



**CITY OF WENATCHEE  
PUBLIC NOTICE**

**Re: Wenatchee City Council Meeting  
Thursday, January 14, 2021 @ 5:15 PM**

Due to the COVID-19 pandemic, and the Governor's Proclamation 20.28.9, 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**.

**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 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, passcode, 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  
Email: [cityclerk@wenatcheewa.gov](mailto:cityclerk@wenatcheewa.gov) • Web: [www.wenatcheewa.gov](http://www.wenatcheewa.gov)



## NOTICE OF EXECUTIVE SESSION

NOTICE IS HEREBY GIVEN that the Wenatchee City Council will hold an Executive Session on Thursday, January 14, 2021, at 4:55 p.m. at Wenatchee City Hall, 301 Yakima Street, 3<sup>rd</sup> Floor, Wenatchee, Washington, to discuss with legal counsel to consider information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments and security test results. RCW 42.30.110(1)(a)(ii).

DATED at Wenatchee, Washington this 7<sup>th</sup> day of January, 2021.

*/s/ Tammy L. Stanger, City Clerk*

301 Yakima Street, 3<sup>rd</sup> Floor • P.O. Box 519 •  
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## WENATCHEE CITY COUNCIL

Thursday, January 14, 2021

Wenatchee City Hall Council Chambers

301 Yakima Street, 2<sup>nd</sup> Floor

Wenatchee, WA 98801

### AGENDA

Due to the COVID-19 pandemic, and the Governor's Proclamation 20-28.9, 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**.

**4:55 p.m. Executive Session.** Executive session to consider information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments and security test results. RCW 42.30.110(1)(a)(ii).

#### 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 \$798.68 for December 4, 2020

Payroll distribution in the amount of \$127.55 for December 9, 2020

Claim checks #197324 - #197385 in the amount of \$517,924.31 for December 10, 2020

Claim checks #197386 - #197494 in the amount of \$499,474.05 for December 16, 2020

Payroll distribution in the amount of \$358,635.00 for December 18, 2020

Claim checks #197495 - #197546 in the amount of \$638,904.73 for December 24, 2020

Wires #1513 and #1514 in the amount of \$45,063.54 for December 28, 2020

Benefits/deductions in the amount of \$1,062,375.53 for December 31, 2020

Payroll distribution in the amount of \$468,839.58 for December 31, 2020

Payroll distribution (retirees) in the amount of \$12,701.38 for December 31, 2020

Claim checks #197558 - #197621 in the amount of \$547,806.56 for December 31, 2020

Claim checks #197622 - #197632 in the amount of \$12,151.26 for December 31, 2020

Claim checks #197633 - #197644 in the amount of \$169,745.55 for January 5, 2021

Payroll distribution in the amount of \$25,222.90 for January 5, 2021

Claim checks #197645 - #197698 and wire #1515 in the amount of \$220,666.65 for January 7, 2021

- Motion for City Council to accept the work performed by the contractor, Kissler Enterprises Environmental Products, Inc., on the Biosolids Hauling, Project No. SW18-10, and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.
- Motion for City Council to approve the Final Contract Voucher with TW Clark Construction for Project No. 1809 - SSA/OHO Wenatchee Remodel, and authorize the Mayor's signature.

### 3. Presentation

- School Choice Week Proclamation

### 4. Action Items

- A.** Adoption of Resolution No. 2021-01 for the appointment of Elvis Garcia to the Housing Authority of Chelan County and City of Wenatchee Board  
Presented by Executive Services Director Laura Merrill  
*Action Requested: Staff recommends that the City Council adopt Resolution No. 2021-01 to approve the appointment of Elvis Garcia to the Housing Authority of Chelan County and City of Wenatchee Board for a two-year term ending December 31, 2021.*
- B.** North Columbia Street Improvements, City Project #1919 - Supplement #1 to Agreement with KPG  
Presented by Project Engineer Jake Lewing  
*Action Requested: Staff recommends the City Council approve of and authorize the Mayor to execute Supplement #1 with KPG for additional design services for the North Columbia Street Improvements project (Project No. 1919).*
- C.** Resolution No. 2021-04 for approval of the City of Wenatchee Business and System Continuity Plan  
Presented by Information Systems Director Dale Cantrell  
*Action Requested: Staff recommends the City Council pass Resolution No. 2021-04 approving the City of Wenatchee's Business and System Continuity Plan.*
- D.** Resolution No. 2021-05 approving the City of Wenatchee Cyber Incident Response Plan  
Presented by Information Systems Director Dale Cantrell  
*Action Requested: Staff recommends the City Council pass Resolution No. 2021-05 approving the City of Wenatchee's Cyber Incident Response Plan.*
- E.** Lineage Water Right Purchase and Sale Agreement  
Presented by Public Works Director Rob Jammerman  
*Action Requested: Staff recommends the City Council authorize the Mayor to sign the Attached Water Right Purchase and Sale Agreement in its current or substantially similar form.*



- F.** Extending the City's current Utility Assistance Program an additional year, until 12/31/2021  
Presented by Finance Director Brad Posenjak  
*Action Requested: Staff requests that City Council approve Ordinance #2021-06 amending the termination date of the Utility Assistance Program in WCC 9.02.010(07).*
- G.** Multi-Family Tax Exemption Agreement with FNWD Brookstone 3 LLC  
Presented by Neighborhood and Community Services Coordinator Brooklyn Holton  
*Action Requested: Adopt Resolution 2021-06 authorizing the execution of a Multi-Family Housing Limited Property Tax Exemption Agreement with FNWD Brookstone 3, LLC.*
- H.** Wenatchee Valley Regional Decant Facility Use Agreement with Washington State Department of Transportation  
Presented by Deputy Public Works Director Jessica Shaw  
*Action Requested: Staff recommends the City Council approve the Wenatchee Valley Regional Decant Facility Use Agreement with the Washington State Department of Transportation and authorize the Mayor's signature.*
- I.** Contract Amendment for Novotx Elements Implementation Services by Warby Consulting, \$117,040  
Presented by Deputy Public Works Director Jessica Shaw  
*Action Requested: Staff recommends the City Council approve Contract Amendment No. 1 to the Professional Services Agreement with Warby Consulting and authorize the Mayor's signature.*

## **5. Reports**

- a. Mayor's Report  
(1) Boards and Committees Discussion  
(2) Mayor Pro Tem Discussion
- b. Reports/New Business of Council Committees

## **6. Announcements**

## **7. Adjournment**



## WENATCHEE CITY COUNCIL SPECIAL MEETING

**Thursday, December 3, 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 (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, Public Works Director Rob Jammerman, Operations Manager Aaron Kelly

#### 5:15 p.m. Special Meeting

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

#### 2. Consent Items

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

#### 3. Presentations

- Parker Smith Day Proclamation. Mayor Frank J. Kuntz read the proclamation declaring December 3 as “Parker Smith Day.”

#### 4. Action Items

*(Item E was moved to the front of the agenda at the request of the Mayor)*

- A.** Adoption of the proposed amendments to Wenatchee City Code Chapter 3.36, Wildland-Urban Interface Standards

Community Development Director Glen DeVries presented the staff report. Chelan County Fire District No. 1 Chief Brian Brett was also present and commented and answered questions.

Motion by Councilmember Mark Kulaas for City Council to adopt Ordinance No. 2020-33 titled WUI Standards that are intended to mitigate the risk to life and structures from intrusion of fire from wild-land fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

- B. Adoption of Resolution No 2020-36 ratifying the Mayor's Approval of a Professional Service Agreement with the Chelan Douglas Regional Port Authority for small business grants

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

Motion by Councilmember Keith Huffaker for City Council to adopt Resolution No. 2020-36 ratifying the Mayor's approval of a Professional Service Agreement with the Chelan Douglas Regional Port Authority for services related to implementing the Coronavirus Relief Fund Small Business Grant Program. Councilmember Ruth Esparza seconded the motion. Motion carried (7-0).

- C. For Introduction - Ordinance No. 2020-23 granting a franchise to Cascade Natural Gas Corporation

Executive Services Director Laura Merrill presented the staff report. This item was for presentation only and will be on the next agenda for formal adoption.

*No Action Requested: Staff recommends the City Council hear Ordinance No. 2020-23 granting a franchise to Cascade Natural Gas Corporation for the purposes of providing natural gas services within the City of Wenatchee.*

- D. Adoption of Ordinance No. 2020-22 creating regulations and permit requirements for private use of City streets and sidewalks for sidewalk cafes, storefront enhancements and display of goods, parklets, and streateries

Executive Services Director Laura Merrill presented the staff report and power point presentation. Council asked questions.

Motion by Councilmember Jim Bailey for City Council to adopt Ordinance No. 2020-22 creating regulations and permit requirements for private use of City streets and sidewalks for sidewalk cafes, storefront enhancements and display of goods, parklets, and streateries. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

**E. 2021-2022 Amendment to the Municipal Services Agreement with the Wenatchee Valley Chamber of Commerce**

Executive Services Director Laura Merrill presented the staff report. Councilmember Linda Herald recused herself from this agenda item due to a conflict of interest. Council asked questions.

*Motion by Councilmember Travis Hornby for City Council to approve the Amendment to the Municipal Services Agreement with the Wenatchee Valley Chamber of Commerce for Destination Marketing and Visitor Services and authorize the Mayor's signature. Councilmember Jim Bailey seconded the motion. Motion carried (6-0) (Herald conflict).*

**F. Solid Waste Franchise**

Operations Manager Aaron Kelly presented the staff report. Council asked questions. No action to be taken at this time. This agenda item will be on the next agenda for action.

*No Action Requested: (1) First reading of Ordinance 2020-34 approving a solid waste services agreement granting Waste Management of Washington, Inc. a franchise for exclusive solid waste collection services within the corporate limits of the City of Wenatchee. (2) Review of the Solid Waste Service Agreement with Waste Management of Washington, Inc. for solid waste collection services within the limits of the City of Wenatchee. (3) For Council's consideration the Fourth Amendment to Contract for Solid Waste Collection Services.*

**5. Reports**

Councilmember Jim Bailey led a discussion regarding the 2021 legislative priorities. The priorities from AWC are the same as 2020 except for the state-wide policing reforms. Council would like to see transportation and homeless issues as top priorities. The Mayor suggested that Chief Crown provide input as well. Staff will prepare a letter and ask for his review. (Chief Crown is currently serving as the President of WASPC).

