 (ILB, LLC)	10,987 SQUARE FEET /1625 N. WENATCHEE AVENUE
LOT 3 (FREEMAN)	32,979 SQUARE FEET /1621 N. WENATCHEE AVENUE
LOT 4 (FREEMAN)	29,062 SQUARE FEET /1601 N. WENATCHEE AVENUE

PRE-ALTERATION OWNER PARCEL/DEED REFERENCES

LS PROPDROP, LLC (PREVIOUSLY LES SCHWAB TIRE CENTER) - A.P.N. 232033733020; DEEDS 2265442, 2499661 & 2508746; POST POST-CLOSING AGREEMENT A.F.N. 2500001 (LOTS 2, 3, AND 4, PRIVATE ROAD, NORTHWEST WHOLESALE ADDITION TO WENATCHEE)

ILB, LLC - A.P.N. 232033733025; DEED A.F.N. 2439051 (LOTS 5 AND 6, NORTHWEST WHOLESALE ADDITION TO WENATCHEE)

FREEMAN - A.P.N. 232033733035; DEED A.F.N. 2101291 & 2101292 (LOT 7, NORTHWEST WHOLESALE ADDITION TO WENATCHEE)

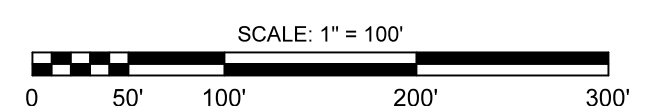
FREEMAN - A.P.N. 232033733040; DEED A.F.N. 2101293 (LOT 8, NORTHWEST WHOLESALE ADDITION TO WENATCHEE)

FREEMAN - A.P.N. 232033733045; DEED A.F.N. 2101294 (LOT 9, NORTHWEST WHOLESALE ADDITION TO WENATCHEE)

FREEMAN - A.P.N. 232033733060; DEED A.F.N. 2090256 (LOTS 10, 11 AND 12, NORTHWEST WHOLESALE ADDITION TO WENATCHEE)

CITY OF WENATCHEE - AS NOTED ON MAP

SEE SHEET 3 OF 3 FOR EXISTING EASEMENTS OF RECORD



PLAT OF AMENDED NORTHWEST ADDITION TO WENATCHEE

PART OF LOT 1, LOTS 2-13, AND PRIVATE ROAD, NORTHWEST ADDITION TO WENATCHEE, LOCATED WITHIN A PORTION OF THE NE1/4 OF THE NE1/4 AND THE SE1/4 OF THE NE1/4 OF SEC. 33, T.23N., R.20E.W.M., CITY OF WENATCHEE, CHELAN COUNTY, WA

