



**CITY OF WENATCHEE
PUBLIC NOTICE
Re: Wenatchee City Council Meeting
May 28, 2020, 5:15 PM**

PLEASE TAKE NOTICE, in consideration of the current COVID-19 pandemic, for the health and safety of the community and city staff and councilmembers, City Hall is closed to the public.

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 may listen to the City Council meeting by calling (509) 888-3298, passcode 66516.

PUBLIC HEARINGS: Written comment on public hearing items is strongly encouraged. Written comments should be submitted prior to the council meeting to the City Clerk at cityclerk@wenatcheewa.gov. If a citizen wishes to comment on a public hearing item, they may participate in the meeting by calling (509) 888-3298, passcode 66516. Public testimony may be limited to three minutes, unless further time is granted by the Mayor. If there are a large number of speakers, a representative may be appointed to speak on behalf of the group.

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 28 de mayo 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.

AUDIENCIAS PUBLICAS: Se recomienda encarecidamente hacer comentarios escritos sobre los elementos de la audiencia pública. Los comentarios escritos deben ser presentados antes de la junta del concejo a la Secretaria de la Ciudad al correo electrónico cityclerk@wenatcheewa.gov. Si un ciudadano desea comentar sobre un artículo de audiencia pública, puede participar en la junta llamando al (509) 888-3298, código de acceso 66516. El testimonio público puede limitarse a tres minutos, a menos que el Alcalde le conceda más tiempo. Si hay un gran número de personas interesadas en participar, se puede nombrar un representante para que hable en nombre del grupo.

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



WENATCHEE CITY COUNCIL

Thursday, May 28, 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:

Claim checks #195052 through #195132 in the amount of \$1,139,638.22 for May 14, 2020

Payroll distribution in the amount of \$369,635.00 for May 20, 2020

Wires #1495 and #1496 in the amount of \$43,212.12 for May 26, 2020

- Motion to accept the work performed by the contractor KRCl, LLC on the Olds Station Sanitary Sewer Expansion Phase 2 - Lift Station, Project No. 1718-2 and further authorize the Mayor to sign the Final Contract Voucher Certificate on behalf of the City of Wenatchee.
- Motion to accept the work performed by the contractor KRCl, LLC on the Cleveland Ave. Sanitary Sewer Repair, Project No. SW19-10 and further authorize the Mayor to sign the Final Contract Voucher Certificate on behalf of the City of Wenatchee.
- Motion to accept the work performed by the contractor, Ascendent LLC, on the North Wenatchee Avenue Building Demolition, City Project No. 1712, and further authorize the Mayor to sign the Final Contract Voucher.

3. Action Items.

- A. Option to Purchase and License to Enter to conduct exploratory well drilling between GBI Holding Co., and the City of Wenatchee
Presented by City Attorney Steve Smith

Action Requested: Staff recommends that the City Council review the Option to Purchase and License to Enter Agreement with GBI Holding and authorize the Mayor to sign the Agreement.

- B. City Project 1805 – Ninth Street Parking Lot
Supplement #4 to Agreement with RH2 Engineering
Presented by Engineering Services Manager Jacob Huylar

Action Requested: Staff recommends that the City Council approve Supplement #4 with RH2 Engineering for construction services on the Ninth Street Parking Lot and authorize the Mayor to sign the contract documents.

4. Reports.

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

5. Adjournment.



WENATCHEE CITY COUNCIL

Thursday, May 14, 2020

5:15 PM

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

DRAFT

MINUTES

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

Staff Present: Executive Services Director Laura Merrill, City Attorney Steve Smith (via phone), City Clerk Tammy Stanger, IS Support Jessi Saucedo, Finance Director Brad Posenjak, Community Development Director Glen DeVries, Capital Projects Manager Charlotte Mitchell, Public Works Director Rob Jammerman, Senior Engineer Jeremy Hoover, Operations Manager Aaron Kelly, Housing & Community Planner Brooklyn Holton

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Frank J. Kuntz called the meeting to order at 5:15 p.m. Councilmember Jim Bailey led the Pledge of Allegiance. All Councilmembers were present with Councilmembers Herald and Huffaker participating via phone.

2. Consent Items:

Motion by Councilmember Mark Kulaas to approve agenda, vouchers, and minutes from previous meetings; for City Council to accept the work performed by the contractor Grindline Skateparks, on City Project No. 16-1666 – Hale Skate Park, and further authorize the Mayor to sign the Final Contract Voucher; for City Council to accept the work performed by the contractor KRCL, on City Project No. 16-1665 – Kiwanis Methow Park, and further authorize the Mayor to sign the Final Contract Voucher; for City Council to accept the work performed by the contractor DW Excavating, on City Project No. 1232 – Saddle Rock Phase 1 Interim Action, and further authorize the Mayor to sign the Final Contract Voucher. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

3. Presentations.

- Community Action Month Proclamation read by Councilmember Jim Bailey.

4. Action Items.

- A. Amend the City's current Utility Assistance Program to increase assistance limit from \$100 to \$300 until the end of 2020

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

Motion by Councilmember Jim Bailey for City Council to approve Resolution #2020-15 amending and restating the Utility Assistance Program guidelines pursuant to WCC 9.02.010. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

- B. ARC Contract Amendment No. 2 and No. 3 to the Professional Service Agreement for Wenatchee City Hall with ARC Architects

Operations Manager Aaron Kelly presented the staff report. Council asked questions.

Motion by Councilmember Mark Kulaas for City Council to authorize the Mayor to sign Contract Amendment No. 2 and No. 3 to the Professional Services Agreement for Wenatchee City Hall on behalf of the City with ARC Architects for additional design services for the Wenatchee City Hall – Project No. 1716. Councilmember Ruth Esparza seconded the motion. Motion carried (7-0).

- C. Grant Agreement No. TCPRA-1921-Wenatc-00073 for Saddle Rock Phase 2 Interim Action

Capital Projects Manager Charlotte Mitchell presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to authorize the Mayor to sign Grant agreement no. TCPRA-1921-Wenatc-00073 for Saddle Rock Phase 2 Interim Action between the City of Wenatchee and State of Washington Department of Ecology for the Gold Knob Prospect site also known as Saddle Rock Park. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

- D. Amendment #1 to Contract #K2883 between the Washington State Office of Financial Management (OFM) and the City of Wenatchee on behalf of the NCW Complete Count Committee for providing census education and outreach

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

Motion by Councilmember Jim Bailey for City Council to authorize the Mayor to sign amendment #1 to Contract #K2883 and any applications, certifications, assurances or subcontracts necessary as a result of the amendment. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

- E. Skyline Reservoir Transmission Main & Utility Improvements Phase 1 - Project No. 1704
Authorization to Award Construction Contract to Pipkin Construction

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

Motion by Councilmember Ruth Esparza for City Council award the contract for construction of the Skyline Reservoir Transmission Main & Utility Improvements Phase 1 - Project No. 1704 to Pipkin Construction in the amount of \$736,615.52, and further authorize the Mayor to sign a contract on behalf of the City. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).

5. Public Hearing Items.

The Mayor explained the public hearing process.

- F. Amendments to the CDBG 2013-2019 Consolidated Plan, Wenatchee's Citizen Participation Plan and the 2019 Annual Action Plan in response to the CDBG-CV funding allocated to the City of Wenatchee, an entitlement community, from the U.S. Department of Housing and Urban Development (HUD)

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

The Mayor asked for public comment. Ms. Holton read the comments received from Chelan-Douglas Community Action Executive Director Alan Walker into the record.

There were no other public comments.

