



**CITY OF WENATCHEE
PUBLIC NOTICE
Re: Wenatchee City Council Meeting
August 27, 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**.

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 27 de Agosto 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



WENATCHEE CITY COUNCIL

Thursday, August 27, 2020

Wenatchee City Hall Council Chambers

301 Yakima Street, 2nd Floor

Wenatchee, WA 98801

AGENDA

Due to the 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 and participate in the public hearings by calling (509) 888-3298, passcode 66516.

4:45 p.m. Executive Session. Executive session to discuss with legal counsel representing the city matters of potential litigation to which the city is likely to become a party when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. RCW 42.30.110(1)(i).

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:

Payroll distribution in the amount of \$57.87 for August 10, 2020

Claim checks #196001 through #196059 in the amount of \$1,812,435.16 for August 13, 2020

Payroll distribution in the amount of \$362,505.00 for August 20, 2020

Claim checks #196060 through #196113 in the amount of \$392,093.03 for August 20, 2020

Wires #1503 and #1504 in the amount of \$52,195.46 for August 25, 2020

- Motion for City Council to accept the work performed by the contractor J & K Earthworks, on City Project No. 1521 – Lewis and Clark Elementary Sidewalk Improvements, and further authorize the Mayor to sign the Final Contract Voucher.

3. Presentations.

- Childhood Cancer Awareness Month Proclamation

4. Action Items.

- A. Emergency Digester Gas Piping Repair, Project No. SW20-05
Presented by Deputy Public Works Director-Utilities Jessica Shaw
Action Requested: No action is being requested. The purpose of this agenda report is to document the basis for the emergency action and enter it into the public record.

- B. Wastewater Treatment Plant Digester #4 - Project No. 1810 - Authorization for Consultant Supplemental Agreement #2
Presented by Senior Engineer-Utilities Jeremy Hoover
Action Requested: Staff recommends the City Council authorize the Mayor to sign Consultant Supplemental Agreement #2 on behalf of the City with HDR Engineering, Inc. for additional design services for the Wastewater Treatment Plant Digester #4 - Project No. 1810.

- C. Ordinance 2020-21, updating City Code to clarify Public Art Fund procedures and calculations
Presented by Finance Director Brad Posenjak
Action Requested: Staff requests the City Council adopt Ordinance 2020-21 amending Chapters 1.48 and 1.52 WCC as related to the Public Art Program.

- D. Facility Lease between the Wenatchee Valley Museum and Cultural Center and the City of Wenatchee
Presented by Operations Manager Aaron Kelly
Action Requested: Staff recommends the City Council approve the lease between the Wenatchee Valley Museum and Cultural Center and the City of Wenatchee and authorize the Mayor's signature.

5. Reports.

- a. Mayor's Report

- b. Reports/New Business of Council Committees

6. Adjournment.



WENATCHEE CITY COUNCIL

Thursday, August 13, 2020

Wenatchee City Hall Council Chambers

301 Yakima Street, 2nd Floor

Wenatchee, WA 98801

MINUTES

Present: Mayor Frank Kuntz, Councilmember District 1 José Cuevas, Councilmember District 2 Jim Bailey, Councilmember District 3 Ruth Esparza, Councilmember District 4 Travis Hornby, Councilmember District 5 Mark Kulaas, Councilmember At-Large “A” Linda Herald, Councilmember At-Large “B” Keith Huffaker

Staff Present: Executive Services Director Laura Merrill, Assistant City Attorney Danielle Marchant (via phone); City Clerk Tammy Stanger; IS Support Jesse Saucedo, Public Works Director Rob Jammerman, Community Development Director Glen DeVries, Facilities Manager Elisa Webb, Operations Manager Aaron Kelly

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Frank J. Kuntz called the regular meeting to order at 5:15 p.m. Councilmember Keith Huffaker led the Pledge of Allegiance. All Councilmembers were present.

2. Consent Items:

Motion by Councilmember Travis Hornby to approve agenda, vouchers, and minutes from previous meetings, and for City Council to accept the work performed by the contractor, Black Forest Finishing, on City Project No. SW18-07 – On-Call Concrete Flatwork, and further authorize the Mayor to sign the Final Contract Voucher. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).

3. Action Items.

A. Wenatchee City Hall Redevelopment – Project No. 1716 Bid Rejection

Facilities Manager Elisa Webb and Operations Manager Aaron Kelly presented the staff report. Council asked questions and commented.

Motion by Councilmember Jim Bailey for the City Council to reject all bids received for the Wenatchee City Hall Redevelopment – Project 1716. Councilmember Ruth Esparza seconded the motion. Motion carried (7-0).

- B. An amendment of the City budget for two funding changes to the Chelan-Douglas Homeless Program.

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

Motion by Council Member Linda Herald for City Council to accept a new grant award of \$642,636 by the Washington State Department of Commerce to the City of Wenatchee for the design, development, and operation of a regional low-barrier emergency shelter, and to approve a funding increase amendment to the existing CARES Emergency Solutions Grant (ESG-CV) between the Washington State Department of Commerce and the City of Wenatchee. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

Motion by Councilmember Linda Herald for the City Council to accept the Chelan-Douglas Homeless Housing Task Force's recommendations and authorize the Mayor to: enter into a new grant agreement between the Department of Commerce and the City of Wenatchee for the Low-Barrier Shelter Grant; enter into an amended agreement to increase the funding for the existing CARES Emergency Solutions Grant (ESG-CV) between the Department of Commerce and the City of Wenatchee; enter into an amended agreement for the existing ESG-CV Rapid Rehousing subgrant agreement with the Community Action Council to increase funding as recommended by the Chelan-Douglas Homeless Housing Task Force; and enter into new ESG-CV subgrantee agreements with Chelan Valley Hope, the Community Action Council, the People's Foundation, and the Women's Resource Center as recommended by the Chelan-Douglas Homeless Housing Task Force. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

4. Public Hearing Items.

The Mayor called the public hearing to order and explained the public hearing process.

- C. Resolution 2020-24 approving a Development Agreement between the City of Wenatchee and Roland and Dianna Wheeler

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 Travois Hornby for City Council to approve Resolution 2020-24 adopting the Development Agreement between the City of Wenatchee and the Wheeler's and authorizes the Mayor to sign the agreement. Councilmember Ruth Esparza seconded the motion. Motion carried (7-0).

5. Reports.

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

1. The Mayor congratulated Councilmember Linda Herald in receiving the Advanced Certificate of Municipal Leadership from the Association of Washington Cities!
2. He announced that Randy Lewis will be receiving the Peace & Friendship Award from the Washington State History Committee.
3. He announced the receipt of a letter from the Washington State Department of Ecology that the Waste Water Treatment Plant had received another perfect score for 2019.
4. On the finance side of things, he stated that the Chelan-Douglas Transportation Council has agreed to allocate between \$800,000 - \$1 million for the McKittrick project, and whatever is left from the East Wenatchee Ninth Street intersection project. The Port has allocated \$175,000 towards the environmental study for Confluence Parkway. He is meeting with the Link board next week and has asked for \$350,000.
5. He reported that the jail has asked for an almost 100% increase for 2021, staff is preparing a letter to go out this week to the jail in response.
6. Councilmember Linda Herald has a conflict in serving on the Community Action Council Board. Councilmember Jim Bailey has agreed to serve in her place.
Motion by Councilmember Linda Herald to appoint Councilmember Jim Bailey as the representative to the Chelan-Douglas Community Action Council Board. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).
7. There has been a recent citizen complaint about the beekeeping ordinance. Code Enforcement had responded to the complaint not long ago and the beekeeping neighbor was found to be compliant with the city code. There have been no other complaints in the city about beekeeping. There has also been a recent citizen complaint about pygmy goats, and a petition in support of revising the city code related to "farm animals" in the city. Both of these matters would need to be revisited by the Planning Commission. Community Development Director Glen DeVries said that the Planning Commission has a lot on their plate at this time, and if needed they could revisit the matters next year sometime.
8. City Clerk Tammy Stanger played a video from Sister City Misawa, who wished us well and look forward to seeing us next year for the 40th anniversary of the Sister-City relationship.

b. Reports/New Business of Council Committees

Councilmember Mark Kulaas said that Chief Steve Crown and East Wenatchee Chief Rick Johnson were invited to Rotary (via zoom) last week, and he was really pleased at how well Chief Crown represents us in a grounded approach, and both Chiefs were very well received.

Councilmember Linda Herald attended the Homeless Task Force meeting this week. The task force is looking for support for HB 1590 (sales tax). The task force is also looking at possibilities for areas for a low-barrier shelter.

6. Adjournment. With no further business, the meeting adjourned at 6:12 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy Stanger, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Charlotte Mitchell, Capital Projects Manager
Formerly of the Public Works Department

MEETING DATE: August 27, 2020

I. SUBJECT

City Project 1521 Lewis and Clark Elementary Sidewalk Improvements
Final Acceptance

II. ACTION REQUESTED

Staff recommends that the City Council accept the work performed by the contractor, J & K Earthworks, on City Project No. 1521 – Lewis and Clark Elementary Sidewalk Improvements, and further authorize the Mayor to sign the Final Contract Voucher.

III. OVERVIEW

This project installed sidewalk, sewer main, bike lanes, RRFB, illumination, curb bulb outs, and repaved along the east side of Lewis and Clark Elementary School on Princeton Avenue.

IV. FISCAL IMPACT

The City Budget allocated funding based on the “Budget” column below. The “Contracted Work” column shows the final amounts billed by the contractor.

Fund	Budget	Contracted Work
City Funding	\$511,590.00	\$501,439.00
State and Federal Funding	\$232,800.00	\$232,800
Interlocal Agreement with WSD #246	\$144,440.00	\$73,084.83
Total:	\$888,830.00	\$807,323.83

VI. REFERENCE(S)

1. Final Contract Voucher

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Jacob Huylar, Engineering Services Manager
Natalie Thresher, Contracts Coordinator



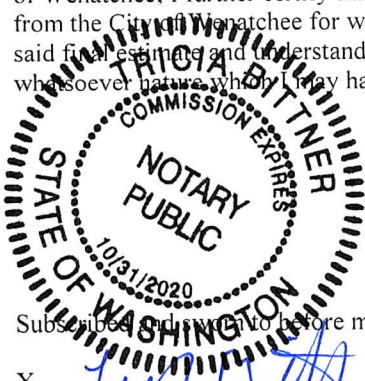
**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor J & K Earthworks			
Street Address 5593 Nature Shores			
City Rock Island	State WA	Zip 98850	Date 12/09/2019
City Project Number 1521	Federal-Aid Project Number FA No. SRTS-5807(001)	Highway Number NA	
Job Description (Title) Lewis and Clark Elementary Sidewalk Improvements			
Date Work Physically Completed September 10, 2018		Final Amount \$807,323.83	

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.



Kurt Davis
Contractor Authorized Signature Required
Kurt Davis
Type Signature Name

Subscribed and sworn to before me this 09 day of December 2019

X Jan Bittner Notary Public in and for the State of Washington,
residing at Chelan County

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

PROCLAMATION

WHEREAS, pediatric cancer is the leading cause of death by disease in children;
and

WHEREAS, 1-in-285 children in the United States will be diagnosed by their 20th
birthday; and

WHEREAS, 80 percent of childhood cancer cases are diagnosed only after the
disease has metastasized and spread to other parts of the body; and

WHEREAS, two-thirds of childhood cancer patients will have long-lasting chronic
conditions as a result of the treatment they go through; and

WHEREAS, there has been a twenty-four percent increase in pediatric cancer
cases over the last forty years, equal to forty-three children per day or 15,780
children a year diagnosed with cancer in the United States; and

WHEREAS, the National Cancer Institute recognized the unique research needs of
childhood cancer and increased funding to conduct this research; and

WHEREAS, researchers and healthcare professionals work diligently to dedicate
their expertise to treat and cure children with cancer; and

WHEREAS, too many children are affected by this deadly disease and more must
be done to raise awareness and find a cure for all childhood cancers;

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee do hereby
declare September 2020 to be Childhood Cancer Awareness Month in the City of
Wenatchee, and I encourage all people in our city to join me in this special
observance.



