



**CITY OF WENATCHEE  
PUBLIC NOTICE  
Re: Wenatchee City Council Meeting  
September 10, 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 10 de Septiembre 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, 3<sup>rd</sup> Floor • P.O. Box 519 • Wenatchee, WA 98807-0519  
Telephone: (509) 888-6204 • Facsimile: (509) 888-3636 • TTY: 711  
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**WENATCHEE CITY COUNCIL**  
**Thursday, September 10, 2020**  
Wenatchee City Hall Council Chambers  
301 Yakima Street, 2<sup>nd</sup> 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 by calling (509) 888-3298, passcode 66516.

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

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

**2. Consent Items:**

- Motion to approve agenda, vouchers, and minutes from previous meetings.  
Vouchers:  
Claim checks #196115 through #196121 in the amount of \$7,270.86 for August 27, 2020  
Claim checks #196114, #196122 through #196245 in the amount of \$1,073,526.36 for August 28, 2020  
Benefits/deductions in the amount of \$893,739.84 for August 31, 2020  
Claim check #196256 in the amount of \$20,374.81 for August 31, 2020  
Payroll distribution in the amount of \$12,701.38 for August 31, 2020  
Payroll distribution in the amount of \$470,246.65 for September 4, 2020
- Motion to approve Resolution No. 2020-25, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Department of Information Systems to dispose of the personal property identified herein.

**3. Action Items.**

- A.** City Council adoption of the North Wenatchee Avenue Preliminary Engineering Report Presented by Gary Owen, City Engineer  
*Action Requested: Staff recommends the City Council pass Resolution No. 2020-12 adopting the "North Wenatchee Avenue (SR285) Preliminary Engineering Summary Report" dated January 24, 2020 as a guidance document for future comprehensive planning and updates to pertinent City land use regulations.*
- B.** City of Wenatchee Project No. 1809 – SSA/OHO Wenatchee Remodel construction contract between the City and TW Clark Construction, Change Order No. 5 in the amount of \$60,563.25  
Presented by Elisa Webb, Facilities Manager, and Aaron Kelly, Operations Manager  
*Action Requested: Staff recommends the City Council approve the contract change order with TW Clark Construction and authorize the Mayor's signature.*

- C.** City of Wenatchee Comprehensive Stormwater Plan Adoption  
Presented by Jessica Shaw, Deputy Public Works Director - Utilities  
*Action Requested: Staff recommends the City Council adopt the 2020 City of Wenatchee Comprehensive Stormwater Plan.*
- D.** *Revisions to Wenatchee City Code 9.16 Storm Drainage Utility*  
Presented by Jessica Shaw, Deputy Public Works Director - Utilities  
*Action Requested: Staff recommends the City Council adopt Ordinance No. 2020-24 amending Chapter 9.16 "Storm Drainage Utility" of the Wenatchee City Code.*
- E.** Second Addendum/Amendment to Lease with the Washington State Apple Blossom Festival Association  
Presented by Aaron Kelly, Operations Manager  
*Action Requested: Staff recommends the City Council approve the Second Addendum/Amendment to Lease between the Washington State Apple Blossom Festival Association and the City of Wenatchee and authorize the Mayor's signature.*

#### **4. Reports.**

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

#### **5. Adjournment.**

## WENATCHEE CITY COUNCIL WORK SESSION

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

MINUTES

Thursday, August 20, 2020

5:15 p.m.

**DRAFT**

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

**Staff Present:** Executive Services Director Laura Merrill, City Clerk Tammy Stanger, IS Support Tim McCord, Community Development Director Glen DeVries, Building Official Cliff Burdick, Police Chief Steve Crown

### **DISCUSSION ITEMS:**

#### A. Noise Ordinance

Community Development Director Glen DeVries provided the next suggested steps for additional research and alternatives for the noise ordinance. He suggested a sub-committee be formed that would include three Councilmembers and three Planning Commission members, as well as staff. The Council concurred this would be a good way to look at it, and it may even be possible that no changes are necessary to the code. Councilmembers Bailey, Cuevas and Kulaas offered to be on the sub-committee, and Councilmember Huffaker will be an alternate.

#### B. Wildlife Urban Interface (WUI)/Residential Foothills

Community Development Director Glen DeVries and Building and Fire Code Official Cliff Burdick presented a power point presentation outlining the draft revisions to the Residential Foothills Low Zoning District. The draft revisions to the zoning district intend to recognize existing city standards such as the Wildland Urban Interface code; emergency vehicle access standards; critical area codes; and current stormwater and street standards. The direction of the Council was to have the Planning Commission continue the work and include the revisions in the 2020 annual review 60-day notice.

The Mayor provided an update on obtaining additional dollars from partners for the Confluence Parkway NEPA project. Link Transit has agreed to an additional amount of money, and he is working with the PUD. He is cautiously optimistic we will get there, with the City contributing a fair share.

The Mayor spoke briefly about the homeless issues in Wenatchee. The city has been receiving a lot of complaints. The Homeless Task Force meets next week and will discuss the topic of a low barrier shelter.

Councilmember Huffaker attended the Chamber meeting this week. He stated home sales are still doing well, although home inventory is down 57% from last year.

Councilmember Esparza, who sits on the Health District Board, said we have crested the second wave for COVID, and it appears masks are working. The Mayor added that Wenatchee is a test site for COVID vaccinations.

Chief Crown provided an update that the Special Services Division (SSD) has fired back up again this week. They will have a training on homeless outreach. They also hope to work closely with the VIPS for graffiti cleanup around the city.

With nothing further to discuss, the meeting adjourned at 5:56 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk



**WENATCHEE CITY COUNCIL**  
**Thursday, August 27, 2020**  
Wenatchee City Hall Council Chambers  
301 Yakima Street, 2<sup>nd</sup> Floor  
Wenatchee, WA 98801

**DRAFT**

**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, City Attorney Steve Smith, City Clerk Tammy Stanger; IS Support Tim McCord, Public Works Director Rob Jammerman, Public Works Deputy Director-Utilities Jessica Shaw, Senior Engineer Jeremy Hoover, Finance Director Brad Posenjak, Operations Manager Aaron Kelly

**4:45 p.m. Executive Session.**

Motion by Councilmember Mark Kulaas to convene in executive session for a time period not to exceed 30 minutes, and with legal counsel present, 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. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

Council adjourned from executive session at 5:05 p.m.

**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 Linda Herald led the Pledge of Allegiance. All Councilmembers were present.

**2. Consent Items:**

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

### 3. Presentations.

- Childhood Cancer Awareness Month Proclamation – Councilmember Travis Hornby read the proclamation.

### 4. Action Items.

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

Deputy Public Works Director-Utilities Jessica Shaw provided the Council the information for the emergency repairs made to the digester gas piping at the Waste Water Treatment Plant. No action was requested.

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

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

Motion by Councilmember Keith Huffaker for City Council to 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. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

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

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

Motion by Councilmember Mark Kulaas for City Council to adopt Ordinance 2020-21 amending Chapters 1.48 and 1.52 WCC as related to the Public Art Program. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

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

Operations Manager Aaron Kelly presented the staff report.

Motion by Councilmember Mark Kulaas for City Council approve the lease between the Wenatchee Valley Museum and Cultural Center and the City of Wenatchee and authorize the Mayor's signature. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

## 5. Reports.

- a. Mayor's Report. The Mayor reported on the following:
  1. There is approximately \$220,000 remaining of CARES Act funds that won't be used internally by the City. More information is coming regarding additional CARES funding and deadline extensions. The Mayor would like Council input on what an application process may look like for local businesses to apply for funding. The Port has done a good job with their application process.
  2. Confluence Health has asked about the possibility of using the DOT property as a drive-thru testing site.
  3. The Mayor attended the homeless meeting this week where they discussed the grant received for planning a low-barrier shelter. The County is not on board with a 1/10% sales tax that would be needed to fully implement and operate a low-barrier shelter.
  4. He spoke about the homeless issues in Wenatchee and the many complaints being received. He has discussed with the City Attorney and has authorized the vehicles that are camped on Worthen Street to be towed.
- b. Reports/New Business of Council Committees. None.

**6. Adjournment.** With no further business, the meeting adjourned at 5:59 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy Stanger, City Clerk



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Dale Cantrell, Information Systems Director  
Information Systems

**MEETING DATE:** September 10, 2020

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**I. SUBJECT**

Motion to authorize Mayor's signature for Resolution No. 2020-25

**II. ACTION REQUESTED**

Approve the motion to authorize Mayor's signature for Resolution No. 2020-25

**III. OVERVIEW**

The City has several computer hardware items that are surplus to the needs of the City. The attached Resolution No. 2020-25 describes the process and Exhibit A lists the surplus equipment.

The non-operation surplus equipment will be recycled. The operational surplus equipment will be sold by online auction.

**IV. FISCAL IMPACT**

None.