Motion by Councilmember Mark Kulaas for City Council to adopt the amendments to the 2013-2019 Consolidated Plan, City of Wenatchee Citizen Participation Plan, and 2019 Annual Action Plan, and authorize the Mayor to sign all related applications, certifications, assurances and waivers. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

- G. Resolution 2020-14 approving a Development Agreement between the City of Wenatchee, Winco Foods, LLC (WinCo), and Kellogg Shopco Properties, LLC (Kellogg Properties)

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

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

Motion by Councilmember Travis Hornby for City Council to approve Resolution 2020-14 adopting the Development Agreement between the City of Wenatchee, Kellogg Properties, and WinCo which authorizes the Mayor to sign the agreement. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

6. Reports.

- a. Mayor's Report. The Mayor reported on the following:
 1. He has had regular meetings with the Directors. The plan is that when the Governor calls for Phase 2, city staff will be back in the office one week after.
 2. The Lineage water rights transfer agreement has been signed.
 3. Staff has been working on getting lots in place for the North Wenatchee Avenue property. Already have an offer for a piece of property.
 4. There have been a lot of homeless complaints recently.
 5. Staff have been reviewing the CARES Act and are still trying to figure out what applies. They hope to have a better understanding by the next meeting.

- b. Reports/New Business of Council Committees

Councilmember Ruth Esparza mentioned the work on the letter that went to the Governor to request Chelan and Douglas Counties move to Phase 1.5. The request was not approved.

7. Adjournment. With no further business, the meeting adjourned at 6:14 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: May 28, 2020

A handwritten signature in blue ink, appearing to be "JH", located to the right of the "FROM:" field.

I. SUBJECT

Project Final Acceptance and Contract Voucher approval.

II. ACTION REQUESTED

Staff recommends the City Council accept the work performed by the contractor KRCI, LLC on the Olds Station Sanitary Sewer Expansion Phase 2 - Lift Station, Project No. 1718-2 and further authorize the Mayor to sign the Final Contract Voucher Certificate on behalf of the City of Wenatchee.

III. OVERVIEW

The project involved the replacement of the existing sanitary sewer lift station that serves the portion of the City's Urban Growth area north of the Wenatchee River as part of the sewer extension program set out in the most recent comprehensive plan update. The new lift station included two 60-HP variable speed submersible pumps, each capable of flowing up to 1,400 gpm. Site work installed new pipes, valves, electrical cabinetry, fencing, paving, vaults, wet well, an electromagnetic flow meter, sensors, and telemetry providing for real time system monitoring and control from the City's Wastewater Treatment Plant. A metering assembly was also installed in Confluence Park to account for effluent discharged from its RV dumping area and appropriately bill State Parks for the usage.



Additional work was added to the contract to install a new vault and retrofit an existing Air-Vac assembly adjacent to the northbound 285 bridge to improve the overall functionality of the forced sewer system. The additional work included a condition assessment of the force main that is affixed to the bridge. This assessment resulted in the replacement of failing insulation and pipe hangar assemblies.

IV. FISCAL IMPACT

The project was included in the 2019 City budget. The Engineer's estimate for the Lift Station was \$1,732,000. The construction bid amount was \$1,386,533.56. With revisions to the retaining wall design, site work, and materials, the cost of the work associated with the original contract was performed at approximately \$60,000 below the initial bid price. Change orders for the additional work described above totaled \$178,154.82. The final construction contract price, including all change orders, amounted to \$1,503,884.76. The primary funding source is the Sewer Utility Fund #405 via 2018 Bond Proceeds.

V. PROJECT SCHEDULE

The construction contract was signed on December 12, 2018. Work proceeded through 2019 and all work, including change orders, was completed in March of 2020. The Project is Physically Complete and the lift station is active.

VI. REFERENCE(S)

Final Contract Voucher
Agenda Report 2018-48
Agenda Report 2019-54

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director
Rob Jammerman, Public Works Director
Jacob Huylar, Engineering Services Manager
Gary Owen, City Engineer



**City of Wenatchee
Department of Public Works**

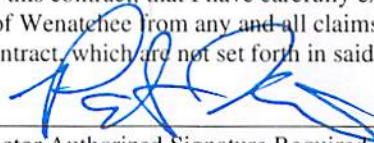
**Final Contract
Voucher Certificate**

Contractor KRCI LLC			
Street Address 125 SE McGee			
City East Wenatchee	State WA	Zip 98802	Date 03/26/2020
State Project Number N/A	Federal-Aid Project Number N/A		Highway Number N/A
Job Description (Title) Olds Station Sanitary Sewer Expansion Project Phase 2 – Lift Station City of Wenatchee Project No. 1718			
Date Work Physically Completed 03/16/2020		Final Amount \$1,503,884.76	

Contractor's Certification

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

SUSAN KING
 Notary Public
 State of Washington
 My Commission Expires
 May 25, 2022


 Contractor Authorized Signature Required

Pat King
 Type Signature Name

Subscribed and sworn to before me this 1st day of April 20 20

X Susan King Notary Public in and for the State of Washington,
 residing at 125 SE McGee St., East Wenatchee WA 98802

City of Wenatchee

City of Wenatchee hereby accepts the completed contract pursuant to Section 1.15 of the Technical Specifications.

X _____
 Mayor/or Designee

 Date of Acceptance

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

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



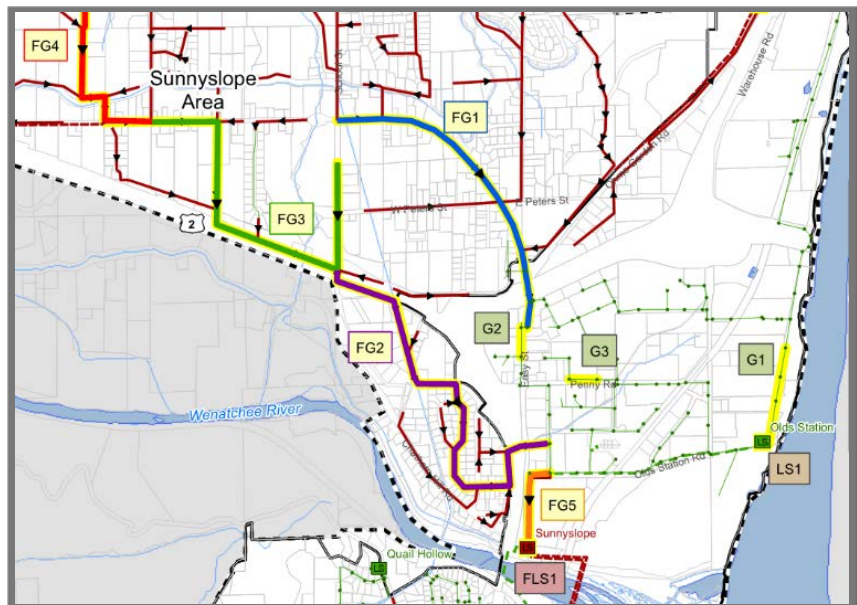
SUBJECT: Bid Award for the Olds Station Sanitary Sewer Expansion Phase 2 - Lift Station
City Project No. 1718

DATE: November 28, 2018

MEETING DATE: December 6, 2018

I. OVERVIEW

The City's adopted Sewer Comprehensive Plan includes a program to extend sewer service into the Sunnyslope region. The main trunk line to be used as a regional outfall for future extensions in Sunnyslope required improvements through Chatham Hill as well as the construction of a new sewer lift station and force main. These projects are referenced in the Comprehensive Plan as FLS1, FG2, FG3 and FG5. Project LS1, upgrading of the existing Olds Station Lift Station, was also identified as a key component in the plan due to a combination of age and its capacity limitations. RH2 Engineering was selected as the design consultant and subsequently tasked to perform the construction inspection services on the gravity sewer.



Phase 1 constructed the gravity sewer improvements FG2, FG3, and a modified FG5. These pipe lines have been installed. That work included the construction of approximately 6,600 feet of 8, 12, and 15 inch pipe in School Street, Easy Street, US 2, Chatham Hills, Horan Road, and various easement corridors with trenchless borings across US 2 and SR 285.

Phase 2 will construct the new lift station. The existing building will be demolished and the backup generator removed. The new station will include two 60-HP variable speed submersible pumps each capable of flowing up to 1,400 gpm. Site work will install new pipes, valves, electrical cabinetry, vaults, fencing, wet well, an electromagnetic flow meter, sensors, and telemetry providing for real time system monitoring and control from the City's Wastewater Treatment Plant. A third pump basin will be cast into the new wet well allowing for the possibility of a third pump should the future need arise.