IN WITNESS WHEREOF, I have caused the
seal of the City of Wenatchee to be affixed
on this 27th day of August, 2020.

FRANK J. KUNTZ, Mayor



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Jessica Shaw, Deputy Public Works Director-Utilities
Public Works Department

MEETING DATE: August 27, 2020

I. SUBJECT

Emergency Digester Gas Piping Repair, Project No. SW20-05

II. ACTION REQUESTED

No action is being requested. The purpose of this agenda report is to document the basis for the emergency action and enter it into the public record.

III. OVERVIEW

The solids handling area is on the north end of the wastewater treatment plant near Riverside Drive and includes three digesters, large tanks for breaking down the solid waste. During the solid treatment process, biogas is produced. This gas is extremely corrosive and flammable. The biogas is used in the boiler to heat the digesters and any excess gas is burned in the flare.

On Monday, August 3rd, staff confirmed that a section of gas piping that carries biogas from the digesters was mostly plugged causing a biogas leak. The leak was reported to the Washington State Department of Ecology that same day as required under the City's air quality permit. Emergency action was approved by the Mayor to proceed with immediate repairs to the gas piping.

KRCI had completed similar work at the wastewater treatment plant in 2010 and 2014. They arrived on site on August 3rd and began developing a plan to temporarily bypass the problem piping. Parts were not readily available and had to be shipped. On August 7th, all of the parts arrived and the temporary bypass was installed. Gas flow from the digesters immediately improved and the gas leak stopped.

The contract with KRCI has been completed and the old piping has been removed. The new pipe and fittings are expected to arrive the week of August 24th and installation should be completed by the end of August.

IV. FISCAL IMPACT

The estimated cost of the temporary bypass and replacement of the gas piping from the digesters to the gas compressor room is \$91,900.

V. PROPOSED PROJECT SCHEDULE

Work started on August 3rd and is expected to be complete by the end of August.

VI. REFERENCE(S)

1. Contract for Emergency Digester Gas Piping Repair

VII. ADMINISTRATIVE ROUTING

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

CONTRACT

THIS AGREEMENT, made and entered into this 12th day of August, 2020, between the CITY OF WENATCHEE, a Municipal Corporation of the State of Washington, and **KRCI, LLC**, hereinafter called the Contractor; WITNESSETH:

That in consideration of the payments, covenants, and agreements hereinafter mentioned and attached and made a part of this agreement to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

1. The contractor shall do all work and furnish all tools, materials, and equipment for City of Wenatchee Project **SW20-05-WWTP Digester Repair**, in the amount of **Ninety-one thousand nine hundred dollars and zero Cents (\$91,900.00)** in accordance with and as described in the attached plans and specifications and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if set forth at length, and shall perform any alterations in, or additions to, the work covered by this contract and every part thereof and any force account work which may be ordered as provided in this contract and every part thereof.

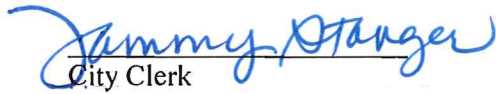
The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences, and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as mentioned in the specifications to be furnished by the City of Wenatchee.

2. The City of Wenatchee hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The City further agrees to employ the Contractor to perform any alterations or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

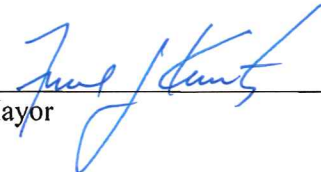
3. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided for herein.
5. Contractor agrees that he shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The contractor shall be required to submit evidence of compliance with this section as part of the bid.

IN WITNESS WHEREOF the said parties and each of them have caused these presents to be duly executed by its proper officers and in the proper person or persons, the day and year first above written.

ATTEST:


City Clerk

CITY OF WENATCHEE
A Municipal Corporation


Mayor

KRCI LLC
Contractor

By 
Pat King/President
Printed Name/Title



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Jeremy Hoover, P.E., Senior Engineer, Utilities
Department of Public Works

MEETING DATE: August 27, 2020

I. SUBJECT

Wastewater Treatment Plant Digester #4 - Project No. 1810
Authorization for Consultant Supplemental Agreement #2

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to sign Consultant Supplemental Agreement #2 on behalf of the City with HDR Engineering, Inc. for additional design services for the Wastewater Treatment Plant Digester #4 - Project No. 1810.

OVERVIEW

The most recent version of the Wastewater Treatment Plant (WWTP) facilities plan (2016) identified, among other items, the need for additional biosolids stabilization via a new anaerobic digester. The need for additional digestion and augmentation of the anaerobic process train was also identified in previous facilities plans dating back to 2003 with the need for a fourth digester required being necessary by plan year 2025. The new Digester 4 will act as both a parallel and redundant treatment element in the overall plant operational process allowing for current and future additional solids treatment as well as provide the necessary redundancy to properly maintain existing facilities.

Based on these conditions, the following observations, determinations, and actions were made:

- The plant is currently experiencing more frequent disruptions and off-gassing due to the aging digestors and associated facilities whose construction dates back to as far as 1953 and cannot be taken out of service for maintenance.
- Recent failure of the digester gas piping system has occurred. This breakage is due, in large part, to the quality of the digester gasses as well as the age of the pipe run that failed.
- Installation of a new digester and associated equipment is essential for the ability of the WWTP to continue effectively treating the City's sewage load and maintain permit compliance.
- In April of 2019, the City executed a Professional Services Agreement with HDR Engineering for investigation and assessment activities for the existing facility along with design services necessary to construct and bring online the new Digester #4 and its related control elements.

- Preliminary evaluations made obvious the need for relocation of several pieces of equipment into a separate digester control building to contain this equipment in an area not exposed to explosive bio-gas and comply with the criteria set forth in NFPA 820.
- As this new structure was not included in the original consultant scope of services, the City approved Contract Agreement #1 for \$249,437 in January 2020. Design of the improvements was then taken to the 30% completion level.
- Relocation and rehabilitation of the burner control cabinetry will be necessary to accommodate access to the new digester control building.
- Settlement of the Waste Gas Burner has become more pronounced. Installation of foundation support improvements are necessary to mitigate the observed settling.
- Newer technologies, such as rotary drum thickeners, offer significant advantages in both energy efficiency as well as independent primary and secondary sludge processing.
- Energy efficiency is a consideration in equipment selection. There are opportunities to receive some funding from the PUD towards the purchase of various energy saving technologies such as the RDT's and linear motion mixers.
- As a new boiler is required in order to heat the new digester, a package boiler/heat exchanger capable of operating on lower pressure, poor quality gasses as well as on natural gas will be installed in the new structure.

Together, these developments, along with other ancillary improvements that go with new equipment controls and piping, require further design effort for which HDR is requesting additional compensation in the form of Supplemental Agreement #2 in the amount of \$200,990.41. That will bring the total design contract value to \$1,225,428.75.

IV. FISCAL IMPACT

This project was included in the 2020 CIP budget. It will be funded by Fund 405 - Sewer. Furthermore, the City is planning to apply for a loan through the Clean Water State Revolving Fund (CWSRF) to assist in the financing of the improvements. The CWSRF program provides low-interest principal loan funding for wastewater treatment construction projects. Interest rates associated with this type of financing mechanism tend to be less than standard bond issue rates and do not have an adverse on the overall bond rating. Should those funds be made available, a repayment period of 20 years would be anticipated.

Project Budget

Approved Budget 2020	
Task	Amount
Design Engineering	\$1,024,438
Construction	\$ 8,600,000
Construction Engineering	\$ 150,000
Art Fund	\$ 86,000
TOTALS	\$ 9,860,438

Amended Budget	
Task	Amount
Design Engineering	\$ 1,301,000
Construction	9,460,000
Construction Engineering	\$ 189,200
Art Fund	\$ 94,600
TOTALS	11,044,800

V. REFERENCE(S)

PW Agenda Report 2019-17 Authorization to Negotiate Design Services
PW Agenda Report 2019-71 Consultant Supplemental Agreement #1
Consultant Supplemental Agreement #2 (attached)

VI. ADMINISTRATIVE ROUTING

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



CONTRACT AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICES AGREEMENT Wastewater Treatment Plant Digester 4 – Project No. 1810

This Contract Amendment Number 2 dated this _____ day of August, 2020, is entered into by and between the City of Wenatchee, a municipal corporation, herein called the "City," and **HDR Engineering, Inc.**, whose address is **1401 E. Trent Ave., Suite 101, Spokane, WA** hereinafter the "Consultant":

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the Consultant on April 29, 2019 for professional engineering design services on the **Wastewater Treatment Plant Digester 4** Project; and

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

WHEREAS, the Consultant is qualified, willing, and able to provide and perform the services, if any, as described in this Contract Amendment Number 2; and

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

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

I. SERVICES BY CONSULTANT

All services and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely in accordance with professional standards of conduct and performance. The Consultant agrees to accomplish additional services as described in Exhibit A.

II. COMPENSATION

- A. Compensation for completion of the additional services, if any, shall not exceed \$ 200,990.41 as described in Attachment A.
- B. The total contract amount, including the Professional Services Agreement for \$774,901.23, Contract Amendment Number 1 for \$249,537.11, and this Contract Amendment Number 2 for \$200,990.41, shall not exceed \$1,225,428.75.
- C. The above fees include all labor, materials, and expenses for completion of the work.

III. EXTENT OF AGREEMENT/MODIFICATION

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

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

CONSULTANT:

By: *Karen Doherty*

Print Name: Karen Doherty

Date: 8/20/2020

CITY OF WENATCHEE:

By: _____

Frank Kuntz, Mayor

Date: _____

City of Wenatchee

**Wastewater Treatment Plant Digester 4
Design, Permitting, Bid Support,
Construction,
and Startup/Commissioning Services**

Amendment 2

Exhibit A: Scope of Services

July, 2020

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EXHIBIT A

SCOPE OF SERVICES

Background

After finishing the 30-percent design HDR has completed a detailed review of the remaining effort to bring the project to completion. The remaining work in the project and new items to add to the existing scope of the project have been recognized by the City as crucial to the future functionality of the Digester 4 project. The scope items in this Amendment 2 Scope of Services include the effort to execute the design effort through to final bid documents.

This scope of services outlines the engineering activities, project assumptions, and deliverables for an amendment to the design of Digester 4 and related facilities for the following new scope activities:

1. A commercial interior drive access from the Riverside Drive side of the new mechanical building, approximately 28 feet wide. The drive will provide vehicular access to the north side of the proposed mechanical building and connect to the existing driveway system on the eastern side of the existing solids handling building. Stormwater from the proposed driveway must be kept on site for both treatment and disposal.
2. The existing Waste Gas Burner (WGB) foundation requires additional support to keep the flare in working order. The controls for the WGB must be relocated to accommodate a new driveway system.
3. A change was made from the original scope for design of a Screw Press for dewatering, replacing it with the addition of a second Rotary Drum Thickener for thickening either primary sludge or thickened waste activated sludge (TWAS). This requires modifications to process piping, modeling and placement of a new process unit, process and instrumentation diagram (P&ID) changes and redirection of the design team.