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

1. The city still does not have a contract with the jail so it will be moving forward with arbitration. The city is advocating for a daily rate, the jail would like a flat fee. The city's priority is to make sure the costs are reasonable for the taxpayers.
2. City Hall will be closed on December 17-18 for the new electrical service to be installed and transformers removed from the basement.
3. He gave kudos to the city's Code Enforcement team and the Police Officers who assisted with the cleanup on Delaware Street. He also received a letter from a citizen thanking the Police Department for their help with squatters on First Street.

4. Next week's meeting is expected to be long.
5. The TRIAD bridge is in permit review.
6. Paving has been completed in the lot next to public works.
7. Staff is still working on NEPA.
8. All the work for the water rights transfer has been complete. The city will be receiving a check for \$1 million.

b. Reports/New Business of Council Committees

1. Councilmember Linda Herald attended a low barrier shelter meeting yesterday. The \$640,000 grant from the state has been approved. They are looking at using 3 hotels as a shelter in the interim. They are currently trying to get a severe weather shelter in place (local churches are hesitant due to the pandemic). A permanent low barrier shelter will be very expensive so they are researching Quonset huts but need a location. The Mayor suggested going to Moses Lake to take a look at their operation. She also thanked the city for the two new "Owl" cameras at the Convention Center.

**6. Announcements.** None.

**7. Adjournment.** With no further business, the meeting adjourned at 6:33 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk



**WENATCHEE CITY COUNCIL**  
**Thursday, December 10, 2020**  
Wenatchee City Hall Council Chambers  
301 Yakima Street, 2<sup>nd</sup> Floor  
Wenatchee, WA 98801  
**MINUTES**

**DRAFT**

**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 Clerk Tammy Stanger, IS Support Jessi Saucedo, Community Development Director Glen DeVries, Public Works Director Rob Jammerman, Operations Manager Aaron Kelly, Facilities Manager Elisa Webb, Human Resources Director Kari Page, Planning Manager Stephen Neuenschwander, Senior Engineer Jeremy Hoover, Development Manager Matt Shales, Deputy Public Works Director Jessica Shaw, Police Chief Steve Crown.

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

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

**2. Consent Items**

*Motion by Councilmember Huffaker to approve agenda, vouchers, and minutes from previous meetings; to approve Resolution 2020-38 re-appointing Blake Morrell to position 4 of the Arts, Recreation and Parks Commission with a term expiring December 31, 2023; to approve Resolution 2020-39 re-appointing Morgan Mott to position 5 of the Arts, Recreation and Parks Commission with a term expiring December 31, 2023; to approve Resolution 2020-44 appointing William Carroll to position 3 of the Arts, Recreation and Parks Commission with a term expiring December 31, 2023; Motion to approve Resolution No. 2020-43, designating the re-appointment of Joe Gamboni to the Planning Commission to serve another four-year term ending December 31, 2024; and to approve Resolution No. 2020-45, designating the re-appointment of Mark Seman to serve another three-year term ending December 31, 2023. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).*

### 3. Action Items

#### A. Ordinance No. 2020-23 granting a franchise to Cascade Natural Gas Corporation

Executive Services Director Laura Merrill presented the staff report. The Mayor commented.

*Motion by Councilmember Jim Bailey for City Council to adopt Ordinance No. 2020-23 granting a franchise to Cascade Natural Gas Corporation for the purposes of providing natural gas services within the City of Wenatchee. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).*

#### B. Ninth Street Basin Water Quality Retrofit Planning and Design Grant Agreement

Deputy Public Works Director-Utilities Jessica Shaw presented the staff report. Council asked questions.

*Motion by Councilmember Travis Hornby for City Council to approve the grant agreement with the State of Washington Department of Ecology for the Ninth Street Basin Water Quality Retrofit Planning and Design project and authorize the Mayor's signature. Councilmember Ruth Esparza seconded the motion. Motion carried (7-0).*

#### C. Repeal Wenatchee City Code, Ch. 1.13, Leaves of Absence

Director of Human Resources Kari Page presented the staff report.

*Motion by Councilmember Ruth Esparza for City Council to approve Ordinance 2020-16 to repeal Wenatchee City Code, Ch. 1.13 and replace Ordinance 2948. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).*

#### D. Temporary employee hiring, positions and wages

Director of Human Resources Kari Page presented the staff report.

*Motion by Councilmember Jose Cuevas for City Council to approve Ordinance 2020-40 and repeal Ordinance 2019-46. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).*

#### E. Management and Administrative Group Compensation

Director of Human Resources Kari Page presented the staff report.

*Motion by Councilmember Linda Herald for City Council to approve Ordinance 2020-39. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).*

**F. City of Wenatchee/AFSCME Local 846 Collective Bargaining Agreement 2021-2023**

Director of Human Resources Kari Page presented the staff report. The Mayor commented and thanked staff for their work with the negotiations.

*Motion by Councilmember Travis Hornby for City Council to authorize the Mayor to execute the CBA, mutually agreed upon by both the City and Union bargaining teams and approved by bargaining unit member vote. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).*

**G. Solid Waste Collection Services**

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

- (1) Ordinance 2020-34, approving a solid waste services agreement granting Waste Management of Washington, Inc. a franchise for exclusive solid waste collection services within the corporate limits of the City of Wenatchee

*Motion by Councilmember Mark Kulaas for City Council to adopt Ordinance 2020-34 approving a solid waste services agreement granting Waste Management of Washington, Inc. a franchise for exclusive solid waste collection services within the corporate limits of the City of Wenatchee. Councilmember Linda Herald seconded the motion. Motion carried (7-0).*

- (2) Solid Waste Service Agreement with Waste Management of Washington, Inc. for solid waste collection services within the limits of the City of Wenatchee

*Motion by Councilmember Mark Kulaas for the City Council to approve a Solid Waste Service Agreement with Waste Management of Washington, Inc. to provide solid waste collection services and authorize the Mayor's signature. Councilmember Linda Herald seconded the motion. Motion carried (7-0).*

- (3) The Fourth Amendment to Contract for Solid Waste Collection Services

*Motion by Councilmember Mark Kulaas for the City Council to approve the Fourth Amendment to the Contract for Solid Waste Collection Services, extending the current contract to April 30, 2021 and authorize the Mayor's signature. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).*

**H. Bureau of Reclamation Lease**

Operations Manager Aaron Kelly presented the staff report.



Motion by Councilmember Linda Herald for the City Council to approve the Lease between the General Services Administration and the City of Wenatchee and authorize the Mayor's signature. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).

- I. Project 1804 - Confluence Parkway agency funding agreements. The NEPA process for Confluence Parkway has expanded in scope and cost. To help cover some of those costs the following agencies have agreed to contribute funds to support the environmental process; Link Transit, Chelan Douglas Regional Port Authority and Chelan County PUD.

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

Motion by Councilmember Keith Huffaker for the City Council to authorize the Mayor to sign funding agreements with Chelan County PUD, Link Transit, and the Chelan Douglas Regional Port Authority to allow those funds to support the NEPA process for Confluence Parkway. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

- J. Project 1804 - Confluence Parkway consultant contract scope and budget amendment. Increase KPG Engineering's scope and budget to allow for additional NEPA and engineering services. The contract budget would be amended to allow for an increase of \$688,000 for a new total contract budget of \$2,918,000

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

Motion by Councilmember Jim Bailey for the City Council to approve KPG Engineering's Supplement #3 and after all funding agreements have been executed, authorize the Mayor's signature to allow KPG Engineering to provide the additional NEPA and engineering support required to complete our NEPA Environmental Analysis for Confluence Parkway. Councilmember Ruth Esparza seconded the motion. Motion carried (7-0).

- K. City of Wenatchee Project No. 1809 –SSA/OHO Wenatchee Remodel project construction contract between the City and TW Clark Construction, Change Order No. 6 in the amount of \$71,742.86

Facilities Manager Elisa Webb presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby for the City Council to approve the contract change order with TW Clark Construction and authorize the Mayor's signature. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

- L. A proposed series of amendments to the City Homeless Programs budget to address additional rent assistance funding for the Chelan-Douglas Eviction Rent Assistance Program (ERAP) and further local sub-grant awards of the CARES Act Emergency Solutions Grant (ESG-CV)

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

Motion by Councilmember Ruth Esparza for the City Council to accept the Homeless Task Force's recommendations and authorize the Mayor to: Enter into a new grant agreement between the City of Wenatchee and Chelan-Douglas Community Action Council for the amount of \$253,000 in ESG-CV funding to operate a Hotel/Motel Emergency Shelter Voucher Program; enter into a new grant agreement between the City of Wenatchee and Chelan-Douglas Community Action Council for the amount of \$450,000 in ESG-CV to operate a Homeless Prevention Rent Assistance Program; enter into an amended grant agreement between the Department of Commerce and the City of Wenatchee for an additional \$275,000 in State ERAP funds; and enter into a revised ERAP grant agreement between the City of Wenatchee and the Chelan-Douglas Community Action Council that: (1) places the new ERAP funds in Community Action's current Rent Assistance budget, (2) amends the current contract to move \$65,000 from Community Action's Program Operations budget into the Rent Assistance budget, and (3) amends the current contract to move \$15,000 in City ERAP Administration funds into Community Action's Rent Assistance budget. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

**M. Authorization to Award Contract to the Lowest Responsible Bidder**

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

Motion by Councilmember Keith Huffaker that the City Council award the contract for the Wastewater Treatment Plant Digester No. 2 Cleaning work, project number SW20-09 to the Flowhawks and further authorize the Mayor to sign a contract on behalf of the City. Councilmember Jim Bailey seconded the motion. Motion carried.

**N. Resolution 2020-46 endorsing the legislative priorities adopted by the Association of Washington Cities**

Executive Services Director Laura Merrill presented the staff report. Council commented.

Motion by Councilmember Jim Bailey for the City Council to pass Resolution No. 2020-46 endorsing the legislative priorities as adopted by the Association of Washington Cities for 2021. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

A short recess was called at 6:08 p.m. The meeting resumed at 6:15 p.m.

#### 4. Public Hearing Items

The Mayor explained the public hearing process.

- O. Proposed amendments to Titles 10, 11, and 13 of the Wenatchee City Code, the Official Zoning Map, the City of Wenatchee Residential Design Guidelines, and the Wenatchee Urban Area Comprehensive Plan

Planning Manager Stephen Neuenschwander and Community Development Director Glen DeVries presented the staff report. Council asked questions.