**V. REFERENCE(S)**

1. Resolution No. 2020-25
2. Exhibit A listing of surplus equipment

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk

**RESOLUTION NO. 2020-25**

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

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

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

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE,** at a regular meeting thereof, this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF WENATCHEE, a Municipal Corporation

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

ATTEST:

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

APPROVED

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

**EXHIBIT A  
INFORMATION SYSTEMS  
INVENTORY DISPOSAL LIST  
9/10/2020**

Inventory #	Inventory Class	Description	Serial Number	Reason for Disposition	Method of Disposition
3096	Firewall	SonicWall NSA 4600	coeae485d536	End of Life	Online Bid Auction
3097	Firewall	SonicWall NSA 4600 HA	coeae46b4e84	End of Life	Online Bid Auction
2282	Laptop	Dell Latitude D820	dpbq7b1	Not Repairable	Recycling
2291	Laptop	Dell Latitude D820	btdsmb1	Not Repairable	Recycling
2706	Laptop	Dell Latitude E6500	9fh27j1	Not Repairable	Recycling
2802	Laptop	Dell Latitude E6510	32j2rm1	Not Repairable	Recycling
2804	Laptop	Dell Latitude E6510	6rh2rm1	Not Repairable	Recycling
2806	Laptop	Dell Latitude E4310	bl6brm1	Not Repairable	Recycling
2807	Laptop	Dell Latitude E4310	7k6brm1	Not Repairable	Recycling
2814	Laptop	Dell Latitude E6410 ATG	h9sbvm1	Not Repairable	Recycling
2879	Laptop	Dell Latitude E6520	73t2fs1	Not Repairable	Recycling
2881	Laptop	Dell Latitude E6520	22t2fs1	Not Repairable	Recycling
2882	Laptop	Dell Latitude E6520	c1t2fs1	Not Repairable	Recycling
2932	Laptop	Dell Precision M6600	dz486s1	Not Repairable	Recycling
2937	Laptop	Dell Latitude E6420 XFR	7dmcss1	Not Repairable	Recycling
3035	Laptop	Lenovo X1 Carbon	r9-zrc4w	End of Life	Online Bid Auction
3085	Laptop	Dell Latitude E6430	jk2jf21	End of Life	Online Bid Auction
3165	Laptop	Dell Latitude E5550	8lnqy52	Not Repairable	Recycling
2004	Monitor	19" Flat Screen	a593406a0121k0019	Not Repairable	Recycling
2150	Monitor	24" Flat Screen	cnp601z0k6	Not Repairable	Recycling
2292	Monitor	Dell Ultrasharp 1907FP	cn-0dc323-71618-67f-bfhu	End of Life	Online Bid Auction
2386	Monitor	Dell UltraSharp 2407FP	mx-0cc302-46634-71f-1upu	End of Life	Online Bid Auction
2541	Monitor	Dell Ultrasharp 1707FP	cn-0cc352-64180-68p-1uys	Not Repairable	Recycling
2580	Monitor	Dell Ultrasharp 1908FP	cn-0fp182-71618-7cf-rf3r	End of Life	Online Bid Auction
2597	Monitor	Dell Ultrasharp 1908FP	cn-0fp182-71618-7cf-rf4a	End of Life	Online Bid Auction
2604	Monitor	Dell Ultrasharp 1908FP	cn-0fp182-71618-7cf-rkvh	End of Life	Online Bid Auction
2607	Monitor	Dell Ultrasharp 1908FP	cn-0fp182-71618-7cf-rkvb	End of Life	Online Bid Auction
2625	Monitor	Dell UltraSharp 2408WFP	mx-og283h-74262-87a-23n8-a00	Not Repairable	Recycling
2631	Monitor	Dell Ultrasharp 1908FP	cn-0g313h-74261-875-8fjl-a00	End of Life	Online Bid Auction
2640	Monitor	Dell Ultrasharp 1908FP	cn-0g313h-74261-875-8fhl-a00	End of Life	Online Bid Auction
2665	Monitor	Samsung 19" LCD Monitor	amek3chq502048y	End of Life	Online Bid Auction

**EXHIBIT A  
INFORMATION SYSTEMS  
INVENTORY DISPOSAL LIST  
9/10/2020**

Inventory #	Inventory Class	Description	Serial Number	Reason for Disposition	Method of Disposition
2726	Monitor	Dell Ultrasharp 1908FP	cn-og313h-74261-916-181l	End of Life	Online Bid Auction
2791	Monitor	Dell Professional P190S	cn-ornmh6-74445-9cg-bcll	End of Life	Online Bid Auction
2792	Monitor	Dell Professional P190S	cn-ornmh6-74445-9cg-bnbl	End of Life	Online Bid Auction
2828	Monitor	Dell Professional P190S	cn-ornmh6-74445-07s-fdds	End of Life	Online Bid Auction
2852	Monitor	Dell Professional P190S	cn-opn59g-74261-18n-477u	End of Life	Online Bid Auction
2910	Monitor	Dell Professional P190S	cn-09tvyf-72872-1av-cami	End of Life	Online Bid Auction
2911	Monitor	Dell Professional P190S	cn-09tvyf-72872-1av-c9ti	End of Life	Online Bid Auction
2912	Monitor	Dell Professional P190S	cn-09tvyf-72872-1av-ca4i	End of Life	Online Bid Auction
2913	Monitor	Dell Professional P190S	cn-09tvyf-72872-1av-c9ci	End of Life	Online Bid Auction
2918	Monitor	Dell Professional P190S	cn-09tvyf-72872-1av-ca9i	End of Life	Online Bid Auction
2921	Monitor	Dell Professional P190S	cn-09tvyf-72872-1av-c9mi	End of Life	Online Bid Auction
2928	Monitor	Dell Professional P190S	cn-09tvyf-72872-229-2k7i	End of Life	Online Bid Auction
2943	Monitor	Dell Professional P1913S	cn-0rvc21-74261-299-3klm	End of Life	Online Bid Auction
2944	Monitor	Dell Professional P1913S	cn-0rvc21-74261-29g-3mfm	End of Life	Online Bid Auction
2982	Monitor	Coban 1600 NIT Touchscreen	48000910	Not Repairable	Recycling
3017	Monitor	Dell Professional P1913S	cn-0rvc21-74261-324-11fl	End of Life	Online Bid Auction
3020	Monitor	Dell Professional P1913S	cn-0rvc21-74261-324-0mtl	End of Life	Online Bid Auction
3021	Monitor	Dell Professional P1913S	cn-0rvc21-74261-324-0ujl	End of Life	Online Bid Auction
3023	Monitor	Dell Professional P1913S	cn-0rvc21-74261-324-0n1l	End of Life	Online Bid Auction
3026	Monitor	Dell Professional P2412H	cn-okg49t-74261-31h-2cou	SCADA	Transfer to Waste Water
3027	Monitor	Dell Professional P2412H	cn-okg49t-74261-31h-1nru	SCADA	Transfer to Waste Water
3090	Monitor	Dell Professional P1914S	cn-oygp39-72872-443-a7jl	End of Life	Online Bid Auction
3108	Monitor	Dell UltraSharp U2414Hb	cn-or9f1p-74261-4bg-15nl	Not Repairable	Recycling
3221	Monitor	Dell S2715H	cn-oyxc9g-74445-659-akkl	SCADA	Transfer to Regional Water
3222	Monitor	Dell S2715H	cn-oyxc9g-74445-61p-395l	SCADA	Transfer to Regional Water
2289	Other	Avocent IP KVM Switch	100072746	Not Repairable	Recycling
2933	Other	Avocent MergePoint Unity 108e	520057887	Not Repairable	Recycling
3087	Other	Barracuda Message Archiver	bar-ma-508310	Not Repairable	Trade In
2772	PC	Dell Optiplex 780	cj1w3m1	Not Repairable	Recycling
2931	PC	Dell Precision T3500	8k5nns1	End of Life	Online Bid Auction
2957	PC	Dell Optiplex 7010	34s2zv1	End of Life	Online Bid Auction

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INFORMATION SYSTEMS  
INVENTORY DISPOSAL LIST  
9/10/2020**

Inventory #	Inventory Class	Description	Serial Number	Reason for Disposition	Method of Disposition
2964	PC	Dell Optiplex 7010	34r3zv1	End of Life	Online Bid Auction
2981	PC	Coban Titan M7	41000887	Not Repairable	Recycling
2983	PC	Dell Precision T3600	34rmrw1	End of Life	Online Bid Auction
2993	PC	Dell Precision T1650	hrhxsww1	End of Life	Online Bid Auction
2996	PC	Dell Optiplex 7010	b0zysw1	End of Life	Online Bid Auction
3064	PC	Dell Precision T3610	1cyhcz1	End of Life	Online Bid Auction
3070	PC	Dell Optiplex 7010	4b1t6z1	End of Life	Online Bid Auction
3071	PC	Dell Optiplex 7010	4d1t6z1	End of Life	Online Bid Auction
3072	PC	Dell Optiplex 7010	8yot6z1	End of Life	Online Bid Auction
3073	PC	Dell Optiplex 7010	921t6z1	End of Life	Online Bid Auction
3077	PC	Dell Optiplex 7010	d61t6z1	End of Life	Online Bid Auction
3079	PC	Dell Optiplex 7010	21qkbz1	End of Life	Online Bid Auction
3115	PC	Dell Optiplex 7020	82z1c42	End of Life	Online Bid Auction
3118	PC	Dell Optiplex 7020	252fc42	End of Life	Online Bid Auction
3119	PC	Dell Optiplex 7020	252gc42	End of Life	Online Bid Auction
3120	PC	Dell Optiplex 7020	252jc42	End of Life	Online Bid Auction
3121	PC	Dell Optiplex 7020	252hc42	End of Life	Online Bid Auction
3122	PC	Dell Optiplex 7020	252kc42	End of Life	Online Bid Auction
3124	PC	Dell Optiplex 7020	560dc42	End of Life	Online Bid Auction
3125	PC	Dell Optiplex 7020	560cc42	Not Repairable	Recycling
3126	PC	Dell Optiplex 7020	560hc42	End of Life	Online Bid Auction
3127	PC	Dell Optiplex 7020	560jc42	End of Life	Online Bid Auction
3128	PC	Dell Optiplex 7020	560fc42	End of Life	Online Bid Auction
3129	PC	Dell Optiplex 7020	560gc42	End of Life	Online Bid Auction
3130	PC	Dell Optiplex 7020	55zkc42	End of Life	Online Bid Auction
3131	PC	Dell Optiplex 7020	55zkc42	End of Life	Online Bid Auction
3132	PC	Dell Optiplex 7020	560kc42	End of Life	Online Bid Auction
3143	PC	Dell Optiplex 7020	f2gqc42	End of Life	Online Bid Auction
3177	PC	Dell Precision T7810	jsf2x52	End of Life	Online Bid Auction
1913	Printer	HP DeskJet 450 Mobile	sg31k2142w	Not Repairable	Recycling
2285	Printer	HP DeskJet 450 Mobile	sg35e21157	Not Repairable	Recycling