Additionally, this scope of services includes additional effort identified following completion of the 30-percent design to advance the items from the original scope of services and Amendment 1 from their current status to final bid documents.

Project Assumptions:

Project assumptions from the original scope apply except as noted below.

1. Stormwater Assumptions:
 - a. The new stormwater system is able to drain by gravity into the existing WWTP storm system without the need for pumping.
 - b. A Temporary Erosion and Sediment Control plan will also be created.
 - c. A stormwater report will not be required.
 - d. Stormwater design criteria will be governed by the Stormwater Management Manual for Eastern Washington.
2. The existing foundation for the WGB appears to be slightly rotated. Efforts have been made to keep the WGB level. It is assumed that the WGB may need to be relocated to a new foundation. The foundation will be designed with the existing soils information. In addition, the WGB controls must be relocated nearby to avoid the new drive surface.

3. The design for a new Screw Press identified in Amendment 1 will now be revised to the design for construction and installation of two Rotary Drum Thickeners (RDT) for the purposes of thickening either primary sludge or TWAS.

Scope of Services

Task 100 Project Management

Additional effort has been added to cover additional project scope.

Task 200 Site and Condition Assessment

No changes to the scope of services have been made to this task. Fee changes are based on assessment of effort to complete design (Cost to Complete).

Task 300 Conceptual Design (30 Percent)

No changes to the scope of services have been made to this task. Fee changes are based on assessment of effort to complete design (Cost to Complete).

Task 400 Preliminary Design (60 Percent)

Objective

The purpose of this task is to establish engineering requirements for City O&M objectives, and address condition-related items and Washington State Department of Ecology (Ecology) requirements. These are in addition to those approved in the original scope and previous amendment. Changes include the addition of the new design elements. Recommendations for the following will be established and carried through to a 60 percent design:

1. Additional site design including stormwater conveyance/treatment, site grading, and driveway associated with the new mechanical building.
2. Relocation of the existing WGB controls and design of a structural support system for the existing foundation.
3. Investigation of the existing WGB foundation and design of a support system to assist with halting further rotation of the existing foundation.
4. Addition of a RDT in the proposed mechanical building on the ground floor. This is a total of two RDT's on the ground floor.

Approach

Complete project preliminary design of site, stormwater and related facilities to the 60 percent level and develop Building Information Modeling (BIM) models of the key areas for review. Preliminary design includes completion of site layouts, P&IDs, and stormwater design not included in the original project scope.

Provide 60 percent design documents for review by the City.

HDR Services

1. A Temporary Erosion and Sediment Control Plan will be provided to address stormwater issues during construction. This will consist of one additional plan sheet.
2. Prepare site design in Civil3D and detail sheet for WGB foundation support. This is assumed to be no more than one additional plan sheet.
3. Deletion of the Screw Press from the design, which will be replaced with a new RDT. A single RDT is added to the ground floor of the new Mechanical Building in place of the Screw Press. This brings the total number of RDT's to 2. Associated process mechanical, electrical and I&C design is included.

Client Responsibilities

No changes have been made to client responsibilities.

Assumptions

1. Design of a pile foundation support system for the WGB is not included.
2. The WGB will remain on its existing foundation and will not be removed/relocated.
3. No pumping systems will be designed to convey stormwater on the site.
4. Stormwater will be conveyed by surface flow or pipes to the existing plant stormwater system.
5. New driveway turning radii will be designed to accommodate an AASHTO SU-40 design vehicle.
6. If required, the City will complete the Transfer of Coverage form for the Construction Stormwater General Permit.
7. The additional RDT's may be fed either primary sludge or TWAS.

Deliverables

1. Meeting agenda and summary meeting minutes (in Portable Document Format [PDF] format)
2. BIM model presentation using Navisworks and drawings (in Navisworks [NWD] file format)
3. 60 percent drawings, see Drawing List (in PDF format)
4. Draft specifications (in PDF format)
5. Summary of review conference call/presentation (in PDF format)

Task 500 Air Permit Application Support

No changes to the scope of services have been made to this task. Fee changes are based on assessment of effort to complete design (Cost to Complete).

Task 600 90 Percent and 100 Percent (Final) Design

Objective

The purpose of this task is to furnish detailed design for the new site and mechanical building and associated improvements, including preparation of Issued for Bid and Issued for Construction documents. No changes have been made except for the addition of the new design elements.

Approach

Complete final design of mechanical building and associated improvements. This work includes completion of BIM modeling and rendering of design drawings that define the project, summary of improvements by project element or unit process, process element descriptions, and/or unit process control strategy including P&IDs where applicable.

Provide a detailed sequencing plan to demonstrate how the mechanical building and associated support facilities would be constructed with minimum impact to the day-to-day operation of the WWTP.

Prepare construction documents for bidding and construction of project improvements. Prepare technical and contract documents necessary for project implementation. Produce deliverables for City review at the 90 percent and Issued for Bid documents.

HDR Services

HDR services will remain unchanged from the original scope except for items added or deleted in Amendments 1 or 2.

Client Responsibilities

No changes have been made to client responsibilities.

Assumptions

Assumptions will remain unchanged except for the addition of work as shown in Task 400 mechanical building and associated improvements.

Deliverables

Deliverables will remain unchanged except for the addition of the mechanical building and associated improvements.

Task 700 Opinion of Probable Cost and Schedule

Objective

No changes to the scope of services have been made to this task. Fee changes are based on assessment of effort to complete design (Cost to Complete).

Task 800 Quality Assurance and Quality Control

Objective

Additional hours have been added to this task to reflect the inclusion of the mechanical building and associated improvements. No other changes to the scope of services have been made.

Task 900 Bid Support Services

No changes to the scope of services have been made to this task. Fee changes are based on assessment of effort to complete design (Cost to Complete).

Task 1000 Engineering Support during Construction

To be negotiated during the Final (90 percent) design phase.

Task 1100 Field Services

To be negotiated during the Preliminary (90 percent) design phase.

Task 1200 Application Software Programming

To be negotiated during the Preliminary (90 percent) design phase.

Task 1300 Startup, Testing, Commissioning, and Training

To be negotiated during the Preliminary (90 percent) design phase.

Task 1400 Record Drawings

To be negotiated during the Preliminary (90 percent) design phase.

Schedule

The project schedule for the City of Wenatchee WWTP Digester 4 began in March 2019 and will be completed within 38 months. This initial scope of services and budget covers the project through completion of the Bid Period. By milestones, the basic project schedule is as shown in Table 1.

Key Milestone	Weeks from NTP	Days from NTP	Date (week of)
Notice to Proceed	0	0	4/29/2019
Kickoff workshop	3	21	5/20/2019
Site condition assessment/LiDAR scanning	3	21	5/20/2019
Conceptual 10% design review workshop	36	252	1/6/2020
30% design review workshop	39	273	1/27/2020
60% design review workshop	70	434	9/6/2020
90% design review workshop	81	567	11/16/2020
100% design review workshop	86	602	12/21/2020
Bid Period	91	637	1/25/2021
Contractor Notice to Proceed	95	665	2/22/2021
Substantial completion	140	980	1/3/2022
Startup and training completion	145	1015	2/7/2022
Final completion	149	1043	3/7/2022

Fee

HDR's total compensation for services provided pursuant to this agreement, including labor and overhead costs and expenses, and subconsultant compensation shall not exceed \$1,225,428.75 without written authorization by the City. The additional budget associated with Amendment 2 equals \$200,990.41. Credits in the table below are shown in red.

Task	Description	Current Budget	Fee Additions or (Credits)	Amended Budget
100	Project Management	\$88,801.68	\$12,662.39	\$101,464.07
200	Site and Condition Assessment	\$141,826.01	(\$4,421.79)	\$137,404.22
300	Conceptual Design (30-percent)	\$183,522.31	\$62,106.03	\$245,628.34
400	Preliminary Design (60-percent)	\$256,399.16	\$74,165.46	\$330,564.62
500	Air Permit Application Support (no change)	\$23,498.64	(\$2,411.88)	\$21,086.76
600	Final Design (90-percent)	\$194,468.78	\$67,130.80	\$261,599.58
700	Opinion of Probable Cost and Schedule	\$65,018.93	(\$5,828.72)	\$59,190.21
800	Quality Assurance / Quality Control	\$51,577.17	\$0.00	\$51,577.17
900	Bid Support Services	\$19,325.66	(\$2,411.88)	\$16,913.78
Total		\$1,024,438.34	\$200,990.41	\$1,225,428.75

Drawing List

Sheet No	Drawing No.	Title	60%	90%	100%
General (Series 000)					
1	000G-01	Cover		◆	◆
2	000G-02	Drawing List		◆	◆
3	000G-03	Abbreviations		◆	◆
4	000G-04	General Legend		◆	◆
5	000G-05	General Civil Legend		◆	◆
6	000G-06	Mechanical Legends and Symbols		◆	◆
7	000G-07	Electrical Legends and Symbols		◆	◆
8	000G-08	Instrumentation Legends and Symbols		◆	◆
9	000G-09	Architectural Code Plan and Notes		◆	◆
10	000G-10	Architectural Wall Types and Details		◆	◆
11	000G-11	Architectural Finish Schedule and Details		◆	◆
12	000G-12	Mechanical HVAC and Plumbing Schedules		◆	◆
13	000G-13	General Structural Notes		◆	◆
14	000G-14	Special Inspections 1		◆	◆
15	000G-15	Special Inspections 2		◆	◆
16	000G-16	Process Flow Diagram and Design Criteria		◆	◆
17	000G-17	TESC		◆	◆
Instrumentation (Series 000)					
18	000Y-01	P&ID Process Overview Schematic	◆	◆	◆
19	000Y-02	P&ID Transfer Pumping	◆	◆	◆
20	000Y-03	P&ID Biosolids Thickening	◆	◆	◆
21	000Y-04	P&ID Digester 1 & 2	◆	◆	◆
22	000Y-05	P&ID Digester 3 & 4	◆	◆	◆
23	000Y-06	P&ID Digester Gas System	◆	◆	◆
24	000Y-07	P&ID Polymer	◆	◆	◆
25	000Y-08	P&ID Hot Water System Revisions	◆	◆	◆
26	000Y-09	P&ID Boiler 2	◆	◆	◆
27	000Y-10	P&ID Heat Recovery	◆	◆	◆
28	000Y-11	P&ID Heat Recirculation Pumps	◆	◆	◆
29	000Y-12	P&ID W-1 System	◆	◆	◆
30	000Y-13	P&ID Headworks - Grit Handling	◆	◆	◆
31	000Y-14	Control System Block Diagram	◆	◆	◆
32	000Y-15	Field Network Interface Diagram	◆	◆	◆
33	000Y-16	Headworks Control Panel Layout	◆	◆	◆
34	000Y-17	Sludge Control Panel Layout	◆	◆	◆
35	000Y-18	GBT Control Panel Layout	◆	◆	◆
Site Civil (Series 000)					
36	000C-01	Staging Areas and Survey Controls		◆	◆
37	000C-02	Overall Site Plan and Demolition		◆	◆
38	000C-03	Grading and Paving		◆	◆
39	000C-04	Yard Piping and Details		◆	◆