During the siting analysis for the new lift station, one of the alternatives presented was to reconstruct the existing Olds Station Lift Station to increase its capacity such that the new proposed Sunnyslope Lift Station becomes unnecessary. In addition to eliminating the O&M efforts associated with an additional lift station, this option allows the expanded facilities to be built on the same site as the existing lift station with no further property acquisition necessary.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**



The existing lift station is located north and west of the Apple Capital Loop Trail adjacent to the Columbia Fruit packing facility east of Olds Station Rd. and Euclid Ave. It will remain in operation while the new lift station is constructed. Two underground 72-inch pipes installed immediately south of the project site in confluence park adjacent to the trail currently act as an emergency storage reservoir for the lift station in the event of a systems failure. These pipes will be utilized to temporarily retain effluent during changeover and rerouting of flows from the old to the new lift station.

A Conditional Use Permit was heard by the Zoning Hearing Examiner on November 13 with no adverse comments provided. The completed project will include a retaining wall and perimeter fencing to reduce visibility from the loop trail. A substandard and obsolete offsite sewer meter inside Confluence Park will also be replaced with a new mag-meter as part of this project.

The project was advertised for bids on November 16 with a bid opening date set for December 5. The results are to be presented at the December 6 Council meeting.

II. ACTION REQUESTED

Staff requests that the City Council authorize the Mayor to award the second phase of project No. 1718 to the lowest responsible bidder with the recommendation of Public Works staff, and further authorize the Mayor to sign the construction contract documents.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

The project is included in the 2019 City Budget. The Engineer's estimate for the Lift Station is \$1,732,000 and the overall project budget for phases 1, 2, and 3 is \$10,700,000. The primary funding source is the Sewer Utility Fund #405 via 2018 Bond Proceeds.

IV. PROPOSED PROJECT SCHEDULE

As construction activities are anticipated to impact the driveway to Columbia Fruit, some reconstruction of the existing asphalt drive will be required. As a condition of granting a Construction Easement, Columbia Fruit has requested that the offsite work on their property be completed prior to June 1, 2019 which corresponds to the beginning of Cherry Packing season. The completed lift station is expected to be online by mid-summer 2019.

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Rob Jammerman, Public Works Director
John Ricardi, Utilities Manager
Gary Owen, City Engineer
Natalie Thresher, Contracts Coordinator
Brad Posenjak, Finance Director

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

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



SUBJECT: Olds Station Sanitary Sewer Expansion
Project No. 1718 - Phase 2, Lift Station
Construction Change Order for Force Main Inspection & Repair

DATE: September 23, 2019

MEETING DATE: September 26, 2019

I. OVERVIEW

The scope of this phase of the overall project has been limited to the onsite work associated with the reconstruction of the Olds Station Lift Station. That work installed two new pumps, wet-well, metering, controls, cabinetry, piping, valving, fencing, retaining walls, and pavement. Additional capacity for a third pump was included with the design although that pump was not installed as current demands do not require the additional pumping capacity until further development in Sunnyslope occurs and the sewer system is extended further into the UGA.

The lift station discharges to an existing 12 inch sewer force main which is hung on the underside of the southbound SR-285 bridge. That pipeline was installed by the PUD and Chelan County in the early 1980's but as-built record drawings are incomplete. Details of the force main's design and the amount of restraining installed during the initial construction, as well as pipe material and condition, is unknown. The pipe was originally wrapped in insulation and equipped with heat tape.



Based on photos taken by WSDOT during routine bridge inspection and limited observations from the north bridge abutment, both have degraded and, at a minimum, replacement of the insulation and heat tape is necessary.

The lift station was brought online in June. Due to uncertainties regarding the condition of the force main piping, the pumps are throttled down to approximately 1,150 gpm. That flow represents the typical average loading seen at the lift station and is estimated to be near the upper bound of the force main capacity assuming the pipe is minimally or entirely unrestrained. During Cherry packing season, incoming flows from the industrial users exceeded that rate by over 50% which, although managed through onsite storage, did bring the level in the wet-well near to its maximum.

Before increasing the pumping rate, it must first be determined if the existing force main is capable of withstanding the increased loading and transient pressures associated with higher flows without incident. Inspection of the force main and the associated repair work will require installation of temporary scaffolding along the entire underside of the bridge for approximately 400 feet. The proposed change to the construction contract will address the costs associated with these activities.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

II. ACTION REQUESTED

Staff recommends the City Council amend the construction contract with KRCI to pay for the additional inspection and repair work and further authorize the Mayor to approve the construction change order amount of \$169,000.

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

This project was included in the 2017, 2018, and 2019 budgets and is funded through Fund 405 – Sewer Utility. Although an increase in KRCI’s contract scope and therefore price for this phase of the project, the proposed change order does not affect the overall project budget of \$10,717,570.

IV. PROPOSED PROJECT SCHEDULE

The inspection and repair work is duration is not anticipated to exceed 15 working days with completion by late October to early November 2019.

V. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Rob Jammerman, Public Works Director
John Ricardi, Utilities Manager
Gary Owen, City Engineer
Natalie Thresher, Contracts Coordinator
Brad Posenjak, Finance Director



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: May 28, 2020

I. SUBJECT

Project Final Acceptance and Contract Voucher approval.

II. ACTION REQUESTED

Staff recommends the City Council accept the work performed by the contractor KRCI, LLC on the Cleveland Ave. Sanitary Sewer Repair, Project No. SW19-10 and further authorize the Mayor to sign the Final Contract Voucher Certificate on behalf of the City of Wenatchee.

III. OVERVIEW

The project involved the replacement of the existing sanitary sewer main line in Cleveland Ave. between Washington Street and King Street. The City became aware of the collapsed sewer after sewer backups occurred at the Christopher House, an adult residential care facility located at 100 S. Cleveland Ave. Once informed of the backups, the City performed a video inspection of the main line and determined that the 1910 era vitrified clay pipe was fractured along its length south of Washington and had completely collapsed for a distance of approximately 80 feet.

The City issued an emergency call for bids pursuant to the RCW 39.04.280 exemption to competitive bidding requirements. Calls were made to each contractor that had performed sewer construction for the City within the previous calendar year. While not specifically required by the RCW, it was decided that such a bid solicitation method would yield the best cost value to the utility while addressing the immediate need for the repair work and meeting.

IV. FISCAL IMPACT

Funds in the amount of \$200,000 per year for emergency sewer repair are identified in the Sewer Comprehensive Plan. The 2020 budget allocated \$400,000 for planned repairs in both 2nd Street and Thurston Ave where collapses are also known to exist. That amount represents the allocation for both 2019 and 2020 sewer repair efforts. With the impacts to the Christopher House, utilization of some of those funds for the emergency work was appropriate.

The Engineer's estimate for the Cleveland sewer repair work was \$86,800 with \$80,000 allocated to construction activities. The construction bid amount was \$77,343.40. With

revisions to the site work and materials, the final construction contract price, including all change orders, amounted to \$73,947.87. Total project expenditures after design and construction are \$85,951.81. The funding source is the Sewer Utility Fund #405.

V. PROJECT SCHEDULE

The bid solicitation was made on December 31, 2019 with three contractors responding. KRCI, LLC provided the lowest bid, and the contract was executed on January 3. Work proceeded through January and all work, including change orders, was completed in February of 2020. The Project is Physically Complete and the repaired section of sewer is active.