**EXHIBIT A  
INFORMATION SYSTEMS  
INVENTORY DISPOSAL LIST  
9/10/2020**

Inventory #	Inventory Class	Description	Serial Number	Reason for Disposition	Method of Disposition
2327	Printer	HP DeskJet 6940	my67a8r1c0	Not Repairable	Recycling
2352	Printer	HP DeskJet 6940	my6ac9r1j5	Not Repairable	Recycling
2377	Printer	Epson M147g receipt printer	je6g000321	End of Life	Online Bid Auction
2473	Printer	HP DeskJet 6940	my72d9r3s7	Not Repairable	Recycling
2485	Printer	Epson M147g receipt printer	je6g000651	End of Life	Online Bid Auction
2486	Printer	Epson M147g receipt printer	je6g000654	End of Life	Online Bid Auction
2487	Printer	Epson M147g receipt printer	je6g000652	End of Life	Online Bid Auction
2488	Printer	HP LaserJet P2015	cnb1s25999	End of Life	Online Bid Auction
2504	Printer	HP DeskJet 6940	my774bs3nd	Not Repairable	Recycling
2549	Printer	Zebra P420i	p420009513	End of Life	Online Bid Auction
2622	Printer	HP Color LaserJet cm1312nfiMFP	cnb883m8j5	End of Life	Online Bid Auction
2734	Printer	HP Color LaserJet CP4005N	jp4lb65309	End of Life	Online Bid Auction
2795	Printer	HP Color LaserJet cp4025n	jpbc3z0zt	Not Repairable	Trade In
2800	Printer	HP LaserJet p2055dn	cnb9714051	End of Life	Online Bid Auction
2936	Printer	HP Color LaserJet Pro 400	cnbg300259	End of Life	Online Bid Auction
2679	Server	HP EVA4400 SAN	sga838005p	Not Repairable	Recycling
2680	Server	HP M6412 Drive Enclosure	sga837031c	Not Repairable	Recycling
2835	Server	HP M6412 Drive Enclosure	sga03401yg	Not Repairable	Recycling
2836	Server	HP M6412 Drive Enclosure	sga03401yb	Not Repairable	Recycling
2978	Server	HP P2000 G3 iSCSI MSA	286234c238	Not Repairable	Recycling
3058	Server	Dell PowerEdge R720xd	bjg39y1	End of Life	Online Bid Auction
3059	Server	Dell PowerEdge R720xd	bjg29y1	End of Life	Online Bid Auction
3306	Server	Nobilis i5083 tower server	s188116x6b26856	SCADA	Transfer to Regional Water
3307	Server	Nobilis i5083 tower server	s188116x6b26861	SCADA	Transfer to Regional Water
3404	Server	Nobilis i5038	1631710	SCADA	Transfer to Waste Water
3405	Server	Nobilis i5038	1631711	SCADA	Transfer to Waste Water
2297	Switch	HP Procurve 2848	sg632sk06u	End of Life	Online Bid Auction
2299	Switch	HP Procurve 2848	sg632sk06u	End of Life	Online Bid Auction
2300	Switch	HP Procurve 2848	sg632sk07d	End of Life	Online Bid Auction
2301	Switch	HP Procurve 2848	sg632sk02u	End of Life	Online Bid Auction
2303	Switch	HP Procurve 2848	sg632sk05q	End of Life	Online Bid Auction

**EXHIBIT A  
INFORMATION SYSTEMS  
INVENTORY DISPOSAL LIST  
9/10/2020**

Inventory #	Inventory Class	Description	Serial Number	Reason for Disposition	Method of Disposition
2305	Switch	HP Procurve 2848	sg632sk02p	End of Life	Online Bid Auction
2311	Switch	HP Procurve 2848	sg632sk04y	End of Life	Online Bid Auction
2378	Switch	HP Procurve 2848	sg649sk007	End of Life	Online Bid Auction
2525	Switch	HP Procurve 2848	sg737sk06a	End of Life	Online Bid Auction
2658	Switch	HP Procurve 3500yl-24g	sg838tf01l	End of Life	Online Bid Auction
2659	Switch	HP Procurve 2848	sg824sk1pa	End of Life	Online Bid Auction
3601	Switch	HP Aruba IAP-228 Wireless AP	cngchn302j	Not Repairable	Trade In
3613	Switch	HP Aruba IAP-228 Wireless AP	cngnhn30rw	Not Repairable	Trade In
3645	Switch	HP Aruba 3810M 24G PoE	sg8agyw049	Not Repairable	Trade In
3028	Tablet	Panasonic ToughPad	3ftya13256	End of Life	Online Bid Auction
3029	Tablet	Panasonic ToughPad	3ftya13249	End of Life	Online Bid Auction
3030	Tablet	Panasonic ToughPad	3ftya13203	End of Life	Online Bid Auction
3031	Tablet	Panasonic ToughPad	3ftya13424	End of Life	Online Bid Auction
3032	Tablet	Panasonic ToughPad	3ftya13128	End of Life	Online Bid Auction
3033	Tablet	Panasonic ToughPad	3ftya13238	End of Life	Online Bid Auction
3039	Tablet	Dell XPS 11	9xtmxy1	End of Life	Online Bid Auction
3101	Tablet	Panasonic ToughPad	4etya76874	End of Life	Online Bid Auction
3102	Tablet	Panasonic ToughPad	4etya76395	End of Life	Online Bid Auction
3103	Tablet	Panasonic ToughPad	4jtya02488	End of Life	Online Bid Auction
3104	Tablet	Panasonic ToughPad	4etya76412	End of Life	Online Bid Auction
3185	Tablet	Apple iPad Air 2	dmpqp7qtg5vj	End of Life	Online Bid Auction
3186	Tablet	Apple iPad Air 2	dmpqp7mmg5vj	End of Life	Online Bid Auction
3218	Tablet	HTC Google Nexus 9	ht515ww02991	End of Life	Online Bid Auction
3232	Tablet	Apple iPad Pro	dlxr59gdgmw3	Not Repairable	Trade In
3408	Tablet	Dell Latitude 3379	91fxsj2	Not Repairable	Recycling
3594	Tablet	Apple iPad Pro	dlxwr2llhp34	Not Repairable	Recycling
2664	Video	AMX Touch Panel	225901x457000036	Not Repairable	Recycling
2670	Video	AMX NetLinx Int. Cont. NI-3100	Unknown	Not Repairable	Recycling
3239	Video	TruVision NVR 21	90122457	Not Repairable	Recycling



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Gary Owen, City Engineer

**MEETING DATE:** September 10, 2020

---

**I. SUBJECT**

City Council adoption of the North Wenatchee Avenue Preliminary Engineering Report

**II. ACTION REQUESTED**

Staff recommends the City Council pass Resolution No. 2020-12 adopting the "North Wenatchee Avenue (SR285) Preliminary Engineering Summary Report" dated January 24, 2020 as a guidance document for future comprehensive planning and updates to pertinent City land use regulations.

**III. OVERVIEW**

In 2011, the Wenatchee City Council adopted the North Wenatchee Avenue Transportation Master Plan which identifies numerous short and long term project on North Wenatchee Avenue and the Confluence Parkway Bypass concept. Since the plan was adopted, a number of capital projects have been or are currently in development including Pine Street, Tacoma Street, McKittrick Signal, and the Technology Way Extension.

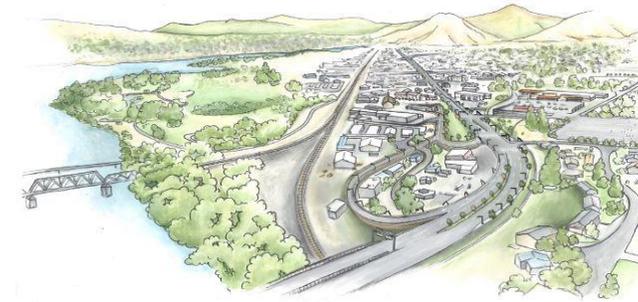
WSDOT's funding of the North Wenatchee Area Improvements through the Connecting Washington program included \$23 Million dollars for various improvements including intersection improvements at the intersection of SR2/97 and Easy Street, Intelligent Signal upgrades, and other unspecified intersection improvements along the North Wenatchee Avenue corridor.