The Mayor asked for public comment.

1. Brett Riley, representing the Wenatchee Valley College, stated his appreciation for the city team on working on the overlay for the college, and that it has been a positive experience and will go a long way for future projects college is planning.
2. Fred Grim, with Triad Maple, asked the Council if they had any questions about the commercial zoning aspect of their project? The purpose is to have that area be part of a community center for the neighborhood (i.e. a café). The Council had no questions.

With no further public comment, the Mayor turned the matter back over to the Council for consideration.

*Motion by Councilmember Mark Kulaas for the City Council to adopt the revisions to the Wenatchee City Code, City of Wenatchee Residential Design Guidelines, and the Wenatchee Urban Area Comprehensive Plan as represented in Ordinances 2020-35, 2020-36, 2020-37, and 2020-38 and Resolutions 2020-40 and 2020-41. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).*

- P. 2021-2026 Capital Facilities Plan

Planning Manager Stephen Neuenschwander presented the staff report. Council commented.

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

*Motion by Councilmember Keith Huffaker for the City Council to adopt the City of Wenatchee 2021-2026 Capital Facilities Plan as presented in Resolution 2020-42. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).*

## 5. Reports

- a. Mayor's Report. The Mayor reported on the following:
  - (1) The Museum will be holding a virtual "Multicultural Festival" in January, and he and Executive Services Director have been working on selecting a recipient for the annual Civil Rights & Social Justice Award.
  - (2) He attended a meeting with the directors today, and just wanted to say the city has a great staff with people who do great work.
  - (3) The Mayor was thankful that we made it through this year; we are in a much different place than what we were 15-20 years ago as far as the city's economy goes.
- b. Reports/New Business of Council Committees.

Councilmember Mark Kulaas said he has been enjoying shopping downtown.

Councilmember Jim Bailey, who now sits on the Community Action Council Board, said it's been an interesting few months to see the great work of the organization, and how different our community would be without these organizations. He mentioned that the Community Action Council is looking to consolidate their operations to one building and they need about 15,000 square feet. Their bid for the Lineage property was turned down. He also gave kudos to the National Guard as well for their help with the food distribution process.

Councilmember Huffaker said that with glass recycling going away, the City of Chelan and the Chelan Rotary are looking to get a glass grinder. He hopes the Solid Waste Council will consider a glass grinder at the next Solid Waste meeting.

**6. Announcements.** None.

**7. Adjournment.** With no further business, the meeting adjourned at 7:00 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** January 14, 2021

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**I. SUBJECT**

Biosolids Hauling, Project No. SW18-10, Final Acceptance

**II. ACTION REQUESTED**

Staff Recommends the City Council accept the work performed by the contractor, Kissler Enterprises Environmental Products, Inc, on the Biosolids Hauling, Project No. SW18-10, and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.

**III. OVERVIEW**

Each year the City's wastewater treatment plant produces between 400 and 600 dry tons of Class A, exceptional quality biosolids. These solids are hauled to Grant County and land applied as a soil amendment primarily for feed crops including corn, timothy hay, and triticale. Under this contract, Kissler Enterprises hauled a total of 1,500 tons of biosolids between November 2018 and December 2020.

**IV. FISCAL IMPACT**

The project was paid for from Fund 405 – Sewer Utility. The total cost for hauling biosolids under this three-year contract was \$74,269.12.

**VI. REFERENCE(S)**

1. Final Contract Voucher Certificate, Project No. SW18-10

**VII. ADMINISTRATIVE ROUTING**

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



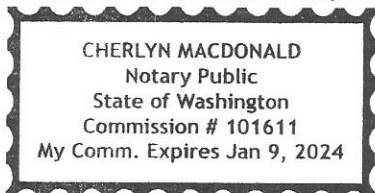
**City of Wenatchee  
Department of Public Works**

**Final Contract  
Voucher Certificate**

Contractor Kissler Enterprises Inc.			
Street Address 300 Washington Way			
City George	State WA	Zip 98801	Date 12/21/2020
City Project Number SW18-10	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title Biosolids Hauling			
Date Work Physically Completed	11/6/2020	Final Amount	\$20,097.40

**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.



Robbe Kissler  
Contractor Authorized Signature Required

Robbe Kissler  
Type Signature Name

Subscribed and sworn to before me this 5<sup>th</sup> day of January 20 21

X Cheryln Macdonald Notary Public in and for the State of Washington,

residing at Quincy, WA

**City of Wenatchee**

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

X  
Mayor/or Designee

\_\_\_\_\_  
Date of Acceptance



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** January 14, 2021

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**I. SUBJECT**

City of Wenatchee Project No. 1809 – SSA/OHO Wenatchee Remodel project construction contract between the City and TW Clark Construction, Final Contract Voucher Certificate

**II. ACTION REQUESTED**

Staff recommends the City Council approve the Final Contract Voucher 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).

**IV. FISCAL IMPACT**

The final amount to be paid to TW Clark Construction is \$2,549,301.28 (including sales tax).

**V. PROJECT SCHEDULE**

Construction began in February 2020 and was completed in January 2021.

**VI. REFERENCE(S)**

1. Capital Budget Report – November 14, 2019
2. Council Agenda Report – September 26, 2019
3. Council Agenda Report – September 10, 2020
4. Council Agenda Report – December 10, 2020
5. Final Contract Voucher Certificate

**VII. ADMINISTRATIVE ROUTING**

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





City of Wenatchee  
Department of Public Works

Final Contract  
Voucher Certificate

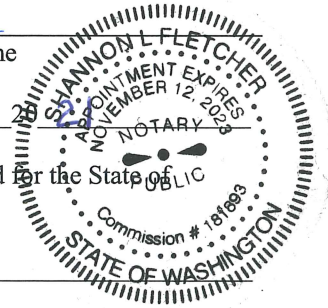
Contractor TW Clark Construction LLC			
Street Address 1117 N. Evergreen, Suite 1			
City Spokane Valley	State WA	Zip 99216	Date January 8, 2021
City Project Number 1809	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title SSA/OHO Wenatchee Remodel			
Date Work Physically Completed January 6, 2021		Final Amount \$2,549,301.28	

**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.

  
Contractor Authorized Signature Required  
Jon Huette  
Type Signature Name

Subscribed and sworn to before me this 6 day of January  
X Shannon A Fletcher Notary Public in and for the State of WA  
Washington,  
residing at Spokane, Washington



**City of Wenatchee**

City of Wenatchee hereby accepts the completed contract pursuant to Article 15 of the contract provisions.

\_\_\_\_\_  
Mayor/or Designee

\_\_\_\_\_  
Date of Acceptance



# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: CITY OF WENATCHEE  
 301 YAKIMA STREET  
 WENATCHEE, WA 98801

PROJECT: SSA/OHO WENATCHEE  
 129 S. CHELAN ST  
 WENATCHEE, WA 98801

APPLICATION NO: 9  
 PERIOD TO: 12/31/2020

Distribution to:  
 OWNER  
 ENGINEER  
 CONTRACTOR  
 ARCHITECT  
 CONST. MGR

FROM CONTRACTOR:  
 T.W. CLARK CONSTRUCTION LLC  
 1117 N. EVERGREEN, SUITE 1  
 SPOKANE VALLEY, WA 99216

ARCHITECT: FORTE ARCHITECTS  
 240 N WENATCHEE AVE  
 WENATCHEE, WA 98801

Project No: 1998  
 CONTRACT DATE: 10/7/2019

CONTRACT FOR:  
 GENERAL CONSTRUCTION

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

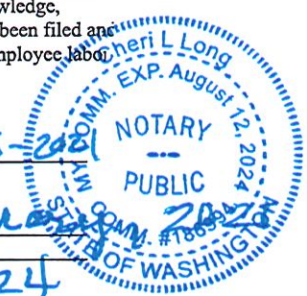
1. ORIGINAL CONTRACT SUM .....	\$	2,107,000.00
2. Net Change by Change Order .....	\$	242,586.43
3. CONTRACT SUM TO DATE (Line 1 ± 2) ...	\$	2,349,586.43
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$	2,349,586.43
4a. Sales Tax @ 8.5% .....		199,714.85
SUBTOTAL		\$ 2,549,301.28
5. RETAINAGE:		
a. 0 % of Completed Work \$		-
(Column D + E on G703 EXCLUDING WSST)		
b. 0 % of Stored Material \$		0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703) .....		
		\$ -
6. TOTAL EARNED LESS RETAINAGE .....	\$	2,549,301.28
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .....	\$	2,461,967.07
8. CURRENT PAYMENT DUE .....	\$	87,334.21
9. BALANCE TO FINISH, INCLUDING RETAINAGE		0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	170,843.57	0.00
Total approved this Month	71,742.86	
<b>TOTALS</b>	<b>242,586.43</b>	<b>0.00</b>
NET CHANGES by Change Order	242,586.43	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Intents to Pay Prevailing Wage Statements have been filed and approved, and prevailing wages paid for all Contractor and subcontractor employees labor covered by this Application for Payment.

CONTRACTOR:  
 By: Billy Kautz Date: 01-05-2021  
 County of: SPOKANE

State of: WASHINGTON  
 Subscribed and sworn to before me this 5th Day of January  
 Notary Public: Cheri L. Long  
 My Commission Expires: August 12, 2024



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED ..... \$ 87,334.21

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  
 By: W. Bennett Date: 2021/01/05

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET**

APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
CONTRACTOR'S signed Certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: **9**  
PERIOD: 12/1/20 - 12/31/20

Use column I on Contracts where variable RETAINAGE FOR LINE ITEMS MAY APPLY.