VI. REFERENCE(S)

Final Contract Voucher
Agenda Report 2019-73

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director
Rob Jammerman, Public Works Director
Jacob Huylar, Engineering Services Manager
Gary Owen, City Engineer

City of Wenatchee
Cleveland Ave. Sanitary Sewer Repair

January 2020
Contract Forms



City of Wenatchee
Department of Public Works

Final Contract
Voucher Certificate

Contractor KRCI, LLC			
Street Address 125 SE McGee St.			
City East Wenatchee	State WA	Zip 98802	Date May 18, 2020
City Project Number SW19-10		Federal-Aid Project Number N/A	Highway Number
Job Title Cleveland Ave. Sanitary Sewer Repair			
Date Work Physically Completed February 14, 2020		Final Amount \$73,947.87	

Contractor's Certification

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

SUSAN KING
Notary Public
State of Washington
My Commission Expires
May 25, 2022

Contractor Authorized Signature Required
Pat King
Type Signature Name

Subscribed and sworn to before me this **18th** day of **May** 2020

X
Washington,

Notary Public in and for the State of

residing at **East Wenatchee, WA**

City of Wenatchee

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

Mayor/or Designee

Date of Acceptance

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

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

SUBJECT: Cleveland Avenue Sanitary Sewer Repair - Project No. SW19-10
Authorization to Award Construction Contract to KRCI, LLC

DATE: January 3, 2020

MEETING DATE: January 9, 2020

I. OVERVIEW

Located within the downtown Historic District, The Christopher House is an adult care facility that provides a residential style environment for those with developmental disabilities and/or mental illness. At the end of 2019, the facility experienced a sanitary sewer backup into its lower level. Upon investigation with a CCTV equipped sewer line camera, City crews were able to determine that the 1910-era VCP sanitary sewer had experienced severe cracking resulting in a blockage that caused the backup. In response, crews jetted and cleaned the sewer main line in Cleveland. Replacement of the pipe was fast-tracked and plans were made to advertise the replacement of the pipeline for bid as a CIP for construction in early 2020.



In late December, the sewer once more backed up into Christopher House. After cleaning and hydro-vacuuming the pipe again, additional video inspection showed further deterioration of the pipe to the point of structural collapse in multiple locations such that its replacement was deemed to be an emergency that could not be delayed further. As such, and in accordance with RCW 39.04.280, the City proceeded to waive the standard competitive bidding advertisement period and directly solicit quotes from the four public utility contractors that had performed sewer related work for the City over the last calendar year.

In order to minimize the costs associated with the emergency repair work, the planned project was reduced in scope to entail only the replacement of approximately 80 linear feet of pipe, side sewer service, and patching of the concrete pavement while still addressing the problem of the localized sewer failure. After a brief onsite consultation on New Year's Eve, three of the contractors solicited – KRCI, J&K Earthworks, and Pipkin Construction provided quotes for the work on January 2. The cost estimates ranged from \$77,343.40 to \$92,042.44 with KRCI, LLC being the low bidder. KRCI was given the notice to proceed on January 3 with construction to begin on Monday, January 6.

II. ACTION REQUESTED

Staff recommends the City Council approve the award of the contract for emergency repair of the Cleveland Avenue Sanitary Sewer, Project SW19-10 to KRCI in the amount of \$77,343.40 and further authorize the Mayor to sign the construction contract.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

III. FISCAL IMPACT

Although not specifically included in the 2019 or 2020 Budgets, the project will be funded through the Emergency Sewer Repair Program (via CPN 1909) from Fund 405 - Sewer.

Emergency Repair Project Budget

Description	Amount
Design	2,000
In House Management	2,000
Construction & Surveying	80,000
Construction Engineering	2,000
Art Fund	800
Total Project Cost	86,800

IV. PROPOSED PROJECT SCHEDULE

Notice to Proceed was given on January 3 with construction beginning on Monday January 6. The work is anticipated to take approximately 10 working days and be complete by mid-January. A second phase is anticipated to replace the remainder of the old clay pipe in Cleveland that has deteriorated and fractured, albeit not to the same extent as the current collapse. That work is expected to occur in late spring to early summer of 2020.

V. REFERENCE(S)

Bid Tabulation

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Rob Jammerman, Public Works Director
John Ricardi, Utilities Manager
Gary Owen, City Engineer
Natalie Thresher, Contracts Coordinator
Brad Posenjak, Finance Director

**COUNCIL AGENDA REPORT
ECONOMIC DEVELOPMENT DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Matt Shales, Development Project Manager

SUBJECT: North Wenatchee Avenue Building Demolition
Final Acceptance #1712

DATE: May 20, 2020

MEETING DATE: May 28, 2020

I. OVERVIEW

The North Wenatchee Avenue Building Demolition consisted of removing two buildings, removal of a remnant building foundation, heating oil storage tank, and other property improvements. This work was an important step in allowing the Mckittrick Signal and North Columbia Avenue road projects to progress. All work consistent with the North Wenatchee Redevelopment Project 1712 and the Mckittrick & Wenatchee Avenue Signal Project 0623.

The City Council awarded the project to Ascendent LLC on October 24, 2019 for a contract total of \$269,065.06. The project was physically complete as of January 30, 2020, and the final amount paid to Ascendent LLC was \$288,768.96. The increase in contract cost is due to additional property clean-up of fencing, debris from previous owner, and overgrown landscaping on adjacent North Wenatchee Redevelopment property.

II. ACTION REQUESTED

Staff recommends the City Council accept the work performed by the contractor, Ascendent LLC, on the North Wenatchee Avenue Building Demolition, City Project No. 1712, and further authorize the Mayor to sign the Final Contract Voucher.

III. FISCAL IMPACT

Financial Impact covered by the following project funds.

- Mckittrick and Wenatchee Avenue Signal (Fund 109) - \$98,449.96
- North Wenatchee Redevelopment (Fund 304) - 190,319.00

V. REFERENCE(S)

1. Final Contract Voucher

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Gary Owen, City Engineer
Brad Posenjak, Finance Director
Laura Merrill, Executive Services Director
Natalie Thresher, Contracts Coordinator



**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor Ascendent, LLC			
Street Address PO Box 1150			
City Sumner	State WA	Zip 98390	Date May 7, 2020
City Project Number 1712	Federal-Aid Project Number STPUS-5825(005)	Highway Number N/A	
Job Title North Wenatchee Avenue Building Demolition			
Date Work Physically Completed January 30, 2020		Final Amount \$288,768.96	

Contractor's Certification

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

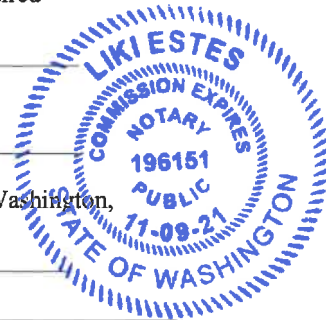
Heather Eskes
Contractor Authorized Signature Required

Heather Eskes
Type Signature Name

Subscribed and sworn to before me this 13th day of May 2020

X *[Signature]* Notary Public in and for the State of Washington,

residing at Puyallup, WA



City of Wenatchee

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

X _____
Mayor/or Designee

Date of Acceptance



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Steve Smith, City Attorney
Rob Jammerman, Public Works Director

MEETING DATE: May 28, 2020

I. SUBJECT

Option to Purchase and License to Enter to conduct exploratory well drilling between GBI Holding Co., and the City of Wenatchee.

II. ACTION REQUESTED

Staff recommends that the City Council review the Option to Purchase and License to Enter Agreement with GBI Holding and authorize the Mayor to sign the Agreement.

III. OVERVIEW

The details regarding the proposed Option to Purchase and License to Enter Real Property are as follows:

- A. The Chelan-Douglas Regional Water System has been exploring additional water sources south of Wenatchee to supplement its current water supply and provide water system redundancy in case of a loss of service from the existing regional wells located north of the Wenatchee adjacent to Lincoln Rock State Park.
- B. GBI Holding Co., owns real property that has been identified as a possible new source for the Chelan-Douglas Regional Water System water wells.
- C. The City and GBI agreed to enter into the attached Agreement to protect their interests moving forward with drilling and development of new municipal water wells.
- D. Within three days of execution of this Agreement the City shall make payment to GBI in the amount of \$25,000.00 for the granting of the option and the license to enter real property described in the Agreement.
- E. If the City exercises the option to purchase all or a portion of the property, the \$25,000.00 paid to execute this agreement will be credited toward the purchase price of the property.