40	000C-05	Landscaping Plan, Schedule and Details		♦	♦
Site Electrical (Series 000)					
41	000E-01	Site Electrical	♦	♦	♦
42	000E-02	One Line Diagram Electrical Distribution System Modifications	♦	♦	♦
43	000E-03	One Line Diagram MCC 4	♦	♦	♦
44	000E-04	One Line Diagram MCC 4A and MCC 4E	♦	♦	♦
45	000E-05	MCC Motor Control Diagrams	♦	♦	♦
46	000E-06	MCC Motor Control Diagrams	♦	♦	♦
47	000E-07	MCC Motor Control Diagrams	♦	♦	♦
48	000E-08	Panelboard Schedules 1	♦	♦	♦
49	000E-09	Conduit and Cable Schedule		♦	♦
Site Demolition (Series 000)					
50	000X-01	Demolition Existing Solids Building -Lower Level and Ground Level		♦	♦
51	000X-02	Demolition Existing Solids Building -Upper Level and Photos		♦	♦
52	000X-03	Demolition - Electrical and One-Line MCC-4 and MCC 4A		♦	♦
Headworks (Series 310)					
53	310D-01	Grit Handling Plan and Demolition Photos		♦	♦
54	310D-02	Grit Handling Sections		♦	♦
55	310E-01	Grit Handling Area Process, Power, Controls Plan		♦	♦
Solids Handling Building (Series 510)					
56	510D-01	Solids Handling Building - Lower Level Floor Plan		♦	♦
57	510D-02	Solids Handling Building -Ground Floor Plan		♦	♦
58	510M-01	Solids Handling Bldg - Lower Level HVAC Plans		♦	♦
59	510M-02	Solids Handling Bldg - Ground Level HVAC Plans		♦	♦
60	510M-03	Solids Handling Bldg - Upper Level HVAC Plan and Sections		♦	♦
61	510M-04	Solids Handling Bldg - HVAC Controls and Details		♦	♦
62	510E-01	Solids Handling Building - Lower Level Power and Controls Plan		♦	♦
63	510E-02	Solids Handling Building - Ground Level Power and Control Plan		♦	♦
64	510E-03	Solids Handling Building - Upper Level Power and Control Plan		♦	♦
Digester 4 (Series 550)					
65	550S-01	Digester 4 - Foundation and Roof Plan		♦	♦
66	550S-02	Digester 4 - Sections and Details		♦	♦
67	550D-01	Digester 4 - Ground Level and Roof Plans		♦	♦
68	550D-02	Digester 4 - Sections and Details		♦	♦
69	550D-03	Digester 4 - Sections and Details		♦	♦
70	550E-01	Digester 4 - Ground Level and Roof Power, Controls and Lighting Plans		♦	♦
71	550E-02	WGB - Foundation, I&C		♦	♦
Mechanical Bldg (Series 560)					
72	560A-01	Mechanical Building- Lower Level and Ground Floor Plans		♦	♦

73	560A-02	Mechanical Building- Upper Level and Roof Plans		♦	♦
74	560A-03	Architectural Elevations		♦	♦
75	560A-04	Hold for Architectural Additions if Necessary		♦	♦
76	560A-05	Hold for Architectural Additions if Necessary		♦	♦
77	560S-01	Mechanical Building - Lower Level and Foundation Plan		♦	♦
78	560S-02	Mechanical Building - Ground Level and Upper Level Plan		♦	♦
79	560S-03	Mechanical Building - Roof Framing Plan and Roof Framing Details		♦	♦
80	560S-04	Mechanical Building - Beam Schedules and Details		♦	♦
81	560S-05	Mechanical Building - Sections and Details		♦	♦
82	560S-06	Mechanical Building - Sections and Details		♦	♦
83	560S-07	Mechanical Building - Sections and Details		♦	♦
84	560D-01	Mechanical Building - Lower Level and Ground Floor Plan		♦	♦
85	560D-02	Mechanical Building - Upper Level and Sections		♦	♦
86	560D-03	Mechanical Building - Sections and Details		♦	♦
87	560D-04	Mechanical Building - Sections and Details		♦	♦
88	560D-05	Mechanical Building - Sections and Details		♦	♦
89	560M-01	Mechanical Bldg - Lower Level and Ground Level HVAC Plans		♦	♦
90	560M-02	Mechanical Bldg - Upper Level HVAC Plan and Details		♦	♦
91	560M-03	Mechanical Bldg - UHVAC Controls and Details		♦	♦
92	560M-04	Mechanical Bldg - Lower Level and Ground Level Plumbing Plans		♦	♦
93	560M-05	Mechanical Bldg - Upper Level Plumbing Plan and Details		♦	♦
94	560M-06	Mechanical Bldg - Plumbing Isometrics		♦	♦
95	560M-07	HVAC and Plumbing Details		♦	♦
96	560E-01	Mechanical Building - Lower Level and Ground Floor Power Plan		♦	♦
97	560E-02	Mechanical Building - Upper Level Power Plan and Details		♦	♦
98	560E-03	Mechanical Building - Lower Level and Ground Floor Lighting Plan		♦	♦
99	560E-04	Mechanical Building - Upper Level Lighting Plan and Schedules		♦	♦
100	560E-05	Mechanical Building - Electrical Equipment Details and Schedules		♦	♦
101	560Y-01	Mechanical Building - Lower Level and Ground Floor Instrumentation Control Plan		♦	♦
102	560Y-02	Mechanical Building - Upper Level Instrumentation Control Plan and Details		♦	♦

Specification List

The specification list has been revised to the following.

6 DIGIT	TITLE	Deliverable %		
		60%	90%	100%
	DIVISION 0 – BIDDING REQUIREMENTS			
00 01 07	SEALS AND SIGNATURES	x	x	x
00 11 13	ADVERTISEMENT FOR BIDS	x	x	x
00 21 13	INSTRUCTIONS TO BIDDERS	x	x	x
00 41 13	BID FORM	x	x	x
	QUALIFICATIONS OF BIDDER	x	x	x
00 43 13	FLYSHEET FOR EJCDC C-430 BID BOND (PENAL SUM FORM)	x	x	x
00 43 16	FLYSHEET FOR EJCDC C-435 BID BOND (DAMAGES FORM)	x	x	x
00 43 36	NAMING OF SUBCONTRACTORS FORM			
00 45 25	CONTRACTOR'S AFFIDAVIT CONCERNING TAXES			
00 52 13	AGREEMENT	x	x	x
00 61 13	FLYSHEET FOR EJCDC C-610 PERFORMANCE BOND	x	x	x
00 61 14	FLYSHEET FOR EJCDC C-615 PAYMENT BOND	x	x	x
00 62 16	FLYSHEET FOR CERTIFICATE OF LIABILITY INSURANCE	x	x	x
00 65 20	RELEASE AND WAIVER OF LIENS	x	x	x
00 72 13	GENERAL CONDITIONS	x	x	x
00 73 00	SUPPLEMENTARY CONDITIONS EJCDC VERSION	x	x	x
	DIVISION 0 – Supplemental Forms			
	SUPPLEMENTAL INFORMATION: REQUESTS FOR INFORMATION (RFI) FORM		x	x
	SUPPLEMENTAL INFORMATION: FIELD ORDER			
	SUPPLEMENTAL INFORMATION: WORK CHANGE DIRECTIVE			
	SUPPLEMENTAL INFORMATION: CHANGE ORDER			
01 31 13	SUPPLEMENTAL INFORMATION: REMOVAL FROM SERVICE REQUESTS (RFS) FORM			
	DIVISION 1 – GENERAL REQUIREMENTS			
01 11 00	SUMMARY OF WORK	x	x	x
	WORK SEQUENCE		x	x
01 11 20	JOB CONDITIONS		x	x
01 22 00	MEASUREMENT AND PAYMENT		x	x

	SUPPLEMENTAL INFORMATION: APPLICATION AND CERTIFICATION FOR PAYMENT			
	SUPPLEMENTAL INFORMATION: STORED MATERIALS SUMMARY			
01 25 13	PRODUCT SUBSTITUTIONS		X	X
01 26 00	CONTRACT MODIFICATION PROCEDURES			
01 29 73	SCHEDULE OF VALUES (LUMP SUMP CONTRACTS)		X	X
01 30 00	SPECIAL CONDITIONS		X	X
01 32 16	CONSTRUCTION PROGRESS SCHEDULE		X	X
01 33 00	SUBMITTALS		X	X
01 33 04	OPERATION AND MAINTENANCE MANUALS		X	X
01 35 05	ENVIRONMENTAL PROTECTION AND SPECIAL CONTROLS		X	X
01 42 13	STANDARD ABBREVIATIONS AND SYMBOLS		X	X
01 45 00	QUALITY CONTROL		X	X
01 45 25	TESTING CONCRETE STRUCTURES FOR WATERTIGHTNESS		X	X
01 45 33	SPECIAL INSPECTIONS AND TESTING PROGRAM		X	X
01 52 00	MAINTENANCE OF PLANT OPERATIONS		X	X
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL		X	X
01 61 03	EQUIPMENT: BASIC REQUIREMENTS		X	X
01 65 50	PRODUCT DELIVERY, STORAGE AND HANDLING		X	X
01 71 14	MOBILIZATION AND DEMOBILIZATION		X	X
01 72 00	RECORD DRAWINGS		X	X
01 73 20	OPENINGS AND PENETRATIONS IN CONSTRUCTION		X	X
01 73 29	DEMOLITION, CUTTING, AND PATCHING		X	X
01 74 23	CLEANING		X	X
01 75 00	FACILITY STARTUP		X	X
01 77 00	CONTRACT CLOSEOUT		X	X
01 78 36	WARRANTIES AND GUARANTEES		X	X
01 81 10	WIND AND SEISMIC DESIGN CRITERIA		X	X
01 88 15	SEISMIC ANCHORAGE AND BRACING		X	X
01 91 14	EQUIPMENT TESTING AND FACILITY STARTUP		X	X
01 91 14A	MANUFACTURERS CERTIFICATE OF PROPER INSTALLATION			
2 91 14B	UNIT PROCESS STARTUP FORM			
3 91 14C	SUPPLEMENTAL INFORMATION: FACILITY PERFORMACNE DEMONSTRATION/CERTIFICATION FORM			
	DIVISION 3 – CONCRETE			

03 05 05	CONCRETE TESTING AND INSPECTION		X	X
03 11 13	FORMWORK		X	X
03 15 19	ANCHORAGE TO CONCRETE		X	X
03 21 00	REINFORCEMENT		X	X
03 30 00	CAST-IN-PLACE CONCRETE		X	X
03 31 30	CONCRETE, MATERIALS AND PROPORTIONING		X	X
03 31 31	CONCRETE MIXING, PLACING, JOINTING, AND CURING		X	X
03 35 00	CONCRETE FINISHING AND REPAIR OF SURFACE DEFECTS		X	X
03 41 33	PRECAST AND PRESTRESSED CONCRETE		X	X
	DIVISION 4 - MASONRY			
04 01 20	MASONRY CLEANING		X	X
04 05 13	MASONRY MORTAR AND GROUT		X	X
04 05 23	MASONRY ACCESSORIES		X	X
04 22 00	CONCRETE MASONRY		X	X
	DIVISION 5 – METALS			
05 05 23	WELDING		X	X
05 12 00	STRUCTURAL STEEL		X	X
05 50 00	METAL FABRICATIONS		X	X
05 52 02	ALUMINUM RAILINGS		X	X
	DIVISION 6 – WOOD AND PLASTIC			
06 10 00	ROUGH CARPENTRY		X	X
06 82 00	FIBERGLASS REINFORCED PLASTIC FABRICATIONS		X	X
	DIVISION 7 – THERMAL AND MOISTURE PROTECTION			
07 14 00	FLUID APPLIED WATERPROOFING		X	X
07 21 00	BUILDING INSULATION		X	X
07 24 13	EXTERIOR INSULATION FINISH SYSTEM		X	X
07 26 00	UNDER SLAB VAPOR RETARDER		X	X
07 62 00	FLASHING AND SHEET METAL		X	X
07 70 01	ROOF SPECIALTIES AND ACCESSORIES		X	X
07 72 33	ROOF HATCHES		X	X
07 84 00	FIRESTOPPING		X	X
07 92 00	JOINT SEALERS		X	X
	DIVISION 8 – OPENINGS			
08 11 00	HOLLOW METAL DOORS AND FRAMES		X	X
08 11 16	ALUMINUM DOORS AND FRAMES		X	X
08 30 00	SPECIALTY DOORS		X	X