LINE NO.	SPEC. SECTION	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE		BALANCE TO FINISH	RETAINAGE
				PREVIOUS APPLICATIONS	THIS APPLICATION		G(D+E+F)	%		
A.1	A.2	B	C	D	E	F	G(D+E+F)	%	H(C-G)	I
		<b>DIVISION 1 - GENERAL REQUIREMENTS</b>								
	011000	GENERAL CONDITIONS	84,400.00	84,400.00	-	-	84,400.00	100.00%	-	-
	>>>>	LIABILITY INSURANCE	21,100.00	21,100.00	-	-	21,100.00	100.00%	-	-
	>>>>	B&O TAX	9,900.00	9,850.50	49.50	-	9,900.00	100.00%	-	-
	>>>>	BOND (W TAX)	21,100.00	21,100.00	-	-	21,100.00	100.00%	-	-
		<b>DIVISION 2 - SITE WORK</b>								
	024119	SELECTIVE DEMOLITION	112,500.00	112,500.00	-	-	112,500.00	100.00%	-	-
	>>>>	EARTHWORK	36,500.00	36,500.00	-	-	36,500.00	100.00%	-	-
	321216	ASPHALT PAVING	6,400.00	6,400.00	-	-	6,400.00	100.00%	-	-
	321713	WHEELSTOPS	INCL ABOVE							
	321313	CONCRETE PAVING	21,100.00	21,100.00	-	-	21,100.00	100.00%	-	-
	321716	TACTILE WARNING SURFACING	INCL ABOVE							
	>>>>	LANDSCAPING	7,600.00	7,600.00	-	-	7,600.00	100.00%	-	-
		<b>DIVISION 3 - CONCRETE</b>								
	033000	CAST IN PLACE CONCRETE	103,400.00	103,400.00	-	-	103,400.00	100.00%	-	-
		<b>DIVISION 4 - MASONRY</b>								
		NOT APPLICABLE								
		<b>DIVISION 5 - METALS</b>								
	>>>>	STRUCTURAL STEEL	55,900.00	55,900.00	-	-	55,900.00	100.00%	-	-
	055213	PIPE & TUBE RAILINGS	INCL ABOVE							
		<b>DIVISION 6 - WOOD, PLASTICS AND COMPOSITES</b>								
	061000	ROUGH CARPENTRY	208,700.00	208,700.00	-	-	208,700.00	100.00%	-	-
	061600	SHEATHING	INCL ABOVE							
	061800	GLUED LAMINATED CONSTRUCTION	INCL ABOVE							
	062013	EXTERIOR FINISH CARPENTRY	16,100.00	16,100.00	-	-	16,100.00	100.00%	-	-
	062023	INTERIOR FINISH CARPENTRY	16,900.00	16,900.00	-	-	16,900.00	100.00%	-	-
	123200	MANUFACTURED WOOD CASEWORK	INCL ABOVE							
	066400	PLASTIC PANELING (FRP)	1,100.00	1,100.00	-	-	1,100.00	100.00%	-	-
		<b>DIVISION 7 - THERMAL &amp; MOISTURE PROTECTION</b>								
	071113	BITUMINOUS DAMPROOFING	1,000.00	1,000.00	-	-	1,000.00	100.00%	-	-
	072100	THERMAL INSULATION	10,300.00	10,300.00	-	-	10,300.00	100.00%	-	-
	072500	WEATHER BARRIERS	90,900.00	90,900.00	-	-	90,900.00	100.00%	-	-
	074213	FORMED METAL WALL PANELS	INCL ABOVE							
	074293	SOFFIT PANELS	INCL ABOVE							
	076200	SHEET METAL FLASHING & TRIM	INCL ABOVE							
	075419	PVC ROOFING	INCL ABOVE							
	079200	JOINT SEALANTS	1,000.00	1,000.00	-	-	1,000.00	100.00%	-	-
	079219	ACOUSTICAL JOINT SEALANTS	1,100.00	1,100.00	-	-	1,100.00	100.00%	-	-

**CONTINUATION SHEET**

APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
CONTRACTOR'S signed Certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: **9**  
PERIOD: 12/1/20 - 12/31/20

Use column I on Contracts where variable RETAINAGE FOR LINE ITEMS MAY APPLY.

LINE NO.	SPEC. SECTION	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE		BALANCE TO FINISH	RETAINAGE
				PREVIOUS APPLICATIONS	THIS APPLICATION		G(D+E+F)	%		
A.1	A.2	B	C	D	E	F	G(D+E+F)	%	H(C-G)	I
		<b>DIVISION 8 - OPENINGS</b>								
	081113	HOLLOW METAL DOORS & FRAMES	82,200.00	82,200.00	-	-	82,200.00	100.00%	-	
	081416	FLUSH WOOD DOORS	INCL ABOVE							
	083473	WOOD SOUND CONTROL DOORS	INCL ABOVE							
	087100	DOOR HARDWARE	INCL ABOVE							
	>>>>	DOOR AND HARDWARE INSTALLATION	11,400.00	11,400.00	-	-	11,400.00	100.00%	-	
	084113	ALUMINUM FRAMED STOREFRONTS	41,200.00	41,200.00	-	-	41,200.00	100.00%	-	
	085113	ALUMINUM WINDOWS	INCL ABOVE							
	088000	GLAZING	INCL ABOVE							
		<b>DIVISION 9 - FINISHES</b>								
	092900	GYPSUM BOARD	50,800.00	50,800.00	-	-	50,800.00	100.00%	-	
	095113	ACOUSTICAL PANEL CEILINGS	30,200.00	30,200.00	-	-	30,200.00	100.00%	-	
	093000	CERAMIC TILING	91,100.00	91,100.00	-	-	91,100.00	100.00%	-	
	096513	RESILIENT BASE & ACCESSORIES	INCL ABOVE							
	096519	RESILIENT TILE FLOORING	INCL ABOVE							
	096816	CARPETING	INCL ABOVE							
	099113	EXTERIOR PAINTING	16,100.00	16,100.00	-	-	16,100.00	100.00%	-	
	099123	INTERIOR PAINTING	INCL ABOVE							
		<b>DIVISION 10 - SPECIALTIES</b>								
	101423	PANEL SIGNAGE	7,400.00	7,400.00	-	-	7,400.00	100.00%	-	
	101419	DIMENSIONAL LETTER SIGNAGE	INCL ABOVE							
	102113	TOILET COMPARTMENTS	3,200.00	3,200.00	-	-	3,200.00	100.00%	-	
	102233	ACCORDION FOLDING PARTITIONS	7,200.00	7,200.00	-	-	7,200.00	100.00%	-	
	102600	WALL AND DOOR PROTECTION	INCL ABOVE							
	102800	TOILET & BATH ACCESSORIES	2,500.00	2,500.00	-	-	2,500.00	100.00%	-	
	104413	FIRE PROTECTION CABINETS	2,100.00	2,100.00	-	-	2,100.00	100.00%	-	
	104416	FIRE EXTINGUISHERS	INCL ABOVE							
		<b>DIVISION 11 - EQUIPMENT</b>								
		NOT APPLICABLE								
		<b>DIVISION 12 - FURNISHINGS</b>								
	122413	ROLLER WINDOW SHADES	5,600.00	5,600.00	-	-	5,600.00	100.00%	-	
		<b>DIVISION 13 - SPECIAL CONSTRUCTION</b>								
		NOT APPLICABLE								
		<b>DIVISION 14 - CONVEYING EQUIPMENT</b>								
		NOT APPLICABLE								
		<b>DIVISION 21 - FIRE SUPPRESSION</b>								
		NOT APPLICABLE								

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				PREVIOUS APPLICATIONS	THIS APPLICATION		G(D+E+F)	%		
A.1	A.2	B	C	D	E	F	G(D+E+F)	%	H(C-G)	I
		<b>DIVISION 22 - PLUMBING</b>								
		PLUMBING								
		SUBMITTALS / MOBILIZATION	2,000.00	2,000.00	-	-	2,000.00	100.00%	-	-
		SAFE OFF FOR DEMO	2,000.00	2,000.00	-	-	2,000.00	100.00%	-	-
		WASTE AND VENT	11,800.00	11,800.00	-	-	11,800.00	100.00%	-	-
		DOMESTIC WATER	8,400.00	8,400.00	-	-	8,400.00	100.00%	-	-
		PLUMBING FIXTURES AND EQUIPMENT	15,600.00	15,600.00	-	-	15,600.00	100.00%	-	-
		CONDENSATE DRAINS	5,800.00	5,800.00	-	-	5,800.00	100.00%	-	-
		INSULATION	4,000.00	4,000.00	-	-	4,000.00	100.00%	-	-
		<b>DIVISION 23 - HVAC</b>								
		HVAC								
		MOBILIZATION	1,200.00	1,200.00	-	-	1,200.00	100.00%	-	-
		VRF & DOAS SYSTEMS	44,800.00	44,800.00	-	-	44,800.00	100.00%	-	-
		DUCT HEATERS, EWH & EXHAUST	6,300.00	6,300.00	-	-	6,300.00	100.00%	-	-
		ROOF HOODS GRDS & WALL C	6,300.00	6,300.00	-	-	6,300.00	100.00%	-	-
		DUCTWORK	28,700.00	28,700.00	-	-	28,700.00	100.00%	-	-
		HVAC FIELD INSTALLATION	58,100.00	58,100.00	-	-	58,100.00	100.00%	-	-
		REFRIGERATION	20,400.00	20,400.00	-	-	20,400.00	100.00%	-	-
		DUCT INSULATION	7,800.00	7,800.00	-	-	7,800.00	100.00%	-	-
		VRF & HVAC EQUIPMENT START UP	6,800.00	6,800.00	-	-	6,800.00	100.00%	-	-
		TESTING, ADJUSTING & BALANCING	4,900.00	4,900.00	-	-	4,900.00	100.00%	-	-
		<b>DIVISION 26, 27, 28 - ELECTRICAL</b>								
		ELECTRICAL								
		Mob, Permits	10,800.00	10,800.00	-	-	10,800.00	100.00%	-	-
		Panels and disconnects	10,800.00	10,800.00	-	-	10,800.00	100.00%	-	-
		Panels and disconnects labor	10,800.00	10,800.00	-	-	10,800.00	100.00%	-	-
		Feeder conduit and wire	10,800.00	10,800.00	-	-	10,800.00	100.00%	-	-
		Feeder conduit and wire labor	10,800.00	10,800.00	-	-	10,800.00	100.00%	-	-
		Lighting and lighting controls	70,800.00	70,800.00	-	-	70,800.00	100.00%	-	-
		Lighting and lighting controls labor	27,200.00	27,200.00	-	-	27,200.00	100.00%	-	-
		Rough in material and wire	80,400.00	80,400.00	-	-	80,400.00	100.00%	-	-
		Rough in material and wire labor	237,400.00	237,400.00	-	-	237,400.00	100.00%	-	-
		Site work	5,400.00	5,400.00	-	-	5,400.00	100.00%	-	-
		Site work labor	10,800.00	10,800.00	-	-	10,800.00	100.00%	-	-
		Data cabling material	54,400.00	48,960.00	5,440.00	-	54,400.00	100.00%	-	-
		Data cabling labor	32,600.00	29,340.00	3,260.00	-	32,600.00	100.00%	-	-
		Fire alarm material	8,600.00	8,600.00	-	-	8,600.00	100.00%	-	-
		Fire alarm labor	4,300.00	4,300.00	-	-	4,300.00	100.00%	-	-
		Access control	21,600.00	21,600.00	-	-	21,600.00	100.00%	-	-
		Access control labor	5,400.00	5,400.00	-	-	5,400.00	100.00%	-	-
		Intrusion	21,600.00	21,600.00	-	-	21,600.00	100.00%	-	-
		Intrusion labor	5,400.00	5,400.00	-	-	5,400.00	100.00%	-	-
		Camera system	43,400.00	43,400.00	-	-	43,400.00	100.00%	-	-
		Camera system labor	10,800.00	10,800.00	-	-	10,800.00	100.00%	-	-
		<b>SUB TOTAL - ORIGINAL CONTRACT AMOUNT</b>	2,107,000.00	2,098,250.50	8,749.50	0.00	2,107,000.00	100.00%	0.00	



**CONTINUATION SHEET**

APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
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In tabulations below, amounts are stated to the nearest dollar.