In 2017, the City Council authorized staff to enter into an agreement with KPG Interdisciplinary Design to further define and evaluate alternative improvements identified in the North Wenatchee Transportation Master Plan and the North Wenatchee Form and Function Study. KPG was selected by a panel of staff from Public Works, the Mayor's office, Community Development, the Chelan Douglas Transportation Council, WSDOT, and LINK Transit. The estimated cost to complete the predesign and public process was \$375K and KPG was retained by the city to begin work with a budget of \$100K. In 2018, the City Council approved an agreement with WSDOT to fully fund the predesign effort.

The predesign effort included a robust public involvement process in 2018 and presentations to the city council in 2018 and 2019. The end result is titled the "North Wenatchee Avenue (SR285) Preliminary Engineering Summary Report" dated January 24, 2020 which is currently available for viewing on the city website at:

<https://www.wenatcheewa.gov/government/city-projects/north-wenatchee-avenue-preliminary-engineering-summary-report>

North Wenatchee Avenue (SR 285)  
Preliminary Engineering  
Summary Report



January 24, 2020

**KPG**  
Interdisciplinary Design  
23 South Wenatchee Avenue Ste 223  
Wenatchee WA 98801  
o: 509.663.2711  
www.kpg.com

The report is currently being utilized by WSDOT in the early design stages of an ITS strategy and Intersection improvements in the vicinity of the Maiden and Duncan/Horselake Rd. intersections with North Wenatchee Avenue. Public Works staff is utilizing the report in the final design of the McKittrick Signal project and mitigation negotiations related to development traffic impacts to the corridor.

**IV. FISCAL IMPACT**

This action has no fiscal impact.

**V. PROPOSED PROJECT SCHEDULE**

N/A

**VI. REFERENCE(S)**

1. <https://www.wenatcheewa.gov/government/city-projects/north-wenatchee-avenue-preliminary-engineering-summary-report>
2. Resolution 2020-12

**VII. ADMINISTRATIVE ROUTING**

Rob Jammerman, Public Works Director  
Tammy Stanger, City Clerk  
Laura Merrill, Executive Services Director  
Glen DeVries, Community Development Director  
Jacob Huylar, Engineering Services Manager

## **RESOLUTION NO. 2020-12**

**A RESOLUTION,** adopting the “North Wenatchee Avenue (SR285) Preliminary Engineering Summary Report” dated January 24, 2020 as a guidance document for future comprehensive planning and updates to pertinent City land use regulations.

**WHEREAS,** the Wenatchee City Council adopted the North Wenatchee Avenue Transportation Master Plan as a guidance document on March 24<sup>th</sup>, 2011; and

**WHEREAS,** the Washington State Department of Transportation (WSDOT) was recently awarded Connecting Washington funding for the “SR285 - North Wenatchee Area Intersection Improvements” project; and

**WHEREAS,** the City desires to further define and prioritize projects and strategies identified in the North Wenatchee Avenue Transportation Master Plan; and

**WHEREAS,** the City and WSDOT jointly funded an effort to further define projects identified in the North Wenatchee Avenue Transportation Master Plan. This effort has resulted in the planning document titled the “North Wenatchee Avenue (SR285) Preliminary Engineering Summary Report”, which is intended to guide the development of specific projects and strategies in the corridor; and

**WHEREAS,** the North Wenatchee (SR285) Preliminary Engineering Summary Report provides additional guidance and definition to projects and strategies defined in the previously adopted North Wenatchee Avenue Transportation Master Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** that the “North Wenatchee (SR285) Preliminary Engineering Summary Report” dated January 24, 2020 shall be and hereby is approved as an

additional document to guide future comprehensive planning and updates to pertinent land use regulations.

**PASSED BY THE CITY COUNCIL OF THE CITY  
OF WENATCHEE** at a regular meeting thereof this 10th day of September, 2020.

**CITY OF WENATCHEE**, a municipal corporation

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

ATTEST:

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

APPROVED:

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



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** September 10, 2020

---

**I. SUBJECT**

City of Wenatchee Project No. 1809 – SSA/OHO Wenatchee Remodel construction contract between the City and TW Clark Construction, Change Order No. 5 in the amount of \$60,563.25.

**II. ACTION REQUESTED**

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

**III. OVERVIEW**

The City of Wenatchee entered into a contract with TW Clark Construction in September 2019 for the construction of the shell and tenant improvements required on the former City Hall building under lease by General Services Administration (GSA) to house the Social Security Administration (SSA) and the Office of Hearings Operations (OHO).

As the project progressed a few items have been either added or deducted to the overall project. Through the proposal request process the following modifications have been evaluated and recommended for implementation, either by a GSA requested change or by City staff, based on available funds within the approved contingency budget:

- Change Order No. 1 - \$15,500.00 (Council approved on September 26, 2019)
- Change Order No. 2 - \$31,302.46 (Mayor approved on April 9, 2020)
  - Duct Heater (GSA)
  - Restroom Modifications
  - Exterior Metal to EFIS per Permit Requirements
  - Door hardware and lighting fixture modification
- Change Order No. 3 - \$2,430.11 (Mayor approved on June 19, 2020)
  - City Parks Maintenance crew to install irrigation and landscaping
  - Flooring Modifications (GSA)
  - Door Hardware Modifications (GSA & Project)
  - Roof drain relocation
  - Plumbing Code modifications

- Change Order No. 4 - \$61,047.75 (Mayor approved on July 23, 2020)
  - Additional demolition and abatement
  - Replace existing waterline with new 2" system (FACILITIES)
  - Replace existing concrete storm sewer line with new PVC pipe (FACILITIES)
  - Insulation modification
  - COVID – 19 impacts (lighting and accordion door) (GSA)
  - Additional cabinets in training room (GSA)
  - Power modifications for HP-1
  - Power and data relocations (GSA)
- Change Order No. 5 - \$60,563.25
  - Structural repair to the existing vestibule (FACILITIES)
  - Relocate data and power per GSA clarified location (GSA)
  - Roofing repair (FACILITIES)
  - Repave parking lot (FACILITIES)
  - Security System changes per GSA/SSA

**IV. FISCAL IMPACT**

Change Order No. 5 will add \$60,563.25 to the TW Clark Construction contract for a new contract sum of \$2,277,843.57. This change order will impact the project's built in contingency and the fund 504 - Facility Assets Replacements account (FACILITIES).

**V. PROPOSED PROJECT SCHEDULE**

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

**VI. REFERENCE(S)**

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

**VII. ADMINISTRATIVE ROUTING**

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



# AIA® Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
SSA/OHO Wenatchee Remodel  
129 South Chelan Street  
Wenatchee, WA 98801

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: October, 2019

**CHANGE ORDER INFORMATION:**  
Change Order Number: 005  
Date: August 26, 2020

**OWNER:** *(Name and address)*  
City of Wenatchee  
301 Yakima Street  
Wenatchee, WA 98801

**ARCHITECT:** *(Name and address)*  
Forte Architects  
240 North Wenatchee Ave  
Wenatchee, WA 98801

**CONTRACTOR:** *(Name and address)*  
TW Clark Construction LLC  
1117 N Evergreen Road  
Spokane, WA 99216

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

Per PR 027, Rev 1 Fill the cracks in CMU on either side of existing vestibule with Simpson CI-LV pressure-injected epoxy using Simpson injection ports. Crack and surface cleaning and preparation, and injection of the epoxy shall be per Simpson’s written instructions, starting the injection process at the lowest injection port. Also, the contractor shall verify that all CMU cells directly beneath the lintel bearing are grouted solid full height. Add wood posts at each end of lintel per attached structural sketch, dated 7/30/2020..      ADD: \$5,629.40

Per RFI 33 and PR 032, provide EPO, emergency shut off switch where shown in room 126 to control HP-2 at circuit M-15,17.      ADD: \$1,369.29

Per ASI 003 and PR 033, relocate floor box under Judge's dais and replace with AC8850.      ADD: \$1,110.41

Per PR 035, provide tapered insulation and new PVC roofing membrane to provide adequate slope on roof to correct ponding areas as shown on attached AR 4.      ADD: \$18,361.93

Per ASI 005 and PR 036, relocate AI phone from Rm 121 to Rm 113..      ADD: \$340.44

Per PR 039, provide security system elements per GSA/SSA changes in lieu of specified items, as discussed and documented by Convergent.      ADD: \$14,726.63

Per PR 042, remove remaining ACP in parking lot and provide new ACP system per specifications. Thicknesses to match existing..      ADD: \$19,025.15

The original Contract Sum was	\$ 2,107,000.00
The net change by previously authorized Change Orders	\$ 110,280.32
The Contract Sum prior to this Change Order was	\$ 2,217,280.32
The Contract Sum will be increased by this Change Order in the amount of	\$ 60,563.25
The new Contract Sum including this Change Order will be	\$ 2,277,843.57