Memorandum to Mayor Kuntz
May 28, 2020
Page 2

IV. FISCAL IMPACT

The \$25,000.00 payment to GBI Holdings will come from the Regional Water Budget 415.

V. PROPOSED PROJECT SCHEDULE

NA

VI. REFERENCE(S)

1. Map of the GBI property and the proposed well drilling sites
2. Option to Purchase and License to Enter Real Property

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director
Jessica Shaw, Environmental Manager
Terry O'Keefe, Assistant Utility Manager

Agenda Report No. 2020-014

Return Address:

City of Wenatchee
P.O. Box 519
Wenatchee, WA 98807

OPTION TO PURCHASE AND LICENSE TO ENTER REAL PROPERTY

Reference numbers of related documents: N/A

Grantor:

1. GBI Holding Co.

Grantee:

1. City of Wenatchee

Legal Description:

1. Lot 15; ptn. Lot 16; Blk 3, Gulick's Orchard Tracts, Chelan County, Washington.

Assessor's Property Tax Parcel Account Number(s): 22-21-26-595-115; 22-21-26-595-110;
22-21-26-595-120; 22-21-26-595-125; and 22-21-26-595-130

WHEREAS, the City of Wenatchee, a municipal corporation of the State of Washington (the "City"), is the lead entity for the Chelan-Douglas Regional Water System; and

WHEREAS, the Chelan-Douglas Regional Water System is exploring additional water sources to supplement its current water supply for the growing needs within its benefit area; and

WHEREAS, GBI Holding Co., a Washington corporation, ("GBI"), owns real property that has been identified as a possible new source for Chelan-Douglas Regional Water System water wells; and

WHEREAS, the City has threatened involuntary condemnation of the real property described herein and this Option to Purchase and License to Enter Real Property (the "Agreement") and the potential sale contemplated herein is made under threat of condemnation; and

WHEREAS, GBI and the City desire to enter into this Agreement to protect their interests moving forward with drilling and development of new municipal water wells.

OPTION TO PURCHASE

Page 1

AGREEMENT

Now, therefore, in consideration of payment to GBI by the City of Twenty-Five Thousand and No/100 dollars (\$25,000.00), which shall be due within three (3) days of the execution of this Agreement, as consideration for the granting of the option and the license to enter real property identified herein, GBI hereby grants to City a license to enter upon the following real property (the "License") for the purposes referenced herein in addition to the exclusive option (the "Option") to purchase the following described real property situated in Chelan County, Washington on the terms and conditions set forth herein:

See Exhibit "A" attached hereto and incorporated herein by this reference. (the "Property").

SECTION ONE

Price and Terms of Payment of Option

The City may exercise the Option in whole (as to the entire Property) or in part (as to a portion of the Property broken down by Assessors Property Tax Parcel Account Number). If the City's exercise of the Option is partial (as to a portion of the Property), the City's notice of exercise shall designate the portions of the Property to be purchased, with the ultimate acreage and boundaries to be determined by survey; provided that such boundaries and property designation shall not unreasonably interfere with the use and/or development of the remaining portions of the Property to be retained by GBI and further provided that the parties agree to cooperate with each other to agree upon a reasonable location for an access easement and road, with slopes and fill, for the purpose of accessing the portion of the Property being purchased by the City. Any such access road agreed upon by the parties shall be constructed at the expense of the City and the City shall be responsible for future maintenance of such road. If the City exercises the Option, the purchase price for the Property (or the portion of the Property designated by the City) shall be equal to the agreed fair market value of the Property (or the portion of the Property designated by the City), provided that in any event the purchase price shall be at least Fifteen Thousand and No/100 dollars per acre of the Property (or the portion of the Property designated by the City) (\$15,000.00 per acre). If the parties cannot agree on the fair market value of the Property (or the portion of the Property designated by the City), then Pacific Appraisal Associates, PLLC of Wenatchee, WA shall appraise the fair market value of the Property (or the portion of the Property designated by the City) and the purchase price shall be the appraised value of the Property (or the portion of the Property designated by the City) or \$15,000.00 per acre of the Property (or the portion of the Property designated by the City) as determined by survey, whichever is greater. The \$25,000 payment by the City for the Option shall be credited toward the purchase price at closing. The purchase price shall be paid in cash by the City at closing.

SECTION TWO

Period of Option

This Option may be exercised by the City by giving written notice of exercise of the Option to GBI at: P.O. Box 598, Wenatchee, WA 98807-0519, at any time after the date of full execution of this Agreement for a period of twelve months. This Option shall terminate twelve months from the date hereof.

SECTION THREE

Title

GBI shall pay and discharge any and all financial encumbrances on the Property (or the portion of the Property designated by the City) at closing. Otherwise, GBI makes no warranties of title and the City is relying on no representations of GBI with respect to the condition of title. The City may order at City expense Title Insurance in such amount as it deems sufficient at any time.

SECTION FOUR

Escrow; Closing

Escrow shall be opened with Central Washington Title Services, Inc. of Wenatchee, Washington, within ten (10) days after exercise of this Option by the City, and an appraisal shall be ordered by the City, at the City's cost, if the parties are not able to agree on the fair market value of the Property (or the portion of the Property designated by the City). All necessary documents shall be delivered to the escrow agent and all payments required for closing, shall be made to the escrow agent. GBI and City shall execute such Escrow Instructions, not inconsistent with the terms of this Option, as may be requested by the escrow agent from time to time.

For purposes of this Agreement, "date of closing" shall be construed as the date upon which all appropriate documents are executed and the proceeds of this sale are available for disbursement to GBI. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition as available for disbursement to GBI. The sale transaction shall be closed by the escrow agent as soon as practicable, but no later than sixty (60) days after exercise of the Option by the City. The parties shall deposit with the escrow agent all instruments, documents, and monies necessary to complete the sale in accordance with this Agreement.

SECTION FIVE

Possession and Risk of Loss

GBI shall continue in possession of the Property until close of escrow, shall maintain the same in its present condition, and, except as expressly detailed herein, bear all risk of loss to the Property.

SECTION SIX

Notices

Any notice hereunder shall be given in writing to the party for whom it is intended in person or by registered mail at the following address, or such future address as may be designated in writing:

GBI:	GBI Holding Co. P.O. Box 598 Wenatchee, WA 98801
CITY:	City of Wenatchee P.O. Box 519 Wenatchee, WA 98807-0519

to any successor or assignee of either party, at the address stated in the notice of succession or assignment.

SECTION SEVEN

Assignment and Succession

This Agreement shall be binding on the successor and assigns of the parties, provided that the rights of the City under this Agreement may not be assigned without the written consent of GBI having first been obtained.

SECTION EIGHT

License/Right to Enter Land

GBI hereby grants the City a License prior to the exercise of the Option, on reasonable notice to GBI, for the City to enter on the Property herein described for the limited purpose of the making of surveys, drilling of test wells and/or municipal water wells, and discharging excess water from drilling operations and pump testing. The License shall become revocable by GBI only upon notice by the City of intent not to exercise the Option or if the City fails to exercise the Option prior to expiration within twelve months of the date hereof. Such work shall be done in a manner that causes the least possible disturbance to the possession of GBI. If the Option is not exercised by the City, the City shall restore the disturbed lands as nearly as reasonably possible to the condition immediately before the Property was entered upon by City. Test well casings will remain in place and capped per WAC 173-160-301 if agreed by both City and GBI to have future value, otherwise to be decommissioned as required by WAC 173-160-381 which generally means filling a portion of the

well and removing the top of the well casing up to five feet below the ground level. GBI will work with City on acceptable decommissioning methods within the limits defined in WAC 173-160-381.