08 31 00	ACCESS DOORS		X	X
08 33 22	ALUMINUM ROLLING OVERHEAD DOOR		X	X
08 70 00	FINISH HARDWARE		X	X
08 81 00	GLASS AND GLAZING		X	X
08 90 00	LOUVERS AND VENTS		X	X
	DIVISION 9 – FINISHES			
09 96 00	HIGH PERFORMANCE INDUSTRIAL COATINGS		X	X
	DIVISION 10 – SPECIALTIES			
10 14 00	IDENTIFICATION DEVICES		X	X
10 14 23	SIGNAGE		X	X
10 44 33	FIRE PROTECTION SPECIALTIES		X	X
	TOILET AND BATH ACCESSORIES		X	X
	DIVISION 13 – SPECIAL CONSTRUCTION			
	DIVISION 21 – FIRE SUPPRESSION			
	DIVISION 22 – PLUMBING			
22 20 00	PLUMBING: FIXTURES AND EQUIPMENT			
	DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)			
23 05 93	HVAC SYSTEMS: BALANCING AND TESTING			
23 09 00	INSTRUMENTATION AND CONTROL FOR HVAC SYSTEMS			
23 21 00	HYDRONIC SPECIALTIES			
23 31 00	HVAC: DUCTWORK			
23 34 00	HVAC: FANS			
23 52 00	BOILERS			
23 80 00	HVAC: EQUIPMENT			
	DIVISION 26 – ELECTRICAL			
26 05 00	ELECTRICAL: BASIC REQUIREMENTS		X	X
26 05 09	MOTORS		X	X
26 05 19	WIRE AND CABLE: 600 VOLT AND BELOW		X	X
26 05 26	GROUNDING AND BONDING		X	X
26 05 33	RACEWAYS AND BOXES		X	X
26 05 36	CABLE TRAY		X	X
26 05 43	ELECTRICAL: EXTERIOR UNDERGROUND		X	X
26 05 48	ELECTRICAL SEISMIC BRACING SYSTEMS		X	X
26 08 13	ACCEPTANCE TESTING		X	X
26 09 16	CONTROL EQUIPMENT ACCESSORIES		X	X
26 09 43	LOW VOLTAGE LIGHTING CONTROL SYSTEM		X	X
26 12 13	POWER TRANSFORMERS		X	X

26 22 13	DRY-TYPE TRANSFORMERS		X	X
26 24 16	PANELBOARDS		X	X
26 24 19	MOTOR CONTROL EQUIPMENT		X	X
26 26 13	PACKAGE POWER SUPPLY		X	X
26 27 26	WIRING DEVICES		X	X
26 28 00	OVERCURRENT AND SHORT CIRCUIT PROTECTIVE DEVICES		X	X
26 28 16	SAFETY SWITCHES		X	X
26 28 17	SEPARATELY MOUNTED CIRCUIT BREAKERS		X	X
26 29 23	VARIABLE FREQUENCY DRIVES - LOW VOLTAGE		X	X
26 41 14	LIGHTNING PROTECTION SYSTEM		X	X
26 43 13	LOW VOLTAGE SURGE PROTECTION DEVICES (SPD)		X	X
26 50 00	INTERIOR AND EXTERIOR LIGHTING		X	X
	ARC FLASH STUDY REPORT		X	X
	DIVISION 27 – COMMUNICATIONS			
27 10 00	STRUCTURED CABLING		X	X
	DIVISION 28 – ELECTRONIC SAFETY AND SECURITY			
28 31 00	FIRE ALARM SYSTEM		X	X
	DIVISION 31 – EARTHWORK			
31 10 00	SITE CLEARING		X	X
31 23 00	EARTHWORK		X	X
31 23 10	EXCAVATION AND BACKFILL		X	X
31 23 19	DEWATERING		X	X
31 23 33	TRENCHING, BACKFILLING AND COMPACTING FOR UTILITIES		X	X
31 25 00	SOIL EROSION AND SEDIMENT CONTROL		X	X
31 62 13	PRECAST PRESTRESSED CONCRETE DRIVEN PILING		X	X
31 62 17	DRIVEN STEEL SHEET PILING		X	X
	DIVISION 32 – EXTERIOR IMPROVEMENTS			
32 12 16	ASPHALTIC CONCRETE VEHICULAR PAVING		X	X
32 16 13	CONCRETE CURB AND GUTTER		X	X
32 16 23	CONCRETE SIDEWALK AND STEPS		X	X
32 31 13	CHAIN LINK FENCE AND GATES		X	X
32 84 00	IRRIGATION SYSTEM		X	X
32 91 13	TOPSOILING AND FINISHED GRADING		X	X
32 92 00	SEEDING, SODDING, AND LANDSCAPING		X	X
	DIVISION 33 – UTILITIES			

33 05 15	PRECAST CONCRETE UTILITY STRUCTURES		x	x
33 05 16	PRECAST CONCRETE MANHOLE STRUCTURE		x	x
33 12 19	FIRE HYDRANT		x	x
33 40 00	STORM DRAIN SYSTEM		x	x
	DIVISION 40 – PROCESS INTERCONNECTIONS			
	EQUIPMENT: BASIC REQUIREMENTS		x	x
40 05 00	PIPE AND PIPE FITTINGS: BASIC REQUIREMENTS		x	x
40 05 07	PIPE SUPPORT SYSTEMS		x	x
40 05 19	PIPE: DUCTILE		x	x
40 05 23	PIPE: STAINLESS STEEL		x	x
40 05 24	PIPE: STEEL		x	x
40 05 31	PIPE: PLASTIC		x	x
40 05 32	PIPE: POLYVINYL CHLORIDE (PVC) CHEMICAL WASTE		x	x
40 05 51	VALVES: BASIC REQUIREMENTS		x	x
40 05 52	MISCELLANEOUS VALVES		x	x
40 05 61	GATE VALVES		x	x
40 05 62	PLUG VALVES		x	x
40 05 63	BALL VALVES		x	x
40 05 65	GLOBE VALVES		x	x
40 05 66	CHECK VALVES		x	x
40 05 97	SEISMIC RESTRAINTS FOR PIPING		x	x
40 41 13	HEAT TRACING CABLE		x	x
40 42 00	PIPE, DUCT AND EQUIPMENT INSULATION		x	x
40 61 13	PROCESS CONTROL SYSTEMS GENERAL REQUIREMENTS		x	x
40 61 21	PROCESS CONTROL SYSTEM TESTING		x	x
40 61 26	PROCESS CONTROL SYSTEM TRAINING		x	x
40 63 43	PROGRAMMABLE LOGIC CONTROLLER (PLC) CONTROL SYSTEM		x	x
40 67 00	CONTROL SYSTEM EQUIPMENT PANELS AND RACKS		x	x
40 90 00	INSTRUMENTATION FOR PROCESS CONTROLS: BASIC REQUIREMENTS		x	x
40 61 96	CONTROL LOOP DESCRIPTIONS	x	x	x
40 71 00	FLOW INSTRUMENTATION		x	x
40 72 00	LEVEL INSTRUMENTATION		x	x
40 73 00	PRESSURE, STRAIN, AND FORCE INSTRUMENTATION		x	x
40 74 00	TEMPERATURE INSTRUMENTATION		x	x
40 75 00	PROCESS LIQUID ANALYTICAL INSTRUMENTATION		x	x

40 76 00	PROCESS GAS ANALYTICAL INSTRUMENTATION		x	x
40 78 00	PANEL MOUNTED INSTRUMENTS		x	x
40 79 00	MISCELLANEOUS INSTRUMENTS, INSTRUMENT VALVES AND FITTINGS		x	x
40 80 00	COMMISSIONING OF PROCESS SYSTEMS		x	x
	DIVISION 41 – MATERIAL PROCESSING AND HANDLING EQUIPMENT			
41 22 23	HOISTS, TROLLEYS, AND MONORAILS			
	DIVISION 43 – PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT			
43 13 43	WASTE GAS FLARE			
43 21 00	PUMPING EQUIPMENT: BASIC REQUIREMENTS		x	x
43 23 14	PUMPING EQUIPMENT: NON-CLOG CENTRIFUGAL		x	x
43 23 16	PUMPING EQUIPMENT: INLINE CENTRIFUGAL PUMPS		x	x
43 23 17	PUMPING EQUIPMENT: VORTEX (TORQUE-FLOW)		x	x
43 23 57	PUMPING EQUIPMENT: PROGRESSIVE CAVITY		x	x
43 24 16	PUMPING EQUIPMENT: SUMP		x	x
43 41 43	POLYETHYLENE CHEMICAL TANKS		x	x
	DIVISION 44 – POLLUTION AND WASTE CONTROL EQUIPMENT			
44 31 00	ODOR REDUCTION SYSTEM		x	x
44 42 01	PISTA GRIT UPGRADES	x	x	x
	DIVISION 46 – WATER AND WASTEWATER EQUIPMENT			
46 24 23	SLUDGE GRINDERS		x	x
46 33 11	CHEMICAL FEED: LIQUID SYSTEMS		x	x
46 33 33	LIQUID POLYMER FEED EQUIPMENT		x	x
46 41 41	TOP-MOUNTED TANK MIXER		x	x
D	DIGESTER MIXING SYSTEM: LINEAR MOTION TYPE		x	x
46 71 33	ROTARY DRUM SLUDGE THICKENING SYSTEM		x	x
46 73 00	ANAEROBIC DIGESTER EQUIPMENT: BASIC REQUIREMENTS		x	x
46 73 35	DIGESTER GAS EQUIPMENT		x	x
46 73 41	HEAT EXCHANGER		x	x
Volume 3: Project Drawings (Bound Separately)				
Project Drawings				
Volume 4: Standard Details (Bound Separately)				
Standard Details				

Volume 5: Supplemental Information (Bound Separately)	
Geotechnical Report	



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Brad Posenjak, Finance Director
Finance Department

MEETING DATE: August 27, 2020

I. SUBJECT

Ordinance 2020-21, updating City Code to clarify Public Art Fund procedures and calculation.

II. ACTION REQUESTED

Staff requests the City Council adopt Ordinance 2020-21 amending Chapters 1.48 and 1.52 WCC as related to the Public Art Program.

III. OVERVIEW

In 1977, the City Council created the Public Art Fund. The creation of this fund included a funding mechanism that involved adding 1% to City capital projects and transferring funds from various projects into the Public Art Fund. The guidelines in City Code did not keep up with changes and variables in the 1% calculation process. Staff turnover highlighted inconsistencies over the 1% for art process. This past year, the Finance Department worked with the Parks Directors and Public Works staff to define best practices in performing this calculation.