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be September 9, 2020

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

Forte Architects  
\_\_\_\_\_  
ARCHITECT *(Firm name)*

TW Clark Construction LLC  
\_\_\_\_\_  
CONTRACTOR *(Firm name)*

City of Wenatchee  
\_\_\_\_\_  
OWNER *(Firm name)*



SIGNATURE

SIGNATURE

SIGNATURE

Tom Bassett, President

Jon Huettl, Member

Frank Kuntz, Mayor

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

August 26, 2020

8/26/2020

DATE

DATE

DATE

Project No. 1809 - Budget Summary

Description	Project No. 1809 - Project Expenditures		COMBINED EXPENSES
	Shell	TI	
Remodel - Shell	\$1,217,219.50		\$2,286,954.33
Remodel - Shell Sales Tax	\$88,715.78		\$178,573.51
Remodel - TI		\$1,069,734.83	INCL
Remodel - TI Sales Tax		\$89,857.73	INCL
Architectural & Engineering Fees	\$123,336.00		\$123,336.00
Project Management Fee			\$0.00
Contingency	\$223,736.00		\$223,736.00
FACILITIES FUND 504	\$0.00		\$0.00
Art Fund	\$28,126.00		\$28,126.00
Subtotal	\$1,681,133.28	\$1,159,592.56	\$2,840,725.84
<b>TOTAL EXPENSES</b>	<b>\$2,840,726</b>		<b>\$2,840,726</b>

Description	Project No. 1809 - Revenue
GSA Lump Sum Reimbursement	\$959,431.45
TI Allocation (\$328,535.46 at 10 years & 4.5%)	\$408,587.00
BSAC (\$5,341.5 at 10 years & 4.5%)	\$6,643.00
GSA Shell Lease (\$163,300/year for 10 years)	\$1,633,000.00
<b>TOTAL REVENUE</b>	<b>\$3,007,661</b>
<b>NET INCOME</b>	<b>\$166,936</b>

GSA CHANGE ORDERS - LUMP SUM PAYMENT	
1	\$ 1,216.00
2	\$ (5,230.79)
3	\$ 2,267.16
4	\$ 591.44
5	HOLD
6	\$ 1,232.47
7	\$ 5,914.34
8	\$ 813.78
9	\$ 5,620.57
<b>TOTAL</b>	<b>\$ 12,424.97</b>

CONTINGENCY BUDGET		\$223,736.00
CO No. 1	\$	15,500.00
CO No. 2	\$	31,302.46
CO No. 3	\$	2,430.11
CO No. 4	\$	61,047.75
CO No. 5	\$	60,563.25
Total CO		\$170,843.57
Contingency Remaining		\$52,892.43
FORTE	\$	45,000.00
FORSGREN	\$	20,000.00
SSA Acoustics	\$	20,000.00
BOGARD ENGINEERS	\$	15,470.00
Contingency Subtotal		<b>(\$47,577.57)</b>
504 Fund Contribution	\$	68,122.15
GSA Change Order Lump Sum	\$	12,424.97
<b>Project Fund Balance</b>		<b>\$32,969.55</b>



## Capital Project Budget

Date: September 24, 2019 Project Number: 1809

Project Name: City Hall Remodel for Lease Dept/Category: Facilities

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

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

**Project Notes:**

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

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2020	2021	2022+	
Design	51,000	123,336	123,336				123,336
Remodel - Shell	450,000	1,094,500	100,000	994,500			1,094,500
Remodel - Tenant Improvements	350,000	1,555,764		1,555,764			1,555,764
Administration	39,000	39,000	5,000	34,000			39,000
Art Fund	10,000	28,126		28,126			28,126
<b>Total Project Expenditures</b>	<b>900,000</b>	<b>2,840,726</b>	<b>228,336</b>	<b>2,612,390</b>			<b>2,840,726</b>

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2020	2021	2022+	
Fund: 504 Facilities	900,000	228,336	228,336				228,336
Fund:							
Fund:							
Fund:							
<b>LEASE TERMS:</b>							
TI allocation built into the GSA Lease (\$41,522.97/yr for 10 years)		415,230		41,523	41,523	332,184	415,230
GSA Shell Lease (\$163,300/yr for 10 years)		1,633,000			163,300	1,469,700	1,633,000
Lump Sum Reimbursement from GSA for TIs		1,352,605		1,352,605			1,352,605
<b>Total Project Revenues</b>	<b>900,000</b>	<b>3,629,171</b>	<b>228,336</b>	<b>1,394,128</b>	<b>204,823</b>	<b>1,801,884</b>	<b>3,629,170</b>

Approved by City Council: \_\_\_\_\_ Date \_\_\_\_\_



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** September 10, 2020

---

**I. SUBJECT**

Revisions to Wenatchee City Code 9.16 Storm Drainage Utility

**II. ACTION REQUESTED**

Staff recommends the City Council adopt Ordinance No. 2020-24 amending Chapter 9.16 "Storm Drainage Utility" of the Wenatchee City Code.

**III. OVERVIEW**

As part of the 2020 City of Wenatchee Comprehensive Stormwater Plan, FCS Group conducted a financial analysis of the stormwater utility and reviewed the utility rate structure. City staff also updated the impervious area calculations for commercial, industrial, and multi-family parcels. Through the audit, the amount of billable impervious area in the City increased from 33.6 million square feet to 58.2 million square feet. This equates to about 560 acres of impervious area that was able to be included in the rate analysis.

As a result of the financial analysis and audit, the following changes are being proposed:

- Updated Equivalent Residential Unit (ERU)- The average square footage of impervious surface of a single-family parcel was re-calculated to make sure the ERU was still representative of the service area. The analysis showed that the ERU for Wenatchee is 4,200 square feet of impervious surface per single-family parcel. The new ERU is an increase from the 3,000 square feet that was calculated in the early 1990s.
- City-wide Stormwater Rates – When Olds Station was annexed in 2016, customers in the annexation area kept the Chelan County ERU of 4,600 square feet and existing County rates. Now that Olds Station has been evaluated with the rest of the City through the comprehensive planning process, the new ERU will be applied to all of the customers. Because the County stormwater rate has lagged behind the City stormwater rate and the new ERU is less than the County ERU, staff are proposing to phase in Olds Station customers with discounts in 2021 and 2022. Under the proposed code revisions, all of the stormwater customers would be paying the same rate by 2023. The rate in 2021 will increase between \$2.47 and \$3.29 per month per ERU for most customers.

- Parcel Classification and Exemptions – In reviewing, Chapter 9.16, staff took the opportunity to clarify how parcels are billed and the exemptions to the stormwater fees in Section 9.16.070.

**IV. FISCAL IMPACT**

The proposed rates will support stormwater utility operation and maintenance as well as fund capital projects through 2029. FCS Group assessed the affordability of the proposed rates and found that the rates including utility tax are expected to remain well under the affordability threshold based on the median household income. For more details, please refer to Table 7-9 in Chapter 7 of the 2020 City of Wenatchee Comprehensive Stormwater Plan.

**V. PROPOSED PROJECT SCHEDULE**

If adopted, Public Works and Utility Billing would begin implementing a plan to update accounts and start outreach to customers in October. The code revisions would become effective on January 1, 2021.

**VI. REFERENCE(S)**

1. Proposed Stormwater Rate Schedule & Rate Comparison Handout
2. Ordinance No. 2020-24

**VII. ADMINISTRATIVE ROUTING**

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

# 2020 Comprehensive Stormwater Plan

## Monthly Rates per Equivalent Residential Unit

	2020		2021	2022	2023
City	\$8.02		\$ 11.31	\$ 12.96	\$ 13.11
Olds Station	\$1.47	\$5.90	\$ 8.37	\$ 11.15	\$ 13.11
Olds Station Discount	82%	26%	26%	14%	0%

2024	2025	2026	2027	2028	2029
\$ 13.56	\$ 14.04	\$ 14.53	\$ 15.04	\$ 15.57	\$ 16.11
\$ 13.56	\$ 14.04	\$ 14.53	\$ 15.04	\$ 15.57	\$ 16.11

City Increase		\$ 3.29	\$ 1.65	\$ 0.15
Olds Station Increase		\$ 2.47	\$ 2.78	\$ 1.96

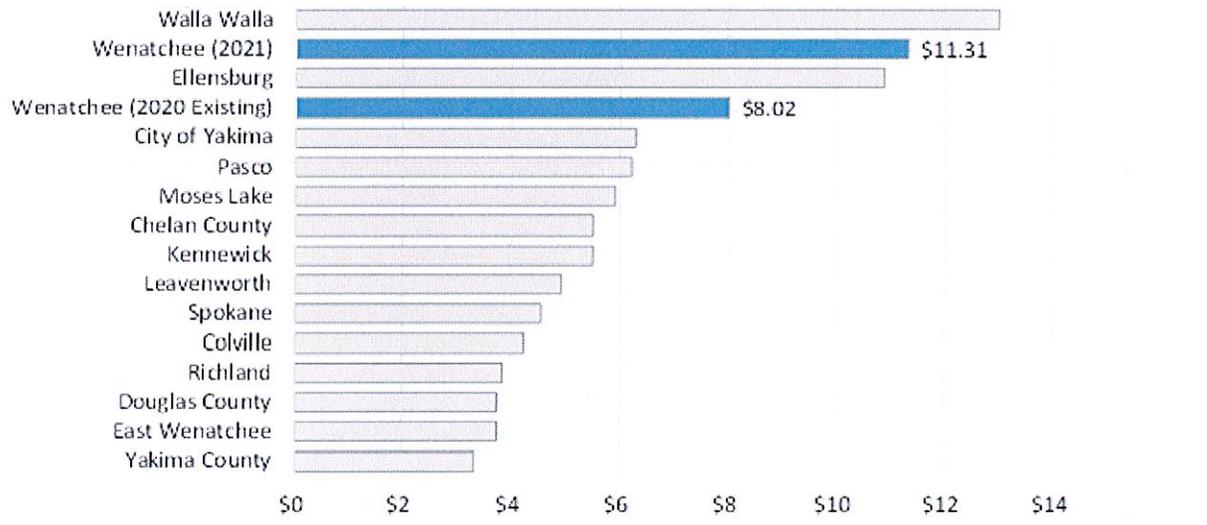
\$ 0.45	\$ 0.48	\$ 0.49	\$ 0.51	\$ 0.53	\$ 0.54
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1 Equivalent Residential Unit = 4,200 impervious square feet