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PERIOD: 12/1/20 - 12/31/20

Use column I on Contracts where variable RETAINAGE FOR LINE ITEMS MAY APPLY.

LINE NO.	SPEC. SECTION	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE		BALANCE TO FINISH	RETAINAGE
				PREVIOUS APPLICATIONS	THIS APPLICATION		G(D+E+F)	%		
A.1	A.2	B	C	D	E	F	G(D+E+F)	%	H(C-G)	I
		Change Order No. 001 - \$15,500.00								
		COP 001 -Pre Construction Services	15,500.00	15,500.00	-	-	15,500.00	100.00%	-	-
		Change Order No. 002 - \$31,302.46								
		PR 001 - Duct heaters DH-3 & 4 per PR 001	5,959.88	5,959.88	-	-	5,959.88	100.00%	-	-
		PR 002 - Changes to landing, wall lengths, relocation	1,681.19	1,681.19	-	-	1,681.19	100.00%	-	-
		PR 003 - Relocate door 104, RR fixtures, drinking	6,191.08	6,191.08	-	-	6,191.08	100.00%	-	-
		PR 005 - Delete metal siding and add EFIS	13,155.06	13,155.06	-	-	13,155.06	100.00%	-	-
		PR 006 - Add push/pulls and indicator deadbolt to	425.51	425.51	-	-	425.51	100.00%	-	-
		PR 009 - Plumbing fixture changes per provided	3,889.74	3,889.74	-	-	3,889.74	100.00%	-	-
		Change Order No. 003 - \$2,430.11								
		PR 004 Rev 1 - Landscaping changes per city review	(2,030.10)	(2,030.10)	-	-	(2,030.10)	100.00%	-	-
		PR 007 - Delete RTF 1&2, Add RTF-3	(4,592.65)	(4,592.65)	-	-	(4,592.65)	100.00%	-	-
		PR 010 - Topping Slab at Bathrooms 104 & 105.	(2,215.17)	(2,215.17)	-	-	(2,215.17)	100.00%	-	-
		PR 012 - Kick plates on all doors, push side only	1,118.15	1,118.15	-	-	1,118.15	100.00%	-	-
		PR 013 - Remove Ornamental Block	3,027.88	3,027.88	-	-	3,027.88	100.00%	-	-
		PR 014 - Remove Electric Strikes & Keypad Latch	(9,732.47)	(9,732.47)	-	-	(9,732.47)	100.00%	-	-
		PR 015 - RFI 23 Mop Sink in Janitor 117	3,478.82	3,478.82	-	-	3,478.82	100.00%	-	-
		PR 016 - RFI 015 Existing roof drain piping not on	6,584.56	6,584.56	-	-	6,584.56	100.00%	-	-
		PR 017 - RFI 017 Existing waste and vent in elec	4,536.41	4,536.41	-	-	4,536.41	100.00%	-	-
		PR 018 - RFI 021 L-1 Lavatory Wall Carriers	2,254.69	2,254.69	-	-	2,254.69	100.00%	-	-
		Change Order No. 004 - \$61,047.75								
		PR 008 - Provide addtl demo including ceiling grid	10,219.09	10,219.09	-	-	10,219.09	100.00%	-	-
		PR 011 - Replace studs damaged during city abatement	4,671.59	4,671.59	-	-	4,671.59	100.00%	-	-
		PR 019 - Replace water line w/ new 2" system	14,850.67	14,850.67	-	-	14,850.67	100.00%	-	-
		PR 020 - Replace existing concrete storm line with	10,255.00	10,255.00	-	-	10,255.00	100.00%	-	-
		PR 021 - Replace new R11 insulation with R15 in	9,010.11	9,010.11	-	-	9,010.11	100.00%	-	-
		PR 024 - Due to COVID-19 delays substitute Max	487.28	487.28	-	-	487.28	100.00%	-	-
		PR 025 - Delete retaining walls at front of building	(2,208.90)	(2,208.90)	-	-	(2,208.90)	100.00%	-	-
		PR 026 - Provide additional 18" wide cabinets, on	1,867.90	1,867.90	-	-	1,867.90	100.00%	-	-
		PR 029 - Delete GWB ceiling in Room 116 and in	71.85	71.85	-	-	71.85	100.00%	-	-
		PR 030 - Cover damaged area of east wall with E	415.37	415.37	-	-	415.37	100.00%	-	-
		PR 034 - Provide addtl power feed including disc	5,519.59	5,519.59	-	-	5,519.59	100.00%	-	-
		PR 037 - Due to COVID, Substitute Cornell ESP2	4,872.78	4,872.78	-	-	4,872.78	100.00%	-	-
		PR 038 - Relocate data and power per ASI 004	1,015.42	1,015.42	-	-	1,015.42	100.00%	-	-
		Change Order No. 005 - \$60,563.25								
		PR 027 - RFI 55: Cracked CMU over entrance re	5,629.40	5,629.40	-	-	5,629.40	100.00%	-	-
		PR 032 - RFI 33: EPO Equipment on E3.1	1,369.29	1,369.29	-	-	1,369.29	100.00%	-	-
		PR 033 - ASI 003: Relocate floor box under Judg	1,110.41	1,110.41	-	-	1,110.41	100.00%	-	-
		PR 035 - New tapered insul & PVC roofing to cor	18,361.93	18,361.93	-	-	18,361.93	100.00%	-	-
		PR 036 - ASI 005: Relocate AI phone from Rm 11	340.44	340.44	-	-	340.44	100.00%	-	-
		PR 039 - Security Equipment Changes per subm	14,726.63	14,726.63	-	-	14,726.63	100.00%	-	-
		PR 042 - Asphalt Paving	19,025.15	19,025.15	-	-	19,025.15	100.00%	-	-

**CONTINUATION SHEET**

APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
CONTRACTOR'S signed Certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: **9**  
PERIOD: 12/1/20 - 12/31/20

Use column I on Contracts where variable RETAINAGE FOR LINE ITEMS MAY APPLY.

LINE NO.	SPEC. SECTION	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE		BALANCE TO FINISH	RETAINAGE
				PREVIOUS APPLICATIONS	THIS APPLICATION		G(D+E+F)	%		
A.1	A.2	B	C	D	E	F	G(D+E+F)	%	H(C-G)	I
		Change Order No. 006 - \$71,742.86								
		PR 040 - Cap Roof Vents, insulation fill, cover un	1,119.38	0.00	1,119.38	-	1,119.38	100.00%	-	
		PR 041 Automatic Door Openers on Door 109	4,630.74	0.00	4,630.74	-	4,630.74	100.00%	-	
		PR 043 - Patch Cables	882.79	0.00	882.79	-	882.79	100.00%	-	
		PR 044 - Belly Band Added Heighl	5,085.18	0.00	5,085.18	-	5,085.18	100.00%	-	
		PR 045 - Added Bath Accessories	4,318.50	0.00	4,318.50	-	4,318.50	100.00%	-	
		PR 046 - Thermostat Covers	1,356.53	0.00	1,356.53	-	1,356.53	100.00%	-	
		PR 047 - Inspector Required Additional Light Fixt	2,731.31	0.00	2,731.31	-	2,731.31	100.00%	-	
		PR 050 - Garbage Disposal & Insta-Hot Under Si	1,298.74	0.00	1,298.74	-	1,298.74	100.00%	-	
		PR 051 - Relocate Information Kiosk in Public Ar	3,120.83	0.00	3,120.83	-	3,120.83	100.00%	-	
		PR 052 - Closure at Gap Between Demountable	1,007.51	0.00	1,007.51	-	1,007.51	100.00%	-	
		PR 053 - Duct Heater T-Stat Controls	2,984.73	0.00	2,984.73	-	2,984.73	100.00%	-	
		PR 054 - Caulking Exterior Window Heads on So	1,854.07	0.00	1,854.07	-	1,854.07	100.00%	-	
		PR 055 - Additional 8% LVT Backstock	948.38	0.00	948.38	-	948.38	100.00%	-	
		PR 056 - Carpet Removal & LVT Replacement D	2,535.26	0.00	2,535.26	-	2,535.26	100.00%	-	
		PR 058 - Addtl "EMERGENCY EXIT ONLY" Viny	479.63	0.00	479.63	-	479.63	100.00%	-	
		PR 059.1 - Addtl CORMAX Cores & Cylinders for	329.56	0.00	329.56	-	329.56	100.00%	-	
		PR 060 - Power & Data for New TV in RM 111	3,056.14	0.00	3,056.14	-	3,056.14	100.00%	-	
		PR 061 - White Tape on Ends of Security Cabling	1,128.83	0.00	1,128.83	-	1,128.83	100.00%	-	
		PR 062 - Ceiling Tile Reinstallior	2,550.56	0.00	2,550.56	-	2,550.56	100.00%	-	
		PR 063 - TWC Extended GCs	21,102.39	0.00	21,102.39	-	21,102.39	100.00%	-	
		CCD 001 - Modify Lighting Controls	2,922.18	0.00	2,922.18	-	2,922.18	100.00%	-	
		CCD 002 - On/Off Switch at Vestibule Doors	6,299.62	0.00	6,299.62	-	6,299.62	100.00%	-	
		<b>SUB TOTAL - CHANGE ORDERS</b>	242,586.43	170,843.57	71,742.86	0.00	242,586.43	100.00%	0.00	
		<b>TOTAL</b>	\$ 2,349,586.43	\$ 2,269,094.07	\$ 80,492.36	\$ -	\$ 2,349,586.43	100.00%	\$ -	

# PROCLAMATION

- WHEREAS,** all children in Wenatchee should have access to the highest-quality education possible; and
- WHEREAS,** Wenatchee recognizes the important role that an effective education plays in preparing all students in Wenatchee to be successful adults; and
- WHEREAS,** quality education is critically important to the economic vitality of Wenatchee; and
- WHEREAS,** Wenatchee is home to a multitude of high-quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and
- WHEREAS,** educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and
- WHEREAS,** Wenatchee has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and
- WHEREAS,** School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

**NOW, THEREFORE,** I, Frank J. Kuntz, Mayor of the City of Wenatchee, do hereby recognize January 24-30, 2021 as Wenatchee School Choice Week, and I call this observance to the attention of our citizens.