The code changes were presented at the July 21, 2020 Arts, Recreation and Parks Commission meeting.

Significant process changes include:

- Ability for the Commission to formally approve a City project as exempt from the calculation if it includes a significant art component.
- Increase to the dollar threshold for eligible projects
- Calculation will include sales tax
- Process clarifications

IV. FISCAL IMPACT

There is no significant fiscal impact adopting these procedural changes. The increase in dollar threshold may cause a slight reduction in the 1% calculation, but the inclusion of sale tax in the total project cost will cause a slight increase in the 1% calculation.

V. PROPOSED PROJECT SCHEDULE

The art fund calculations are made after December 31st each year after all year end expenses have been accounted.

VI. REFERENCE(S)

1. Ordinance 2020-21
2. Draft 1% calculation procedure

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk

Laura Merrill, Executive Services Director

Dave Erickson, Parks, Recreation and Cultural Services Director

Rob Jammerman, Public Works Director

ORDINANCE NO. 2020-21

AN ORDINANCE, amending Wenatchee City Code (WCC) Chapter 1.48 – Arts, Recreation and Parks Commission, and repealing WCC Chapter 1.52 – Public Art Program.

WHEREAS, the artists and artistic institutions of Wenatchee contribute to and provide cultural, educational, economic, entertainment and recreational benefits available to and used by the citizens of the City of Wenatchee and thereby enhance the health and wellness of the community; and

WHEREAS, the aesthetic nature and charm of the City of Wenatchee is enhanced by the arts; and

WHEREAS, WCC Chapter 1.52 – Public Art Program is redundant in light of WCC Chapter 1.48 – Arts, Recreation and Parks Commission and can therefore be repealed; and

WHEREAS, city staff and the Arts, Recreation and Parks Commission recommend clarification of the guidelines and calculations required by WCC Chapter 1.48 so as to be administered consistently, necessitating amendments to Wenatchee City Code Chapter 1.48.

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

SECTION I

Section 1.48.070 WCC “Public Art Program,” shall be and hereby is, amended and restated to read in its entirety as follows:

1.48.070 Public art program.

There is hereby established a public art program requiring that one percent of monies appropriated for any eligible capital project, as defined herein, by any and all city departments shall be placed into the public art fund and used for the acquisition of public art or the promotion of art programming.

The commission shall establish, by policy, definitions of types of art, artists and others involved in either the purchase of art or the promotion of art programming. The commission will also develop and regularly update policy guidelines for the expenditure of the ~~one percent for arts~~ public art program funds, which will be presented to the ~~city of Wenatchee legislative body~~ city council for approval.

SECTION II

Section 1.48.075 WCC “Public Art Fund,” shall be and hereby is, amended

and restated to read in its entirety as follows:

1.48.075 Public art fund.

There is hereby established a fund called “public art fund” into which all monies required by this chapter shall be deposited and from which the ~~Wenatchee arts~~ commission shall administer the public art program for the city of Wenatchee. All city departments shall deposit into the public art fund, out of any monies appropriated for any eligible capital project, an amount equal to one percent of the appropriation for the administration of the public art program, ~~excluding any funds from state or federal sources which are ineligible to be used in conjunction with public art fund programs~~. One percent of the funds from multiple city capital projects may be accumulated in the public art fund for the purposes as defined in this chapter.

~~Only those capital projects which exceed the sum of \$75,000 shall be subject to the provisions of this chapter. The one percent art fund contribution shall be calculated as the total At such time as the total capital project expenditure of any individual project exceeds \$75,000 the one percent provided herein of all such monies expended for that capital project shall be paid into the public art fund. One percent of the construction contract award, excluding any funds contribution from local, state or federal sources which are ineligible to be used in conjunction with public art fund programs, including additive change orders or other alterations to the contract, will be placed into the fund. Washington State sales tax, d) Design fees, furnishings, and administrative expenditures will not be included as a part of the capital project expenditure. Capital projects that incorporate art may be specifically exempted from the one percent contribution by the commission. Specific calculation procedures may be developed and maintained by the Finance Department.~~

An eligible “capital project” is defined as any project with a total construction contract award exceeding \$150,000, paid for wholly or in part by the city of Wenatchee to construct or remodel any building, structure, park, street, sidewalk, parking facility, ~~or~~ utility infrastructure, or any portion thereof, including permanent fixtures to any building within the jurisdiction of the city of Wenatchee. However, the purchase of land, local improvement district projects including the city’s

participation in any such district, maintenance and operation and the purchase of equipment are not considered capital projects.

Public art fund monies shall not be expended without the prior approval of the city **legislative authority council**. Nothing in this chapter shall limit the amount of money the city of Wenatchee may expend for art or art programming.

SECTION III

Chapter 1.52 WCC “Public Art Program,” shall be, and hereby is, repealed in its entirety.

SECTION IV

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

SECTION V

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

PASSED BY THE CITY COUNCIL OF THE CITY WENATCHEE,

at a regular meeting thereof, this _____ day of _____, 2020.

CITY OF WENATCHEE

By: _____
FRANK J. KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

Art Fund 1% Calculation Procedure

Purpose: To define the list of eligible projects and prescribe the method of calculating the 1% as per WCC 1.48.

Eligible Projects

An eligible “capital project” is defined as any project with a total construction contract award exceeding \$150,000, paid for wholly or in part by the city of Wenatchee to construct or remodel any building, structure, park, street, sidewalk, parking facility, utility infrastructure, or any portion thereof, including permanent fixtures to any building within the jurisdiction of the city of Wenatchee. However, the purchase of land, local improvement district projects including the city’s participation in any such district, maintenance and operation and the purchase of equipment are not considered capital projects.

The 1% will be calculated on the total construction contract expenses, including sales tax.

The 1% will not be calculated on any construction costs reimbursed by Federal, State, or local sources that may not be eligible for use on art projects.

Capital projects that incorporate art may be specifically exempted from the one percent contribution by the Wenatchee Arts, Recreation, and Parks Commission.

List of Projects

The Finance Department will work with other City departments (Engineering, Utilities, Streets, Facilities Maintenance, Parks, etc.) to identify the list of eligible capital projects. Necessary project information may include project number, project name, construction contract expenses, exempt funding sources, account number, and project account number.

Art fund 1% will be calculated at the end of the year on any eligible capital project that:

- is over 90% complete, OR
- has accumulated costs greater than \$1,000,000 as of the end of current fiscal year.



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Aaron Kelly, Operations Manager
Public Works Department

MEETING DATE: August 27, 2020

I. SUBJECT

Facility Lease between the Wenatchee Valley Museum and Cultural Center and the City of Wenatchee.

II. ACTION REQUESTED

Staff recommends the City Council approve the lease between the Wenatchee Valley Museum and Cultural Services and the City of Wenatchee and authorize the Mayor's signature.

III. OVERVIEW

The City of Wenatchee owns and maintains the building occupied by the Museum located at 127 South Mission Street. The City supports the Museum through a joint agreement with the City of East Wenatchee and provides the facility as a part of the agreement. During the 2019 joint agreement discussions it was decided to have a separate facilities agreement for the maintenance and operations of the facility. After further discussion with the Museum, City Staff and City Attorney it was recommended to move from the facility use agreement to a lease for the facility.

IV. FISCAL IMPACT

No Financial change or Impact

V. REFERENCE(S)

1. Joint agreement between the City of Wenatchee and the City OF East Wenatchee, and the Wenatchee Valley Museum and Cultural Center, 2019
2. Lease, 2020

VI. ADMINISTRATIVE ROUTING

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

**JOINT AGREEMENT BETWEEN THE CITY OF WENATCHEE,
THE CITY OF EAST WENATCHEE, AND
THE WENATCHEE VALLEY MUSEUM AND CULTURAL CENTER**

THIS AGREEMENT MADE THIS 01 day of October, 2019, by and between the City of Wenatchee (“Wenatchee”), a municipal corporation of the State of Washington, the City of East Wenatchee (“East Wenatchee”), a municipal corporation of the State of Washington, and the Wenatchee Valley Museum and Cultural Center (“Museum”), a non-profit corporation, collectively referred to as the “Parties.”

RECITALS:

WHEREAS, Wenatchee owns the buildings occupied by the Museum located at 127 South Mission Street, Wenatchee, Washington; and

WHEREAS, Wenatchee and East Wenatchee agree to contribute to the operation of the Museum through an annual contract for services, and provide other City support services to the Museum; and

WHEREAS, the Museum owns the museum collections and has provided funding for major capital and structural improvements to the museum buildings, exhibit development and other costs of operating the museum; and

WHEREAS, the Museum’s Board of Directors and general membership provide an advisory role to Wenatchee and East Wenatchee and their staff and a governing role on behalf of the Museum with respect to operations, exhibits, programs and related activities; and

WHEREAS, Wenatchee and East Wenatchee agree to pay a pro rata share based on the 2013 US Census Bureau Estimates for the purpose of the Museum to hire staff to operate the Museum in accordance with professional museum standards

WHEREAS, the Parties have calculated pro-rata share equates to a rate of \$8.688 per capita of the population of both Cities; and

WHEREAS, the roles of all three parties result in a sharing of resources and assets of the Museum and this Agreement exists to identify the respective interests of each.

AGREEMENT:

For and in consideration of the covenants set forth herein, Wenatchee, East Wenatchee and the Museum agree as follows:

1. The Recitals set forth above are hereby incorporated into this Agreement and are made binding commitments and representations of the Parties by this reference.
2. **Wenatchee's Obligations.**
 - a. Wenatchee will pay the Museum \$300,000 per year. Wenatchee will pay this amount in monthly installments of \$25,000.
 - b. Wenatchee retains control and ownership of the Museum buildings, site and improvements as well as any equipment not specifically designated as the Museum property. Accordingly, Wenatchee will be responsible for the ongoing maintenance of the Museum buildings, subject to a separate agreement between the Museum and Wenatchee defining levels of maintenance, and provide and pay for the Museum's existing and future reasonable information systems needs and costs as allowed by Wenatchee's annual budgeting process.
 - c. Wenatchee must provide for comprehensive liability and casualty insurance on all Museum facilities including permanent collections.
 - d. Until the Museum develops its own website, Wenatchee will identify East Wenatchee as a sponsor of the Museum on the webpages on Wenatchee's website that promote the Museum.
3. **East Wenatchee's Obligations.** Beginning January 1, 2020, East Wenatchee will pay the Museum \$121,488.00 per year. East Wenatchee will pay the annual payment in monthly installments of \$10,124.
4. **The Museum's Obligations.**
 - a. The Museum director shall meet at least quarterly with representatives of Wenatchee and East Wenatchee to work to maintain a harmonious relationship between the Cities and the Museum.
 - b. The Museum director shall solicit the comments from the Cities with respect to the Museum's annual budget proposal to Wenatchee and East Wenatchee City Councils and shall submit any request from the Museum for funding to the Cities.
 - c. The Museum director shall advise Wenatchee and East Wenatchee on the overall cultural and historic needs of the Cities and region.
 - d. The Museum shall direct the Museum staff, lead fundraising for the activities of the Museum as related to the Museum, and provide staff related to the Museum operation, collections care, programs and exhibits, and assist Wenatchee and East Wenatchee with issues related to the operation of the Museum. The Museum shall utilize the payments from Wenatchee and East Wenatchee provided for as set out in this Agreement to carry out this work and assure operation in accordance with accepted National Museum

Association standards.