If the Option is not exercised, City shall compensate GBI for any damage or injury to either the Property or improvements that arise out of City's work on the Property. At all times during the term of the License, the City shall maintain a liability insurance policy covering all of its operations on the Property in an amount not less than One Million Dollars (\$1,000,000.00). All premiums for such insurance shall be paid when due by the City. The City shall require each third-party contractor or agent doing work on the Property on behalf of or at the request of the City to maintain a liability insurance policy covering such contractor's or agent's operations on the Property in an amount not less than One Million Dollars (\$1,000,000.00). The City shall further require that GBI be named as an additional insured on such third-party contractor's or agent's insurance policies.

SECTION NINE

Section 1033 Exchange

The City agrees to assist GBI in structuring this transaction to qualify as a deferred gain exchange from involuntary condemnation under the terms of Section 1033 of the Internal Revenue Code, and the City shall sign such documents and/or assignments as may be necessary or appropriate to facilitate GBI's exchange at the request of GBI. The consideration to be paid by the City shall not be changed, the City's liability and obligation shall not be increased and the closing date shall not be extended or delayed as a result of any exchange.

SECTION TEN

Closing Costs

The sale is made under threat of condemnation so there will be no real estate excise tax assessed at closing. The City shall pay all costs related to closing the sale, including its document preparation fees, excise tax (if any is determined to be due), recording fees, escrow closing fee, the cost of title insurance, and any other costs, except that GBI shall pay for the cost of any attorney's fees it incurs for review of documents on its behalf.

SECTION ELEVEN

Hold Harmless

The City agrees that, at the sole option of GBI, the City shall defend (with counsel approved by GBI; such approval shall not be unreasonably withheld), fully indemnify and/or hold entirely free and harmless GBI from and against all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, and further including, without limitation, any and all costs associated with contamination or noncompliance with environmental laws) that are imposed on,

OPTION TO PURCHASE

paid by or asserted against GBI by reason or on account of, or in connection with, or arising out of City's process of drilling test wells or a municipal water wells or any other activities of the City and/or its employees, contractors, and agents on the Property.

SECTION TWELVE

Memorandum

The parties agree that this Agreement shall not be placed of record. Either party may execute and place of record an instrument, in recordable form, evidencing the commencement date and expiration date of this Option.

Executed this _____ day of _____, 2020.

GRANTOR:
GBI HOLDING CO.

By: _____

Its: _____

GRANTEE:
CITY OF WENATCHEE

By: _____

FRANK J. KUNTZ, Mayor

STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that _____ 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 _____ of GBI Holding Co., 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)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Frank J. 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 _____

EXHIBIT "A"

Tax Parcel No. 22-21-26-595-115

Lot 15, Block 3, Gulick's Orchard Tracts, Malaga, Chelan County, Washington, according to the plat thereof recorded in Volume 2 of Plats, page 73.

Tax Parcel No. 22-21-26-595-110

Lot 14, Block 3 Gulick's Orchard Tracts, Malaga, Chelan County, Washington, according to the plat thereof recorded in Volume 2 of Plats, Page 73

Tax Parcel No. 22-21-26-595-120

North half of Lot 16, Block 3, Gulick's Orchard Tracts, Malaga, Chelan County, Washington, according to the plat thereof recorded in Volume 2 of Plats, page 73; EXCEPT a parcel of land in Tract 16 described as follows:

Commencing at the Southwest corner of Section 26, Township 22 North, Range 21, E.W.M.; thence North 0°01'00" West along the West line of said Section 26 for 1308.9 feet; thence South 89°58'00" East for 1163.8 feet to the True Point of Beginning; thence South 42°48'00" East for 219.2 feet; thence South 0°27'00" West for 212.4 feet; thence South 72°01'30" West for 175.0 feet; thence North 63°25'30" West for 207.6 feet; thence North 31°30'30" East for 392.0 feet to the True Point of Beginning.

Tax Parcel No. 22-21-26-595-125

A parcel of land in Tract 16, Block 3, of Gulick's Orchard Tracts in the Southwest quarter of Section 26, Township 22 North, Range 21 East of the Willamette Meridian, Chelan County, Washington, more particularly described as follows:

Commencing at the Southwest corner of said Section 26; thence North 0°01'00" West along the West line of said Section 26 for 1308.9 feet; thence South 89°58'00" East for 1163.8 feet to the True Point of Beginning; thence South 42°48'00" East for 219.2 feet; thence South 0°27'00" West for 212.4 feet; thence South 72°01'30" West for 175.0 feet; thence North 63°25'30" West for 207.6 feet; thence North 31°30'30" East for 392.0 feet to the True Point of Beginning.






Tax Parcel No. 22-21-26-595-130

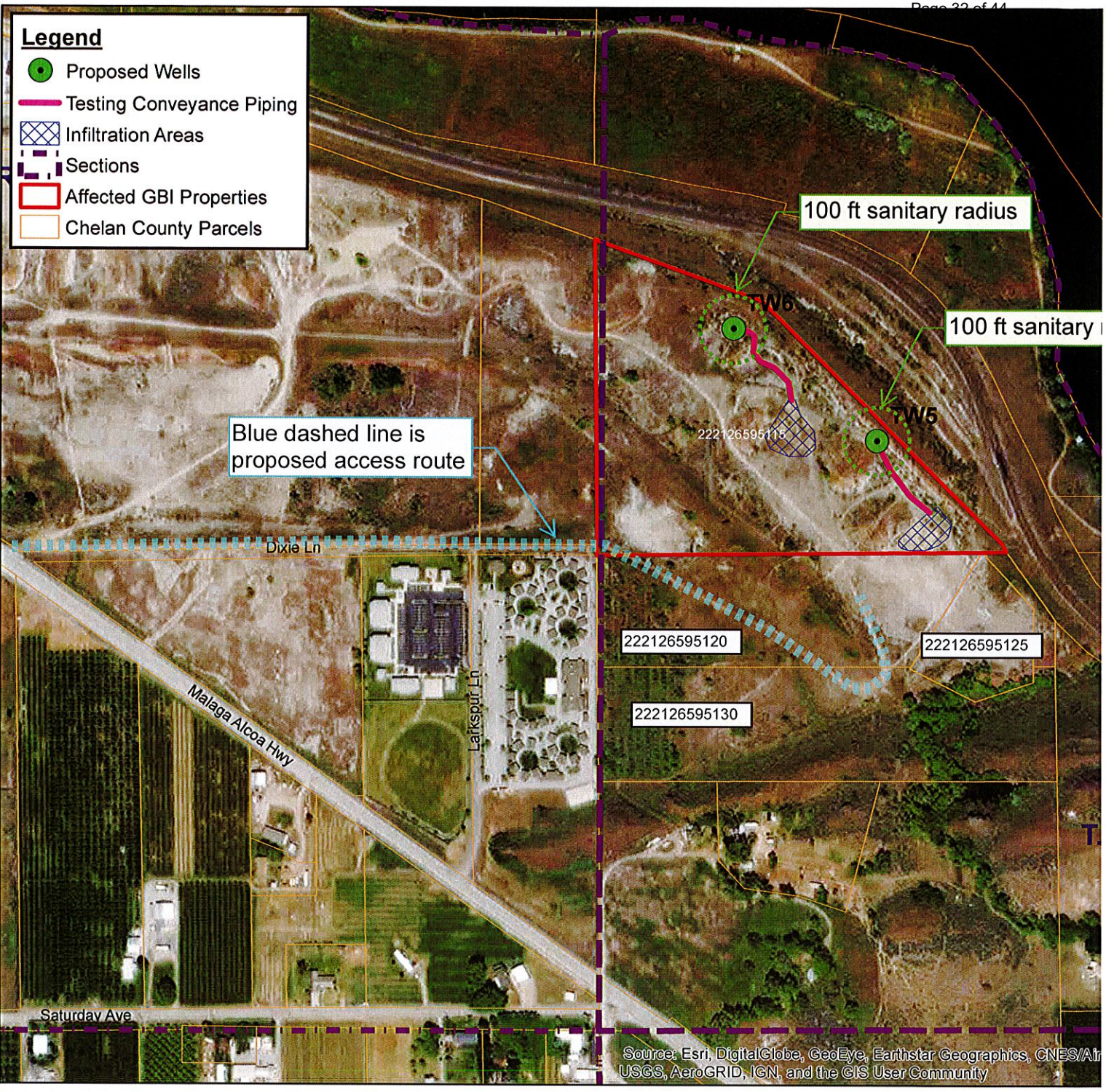
The South half of Lot 16, Block 3, Gulick's Orchard Tracts, Malaga, Chelan County, Washington, according to the plat thereof recorded in Volume 2 of Plats, page 73, EXCEPT a parcel of land in Tract 16 described as follows:

Commencing at the Southwest corner of Section 26, Township 22 North, Range 21, E.W.M., thence North 0°01'00" West along the West line of said Section 26 for 1308.9 feet; thence South 89°58'00" East for 1163.8 feet to the True Point of Beginning; thence South 42°48'00" East for 219.2 feet; thence South 0°27'00" West for 212.4 feet; thence South 72°01'30" West for 175.0 feet; thence North 63°25'30" West for 207.6 feet; thence North 31°30'30" East for 392.0 feet to the True Point of Beginning.