**IN WITNESS WHEREOF,** I have caused the seal of the City of Wenatchee to be affixed on this 14<sup>th</sup> day of January, 2021.

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FRANK J. KUNTZ, Mayor



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Laura Merrill, Executive Services Director  
Mayor's Office

**MEETING DATE:** January 14, 2021

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**I. SUBJECT**

Adoption of Resolution No. 2021-01 for the appointment of Elvis Garcia to the Housing Authority of Chelan County and City of Wenatchee Board

**II. ACTION REQUESTED**

Staff recommends that the City Council adopt Resolution No. 2021-01 to approve the appointment of Elvis Garcia to the Housing Authority of Chelan County and City of Wenatchee Board for a two-year term ending December 31, 2021.

**III. OVERVIEW**

The City of Wenatchee provides representation to the Housing Authority of Chelan County and City of Wenatchee Board (CCWHA). Recently, a position was vacated and the Mayor reached out to potential candidates for the role, including Mr. Elvis Garcia. Mr. Garcia is the owner of Seattle Yoga Lounge located in downtown Wenatchee. Mr. Garcia is an active member of the Wenatchee community and is excited to be considered for this role. Staff recommends that the City Council adopt Resolution No. 2021-01 to approve the appointment of Elvis Garcia to the CCWHA for a two-year term ending December 31, 2021.

**IV. FISCAL IMPACT**

Not applicable.

**VI. REFERENCE(S)**

1. Resolution 2021-01

**VII. ADMINISTRATIVE ROUTING**

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



## RESOLUTION NO. 2021-01

**A RESOLUTION,** appointing a member to the board of directors for the Housing Authority of Chelan County and the City of Wenatchee to fill an unexpired term ending December 31, 2021.

**WHEREAS,** Elvis Garcia has expressed interest in being appointed to the board of directors for the Housing Authority of Chelan County and the City of Wenatchee; and

**WHEREAS,** the Housing Authority of Chelan County and the City of Wenatchee interviewed and voted to recommend Elvis Garcia to fill the current vacancy on the Board.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE** makes the following appointment to the Housing Authority of Chelan County and the City of Wenatchee:

**NAME & ADDRESS**

Elvis Garcia  
24 South Miller  
Wenatchee, WA 98801

**TERM EXPIRES**

December 31, 2021

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 14<sup>th</sup> day of January, 2021.

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:** Jake Lewing, Project Engineer  
Public Works Department

**MEETING DATE:** January 14, 2021

---

**I. SUBJECT**

N Columbia St Improvements, City Project #1919  
Supplement #1 to Agreement with KPG

**II. ACTION REQUESTED**

*Staff recommends the City Council approve of and authorize the Mayor to execute Supplement #1 with KPG for additional design services for the N Columbia St Improvements project (Project No. 1919).*

**III. OVERVIEW**

The N Columbia St project (#1919) extends McKittrick St from the limits of the McKittrick St and Wenatchee Ave Signal Project east to an intersection with a new street, N Columbia St, parallel with N Wenatchee Ave. The project will also construct stormwater, sewer, PUD water, and other franchise utilities. Sewer and watermain improvements will be constructed north to Hawley St. Stormwater improvements will be constructed east beneath the BNSF tracks along the future alignment and profile grade of the McKittrick underpass project to a temporary connection to the existing municipal stormwater system. All stormwater improvements east of the BNSF tracks will be funded by Public Works Trust Fund loan, and a future stormwater project will be necessary to extend the stormwater improvements from the temporary connection point to the Columbia River outfall.

The original agreement was signed April 16, 2020 for preliminary (30%) design of the project. The purpose of this supplement is to provide additional funds in our agreement with KPG to provide additional engineering services to complete the design. The current approved project budget includes sufficient funds under which these costs will be allocated. However, the City's purchasing policy requires this action due to the size of the overall consultant agreement.

**IV. FISCAL IMPACT**

The project budget was approved by the Finance Committee and City Council on November 12, 2020.

The supplement increases the maximum amount payable by \$352,425 bringing the new maximum amount payable up to \$474,132. No budget amendment is necessary to the current adopted design engineering budget of \$550,000.

**V. PROPOSED PROJECT SCHEDULE**

Bid advertisement is proposed for early summer 2021. Construction is scheduled for summer and fall of 2021. However, potential delays in the ROW and stormwater/environment permitting phases may delay construction until 2022.

**VI. REFERENCE(S)**

1. Supplement #1 with KPG
2. Capital Project Budget

**VII. ADMINISTRATIVE ROUTING**

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



## Capital Project Budget

Date: September 1, 2020 Project Number: 1919

Project Name: Columbia Street Dept/Category: Public Works - Street Project

**Project Description:**

This project will extend McKittrick Street east from Wenatchee Avenue and construct a new segment of Columbia Street. The McKittrick Street extension will be graded to allow for a future underpass of the BNSF Railway which will result in significant excavation and utility infrastructure.

<b>Project Lead:</b>	Jake Lewing	<b>Start Year:</b>	2020
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2021
<b>Original Project Budget:</b>	\$1,500,000	<b>Total City Funding:</b>	\$3,270,000
<b>Budget Amendment:</b>	\$3,520,000	<b>Other Funding:</b>	\$1,750,000

**Project Notes:**

Original Budget of \$1,500,000 was included as part of Project 1712, North Wenatchee Redevelopment, in the 2020 City Budget. The design consultant, KPG, has developed a 30% estimate for the project which well exceeds the original budget. The city has commitments from the Chelan-Douglas Transportation Council for \$500,500 of Surface Transportation Program (STP) funds, as well as additional turn-back money from the City of East Wenatchee. To fully fund the project, an additional \$764,500 of STP funds are required.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2021	2022	2023+	
Design Engineering	230,000	320,000	300,000	250,000			550,000
Right of Way Acquisition							
Construction Contract	1,155,000	2,885,000		4,040,000			4,040,000
Construction Engineering	115,000	290,000		405,000			405,000
Miscellaneous							
Art Fund		25,000		25,000			25,000
<b>Total Project Expenditures</b>	<b>1,500,000</b>	<b>3,520,000</b>	<b>300,000</b>	<b>4,720,000</b>			<b>5,020,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2021	2022	2023+	
Fund:	304 - Economic Development C	1,500,000		300,000	1,200,000			1,500,000
Fund:	405 - Sewer Utility		625,000		625,000			625,000
Fund:	410 - Storm Drain Utility		1,145,000		1,145,000			1,145,000
Fund:								
Fund:								
GRANTS:								
Federal - STP			500,500		500,500			500,500
Federal - STP (Pending)			764,500		764,500			764,500
Chelan County PUD			485,000		485,000			485,000
<b>Total Project Revenues</b>		<b>1,500,000</b>	<b>3,520,000</b>	<b>300,000</b>	<b>4,720,000</b>			<b>5,020,000</b>

Approved by City Council: November 12, 2020  
Date



<b>Supplemental Agreement Number</b> <u>1</u>		Organization and Address	
Original Agreement Number		KPG, P.S. 23 S Wenatchee Avenue Suite 223 Wenatchee, WA 98801 Phone: (509) 663-2711	
Project Number	Execution Date	Completion Date	
KPG PN 19016	April 16, 2020	December 31, 2021	
Project Title	New Maximum Amount Payable		
North Columbia Avenue Improvements	\$474,132.17		
Description of Work This project includes right of way process and preparation of final Plans, Specifications and Estimates for North Columbia Street project.			

The Local Agency of City of Wenatchee  
desires to supplement the agreement entered in to with KPG, P.S.  
and executed on April 16, 2020 and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:  
Please see Scope of Work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change. Completion Date remains December 31, 2021.

III

Section V, PAYMENT, shall be amended as follows:

Original Contract \$121,706.67 + Supplement 1 \$352,425.50 = Total Contract Amount \$474,132.17

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.  
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: JOE HOWARD

By: \_\_\_\_\_

  
\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **City of Wenatchee North Columbia Street Improvements FINAL DESIGN**

**KPG  
Scope of Work  
December 28, 2020**

#### **PURPOSE**

This project includes preparation of final Plans, Specifications and Estimates for North Columbia Street. The Project includes North Columbia St, a new street between N Wenatchee Ave and the BNSF railroad, and the extension of McKittrick St from N Wenatchee Ave to North Columbia St. Project elements include but are not limited to: excavation and grading for the construction of North Columbia Street and McKittrick St extension; new intersection of North Columbia Street & McKittrick Street, curb and gutter, sidewalk; bike facilities on McKittrick, roadway pavement, illumination; permanent stormwater gravity drainage conveyance; stormwater treatment; sewer; landscaping, irrigation, and urban design features.

In addition to design of necessary project elements, this project also includes but is not limited to: coordination with the Confluence Parkway and McKittrick Extension projects which will provide the NEPA and SEPA environmental documentation for this project (under design by KPG under a separate contract); coordination with the Pedestrian & Median project including sidewalk improvements and signalized intersection at McKittrick Street and North Wenatchee Avenue (under design by RH2 under a separate contract); coordination with ongoing regional stormwater and utility planning and design work; coordination with Chelan County PUD on KPG performed water utility design; coordination with Chelan County PUD and incorporation of the PUD performed power and communication utility design; coordination with other franchise utilities as necessary (Charter, Zply, Cascade Natural Gas); coordination with BNSF and preparation of supporting engineering figures and information for the stormwater crossing application.