- e. The Museum By-Laws shall reserve one Board member position with full voting rights for each City. The Mayor of Wenatchee and Mayor of East Wenatchee shall nominate one Board Member annually to represent their respective Cities on the Board as full voting members in accordance with Museum governance. These nominations are in addition to members who already serve on the Board. The Museum shall retain control and ownership of all collections and museum exhibits and any other item of property within the museum which is specifically designated as Museum property in the records of the Museum director.
 - f. The Museum shall maintain its IRS Section 501(c) 3 tax exempt status in good standing at all times.
 - g. The Museum shall provide fund raising support to foster the development of programs that benefit the cultural identity and heritage of the Wenatchee valley.
 - h. The Museum shall have full responsibility for handling any and all monies received by the Museum. Wenatchee and East Wenatchee staff will not handle any Museum monies.
 - i. The Museum will display an East Wenatchee logo on each public entrance to a Museum building.
 - j. For each special event sponsored by the Museum, the Museum will acknowledge either City's contribution to the Museum in formal promotional materials (i.e. logo, etc).
 - k. The Museum will allow either City to sell City related merchandise at the Museum's gift shop. The Museum will track such sales separately and may receive a commission, as negotiated ahead of time, on any such sales.
 - l. Subject to availability, based on prior agreements, the Museum will allow both Cities to use the Performance Center and kitchen up to four times each year without cost. Either City will submit an application for use at least two weeks before the desired date of use.
 - m. The Museum agrees either City may use available meeting rooms without additional cost, twice per month. In addition, the Museum will provide meeting space that can be scheduled on a regular basis for the Misawa Sister City program. Requests for meeting space will be subject to availability and the application to use such meeting room will be submitted at least two weeks before the desired date of use.
 - n. The Museum will act as the host facility for the Wenatchee Valley Misawa Sister City organization.
 - o. Once the Museum develops its own website, it will prominently display both Cities as sponsors.
5. The Museum's obligations regarding LTAC funding.
- a. Before January 31 of each year, the Museum will submit the following information to East Wenatchee for the upcoming year:
 - i. An estimate of the number of people who may patronize the Museum

- during the year,
- ii. An estimate of how many of the patrons may travel and stay overnight in paid accommodations;
 - iii. An estimate of how many of the patrons will travel to the Museum from more than 50 miles away and stay overnight in paid accommodations; and
 - iv. An estimate of how many of the patrons will travel to the Museum from another country or state.
- b. Before January 31 of each year, the Museum will submit the following information to East Wenatchee for the preceding year:
- i. The number of people who patronized the Museum;
 - ii. The number of patrons who traveled and stayed overnight in paid accommodations;
 - iii. The number of patrons who traveled to the Museum from more than 50 miles away and stayed overnight in paid accommodations; and
 - iv. The number of patrons who traveled to the Museum from another country or state.
- c. Before January 31 of each year, the Museum will submit the following information to East Wenatchee for the upcoming year.
- i. The name, date and location of each special event (an event designed to attract attendance from people who live outside the Wenatchee Valley area) that the Museum plans to sponsor.
 - ii. For each special event, an estimate of the number of people who will travel to the event and stay overnight in paid accommodations; the number of people who will travel to the event from more than 50 miles away and stay overnight in paid accommodations; and the number of people who will travel to the event from another country or state.
- d. Before January 31 of each year, the Museum will submit the following information to East Wenatchee for the preceding year.
- i. The name, date and location of each special event that the Museum sponsored; and
 - ii. For each special event, the number of people who attended each event, the number of people who travelled more than 50 miles to attend the event, the number of people who travelled from another state or country to attend the event, and the number of people who travelled more than 50 miles to attend the event and stayed overnight in the Wenatchee Valley.
- f. Before January 31 of each year, the Museum will submit an application for a Tourism Promotion Grant to the East Wenatchee Events Board.
- g. The Museum affirmatively represents that it will not use any monies received from East Wenatchee for anything other the direct operation of the Museum (For example, using monies received from East Wenatchee for the operation, maintenance, or administration of the Wells House or the Wells House Committee would be impermissible).

e. For each special event sponsored by the Museum, the Museum will acknowledge either City's contribution to the Museum in formal promotional materials (i.e. logo, etc).

6. **Term.** This Agreement continues through December 31, 2024.

7. **Termination.**

a. East Wenatchee may terminate this Agreement upon 120 days advance written notice if the Museum uses monies received from East Wenatchee for an impermissible purpose.

b. Wenatchee and East Wenatchee may terminate this Agreement may terminate this Agreement upon 120 days advance notice in the event the Museum receives a funding source for museum support services that would fully replace Wenatchee and East Wenatchee's monetary contribution pursuant to this Agreement. Further, Wenatchee and East Wenatchee may re-open this Agreement to address amending each City's monetary contribution in the event the Museum receives a funding source for museum support services, (such as a junior taxing district), that would replace twenty percent (20%) or more of each City's monetary contribution pursuant to this Agreement.

8. **Limitation on Liability.** Each liability incurred by the Museum must be satisfied exclusively from the assets, credit, and properties of the Museum or the City of Wenatchee. No one has any right of action against or recourse to City of Wenatchee or the City of East Wenatchee, or their assets, credit, or services, on account of any debts, obligations, liabilities or acts or omissions of the Museum.

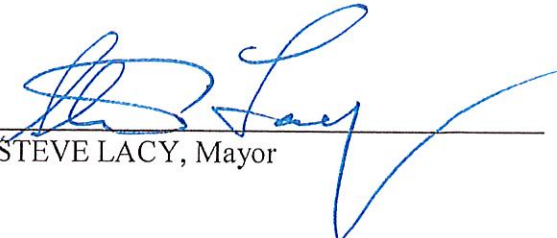
9. **Legal Disputes.** The venue for any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement must be instituted and maintained only in a court of competent jurisdiction in Douglas County, Washington.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between Wenatchee, East Wenatchee, and the Museum pertaining to the Museum. Any modification of this Agreement shall be binding only if evidenced in writing and signed by each Party.


CITY OF WENATCHEE

CITY OF EAST WENATCHEE

By: 
FRANK KUNTZ, Mayor

By: 
STEVE LACY, Mayor

WENATCHEE VALLEY MUSEUM AND CULTURAL CENTER

By: 
Its: Board President

LEASE

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between City of Wenatchee, a municipal corporation of the State of Washington, hereinafter referred to as Landlord, and Wenatchee Valley Museum and Cultural Center, a Washington non-profit corporation, hereinafter referred to as Tenant, collectively referred to as the "Parties."

RECITALS:

WHEREAS, Landlord owns the buildings occupied by the Tenant located at 127 South Mission Street, Wenatchee, Washington; and

WHEREAS, Landlord has agreed to contribute to the operation of the Wenatchee Valley Museum and Cultural Center through the "Joint Agreement between the City of Wenatchee, the City of East Wenatchee, and the Wenatchee Valley Museum and Cultural Center" with the current end date of December 31, 2024 including any future extensions; and

WHEREAS, Landlord and Tenant wish to enter into this Lease to define lease terms and levels of maintenance.

AGREEMENT:

1. Premises. Landlord hereby leases to Tenant, upon the terms and conditions herein set forth, the real property located at 127 S. Mission Street, Wenatchee, Chelan County, Washington, and situated on a portion of the following described premises:

Lots 7 & 23-34, Block 26, Great Northern Amended Addition to the City of Wenatchee, Chelan County, Washington.

2. Term. This Lease shall be for a term commencing retroactively on October 1, 2019 and expiring December 31, 2030. The Lease may be extended upon mutual agreement by both Parties.

3. Rental. No rental shall be paid by the Tenant to the Landlord. Landlord is providing the leased premises in support of the fundamental governmental purpose of historic preservation and tourism promotion.

4. Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant has delivered to Landlord the sum of zero dollars (\$0.00) as security for the performance by the Tenant of Tenant's obligations hereunder.

LEASE

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WNTCA: ADMN MSML (76)

5. Use. The premises may be used by Tenant for the sole purpose of operating a public museum. Tenant covenants that it will not allow said premises to be used for any illegal or immoral purpose, and that it will not do or suffer to be done, in or about said premises, any act or thing which may be a nuisance, annoyance, inconvenience, or damage to Landlord, the occupants of adjoining property or the neighborhood.

6. Acceptance of Premises. Taking of possession of the premises by the Tenant shall constitute acknowledgment by Tenant that the premises and the equipment thereon, except as provided otherwise herein, were in good and tenable condition and working order.

7. Alterations. Tenant shall make no changes, improvements or alterations to the premises without the prior consent of Landlord. Tenant may make changes or improvements to the exhibits with communication and coordination of any changes that may affect building systems and or overall structure. The Landlord and Tenant shall coordinate all alterations with the other when any work is to be completed by a third-party vendor/subcontractor. All such changes, improvements and alterations, if any, made by Tenant shall remain on the premises and shall become the property of Landlord upon the expiration or sooner termination of this Lease, unless Landlord requests their removal. In the event Landlord notifies Tenant to remove any or all of the changes, alterations or improvements made by Tenant, Tenant shall do so and shall promptly repair any damage caused by such removal.

8. Maintenance by Landlord. Landlord shall maintain in good condition the structural and exterior components of the building, including glass. Landlord shall not be obligated to repair or replace any fixtures or equipment installed by Tenant and Landlord shall not be obligated to make any repair or replacement occasioned by act or omission of Tenant, its employees, agents, invitees or licensees.

8.1 The Landlord and Tenant shall use the City's work order system to document work requests and work completed to the facility.

8.2 The Tenant may request work to be done by the Landlord that otherwise would be considered the Tenant's responsibility where the Landlord may charge the Tenant for parts and labor to complete the work. Landlord shall not be obligated to do such work.

9. Maintenance and Repairs by Tenant. Tenant shall keep the premises in a neat, clean and sanitary condition. Tenant, at its own expense, shall maintain the premises and all items therein, including the plumbing and electrical systems, and items installed by Tenant, in good condition and repair. Tenant shall keep the sidewalks adjacent to the demised premises at all times in good, neat, clean, safe and sanitary condition and repair, free from snow, waste or nuisance thereon. In the event of any damage or injury (not including normal wear and tear) to the glass in

the demised premises, including exterior windows, Tenant shall cause the damage or injury to be repaired as speedily as possible at its own cost and expense.

10. Utilities. Landlord shall pay for all water, power, natural gas and sewer charges for the leased premises.

11. Signs. Tenant shall not erect or maintain any permanent signs or other obstructions upon said premises except as now exist without the written consent of Landlord.

12. Taxes. Landlord is exempt from real property taxes. Tenant shall pay, before the same become delinquent, all taxes, if any, assessed against the furniture, fixtures, equipment and other property, including inventory, which is owned by the Tenant located on the premises.

13. Liability Insurance. Tenant shall, at Tenant's expense, maintain public liability and property damage insurance insuring against any and all claims for injury to or death of persons and loss of or damage to its exhibits, collections and office equipment occurring upon, in or about the premises. Such insurance shall have liability limits of not less than One Million Dollars (\$1,000,000) in respect of injury or death to any one person, not less than Two Million Dollars (\$2,000,000) in respect of any one occurrence or accident. Tenant shall insure its exhibits, collections and office equipment in a reasonable amount at its sole discretion.

All such insurance shall be issued by carriers acceptable to Landlord and shall contain a provision whereby the carrier agrees not to cancel or modify the insurance without twenty (20) days prior written notice to Landlord.