### Updates

- Phased in Olds Station Rates over 3 years
- Delayed hiring 3 new positions until 2024 and then phased over 3 years
- Added North Columbia to Capital Improvement Plan at \$500,000

**Figure 7-2: Rate Comparison of Single Family Monthly Stormwater 2020 Rates**



## **ORDINANCE NO. 2020-24**

**AN ORDINANCE**, amending Chapter 9.16 “Storm Drainage Utility” of the Wenatchee City Code.

**WHEREAS**, the 2020 Comprehensive Stormwater Plan provides a capital improvement program and action items for ongoing operation and maintenance of the City stormwater utility; and

**WHEREAS**, the City conducted a financial analysis through an independent consultant, FCS Group, of the stormwater utility and the utility rate structure; and

**WHEREAS**, as a result of the financial analysis city staff recommends that the Equivalent Residential Unit (ERU) be updated to be more representative of the service area and that the City stormwater utility rates be updated such that all stormwater customers will be paying the same rate with the same ERU by 2023.

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

### **SECTION I**

That Chapter 9.16 “Storm Drainage Utility” of the Wenatchee City Code (WCC) shall be and hereby is amended in its entirety to read as set forth on Exhibit “A” attached hereto.

**SECTION II**

**SEVERABILITY**

If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall have no effect on any other section, sentence, clause, or phrase of this Ordinance.

**SECTION III**

**EFFECTIVE DATE**

This Ordinance shall take effect on the later of January 1, 2021 or thirty (30) days from and after its passage, approval and publication by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF WENATCHEE, a municipal  
Corporation

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

ATTEST:

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

APPROVED:

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

EXHIBIT A

Chapter 9.16

STORM DRAINAGE UTILITY

Sections:

- 9.16.010 Definitions.
- 9.16.020 Wenatchee, Washington storm drainage utility created.
- 9.16.030 Rate policy.
- 9.16.040 Classification of property.
- 9.16.050 Undeveloped real property.
- 9.16.060 Service charge rates.
- 9.16.070 Property exempt from service charges.
- 9.16.080 Collection.
- 9.16.090 Annual review of charges and fees.
- 9.16.100 Authority to promulgate regulations.
- 9.16.110 Effective date of service charge.
- 9.16.120 Service charge rates for Olds Station annexation area.

**9.16.010 Definitions.**

The following words when used herein shall have the following meanings, unless the context clearly indicates otherwise:

- (1) The "city" shall mean the city of Wenatchee, Washington, a municipal corporation created and existing under the laws of the state of Washington.
- (2) "Developed" shall mean that condition of real property altered from its natural state by the addition to or construction on such property of impervious groundcover or any other manmade physical improvements such that the hydrology of the property portion thereof is affected.
- (3) An "equivalent residential unit" shall mean and be equal to ~~4,2003,000~~ square feet of impervious groundcover and is the measure of impervious groundcover to be used by the utility in assessing service charges against each parcel of property.
- (4) "Impervious groundcover" shall mean those hard surfaced areas either which prevent or retard the entry of water into the soil in the manner that such water entered the soil under natural conditions preexistent to development, or which cause water to run off the surface in greater quantities or at an increased rate of flow than that present under natural conditions preexistent to development, including without limitation such surfaces as roof tops, asphalt or concrete sidewalks, paving, driveways and parking lots, walkways, patio areas, storage areas, and gravel, oiled macadam or other surfaces which similarly affect the natural infiltration or runoff patterns existing prior to development.
- (5) *Repealed by Ord. 2003-24.*
- (6) The "system" shall mean the entire system of storm drainage facilities owned by the utility or over which the utility has control or right of use for the movement and retention of storm and surface waters including both naturally occurring and manmade facilities.
- (7) "Undeveloped" shall mean that condition of real property unaltered by the construction or addition to such property by man of impervious groundcover or physical manmade improvements of any kind which change the hydrology of the property from its natural state.

(8) The "utility" means the city of Wenatchee, Washington storm drainage utility, which includes all property within the Wenatchee urban growth boundary as defined in the Wenatchee Urban Area Comprehensive Plan 1993 as it now exists or is hereafter changed. (Ord. 2003-24 § 2; Ord. 3090 § 1, 1994; Ord. 3025 § 1, 1994)

**9.16.020 Wenatchee, Washington storm drainage utility created.**

(1) Property Transferred to Utility. All properties, interest, physical and intangible rights of every kind or nature owned or held by the city, however acquired, insofar as they relate to or concern storm or surface water sewerage, further including without limitation, all such properties, interest and rights acquired by adverse possession or by prescription, directly or through another, in and to the drainage or storage, or both, of storm or surface waters, or both, through, under or over lands, land forms, water courses, sloughs, streams, ponds, rivers, lakes, and swamps, all beginning, in each case or instance at a point where storm or surface waters first enter the storm or surface water system of the city and ending in each case or instance at a point where each storm or surface water exit from the storm or surface water system of the city, and in width to the full extent of inundation caused by storm or flood conditions are hereby transferred to and subject to the administration of the city storm drainage utility as created by this chapter and all other institutions and departments of the city having primary responsibility therefor within the city are, to the same extent, released from such primary responsibility.

(2) Responsibility. The utility will have primary authority and responsibility for carrying out the city's comprehensive drainage and storm sewer plan, including responsibilities for planning, design, construction, maintenance, administration, and operation of all city storm and surface water facilities, as well as establishing standards for design, construction, and maintenance of improvements on private property where these may effect storm and surface water and management.

(3) Administrator of Utility. The director of public works shall be the administrator of the utility. (Ord. 3025 § 2, 1994)

**9.16.030 Rate policy.**

It shall be the policy of the city that the rate structure to be applied in establishing the amount of service charges assessed against each parcel of developed real property within the boundaries of the utility shall be based upon the amount of impervious groundcover contained within each parcel of property as measured by WCC 9.16.040, except for those properties set forth in WCC 9.16.070. (Ord. 3025 § 3, 1994)

**9.16.040 Classification of ~~property~~ parcels.**

The utility shall measure the impervious groundcover of each parcel of developed real property within the boundaries of the utility to determine the number of equivalent residential units contained therein; ~~3,000~~ 3,0004,200 square feet of impervious groundcover shall equal one equivalent residential unit.

(1) All detached single-family residences ~~and mobile homes~~ are deemed to contain one equivalent residential unit.

(2) Mobile homes, cottage housing, manufactured homes, townhomes and multi-family buildings where units are individually metered by a utility-owned water meter shall be billed one equivalent residential unit per dwelling.

(3) For all other developed real properties within the utility boundaries, the utility shall determine the number of equivalent residential units contained thereon by dividing the number of square feet of impervious groundcover on each property by ~~3,000~~ 3,0004,200; the total thus obtained will be rounded to the nearest ~~whole number~~ tenth representing the equivalent residential units contained on such property. Each developed parcel of property shall be deemed to contain a minimum of one equivalent residential unit. (Ord. 3025 § 4, 1994)

**9.16.050 Undeveloped real property.**

In accordance with the policy established in WCC 9.16.030 that the service charges be determined by the amount of impervious groundcover contained on each parcel of real property, those properties remaining in an undeveloped condition are deemed not to make use of the services of the utility or of the facilities of the system

beyond that used by such property in the natural state. Therefore, no service charge shall be imposed upon that real property within the boundaries of the utility which is undeveloped. (Ord. 3025 § 5, 1994)

**9.16.060 Service charge rates.**

In accordance with the rate structure set forth in WCC 9.16.030 and 9.16.040, there are hereby levied upon all developed real property within the boundaries of the utility the following service charges, which shall be collected from the owners of such properties:

(1) For all ~~detached single family residences and mobile homes (one equivalent residential unit) parcels classified under WCC 9.16.040 (1) and (2)~~, the monthly service charge shall be ~~\$6.09~~<sup>11.31</sup> per equivalent residential unit.

(2) For all other developed property within the boundaries of the utility, except as set forth in WCC 9.16.070, the monthly service charge shall be ~~\$6.09~~<sup>11.31</sup> multiplied by the number of equivalent residential units determined by the utility to be contained in such parcel pursuant to WCC 9.16.040.

(3) The service charge per equivalent residential units as provided in subsections (1) and (2) of this section shall be increased ~~to \$12.96 by five percent on January 1, 2022 and to \$13.11 on January 1, 2023~~<sup>12</sup>, ~~by five percent on January 1, 2013, by five percent on January 1, 2014, and by five percent on January 1, 2015.~~ On January 1<sup>st</sup> of each year, beginning on January 1, 2024, the rates shall be automatically increased by three and half percent.