PLAT ALTERATION NO. P-ALT-20-01

TITLE EXCEPTIONS/EASEMENTS OF
RECORD AND EXISTING BUILDINGS

SUBDIVISION GUARANTEE EXCEPTIONS / EASEMENTS

- PLAT OF NORTHWEST ADDITION TO WENATCHEE VOLUME 5, PAGE 17.
- IRRIGATION CANAL RIGHT OF WAY BOOK 4, PAGE 618-619 (LOCATION UNKNOWN).
- RAILROAD SPUR TRACT RIGHT OF WAY A.F.N. 299037 (NO TRACTS EXIST WITHIN SUBJECT PROPERTY - PRESUMED ABANDON). BASED UPON HISTORIC AERIAL PHOTOS, SPUR TRACK DOES NOT APPEAR TO AFFECT THE SUBJECT PROPERTY.
- RAILROAD SPUR EASEMENT A.F.N. 339450 (NO TRACTS EXIST WITHIN SUBJECT PROPERTY - PRESUMED ABANDON). BASED UPON HISTORIC AERIAL PHOTOS, SPUR TRACK DOES NOT APPEAR TO AFFECT THE SUBJECT PROPERTY.
- IRRIGATION PIPELINE EASEMENT A.F.N. 355248 (LOCATION UNKNOWN).
- COVENANTS, CONDITIONS, RESTRICTIONS A.F.N. 491489 (NORTH HALF LOT 11, NORTHWEST ADDITION).
- INGRESS/EGRESS EASEMENT A.F.N. 522640 OVER "PRIVATE ROAD" LYING WESTERLY OF THE WESTERLY LINE OF LOT 1, NORTHWEST ADDITION.
- LEASE AND PROVISIONS FOR ROADWAY A.F.N. 557625.
- INGRESS/EGRESS EASEMENT A.F.N. 556031, 556032, 556033, 556037 OVER "PRIVATE ROAD" LYING WESTERLY OF THE WESTERLY LINE OF LOT 1, AND SOUTHERLY OF THE SOUTHERLY LINE OF LOT 4 EXTENDED, NORTHWEST ADDITION.
- SEWER EASEMENT A.F.N. 591286.
- SEWER EASEMENT A.F.N. 591287 (DOES NOT AFFECT SUBJECT PROPERTY).
- EASEMENT A.F.N. 725665 (SHOWN - DOES NOT AFFECT SUBJECT PROPERTY).
- COMMUNICATIONS EASEMENT A.F.N. 788188 (APPROXIMATE LOCATION SHOWN).
- ELECTRICAL EASEMENT A.F.N. 9506120036 (SHOWN).
- RESTRICTIVE COVENANT A.F.N. 2289061 (DOES NOT AFFECT THE SUBJECT PROPERTY).
- OVERHEAD ELECTRICAL/COMMUNICATIONS EASEMENT A.F.N. 2128660 (AFFECTS LOTS 1 AND 13, NORTHWEST ADDITION - EXISTING LINE IS NOT LOCATED WITHIN THAT PORTION OF SAID LOT 1 WITHIN THE SUBJECT PROPERTY).
- WATERLINE EASEMENT A.F.N. 2359610 (SHOWN).
- R.O.S. A.F.N. 2445430; 2458740; 2460499.
- B.L.A. 2017-012WE A.F.N. 2460688.
- ACCESS AND UTILITY EASEMENT A.F.N. 2465003 (SHOWN).
- B.L.A. 2019-006WE A.F.N. 2499660.
- POST-CLOSING AGREEMENT A.F.N. 2500001 (LES SCHWAB).

NOTE

- EASEMENTS SHOWN ARE THOSE OF RECORD THAT ARE PLOTTABLE. THE DESCRIBED PROPERTIES ARE ALSO AFFECTED BY OTHER CONVEYANCES, EASEMENTS, RESTRICTIONS, COVENANTS AND/OR RESERVATIONS LISTED HEREON AS SET FORTH IN THE SUBDIVISION GUARANTEE NUMBER 5003353-3381322, ORDER NUMBER 3391322, PREPARED BY FIRST AMERICAN TITLE, WENATCHEE, WASHINGTON.
- THE SOUTHWESTERLY FACE OF THE 1.3'X1.3' BRICK COLUMNS AND A PORTION OF THE CONCRETE ENTRY APRON AT THE MAIN ENTRANCE TO THE SMITTY'S RESTAURANT BUILDING (BLDG.) ALONG THE SOUTHWESTERLY WALL THEREOF ARE LOCATED APPROXIMATELY 3.0' INSIDE THE NORTH WENATCHEE AVENUE RIGHT OF WAY. THE PRIMARY (WALLED) BUILDING DOES NOT ENCR OACH ONTO ANY ADJOINING LOTS OR RIGHT OF WAY.
- THE NATION WIDE BUILDING (BLDG.) DOES NOT ENCR OACH ONTO ANY ADJOINING LOTS. THE SOUTHERLY CORNER OF SAID BUILDING ENCR OACHES ONTO THE NORTH WENATCHEE AVENUE RIGHT OF WAY APPROXIMATELY 0.1'.
- THE BUILDING LOCATED IN LOT 4 (FORMER STATE FARM INSURANCE BUILDING) SHALL BE DEMOLISHED PRIOR TO RECORDING OF THIS PLAT OR DEMOLISHED IN CONJUNCTION WITH THE PLANNED MCKITTRICK STREET INTERSECTION IMPROVEMENTS IN 2020.