OPTION TO PURCHASE

Legend

-  Proposed Wells
-  Testing Conveyance Piping
-  Infiltration Areas
-  Sections
-  Affected GBI Properties
-  Chelan County Parcels



Blue dashed line is proposed access route

100 ft sanitary radius

100 ft sanitary

222126595120

222126595125

222126595130

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus, USDA, AeroGRID, IGN, and the GIS User Community



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Jacob Huylar, Engineering Services Manager
Public Works Department

A handwritten signature in blue ink, appearing to read "JH", is written over the name "Jacob Huylar" in the "FROM:" field.

MEETING DATE: May 28, 2020

I. SUBJECT

City Project 1805 – Ninth Street Parking Lot
Supplement #4 to Agreement with RH2 Engineering

II. ACTION REQUESTED

Staff recommends that the City Council approve Supplement #4 with RH2 Engineering for construction services on the Ninth Street Parking Lot and authorize the Mayor to sign the contract documents.

III. OVERVIEW

The Chelan County PUD owns the parcel at the northern corner of 9th Street and Walla Walla Avenue. The site is primarily undeveloped with the exception of a building used by the Wenatchee Row and Paddle Club (WRPC). The city desires to develop the site into paved public parking and therefore entered into an interlocal agreement with the PUD in April of 2018. The general terms of the interlocal agreement include:

- The city is responsible for design, construction, and project funding
- The PUD will own and maintain the site after project completion

Plans and specifications were developed in coordination with the PUD and WRPC. The construction contract was awarded to J&K Earthworks on April 23, 2020.

The purpose of this supplement is to add construction administration and inspection services to RH2 Engineering's contract. Staff had been delaying the decision to outsource the work until after award of the Skyline Transmission Main project. Allocation of city staff to that project as well as others necessitates the use of consultants on the Ninth Street Parking Lot.

IV. FISCAL IMPACT

This supplement increases the maximum amount payable by \$57,434.00 to a total of \$120,833.00. The city's Purchasing Policy requires City Council approval given that the total contract exceeds \$100,000.

The project is funded by the city's Local Revitalization Financing. As discussed when the construction contract was awarded, the project is tracking to be approximately 5% over the \$650,000 budget.

V. PROPOSED PROJECT SCHEDULE

Construction is scheduled to begin on July 6, 2020. The contract includes 40 working days.

VI. REFERENCE(S)

1. Consultant Supplemental Agreement
2. Project Budget

VII. ADMINISTRATIVE ROUTING

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



Transportation Improvement Board Consultant Supplemental Agreement

Agency City of Wenatchee

Project Number

Project Name 2018 – 2020 General Services

Consulting Firm RH2 Engineering, Inc.

Supplement Phase Supplement No. 4 for Task Assignment No. 2 – 9th Street Parking Lot

The Local Agency of City of **CITY OF WENATCHEE** desires to supplement the agreement entered into with **RH2 ENGINEERING, INC.**, and executed on **SEPTEMBER 26, 2018**.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include
 See attached Scope of Work, **Exhibit B**.

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

SUPPLEMENTAL COMPLETION DATE October 1, 2020

Section V, **PAYMENT**, shall be amended as follows as set forth in **Exhibit C**.

MAXIMUM AMOUNT PAYABLE \$120,833.00

EXHIBIT A						
	Original Agreement	Supplement No. 1	Supplement No. 2	Supplement No. 3	Supplement No. 4	Total
Direct Salary Cost	\$12,337.54	-	-	\$2,928.24	\$15,906.31	\$31,172.09
Overhead (including Salary Additives)	\$20,481.32	-	-	\$4,860.88	\$26,404.48	\$51,746.68
Fixed Fee	\$4,318.14	-	-	\$1,024.88	\$5,567.21	\$10,910.23
Reimbursables	\$6,189.00	-	-	\$660.00	\$957.00	\$7,806.00
Subconsultant Cost	\$10,600.00	-	-	\$0.00	\$8,599.00	\$19,199.00
Total	\$53,925.00	0	0	\$9,474.00	\$57,434.00	\$120,833.00

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


Agency Signature	Date
Consultant Signature  Paul R. Cross - Executive Vice President	Date 5/16/2020

EXHIBIT B
Scope of Work
Supplemental No. 4 for Task Assignment No. 2
City of Wenatchee
Ninth Street Parking Lot Services During Construction
May 2020

Background

The City of Wenatchee (City) is developing a lot near the intersection of Ninth Street and Walla Walla Avenue into a parking lot. The land is owned by Public Utility District No. 1 of Chelan County (District), and a portion is subleased by the Wenatchee Row and Paddle Club (WRPC). RH2 Engineering, Inc., (RH2) has prepared the parking lot design. This Scope of Work is for RH2 to provide services during construction.

Task 4 – Additional Design and Services During Bidding

Objective: Provide additional services during the project bidding phase.

Approach:

- 4.1 Prepare inadvertent discovery plan.
- 4.2 Provide additional design for stormwater treatment alternatives. Attend one (1) meeting with Chelan County Public Utility District No. 1 to discuss stormwater treatment alternatives.
- 4.3 Revise front-ends for updated advertisement and bid opening dates.
- 4.4 Incorporate additional services during bidding for SCJ Alliance as described in the attached Exhibit D.

RH2 Deliverables:

- Prepare inadvertent discovery plan in PDF format.
- Provide additional stormwater design in PDF format.
- Update front-ends in PDF format.

Task 6 – Services During Construction

Objective: Provide construction contract administration and observation services.

Approach:

- 6.1 Prepare paperwork for observation and construction documentation for the project. Set up construction files. Track, assemble, file, and maintain construction documentation. Coordinate with RH2 staff, City staff, and the contractor, and maintain RH2's project files.
- 6.2 Attend the pre-construction meeting. The City will provide the meeting agenda, minutes, and plan sets for the contractor.

- 6.3 Provide and coordinate transfer of staking data to contractor. Recommend and provide necessary revisions to the design and subsequent field staking.
- 6.4 Provide one (1) RH2 staff member onsite to provide construction observation for an average of four (4) hours per day for forty (40) working days. Prepare daily observation reports provide them to the City as requested in PDF format.
- 6.5 Coordinate with Construction Special Inspection (CSI), a materials testing laboratory (Exhibit E) to facilitate testing of earthwork, surfacing, and asphalt. Materials testing will be provided by a subconsultant to RH2 on an on-call basis.
- 6.6 Review submittals for an estimated thirty (30) work items (to include Qualified Products List, Request for Approval of Materials, and Manufacturer Certificate of Compliance) in accordance with the project plans and specifications. Maintain record of materials on a weekly basis during construction. A portion of this work will be completed by SCJ Alliance as a subconsultant to RH2 (refer to Exhibit D).
- 6.7 Review and respond to contractor requests for information (RFIs) and up to two (2) change orders. Provide finalized documents to the City and contractor.
- 6.8 Review one (1) pay estimate per month and one (1) final pay estimate for submittal to the City for processing. A total of four (4) pay estimates are assumed.
- 6.9 Assist with project closeout. Assemble project records and transfer to the City. City will prepare completion letters.
- 6.10 Prepare as-constructed record drawings from both the contractor's records and RH2's observation records.