#### **SCOPE OF WORK**

##### **Task 4 Project Management/Coordination/Administration**

4.1 Provide project management administrative services including:

- Project set-up and execution of consultant supplement
- Execution of subconsultant agreements
- Preparation of monthly progress reports and invoices
- Record keeping and project closeout

4.2 Provide overall project coordination including the specific tasks listed below. Assume a project duration of 6 months.

- Project staff management and coordination
- Subconsultant management and coordination
- Prepare and update project schedule
- Schedule and budget monitoring
- Coordination with Pedestrian & Median project including sidewalk improvements and signalized intersection at McKittrick Street and North Wenatchee Avenue

4.3 Prepare for and attend the following project coordination meetings.

- Weekly coordination meetings. Assume 20 meetings at 1 hour per meeting.
- One 60% submittal meeting. Assume three hours for preparation, meeting attendance, and follow up.
- One 90% submittal meeting. Assume three hours for preparation, meeting attendance, and follow up.
- One pre-bid submittal meeting. Assume three hours for preparation, meeting attendance, and follow up.
- Up to an additional 2 discretionary project meetings with various agencies. Assume three hours for preparation, meeting attendance, and follow up.

4.4 Provide QA/QC reviews by senior staff of deliverables prior to submittal to the City.

#### Task 4 Deliverables

- Project schedule and necessary updates
- Monthly progress reports and invoicing
- Meeting agendas and minutes including a summary of decisions made / needed resulting from design coordination meetings.

#### **Task 5 Geotechnical Engineering (Final Design)**

Geotechnical field work and reports including soil properties and recommendations for design of light foundations, permanent retaining wall, trenching, shoring and backfill, and jacking and boring for stormwater pipe will be provided by GeoEngineers under subcontract to the Consultant. Previous geotechnical engineering by GeoEngineers' for Columbia Preliminary Design and to the extent possible, Washington State Department of Transportation Former WSDOT North Central Regional Facility project, will be utilized for this effort. GeoEngineers' specific scope of services for this phase of the project includes:

- 5.1 Perform initial coordination prior to drilling geotechnical borings. Our initial coordination includes visiting the site to evaluate site access and to mark the boring locations and contacting the one-call utility notification center to inform them of our excavation.
- 5.2 Explore subsurface soil and groundwater conditions by drilling three borings at the approximate locations shown on the attached site plan. Actual location of the borings will vary depending on access and site constraints including utilities, existing



hardscape and structures. The borings will be completed using hollow stem augers. The boring planned in Columbia Street will be drilled to a depth of about 20 feet and the boring near the future North Miller Street/Hawley Street intersection will be drilled to a depth of 30 feet. The borings will be monitored on a full-time basis by a geotechnical engineer or geologist from our staff. Our field staff will obtain representative standard penetration test (SPT) samples at 2.5-foot to 5-foot intervals in the boring. Our representative will field classify the soils encountered; record groundwater conditions; prepare a detailed log of the exploration; and collect environmental field screening information (visually observe whether soil staining is present, water sheen pan testing and the use of a photoionization detector (PID) to assess whether petroleum-based constituents may be present at depth. Environmental laboratory testing is not included in our scope of services. We will contact you if we suspect environmentally contaminated soils are encountered in our borings.

Drilling will generate soil spoils that will not be replaced in the borehole—our fee estimate assumes we haul and dispose of the cuttings at an off-site location.

5.3 Conduct geotechnical laboratory tests to evaluate pertinent physical and engineering characteristics of the soils based on the results of the field explorations and our experience. Our scope and fee estimate includes the following tests:

- Moisture Content (ASTM International [ASTM] D2216); four tests
- Percent Fines (ASTM C117-87/D1140); three tests
- Sieve Analysis (ASTM C136); two tests
- Atterberg Limits Determination (ASTM 4318); two tests and
- pH and Resistivity (ASTM G57a); two tests

The actual tests will be determined based on the results of the field explorations, soil conditions and our experience.

5.4 Complete engineering analysis including:

- Lateral earth bearing pressure for light foundation design per WSDOT Geotechnical Design Manual.
- Develop recommended soil properties and design recommendations for a permanent wall that is anticipated to be approximately 250 feet in length and up to 20 feet tall. The wall type is anticipated to be soldier pile and lagging, steel sheet pile, or gravity blocks.
- Develop recommended soil properties, geotechnical recommendations for trenching, shoring, and backfill, and settlement monitoring/vibration monitoring of adjacent structures (if appropriate) for:
  - Sewer pipe below Columbia Street and extending north through an existing 30' access and utility easement on Tax Parcel No. 232033110750 (Owner: Michelsen Packaging Co.);
  - Stormwater pipe below the future McKittrick Street extension and along trail in park which could be approximately 25 feet deep;
  - Stormwater pipe crossing at the North Miller Street/Hawley street and future McKittrick Street intersection, including considerations of a nearby power pole and 30" water main with thrust block.

- Develop soil properties and geotechnical recommendations for jack and bore of the stormwater pipe including the jacking pit shoring at two locations:
    - BNSF railroad crossing. The pipe will be 24-inch-diameter stormwater pipe and will be approximately 25 feet deep.
    - North Miller Street/Hawley Street intersection. The pipe will be a 60-inch-diameter stormwater pipe, approximately 25 feet deep. The pipe is also in the vicinity of a power pole and 30-inch-diameter water main with large thrust block.
- 5.5 Prepare a draft and final geotechnical engineering report for the project, presenting our conclusions and recommendations together with supporting field and laboratory information for incorporation into design of the project. The geotechnical report will be prepared under the supervision of a Washington-registered professional engineer and will include:
- A vicinity map and site plan showing the proposed site improvements and the approximate locations of the borings.
  - Boring logs and laboratory testing results.
  - A discussion of subsurface soil and groundwater conditions based on exploratory borings.
  - A summary of our geotechnical engineering analysis with conclusions and recommendations for design and construction.

#### Task 5 Assumptions:

- The City will secure rights to perform the explorations and provide right-of-entry from property owners and the PUD.
- Explorations will be located outside of the BNSF right-of-way (ROW) and will not require permits, flaggers from the railroad, or Railsafe trained personnel.
- The boring location will be determined using recreational grade global positioning system (GPS) units. If greater accuracy is needed, we request the locations be surveyed. Surveying is not included in our scope of services.
- Our scope assumes no signage or traffic control is required.
- We assume environmentally contaminated soil/groundwater will not be encountered in the borings. Additional fee will be required if environmentally contaminated soils are encountered for testing and disposal of drill cuttings.
- Our scope does not include completing any pavement design analysis.

#### Task 5 Deliverables

- Draft and Final Geotechnical Report for the project.

## **Task 6 Right of Way Plans and Calculations**

Perform the following work items necessary to establish the right-of-way (ROW).

- 6.1 Research Records. Determine which existing property corners and monuments should be field located and surveyed. Conduct field survey of monuments and property corners.
- 6.2 Calculations for ROW lines. Using the research information and the survey work described above, calculate location of surveyed corners and monuments.
- 6.3 Prepare draft Right of Way plans per WSDOT format for up to twelve (12) parcels based on the project limits established. The draft Right of Way plans will be reviewed by the City. After City review and comment, prepare Final Right of Way plans and submit to WSDOT for approval. Final Right of Way Plans will be stamped by a Professional Land Surveyor.
- 6.4 Prepare legal descriptions and exhibit drawings for Temporary Construction Easements (TCE) for up to seven (7) property owners of ten (10) parcels.

### Task 6 Assumptions:

- Title reports will be ordered for all affected parcels and included as a reimbursable expense.
- Right of Way Funding Estimate (RFE), Acquisition Negotiation, Escrow Closing and Right of Way Certification are not included in this Task. Refer to Task 7 for ROW Appraisal and Negotiation scope of work.
- TCE's will not need to be field located or staked.
- Resolution of existing easements within acquisition area(s) will be completed by the CITY or an agent of the CITY and is not included in this scope of work.

### Task 6 Deliverables:

- One (1) electronic copy of the draft Right of Way plans in PDF format
- One (1) electronic copy of the final Right of Way plans in PDF format
- Three (3) hard copies of the final Right of Way plans mailed to WSDOT
- Legal descriptions and exhibits for TCE's (10 parcels)

## **Task 7 Right of Way Appraisal and Negotiations**

Real Estate acquisition services in accordance with Federal, State, and local laws including the Uniform Act, WSDOT Right of Way Manual, Local Agency Guidelines manual, and Chapter 8.26 RCW will be provided by Tierra Right of Way (Tierra) under subcontract to the Consultant. Tierra's specific scope of services will include:

- 7.1 Project Kickoff. Tierra's Project Manager and/or Right of Way Agent (Tierra) to attend a kickoff meeting to obtain further project background. Tierra will use WSDOT LAC FHWA approved templates which are located at <http://www.wsdot.wa.gov/LocalPrograms/ROWServices/LPA-forms.htm>. Other

project meetings to be scheduled as needed.

- 7.2 Title. Title commitments, ordered under Task 6, are necessary to confirm ownerships before offers and negotiations are conducted and prior to recording any conveyance documents. Tierra agent will conduct initial review of such report to assess future complications at closing and potential conflicts from utility encumbrances, etc., that may pose obstacles or delays to the acquisition closing process. This information will be shared with the City in the form of a summary/synopses and Tierra will work with the escrow company to resolve any further action necessary.
- 7.3 RFE/Administrative Offer Appraisal. Tierra will prepare the Right of Way Funding Estimate (RFE) for the proposed project impacts and contract with Pacific Appraisal and Associates for appraisal services. We anticipate up to seven (7) Appraisal Offer Summaries (AOS) valuations.
- 7.4 Negotiations. Tierra agents will perform and oversee property negotiations for ten (10) parcels. The offer package documents will be presented in person if possible. An out-of-area owner will be contacted by telephone and by certified mail.
- Tierra will:
    - Review, parcel map(s), title report(s) and prepare each file electronically and physically.
    - Prepare seven (7) document packages for City review and upon approval promptly present document package for the required real property interests
    - Document package to include: Appraisal/AOS, conveyance instruments, exhibits and other related acquisition documents using WSDOT/City approved forms.
  - Offer Presentation: Tierra will contact the property owners and meet the owner in person, over the telephone or some other online meeting app to present to discuss the project. After the package is presented to each property owner, Tierra will attempt to make three “in- person” meetings with a property owner and five follow up conversations, which will be via email or phone conversation, to complete negotiations.
  - Prepare file for closing.
  - Preparing and maintaining diaries.
  - Preparing and providing status updates bi-weekly or per the request of the City/KPG.
  - Upon receipt of signed conveyance documents, Tierra will forward the documents to the City.
  - Agent QA files for submittal to Project Manager.
- 7.5 Relocation Assistance Services. Currently there is no relocation identified, but if any is, we will need to amend the scope and budget.
- 7.6 Project Management.
- Tierra to report acquisition status bi-weekly

- Provide project management in coordination with KPG.
- Monitor project budget and schedule.
- Maintain a physical hardcopy file for each parcel for submittal to the City upon completion. QC of files will be performed prior to submittal to the City at completion.