AUDITOR'S INDEX SKETCH

NW	NE	NW	NE
NW	NW	NE	NE
SW	SE	SW	SE
NW	NE	NW	NE
SW	SW	SE	SE
SW	SE	SW	SE
SW	SW	SE	SE

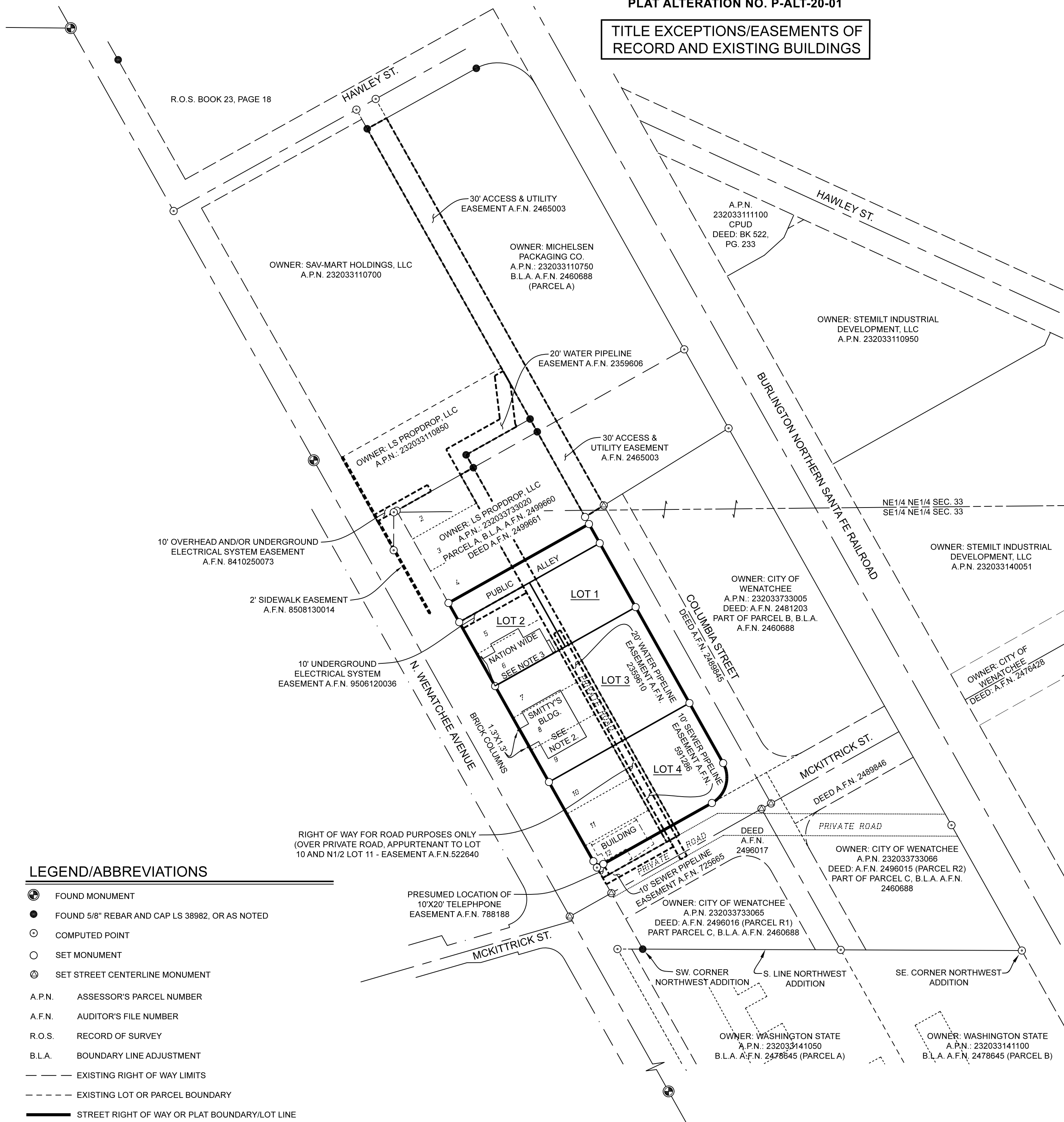
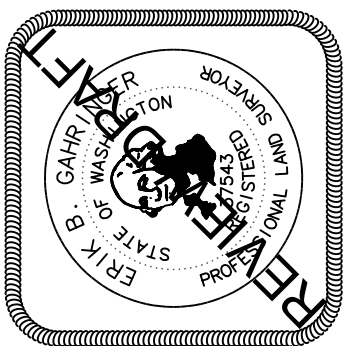
SECTION 33, T.23N., R.20E., W.M.,
CHELAN COUNTY, WA