Assumptions:

- The construction contract duration will be forty (40) working days. Work will be performed to the level of effort outlined in the attached Fee Estimate. If the need for RH2's services changes, and additional budget is needed to accommodate an increase in effort, RH2 and the City will mutually negotiate those changes.
- Construction is anticipated to begin in June 2020 and finish in August 2020. Closeout tasks will continue into late 2020.
- RH2 is not responsible for site safety, for directing the contractor in their work, or for determining means or methods.

Provided by City:

- Pre-construction meeting agenda and minutes
- Plan sets for contractor.
- Execution of pay estimates.
- Prepare project completion letters and obtain documents for release of retainage.

RH2 Deliverables:

- Maintain project files.
- Attend pre-construction meeting.
- On-site observations.
- Submittal responses in PDF format.
- RFI responses in PDF format.
- Up to two (2) change orders in PDF format.
- Review of pay estimates in PDF format.
- Project records in PDF format.
- As-constructed drawings PDF format.

EXHIBIT C

Fee Estimate

Supplemental No. 4 for Task Assignment No. 2

City of Wenatchee

Ninth Street Parking Lot Services During Construction

Apr-20

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification						
Task 4	Additional Design and Services During Bidding	19	\$ 3,006	\$ 1,035	\$ -	\$ 4,041
Task 6	Services During Construction	300	\$ 44,872	\$ 7,564	\$ 957	\$ 53,393
PROJECT TOTAL		319	\$ 47,878	\$ 8,599	\$ 957	\$ 57,434

Exhibit D

AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

Firm: Shea, Carr & Jewell, Inc (dba SCJ Alliance) ("SCJ")
Address: 8730 Tallon Lane NE, Suite 200, Lacey, WA 98516
Telephone: 360.352.1465
Fax: 360.352.1509

and

Client: RH2 Engineering, Inc. ("Client")
Address: 300 Simon St SE #5, East Wenatchee, WA 98802
Telephone: 509-886-2900
Fax: N/A
Email: awaligorski@rh2.com

The terms and provisions of the Agreement for Professional Services apply herein unless otherwise specifically revised.

Date: April 20, 2020
Project Name: 9th Street Parking Lot
Project No.: 0990.03

Amendment Description:

Additional effort to support RH2 Engineering on construction administrative tasks for the 9th Street Parking Lot project in Wenatchee. Add Phase 3 – Bidding Support & Construction Administration to cover questions and Request-for-Information (RFI) from bidders, issue addendums, substitutions and provide landscape and irrigation submittal review, process any field changes, review change orders, and Inspection of materials and methods of construction to verify compliance with construction documents and specifications.

Reason for Amendment:

Add new Phase to provide bidding support and construction administration services for the landscape and irrigation-related components of the project. Phase 06 budget to perform work described above.

Contract Price

Original Contract:	\$ 10,600 including Time & Material Services
Prior Amendments:	\$ N/A
This Amendment:	\$ 3,865.00 (add Phase 03 - \$3,865.00)
Total Contract:	\$ 14,465.00 including Time & Material Services

RH2 Engineering

SCJ Alliance

X _____

X _____

By: _____

By: Chris Overdorf, ASLA PLA _____

Title: _____

Title: Principal Landscape Architect_____

Date: _____

Date: April 24, 2020_____



1250 N WENATCHEE STE H135
 WENATCHEE, WA 98801
 www.csinw.com

Construction Special Inspection

TEL: 509.664.4843
 FAX: 509.663.8534
 CELL: 509-881-8049

April 16, 2020

RH2 Engineering,

RE: Ninth St. Parking Lot, Special Inspections and Testing:

Angi,

CSI is pleased to provide you with the following cost estimate for special testing on your project. We understand the scope of work to include testing, concrete, HMA and soil/aggregate compaction. The following tables are a breakdown of the tests and time needed to complete the required inspections and tests. Times and cost may vary depending on contractor's construction schedule.

Field Testing

The following table lists the projected number of concrete pours and time on site. The number of tests and time may vary depending on the contractor's soil and asphalt placement schedule.

Technician III: Compaction Testing	15 hrs.	@	\$65	\$975
Technician III: Concrete Testing	5 hrs.	@	\$65	\$325
Technician III: HMA Testing	6 hrs.	@	\$65	\$390
Total:				\$1,690

Laboratory Testing

The following table lists the number and types of tests that will be needed. The number of tests may vary depending on requirements.

Soil Proctor	2	@	\$145	\$290
Soil Sieve Analysis	2	@	\$75	\$150
Concrete Cylinder Strength Testing	8	@	\$20	\$160
HMA Testing: Oil, Rice, Gradation	1	@	\$175	\$175
Total:				\$775

Mileage and Travel Time:

Mileage will be charged at the rate of \$0.575 per mile. We estimate the round-trip distance from our office to be 10 miles. CSI is currently involved in projects in the area and will share the travel time and mileage whenever possible.

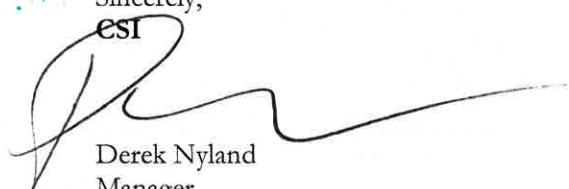
Mileage – 10 round-trips @ 10 miles ea.				
100 Miles	100 miles	@	\$0.575	\$57.50
.5 Hrs. per trip	5 hrs.	@	\$65	\$325
Total:				\$382.50

Project Administration

These costs are associated with project management and document preparation, report review and technician scheduling. Reports and test results will be emailed on a daily basis as directed by the client.

Secretarial	3 hrs.	@	\$45	\$135
Testing Manager	7 hrs.	@	\$90	\$630
Total Estimated Cost				\$3,612.50

Thank you for the opportunity to provide you with this estimate. We look forward to working with you on this and future projects. Please call if you have any questions.

Sincerely,
CSI

Derek Nyland
Manager

The total fees may be more or less than the estimate depending on project schedule, changes in the scope of services, and unanticipated work effort. If it appears the fees will exceed the estimate, Client will be notified immediately and services will be suspended until receipt of written authorization to proceed.



2020 Capital Project Budget

Date: September 6, 2019 Project Number: 1805

Project Name: Ninth Street Parking Lot Dept/Category: Public Works - LRF Project

Project Description: The City will expand the existing Linden Tree Area parking lot by converting the gravel property at the north corner of the Ninth Street and Walla Walla Avenue intersection to paved public parking.

Project Lead:	Jacob Huylar	Start Year:	2018
Assigned Department:	Engineering	End Year:	2020
Original Project Budget:	\$350,000	Total City Funding:	\$650,000
Budget Amendment:	\$300,000	Other Funding:	\$0

Project Notes:
The original \$350,000 budget is based on Chelan County PUD's Preliminary Design Alternatives Analysis which was performed in 2013. The original budget did not include a detailed breakdown of expenditures, and therefore the figures shown in the "Original Budget" column are approximate.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2020	2021	2022+	
Design Engineering	36,500	33,500	70,000				70,000
Right of Way Acquisition							
Construction Contract	300,000	210,000		510,000			510,000
Construction Engineering	13,500	51,500		65,000			65,000
Miscellaneous							
Art Fund	-	5,000		5,000			5,000
Total Project Expenditures	350,000	300,000	70,000	580,000			650,000

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2020	2021	2022+	
Fund:	307 - LRF	350,000	300,000	70,000	580,000			650,000
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
Total Project Revenues		350,000	300,000	70,000	580,000			650,000

Approved by City Council: November 14, 2019
Date