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~~(4) In addition to such other changes as may be approved by the city council, commencing January 1, 2016, and on January 1st of each successive year thereafter, the rates addressed herein shall be automatically increased based upon 80 percent of the Consumer Price Index, Pacific Cities and U.S. City Average, All Items Indexes, for the period July to July, All Urban Consumers, West B/C as published by the Bureau of Labor Statistics. In no event shall the rates be increased by an amount less than one percent or greater than five percent without prior approval by the city council. However, these fees and charges shall not, in any case, decrease.~~

(5) Qualifying low income senior or disabled citizens shall receive a discount as established in WCC 9.02.010. (Ord. 2016-14 § 1; Ord. 2010-41 § 1; Ord. 2007-04 § 4; Ord. 2003-24 § 1; Ord. 3025 § 6, 1994)

**9.16.070 Property exempt from service charges and exemptions to the fee calculation.**

(1) The following special categories of property are exempt from service charges:

~~(A)~~ <sup>(A1)</sup> City street rights-of-way, all of which are part of the system pursuant to the plan;

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~~(B)~~ <sup>(B2)</sup> State of Washington highway rights-of-way, so long as the state of Washington shall agree to maintain, construct and improve all drainage facilities contained within such rights-of-way as required by the utility in conformance with all utility standards for maintenance, construction and improvement hereafter established by the utility and so far as such maintenance, construction and improvements shall be achieved at no cost to the utility or to the city;

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~~(C)~~ <sup>(C3)</sup> All railroad rights-of-way so long as each railroad exempted hereby shall agree to maintain, construct and improve all drainage facilities as required by the utility and in conformance with all utility standards for the maintenance, construction and improvements of such facilities hereafter established by the utility, at no cost to the utility or to the city, and so long as each railroad shall grant to the city, on behalf of the utility, a perpetual easement for the purposes of storm drainage over the entire railroad right-of-way within the boundaries of the utility;

~~(D)~~ <sup>(D)</sup> Wenatchee Reclamation District rights-of-way, so long as the district shall agree to maintain, construct and improve all drainage facilities contained within such rights-of-way as required by the utility in conformance with all utility standards for maintenance, construction and improvement hereafter established by the utility and so far as such maintenance, construction and improvements shall be achieved at no cost to the utility or to the city

(2) The following surfaces and structures shall not be included in the calculation of impervious groundcover:

(A) Swimming pools and lagoons if not covered;

(B) Playgrounds, park shelters, splash pads, and trails in a park;

(C) Sports fields and tracks;

(D) Clubhouses for single family residential developments;

(E) landscaped areas with rock or gravel;

(F) Graveled areas under equipment at electrical substations.

(Ord. 3025 § 7, 1994)

**9.16.080 Collection.**

(1) All service charges and all other fees or charges hereafter established by the city council by ordinance shall be deemed to be levied upon the premises themselves.

(2) The city shall have a lien as established by RCW 35.67.215 and Ordinance 2016-15 as authorized by RCW 35.67.215 for all delinquent and unpaid charges and fees for storm drainage purposes, including without limitation service charges, assessed against all premises to which service was furnished, which lien shall have the superiority established by RCW 35.67.200 and shall be foreclosed in the manner provided in RCW 35.67.220 et seq. Delinquent charges shall bear interest no more than RCW 35.67.200 allows and should the city foreclose the lien as authorized by this chapter, the city shall be entitled to its reasonable costs and attorney's fees as authorized by RCW 35.67.250.

(3) As an additional and concurrent method of enforcing its lien upon any premises for delinquent storm drainage charges, the utility is authorized, in accordance with law and in the manner provided by WCC 9.02.020 to shut off water service to such premises for so long as any delinquent fees or charges remain unpaid. (Ord. 2016-14 § 2; Ord. 3025 § 8, 1994)

**9.16.090 Annual review of charges and fees.**

The charges and fees established by this chapter and any other ordinances of the city commission establishing charges and fees for the utility shall be reviewed annually by the utility. Subsequent to such review, the utility shall present to the city commission a yearly budget for the utility and proposed amendments to any rates and charges necessary to enable the city to pay all costs to be incurred by the utility. (Ord. 3025 § 9, 1994)

**9.16.100 Authority to promulgate regulations.**

The city of Wenatchee is hereby authorized to promulgate any and all regulations necessary to implement the provisions of this chapter. (Ord. 3025 § 10, 1994)

**9.16.110 Effective date of service charge.**

The service charge herein established shall apply to all storm drainage services on or after the effective date of this chapter. (Ord. 3025 § 11, 1994)

**9.16.120 Service charge rates for Olds Station annexation area.**

(1) All properties annexed under Wenatchee City Ordinance 2016-07 ~~upon annexation shall continue to pay the rate of \$5.50 multiplied by the number of equivalent residential units as determined by Chelan County. The service charge rate, number of equivalent residential units and water quality credits documented by Chelan County prior to annexation will remain in effect until December 31, 2018, at which time said service charges shall terminate receive a 26% discount in 2021 and a 14% discount in 2022. Beginning January 1, 2023, all properties in the City of Wenatchee shall pay the same rates as set forth in WCC 9.16.060.~~

~~\_(2) Redevelopment and new development of properties after annexation will result in a new equivalent residential unit calculation; 4,600 square feet of impervious groundcover shall equal one equivalent residential unit for properties in the Olds Station annexation area.~~

~~(3) In addition to such other changes as may be approved by the city council, commencing January 1, 2017, and on January 1st of each successive year thereafter, the rates addressed herein shall be automatically increased based upon 30 percent of the Consumer Price Index, Pacific Cities and U.S. City Average, All Items Indexes, for the period July to July, All Urban Consumers, West B/C, as published by the Bureau of Labor Statistics. In no event shall the rates be increased by an amount less than one percent or greater than five percent without prior approval by the city council. However, these fees and charges shall not, in any case, decrease. (Ord. 2016-09 § 1)~~



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** September 10, 2020

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**I. SUBJECT**

City of Wenatchee Comprehensive Stormwater Plan Adoption

**II. ACTION REQUESTED**

Staff recommends the City Council adopt the 2020 City of Wenatchee Comprehensive Stormwater Plan.

**III. OVERVIEW**

Since the last comprehensive plan was completed in 2010, stormwater regulations have changed significantly and the City's stormwater utility has grown. The 2020 plan reflects on the utility's progress and sets a course for the next 10 years. Here are some highlights from the 2020 City of Wenatchee Comprehensive Stormwater Plan:

- A gap analysis was completed on the Wenatchee Valley Stormwater Management Program. The analysis identified that additional staff for maintenance, permit compliance and engineering will be needed in the next 3 to 5 years (Chapter 2).
- Action items to meet the goals of the stormwater utility were developed through the planning process and documented (Chapter 2).
- The stormwater utility infrastructure, water quality features and outfalls to surface water were reviewed (Chapter 3).
- Hydrologic modeling in the foothills was completed in preparation for new development (Chapter 4).
- To assist designers and engineers with the water quality requirements for new development and redevelopment, City staff in coordination with the consultants compiled a list of preferred stormwater best management practices (Chapter 5).
- A capital improvement plan was completed to address areas of flooding, improve water quality, replace aging infrastructure, and improve the stormwater system to support future development (Chapter 6).

**IV. FISCAL IMPACT**

As part of the planning process, the finances for the stormwater utility were reviewed by FCS Group. The financial analysis presented in Chapter 7 of the plan provides historical information on the utility's finances and proposes a new equivalent residential unit and rate increases to support the capital improvement program and the ongoing operation and

maintenance of the utility. Upon adoption of the plan, City staff are prepared to present the code revisions needed to implement the plan.

**V. PROPOSED PROJECT SCHEDULE**

Implementation of the plan is anticipated to begin right away through the update of the City of Wenatchee Capital Facilities Plan and development of the 2021 budget. Changes to the stormwater utility rate structure and fees are proposed to start January 1, 2021.

**VI. REFERENCE(S)**

1. City of Wenatchee Comprehensive Stormwater Plan, August 14, 2020, prepared by HDR Engineering, Inc with Erlandsen & Associates and the FCS Group.

The plan is posted on the following City webpage:

<https://www.wenatcheewa.gov/government/public-works/stormwater>

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk

Laura Merrill, Executive Services Director

Brad Posenjak, Finance Director

Rob Jammerman, Public Works Director



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Aaron Kelly, Operations Manager  
Public Works Department

**MEETING DATE:** September 10, 2020

---

**I. SUBJECT**

Second Addendum/Amendment to Lease with the Washington State Apple Blossom Festival Association.

**II. ACTION REQUESTED**

Staff recommends the City Council approve the Second Addendum/Amendment to Lease between the Washington State Apple Blossom Festival Association 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 Washington State Apple Blossom Festival Association located at 2 South Chelan Avenue. The City has leased the space to the Association since 2005. The First Addendum in 2015 extended the lease with terms to assess the lease rate and adjust in 2020 for the remaining 5 years. With the absence of the 2020 Apple Blossom Festival we propose changing the assessment period from 2020 to 2021. The attached Second Addendum/Amendment to Lease extends the current lease rate and where we will conduct the assessment period in August of 2021.

**IV. FISCAL IMPACT**

Financial Impact: Lease rate remains the same for 2021. The contractually scheduled increase will be delayed until 2022.