PROFESSIONAL LAND SURVEYING &
LAND USE CONSULTING

NORTH

P.O. Box 4266 WENATCHEE, WA 98807-04266
Phone: (509) 436-1640
48dnorth.com

DATE: MARCH 23, 2020
DRAWN BY: EBG
PROJECT: 17-017
DRAWING: 17-017 COW NWW PLAT ALT - 4-Lot EASMT R1.DWG

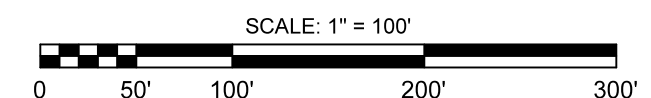


LEGEND/ABBREVIATIONS

- FOUND MONUMENT
- FOUND 5/8" REBAR AND CAP LS 38982, OR AS NOTED
- COMPUTED POINT
- SET MONUMENT
- SET STREET CENTERLINE MONUMENT
- A.P.N. ASSESSOR'S PARCEL NUMBER
- A.F.N. AUDITOR'S FILE NUMBER
- R.O.S. RECORD OF SURVEY
- B.L.A. BOUNDARY LINE ADJUSTMENT
- EXISTING RIGHT OF WAY LIMITS
- EXISTING LOT OR PARCEL BOUNDARY
- STREET RIGHT OF WAY OR PLAT BOUNDARY/LOT LINE



NORTH





CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Aaron Kelly, Operations Manager
Elisa Webb, Facilities Manager
Public Works Department

MEETING DATE: April 9, 2020

I. SUBJECT

City of Wenatchee Project No. 1809 – SSA/OHO Wenatchee Remodel construction contract between the City and TW Clark Construction, Change Order No. 2 in the amount of \$31,302.46.

II. ACTION REQUESTED

Staff recommends the City Council approve the contract change order with TW Clark Construction and authorize the Mayor's signature.

III. OVERVIEW

The City of Wenatchee entered into a contract with TW Clark Construction in September 2020 for the construction of the shell and tenant improvements required on the former City Hall building under lease by General Services Administration (GSA) to house the Social Security Administration (SSA) and the Office of Hearings Operations (OHO).

The permitting process was underway during the bid process and was not finalized prior to bid date. A few modifications to the design were required as a function of permitting specifically related to accessibility (ADA/ABAAS) clearances and with the exterior building materials acceptable for a structure within the historic/entertainment overlay zone.

Additionally, through TW Clark's RFI process, discrepancies were identified in the plumbing fixture and door hardware specification. The clarification added additional scope to the project for the shell improvements.

GSA also requested the City provide duct heaters in the HVAC design. The cost for the duct heaters were included in the TI portion of the TICS pricing of which the City will be reimbursed through lease payments and a lump-sum payment at the completion of the project. This change needs to be included in the Contractor's scope of work.

IV. FISCAL IMPACT

Change Order No. 2 will add \$31,302.46 to the TW Clark Construction contract for a new contract sum of \$2,153,802.46. This change order will impact the project's built in contingency.

V. PROPOSED PROJECT SCHEDULE

Construction began in February 2020 and is forecasted to be complete in the fall of 2020.

VI. REFERENCE(S)

1. AIA Document G701 - 2017
2. Capital Budget Report

VII. ADMINISTRATIVE ROUTING

Rob Jammerman, Public Works Director
Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director



Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> SSA/OHO Wenatchee Remodel 129 South Chelan Street Wenatchee, WA 98801	CONTRACT INFORMATION: Contract For: General Construction Date: October, 2019	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: April 02, 2020
OWNER: <i>(Name and address)</i> City of Wenatchee 301 Yakima Street Wenatchee, WA 98801	ARCHITECT: <i>(Name and address)</i> Forte Architects 240 North Wenatchee Ave Wenatchee, WA 98801	CONTRACTOR: <i>(Name and address)</i> TW Clark Construction LLC 1117 N Evergreen Road Spokane, WA 99216

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Per PR 001 Provide duct heaters DH-3 and DH-4 and supporting electrical as shown on attached Drawings M1.3, E3.1, E5.0, and E6.0.
ADD \$5,959.88

Per PR 002 .Change north-south width of ramp landing to 5'-0" as shown on A2.2, Rev 8, dated 10/14/2019. Included in this change is:
Width of landing;
Revision to Detail 1/A8.2;
Relocation of furniture 6" to south as shown on A8.1, Rev 8, dated 10/14/2019;
Wall containing door 103 - 6" longer. ADD \$1,681.27

Per PR 003 Modify restrooms, Rooms 104 and 105 as shown on A2.2, Rev 8, dated 10/14/2019. and M1.2, Rev 2, dated 10/29/2019.