On or before taking possession of the premises pursuant to the Lease, Tenant shall furnish Landlord with a certificate evidencing the aforesaid insurance coverage, and renewal certificates shall be furnished to Landlord at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

14. Tenant's Fire Insurance. Tenant shall, at Tenant's expense, maintain on all of Tenant's personal property and leasehold improvements and alterations on the premises a policy of standard fire insurance, with extended coverage, in the amount of their replacement value. Such insurance shall name Landlord and Tenant as co-insureds. All proceeds of any such insurance shall be applied to the restoration of Tenant's personal property, leasehold improvements and alterations. Any proceeds of such insurance remaining after such restoration shall belong to Tenant.

15. Landlord's Insurance. Landlord shall, at Landlord's expense, maintain on the premises fire and casualty insurance in an amount of its replacement value. All proceeds of any such insurance shall be payable to Landlord and shall be applied to the restoration of the premises and building to the extent provided in Section 18; any proceeds of such insurance remaining after such restoration shall belong to Landlord. Landlord shall maintain comprehensive liability

insurance on the premises and property damage insurance on the permanent collections contained therein in an amount it determines reasonable.

16. Assignment and Subletting. Neither this Lease nor any right hereunder may be assigned, transferred, encumbered, or sublet, in whole or in part, by Tenant, by operation of law or otherwise, without Landlord's prior written consent. Landlord consents to Tenant using the premises for event rentals provided Tenant requires additional insurance from the sub-tenant consistent with the insurance requirements contained herein and a museum staff member be present during the event. Landlord consents to Tenant subletting a portion of the premises to the Wenatchee Area Genealogical Society. 17. Inspection. Landlord shall have the right of reasonable inspection of the leased premises at all reasonable times and for said purpose shall have free access thereto.

18. Damage or Destruction. If the leased premises are damaged or destroyed by fire or any cause other than act or omission of Tenant, its employees, agents, invitees or licensees, Landlord shall restore the leased premises, except for such fixtures, improvements and alterations as are installed by Tenant, as nearly as practicable to their condition immediately prior to such damage or destruction. Tenant, at Tenant's expense, shall so restore all such fixtures, improvements and alterations installed by Tenant. Landlord, at Tenant's expense, shall so restore the leased premises with respect to all damage caused by any act or omission of Tenant, its employees, agents, invitees or licensees, and Tenant agrees to reimburse Landlord upon demand for all sums expended from time to time for such restoration. The obligations to restore provided in this paragraph shall be subject to Landlord's termination rights provided below. Any restoration shall be promptly commenced and diligently prosecuted. Landlord shall not be liable for any consequential damages by reason of any such damage or destruction.

Notwithstanding any of the foregoing provisions of this Section, in the event the premises shall be destroyed or damaged to such an extent that Landlord deems that it is not economically feasible to restore the same, then Landlord may terminate this Lease as of the date of the damage or destruction by giving Tenant notice to that effect.

19. Condemnation. If all of the premises is taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date possession is taken by said public authority pursuant to such condemnation.

If any part of the premises is so taken and, in the opinion of either Landlord or Tenant, it is not economically feasible to continue this Lease in effect, either party may terminate this Lease. Such termination by either party shall be made by notice to the other given not later than thirty (30) days after possession is taken, the termination to be effective as of the later of thirty (30) days after said notice or the date possession is so taken.

If part of the premises is so taken, and neither Landlord nor Tenant elects to terminate this Lease, or until termination is effective, as the case may be, the rental shall be abated in the same proportion as the portion of the premises so taken bears to the whole of the premises, and Landlord shall make such repairs or alterations, if any, as are required to render the remainder of the premises tenable.

All damages awarded for the taking or damaging of all or any part of the premises shall belong to and be the property of Landlord, and Tenant hereby assigns to Landlord any and all claims to such award, but nothing herein contained shall be construed as precluding Tenant from asserting any claim Tenant may have against such public authority for disruption or relocation of Tenant's business on the premises.

20. Default; Remedies. The occurrence of any of the following events shall be deemed a breach of this Lease, namely: If Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition under any bankruptcy act or any other law for the relief of debtors; or if an involuntary petition is filed against Tenant under any such law and is not dismissed within sixty (60) days after filing; or if a receiver be appointed for the property of Tenant and is not discharged or removed within sixty (60) days; or if any department of any government or any officer thereof shall take possession of the business or property of Tenant; or if the Tenant is adjudicated a bankrupt. Upon any such occurrence Landlord, at its option, may terminate this Lease by notice to Tenant and upon such termination Tenant shall quit and surrender the premises to Landlord, but Tenant shall remain liable as hereinafter provided.

IF TENANT SHALL DEFAULT IN PERFORMANCE OF ANY OF TENANT'S OBLIGATIONS UNDER THIS LEASE OR SHALL VIOLATE ANY TERM OR PROVISION OF THIS LEASE, OR IF THE PREMISES SHALL BE LEFT VACANT OR UNOCCUPIED FOR A PERIOD OF TEN (10) DAYS, LANDLORD MAY, UPON GIVING TENANT ANY NOTICE REQUIRED BY LAW, TERMINATE THIS LEASE AND UPON SUCH TERMINATION TENANT SHALL QUIT AND SURRENDER THE PREMISES TO LANDLORD, BUT THE TENANT SHALL REMAIN LIABLE AS HEREINAFTER PROVIDED.

If this Lease shall be terminated as herein provided, Landlord may immediately or at any time thereafter re-enter the premises and remove any and all persons and property therefrom; by any suitable proceeding, law or otherwise, without liability therefor, and re-enter the premises, without such re-entry diminishing Tenant's obligation to pay rental for the full term hereof, and Tenant agrees to pay Landlord any deficiency arising from re-entry and reletting of the premises at a lesser rental than provided herein.

Landlord shall apply the proceeds of any reletting first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of the premises, and removing persons and property therefrom, and in putting the same into good order or condition or preparing

or altering the same for reletting, and all other expenses incurred by Landlord for reletting the premises; and then to Tenant's obligation to pay rental. Any such reletting may be for the remainder of the term of this Lease or for a longer or shorter period. In any case and whether or not the premises or any part thereof be relet, Tenant shall pay to Landlord the rent and all other charges required to be paid by Tenant up to the time of such termination of the Lease, and, thereafter, Tenant agrees to pay the equivalent of the amount of all rent reserved herein and all other charges required to be paid by Tenant, less the net proceeds of reletting, if any, and the same shall be due and payable by Tenant monthly as the amount thereof is ascertained by Landlord, and Landlord may bring an action therefor as such monthly deficiencies arise. In any of the circumstances hereinabove mentioned, Landlord shall have the option, instead of holding Tenant liable for the amount of all the rent and all other charges required to be paid by Tenant less the net proceeds of reletting if any, forthwith to recover from Tenant an aggregate sum representing, at the time of such termination of this Lease, the then present worth of the excess, if any, of the aggregate of the rent and all other charges payable by the Tenant hereunder that would have accrued until the end of the Lease term over the aggregate rental value of the premises during such term.

21. Liens. Tenant shall not suffer or permit any lien to be filed against the premises, any building thereof, or any part thereof or the Tenant's leasehold interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the premises or any part thereof under Tenant. If any such lien is filed against the premises or any improvement thereon or Tenant's leasehold interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same.

22. Indemnity by Tenant. Tenant agrees that Landlord shall not be liable for any claims for death of or injury to person or damages to or destruction of property sustained by Tenant, its sublessees, licensees, invitees, or by any other person in the premises, including without limiting the generality of the foregoing, any claims caused by or arising from the condition or maintenance of any part of the premises unless such damage is caused by the sole negligence of Landlord. Tenant hereby waives all claims therefor and agrees to indemnify and save Landlord harmless against any such claim, loss, damage or liability or any expense incurred by Landlord in connection therewith.

23. Notices. All notices, demands and requests to be given by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be sent by United States registered or certified mail, postage prepaid, addressed to Tenant at 127 S. Mission Street, Wenatchee, Washington 98801, or at such other place as Tenant may from time to time designate by notice to Landlord. All notices, demands and requests by Tenant to the Landlord shall be sent by United States registered or certified mail, postage prepaid, addressed to Landlord at P.O. Box 519, Wenatchee, Washington 98807-0519, or at such other place as Landlord may from time to time designate by notice to Tenant. Notice, demands, and requests served upon Landlord or Tenant as provided in this Section in the manner aforesaid shall be deemed sufficiently served or

given for all purposes hereunder at the time such notice, demand, or request shall be so mailed in any post office in Wenatchee, Washington.

24. Performance of Covenants. If Tenant shall fail to make any payment or perform any of the Tenant's obligations under this Lease, Landlord may, without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant under this Lease, make such payment or perform such obligation in such manner and to such extent as Landlord deems desirable. All sums so paid by Landlord and all necessary costs and expenses in connection with the performance of any such obligation by Landlord, together with interest thereon at the rate of twelve percent (12%) per annum, compounded monthly, from the date of the making of such expenditure by Landlord, shall be deemed additional rent hereunder and shall be payable to Landlord on demand.

25. Surrender of Premises. Tenant, at the expiration or sooner termination of this Lease, shall quit and surrender the premises in good, neat, clean and sanitary condition, except for reasonable wear and tear and damage not caused by any act or omission by Tenant, its employees, agents, invitees or licensees.

26. Force Majeure. Landlord's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond the control and without fault or negligence of Landlord, including but not restricted to acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

27. Light, Air and View. Landlord does not guarantee the continued present status of light, air or view over any premises adjoining or in the vicinity of the premises.

28. Miscellaneous.

(a) Non-waiver. No failure of Landlord to insist upon the strict performance of any provision of this Lease shall be construed as depriving Landlord of the right to insist on strict performance of such provision or any other provision in the future. No waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. No acceptance of rent or of any other payment by Landlord from Tenant after any default by Tenant shall constitute a waiver of any such default or any other default. Consent by Landlord in any one instance shall not dispense with necessity of consent by Landlord in any other instance.

(b) Attorneys' Fees. If an action be commenced to enforce any of the provisions of this Lease, the parties shall bear their own attorneys fees and costs incurred therein.

(c) Captions and Construction. The captions in this Lease are for the convenience of the reader and are not to be considered in the interpretation of its terms.

(d) Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced as written to the fullest extent permitted by law.

(e) Governing Law. This Lease shall be governed by the law of the State of Washington.

(f) Entire Agreement. This document contains the entire and integrated agreement of the parties and may not be modified except in writing signed and acknowledged by both parties.

(g) Remedies Cumulative. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violations, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

(h) Time. Time is of the essence to this Lease.

(i) Conflict of Provisions. In case of conflict, the more specific provision of this Lease shall control.

(j) Binding Effect. Subject to the provisions of Section 15 hereof, this Lease shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease at Wenatchee, Washington, the day and year first above written.

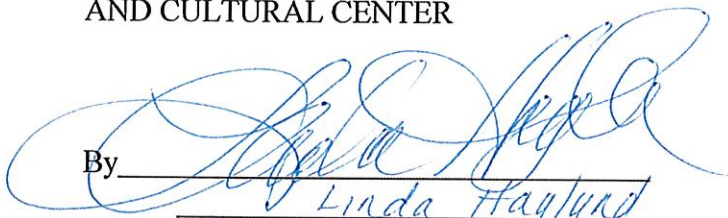
LANDLORD:

CITY OF WENATCHEE

By _____
FRANK J. KUNTZ, Mayor

TENANT:

WENATCHEE VALLEY MUSEUM
AND CULTURAL CENTER

By 
Linda Haylund
Its: Board PRESIDENT

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 the City of Wenatchee to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2020.

(signature)

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