**V. REFERENCE(S)**

1. Lease, 2005
2. First Addendum, 2015
3. Second Addendum/Amendment to Lease, 2020

**VI. ADMINISTRATIVE ROUTING**

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



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Page: 1 of 4  
12/22/2005 01:33P  
Chelan Co, WA

Return Address:  
City of Wenatchee  
P.O. Box 519  
Wenatchee, WA 98807-0519

ATTN: *VICKI REISTER*  
*City Clerk*

### MEMORANDUM OF LEASE

Reference numbers of related documents: N/A

Grantors/Landlord:

1. City of Wenatchee, a municipal corporation

Grantees:

1. Washington State Apple Blossom Festival Association, a Washington non-profit corporation

Legal Description:

1. All that part of Block 15 Amended Great Northern Plat to Wenatchee, located east of the circle walk leading to the Court House, Chelan County, Washington, as per agreement entered into between the parties under date of July 1<sup>st</sup> 1928 and recorded in Volume 141, page 384 of the records of said County.
2. Additional legal description is on page 1 of document

Assessor's Property Tax Parcel Account Number(s): 222003590775

THIS MEMORANDUM OF LEASE, dated effective the 10 day of NOV, 2005, is between City of Wenatchee, a municipal corporation (herein called "Landlord") and Washington State Apple Blossom Festival Association, a Washington non-profit corporation (herein called "Tenant").

1. Premises. Landlord hereby leases to Tenant, upon the terms and conditions of the Lease between the parties (herein called the "Lease") of even date herewith, which terms and conditions are incorporated by this reference, a portion of the real property, located at 2 South Chelan, City of Wenatchee, Chelan County, Washington, consisting of 1,430 square feet of office space, and situated in the Carnegie Building on a portion of the following described premises legally described as follows:

All that part of Block 15 Amended Great Northern Plat to Wenatchee, located east of the circle walk leading to the Court House, Chelan County, Washington, as per agreement entered into between the parties under date of July 1<sup>st</sup> 1928 and recorded in Volume 141, page 384 of the records of said County.

MEMORANDUM OF LEASE

Page 1



2. Term. This Lease shall be for a term of ten (10) years commencing December 1, 2005 and ending November 30, 2015.

Tenant may extend the term of this lease for a period of ten (10) years, commencing December 1, 2015 and ending November 30, 2025, by giving Landlord notice of intention so to do at least six (6) months prior to expiration of the original term hereof, provided Tenant is not in default hereunder at the time of giving such notice. Such extended term shall be upon all the provisions applicable to the original term of this lease, other than the provisions of this Section 2 relating to extension and the rental amount set forth in Section 3. A new rental rate will be negotiated for the extended term.

3. Special Provisions. Reference is made to Section 32 of the Lease. That Section provides:

“32. First Right of Refusal. Tenant shall have the first right to rent the lower level of the building after it is vacated by Landlord’s recreation staff. Landlord shall notify Tenant of the availability of the lower floor space. Tenant shall have twenty (20) days to accept the offer to lease said lower floor space. Upon acceptance of the offer, Tenant shall have forty (40) days to enter into a written lease agreement for said space. If Tenant fails to accept the offer or enter into the lease within the time allowed, Landlord shall be free to lease the lower floor space of the building to any third party.”

4. Purpose of Memorandum of Lease. This Memorandum of Lease is prepared for the purpose of recordation, and it in no way modifies the Lease.

DATED this 10 day of November, 2005.

LANDLORD:

CITY OF WENATCHEE

By: Dennis Johnson  
DENNIS JOHNSON, Mayor





STATE OF WASHINGTON )  
 ) ss.  
County of Chelan )

I certify that I know or have satisfactory evidence that Julie Kuntz is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of the Washington State Apple Blossom Festival Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 10<sup>th</sup> day of November, 2005.



Julie Siderius  
(signature)  
JULIE SIDERIUS  
(printed or typed name)  
NOTARY PUBLIC, State of Washington  
My Commission Expires 2-19-08

STATE OF WASHINGTON )  
 ) ss.  
County of Chelan )

I certify that I know or have satisfactory evidence that ~~Greg Oakes~~ <sup>Dennis Johnson</sup> is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Secretary of the Washington State Apple Blossom Festival Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 10 day of Nov, 2005.



Vicki Reister  
(signature)  
VICKI REISTER  
(printed or typed name)  
NOTARY PUBLIC, State of Washington  
My Commission Expires 06-05-08

## ADDENDUM TO LEASE AGREEMENT

2 South Chelan Street  
Wenatchee, WA 98801

### 1. Parties

- 1.1. Landlord. City of Wenatchee
- 1.2. Tenant. Washington State Apple Blossom Festival Association

### 2. Prior Documents

- 2.1. Lease. That Lease Agreement dated November 10, 2005, covering that property commonly known as a portion of the Carnegie Library Building located at 2 South Chelan Street, Wenatchee, Washington.

### 3. Property Description

- 3.1. Property Description. The following described real property, situated in the County of Chelan, Washington: see attached Exhibit A.

### 4. Agreement

- 4.1. The parties agree to amend the lease identified in Paragraph 2.1 above upon the terms and conditions set forth below.
- 4.2. Section 2 Term. The lessor desires to exercise the provision for the extension of the term of the lease for a period of 10 years commencing December 1, 2015 and terminating November 30, 2025.
- 4.3. Section 3 Rental shall be replaced in its entirety with the following:

Tenant agrees to pay the Landlord, at the Landlord's address set forth in section 22 hereof or at such other place as Landlord may designate in writing, the rental amount of One Thousand Three Hundred Twenty Five dollars (\$1,325) monthly for the period of December 1, 2015 through November 30, 2020. The Landlord and Tenant shall meet to establish the rental rate for the remainder of the term not later than August 31, 2020. The Tenant shall pay leasehold tax as required by State Law as additional monthly rent. The additional leasehold tax will be identified by the City and added to the monthly rent.

In the event, during the original term or any extension hereof any installment of rent and leasehold tax is not paid within ten (10) days after it becomes due, a late fee of five percent (5%) of the monthly rental and leasehold tax shall be charged.

Rent shall be deemed paid when received by Landlord.

**5. No Other Changes**

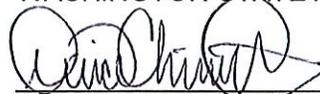
5.1. No Other Changes. Except as otherwise amended herein, the parties hereby ratify the terms and condition of the original lease.

**LESSOR:** CITY OF WENATCHEE

  
\_\_\_\_\_  
Frank Kuntz, Mayor

Date 11/20/15

**LESSEE:** WASHINGTON STATE APPLE BLOSSOM FESTIVAL ASSOC.

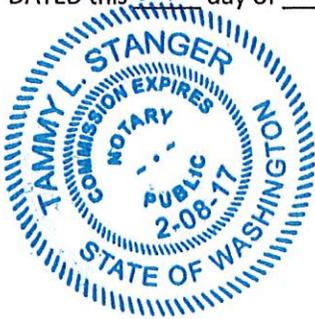
  
\_\_\_\_\_  
Darci Christoferson, Executive Director

Date 11.23.15

STATE OF WASHINGTON )  
 ) ss.  
County of Chelan )

I certify that I know or have satisfactory evidence that Frank Kuntz is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was 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 20 day of November, 2015.



(signature) Tammy L. Stanger  
Tammy L. Stanger  
(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires 2/8/17

STATE OF WASHINGTON )  
 ) ss.  
County of Chelan )

I certify that I know or have satisfactory evidence that Darci Christoferson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Executive Director of Washington State Apple Blossom Festival Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 23 day of November, 2015.



(signature) Tammy L. Stanger  
Tammy L. Stanger  
(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires 2/8/17

## EXHIBIT A

Premises. A portion of the real property located at 2 South Chelan, Wenatchee, Chelan County, Washington, consisting of 1,430 square feet of office space, and situated in the Carnegie Building on a portion of the following described premises:

All that part of Block 15 Amended Great Northern Plat to Wenatchee, located east of the circle walk leading to the Court House, Chelan County, Washington, as per agreement entered into between the parties under date of July 1<sup>st</sup> 1928 and recorded in Volume 141, page 384 of the records of said County.

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## SECOND ADDENDUM/AMENDMENT TO LEASE

IN CONNECTION WITH that certain Lease between City of Wenatchee, a municipal corporation, as Landlord, and Washington State Apple Blossom Festival Association, a Washington non-profit corporation, as Tenant, dated November 10, 2005 and Addendum to Lease Agreement dated November 23, 2015 (collectively “the Lease”), covering the lease of property located in Chelan County, Washington, and legally described as follows:

All that part of Block 15 Amended Great Northern Plat to Wenatchee, located east of the circle walk leading to the Court House, Chelan County, Washington, as per agreement entered into between the parties under date of July 1<sup>st</sup> 1928 and recorded in Volume 141, page 384 of the records of said County.

It is agreed between Landlord and Tenant that the Lease shall be modified as follows:

1. Section 3, Rental, shall be amended in its entirety to read as follows:

“Tenant agrees to pay the Landlord, at the Landlord’s address set forth in Section 22 hereof or at such other place as Landlord may designate in writing, the rental amount of One Thousand Three Hundred Twenty-Five Dollars (\$1,325.00) monthly for the period of December 1, 2015 through November 30, 2021. The Landlord and Tenant shall meet to establish the rental rate for the remainder of the term not later than August 31, 2021. The Tenant shall pay leasehold excise tax as required by state law as additional monthly rent. The additional leasehold excise tax will be identified by the City and added to the monthly rent. In the event, during the original term or any extension hereof any installment of rent and leasehold excise tax is not paid within ten (10) days after it becomes due, a late fee of five percent (5%) of the monthly rental and leasehold excise tax shall be charged.

Rent shall be deemed paid when received by the Landlord.”

All other terms and conditions of the Lease shall remain unchanged.