This change includes:
Relocation of door 104;
Relocation of fixtures in both restrooms;
Relocation of drinking fountain;
Add two short walls on either side of drinking fountain;
Increase width of wall between restrooms to accommodate dual carrier. ADD \$6,191.08

Per PR 005 Rev 1 Change metal siding on exterior to EFIS as shown on A3.1 and A3.2, both are Rev 7, dated 9/26/2019.

This change includes:
Delete metal siding;
Provide Parex EIFS Standard system with DPR Optimum finish to match profile of metal siding as shown in D0.1.

Provide EFIS finish coat on east wall at alley level to cover brick damaged in grouting procedure. ADD \$13,155.06

Per PR 006 Add push/pulls to HW Group #4 per RFI #001, issued on 01/06/2020. Use similar products as in HW Group #11.

Add Yale D291/292 to HW Group #4 ADD \$425.51

Per PR 009 Per RFI 005 Change submitted fixtures to modified specification fixtures. ADD \$3,889.74

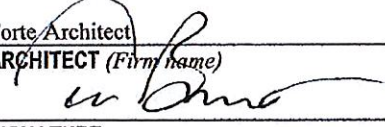
The original Contract Sum was	\$ 2,107,000.00
The net change by previously authorized Change Orders	\$ 15,500.00
The Contract Sum prior to this Change Order was	\$ 2,122,500.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 31,302.46
The new Contract Sum including this Change Order will be	\$ 2,153,802.46

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be TBD. Notice to Proceed will be issued after Pre-Construction services have been completed.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have

been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Forte Architect
ARCHITECT (*Firm name*)


SIGNATURE
Tom Bassett, President

PRINTED NAME AND TITLE
October, 2019

DATE

TW Clark Construction LLC
CONTRACTOR (*Firm name*)

SIGNATURE
Steve Sunleaf, Manageing Member

PRINTED NAME AND TITLE

DATE

City of Wenatchee
OWNER (*Firm name*)

SIGNATURE
Frank Kuntz, Mayor

PRINTED NAME AND TITLE

DATE



Capital Project Budget

Date: February 7, 2020

Project Number: 1809

Project Name: City Hall Remodel for Lease

Dept/Category: Facilities

Project Description: The City is remodeling the former City Hall building for lease to the General Services Administration on behalf of the Social Security Administration. Included in the remodel are required updates considered shell improvements and the capital for the tenant improvements. The city recovers the tenant improvements through the lease with the GSA.

Project Lead:	Elisa Webb	Start Year:	2018
Assigned Department:	Facilities	End Year:	2020
Original Project Budget:	\$900,000	Total City Funding:	
Budget Amendment:		Other Funding:	

Project Notes:

Forte design contract & CA. Shell includes abatement, site work/concrete approach, structural seismic upgrades, front façade improvements, HVAC & plumbing upgrades, 10% contingency and commissioning of equipment. TI is dictated 100% by GSA.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2020	2021	2022+	
Design	51,000	123,336	98,000	25,336			123,336
Remodel - Shell	450,000	1,519,680	66,500	1,453,180			1,519,680
Remodel - Tenant Improvements	350,000	1,133,573		1,133,573			1,133,573
Administration	39,000	39,000		39,000			39,000
Art Fund	10,000	25,137		25,137			25,137
Art Fund							
Total Project Expenditures	900,000	2,840,726	164,500	2,676,226			2,840,726

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2020	2021	2022+	
Fund: 504 Facilities	900,000						
Fund:							
Fund:							
Fund:							
Fund:							
LEASE TERMS							
TI allowance built into the GSA Lease (\$40,858.67/year for 10 years @ 4.5%)		408,587			34,048	374,539	408,587
BSAC (\$664.30/year for 10 years @ 4.5%)		6,643			554	6,089	6,643
GSA Shell Lease (\$163,300/year for 10 years firm)		1,633,000			136,083	1,496,917	1,633,000
Lump Sum Reimbursement from GSA for TIs		938,753		938,753			938,753
Total Project Revenues	900,000	2,986,983		938,753	170,685	1,877,545	2,986,983

Approved by City Council: _____
Date