Task 7 Assumptions:

- A maximum of three documented attempts in person and a maximum of five additional attempts will be over the telephone, via email, and/or mail to successfully acquire each parcel.
- Whenever possible, owners residing locally will be presented their offers in person. Tierra will mail offers to owners located outside of a 50-mile radius from the project area.
- There are no more than two principal owners of any parcel and that both are geographically located very near to each other.
- The City will provide Tierra with the following prior to the commencement of any activities:
  - Any contact information for the property owners and occupants.
  - Any prior history of conversations or interactions with owners/occupants.
  - Purpose of project.
  - The City will decide which encumbrances need to be cleared. This may involve a discussion of risk as related to existing Deeds of Trust and/or other monetary encumbrances.
  - Conveyance documents and the pertinent details for said documents the City prefers.
  - Project schedule.
- Right of Way Plan sheets will be prepared under Task 6 and provided to Tierra by KPG prior to the commencement of any activities.
- Legal description and parcel map exhibit will be prepared under Task 6 and provided to Tierra by KPG prior to the commencement of any activities.
- Parcel title reports acquired under Task 6 will be provided to Tierra by KPG prior to the commencement of any activities.
- Any delay in project design or design changes will delay Tierra's project schedule.
- Any changes in plans that impact the acquisition area after appraisal has commenced will result in a price increase and a delay in the project schedule.
- If any additional parcels or work is required that is not identified in this scope of work, an amendment would be required.
- Any vesting clouds discovered after title review will cause significant delays on conveyance recording.
- If occupants (personal property or persons) are identified during the interview stage, Tierra will interview that occupant at the earliest possible time and inform the City of the presence of a displacement. The City agrees to additional charges for relocation services should this occur.

- The price does not include relocation services, title, escrow or recording fees, survey, the development of legal descriptions, or exhibits.

#### Task 7 Deliverables:

- Tierra work with the title/escrow Company to obtain release documentation from the encumbrance(s) of public record that are not acceptable to provide clear title to the property being acquired.
- Prepare seven (7) acquisition files for negotiations, utilizing WSDOT approved forms.
- Provide up to three attempts in person and five follow up conversations via email or telephone. General acquisition/negotiation communications with owner.
- Attend conference calls with KPG/City as needed.
- Complete, QA/QC'd parcel files, including necessary records of all ROW Acquisition services.
- Prepare files for WSDOT Certification.
- Provide status reports Bi-weekly or as requested.

#### **Task 8 Final Design**

8.1 Prepare and submit 60% level design plans and construction cost estimate building upon the 30% plans and review comments from City. The project will incorporate input from coordination with adjacent property owners/developers and franchise utility owners. Anticipated tasks and design elements covered in this submittal include:

- Coordinate with surveyor to identify extents and perform additional survey for the project sewer extension to Hawley St and the stormwater extension along the future McKittrick St through the park and/or Stemilt property easement to the Walla Walla outfall. Survey is expected to be performed by 48° North and will be contracted directly by the City. KPG will incorporate the additional survey into the project base map for the project final design.
- Coordinate with property owners/developers to accommodate preferred utility and driveway locations. Provide project plans and other available information if requested by property owners for their use in design of retaining walls adjacent to the right-of-way. Provide coordination to incorporate private development retaining wall (outside of ROW) designs to be constructed by others into the project plans. Owner/developer plans and input will be included to the extent that they are provided by the owner/developer at the time of the design submittal.
- Provide roadway alignment plan and profile
- Provide conventional gravity stormwater system plan and profile within the limits of the proposed street. Downstream stormwater conveyance is included in Task 8.5.
- Provide stormwater treatment for the project. Basic treatment is expected to be provided by a proprietary media filtration such as Old Castle Perfilter.
- Provide sewer design with conveyance to the existing sewer within Hawley St. The sewer within N Columbia St will extend from the northern boundary of Lot 4 of the Amended Northwest Addition to Wenatchee (recorded 6/15/2020)

through the existing 30' access and utility easement on APN 232033110750 and connecting to the existing sewer manhole within Hawley St.

- Provide water design as described under Task 8.4.
- Coordinate with Chelan County PUD on the power and communication utilities design. Chelan County PUD will perform their own design of the utilities. KPG will incorporate the PUD design elements into the project design to ensure a comprehensive and cohesive project.
- Coordinate with franchise utility purveyors for communication utility design. KPG's understanding of communication franchise utility purveyors (Charter and Ziplly) is that they utilize the utility constructed and owned by Chelan County PUD and they do not impact the utility design and construction.
- Coordinate with Cascade Natural Gas for the location of their gas utility. If the gas utility is not constructed during this project, the design will include provision for a future gas line.
- Provide illumination plans and details. Assumes power source at the proposed intersection of McKittrick and N Wenatchee Ave.
- Provide landscape, irrigation plans and preliminary details
- Provide urban design plans with photo examples of proposed design elements
- Provide updated photo simulation of North Columbia Street and McKittrick Street intersection (assume one revision per City's comments)
- Provide channelization and signing plans
- Provide site preparation plans
- Provide site restoration plans
- Provide quantity take offs and detailed construction cost estimate

8.2 Prepare and submit 90% level design plans, specifications, and construction cost estimate. The project will incorporate input from coordination with adjacent property owners/developers and franchise utility owners. Anticipated tasks and design elements covered in this submittal will build upon plan elements identified in the 60% submittal. Anticipated tasks and design elements covered in this submittal include:

- Continued coordination with property owners/developers to accommodate preferred utility and driveway locations. Provide project plans and other available information if requested by property owners for their use in design of retaining walls adjacent to the right-of-way. Provide coordination to incorporate private development retaining wall (outside of ROW) designs to be constructed by others into the project plans.
- Provide temporary erosion and sediment control plans and details.
- Provide roadway alignment plans, profiles, and sections
- Provide conventional gravity stormwater system plan and profile within the limits of the proposed street. Downstream stormwater conveyance is included in Task 8.5.
- Provide stormwater treatment plans
- Provide sewer alignment plans, profile, and details
- Provide water design as described under Task 8.4.
- Continued coordination with Chelan County PUD for incorporating power and communication utilities design into the project.
- Continued coordination with franchise utility purveyors for communication

utility design.

- Continued coordination with Cascade Natural Gas for the location of a new or future gas utility.
- Provide illumination plans and details
- Provide irrigation, landscape and urban design plans and details
- Provide channelization and signing plans and details
- Provide site preparation plans and details
- Provide site restoration plans and details
- Provide traffic control plans for sewer construction within Hawley St, stormwater construction within/across Miller St and stormwater construction along the Apple Capital Loop Trail.
- Provide quantity take offs and detailed construction cost estimate
- Provide draft specification package
- WSDOT Bid Document Approval Coordination

8.3 Prepare and submit bid ready design documents. The project will incorporate input from coordination with adjacent property owners/developers and franchise utility owners. Anticipated tasks and design elements covered in this submittal will build upon plan elements identified in the 90% review submittal. Anticipated tasks and design elements covered in this submittal include:

- Continued coordination with property owners/developers to accommodate preferred utility and driveway locations and to incorporate property owner/developer's proposed retaining walls.
- Provide temporary erosion and sediment control plans and details.
- Prepare a Stormwater Pollution Prevention Plan using Department of Ecology template for the City's use in application for a Construction Stormwater General Permit.
- Provide roadway alignment plans, profiles, and sections
- Provide conventional gravity stormwater system plan and profile within the limits of the proposed street. Downstream stormwater conveyance is included in Task 8.5.
- Provide stormwater treatment plans
- Provide sewer alignment plans, profiles and details
- Provide water design as described under Task 8.4.
- Finalize design coordination with Chelan County PUD to incorporate power and communication design into the project.
- Continued coordination with franchise utility purveyors for communication utility design.
- Continued coordination with Cascade Natural Gas for the location of a new or future gas utility.
- Provide illumination plans and details
- Provide landscape and urban design plans and details
- Provide irrigation plans and details
- Provide channelization and signing plans and details
- Provide site preparation plans and details
- Provide site restoration plans and details



- Provide traffic control plans for sewer construction within Hawley St, stormwater construction within/across Miller St and stormwater construction along the Apple Capital Loop Trail.
- Provide quantity take offs and detailed construction cost estimate
- Provide final specification package

- 8.4 Develop water utility design for the project based on direction from Chelan County PUD. Coordinate with the Chelan County PUD for design to meet their requirements and standards and submit for their review and comment/approval of each design submittal (60%, 90% and bid ready submittals).

Prepare and provide 60% level water utility plans and profiles which will incorporate comments from and build upon the 30% design submittal. Water utility will be shown together with the sewer on plan and profile sheets. Provide quantity take offs and cost estimate to be included in the overall project estimate.

Prepare and provide 90% level water utility plans and profiles and details which will incorporate comments from and build upon the 60% design submittal. Water utility will be shown together with the sewer on plan and profile sheets. Provide quantity take offs and cost estimate to be included in the overall project estimate.

Prepare and provide bid ready water utility bid documents (drawings and specifications) which will incorporate comments from and build upon the 90% design submittal. Water utility will be shown together with the sewer on plan and profile sheets. Provide quantity take offs and cost estimate to be included in the overall project estimate.

- 8.5 Develop stormwater conveyance design downstream of the proposed McKittrick and Columbia streets with a connection to the existing City stormwater manhole within Miller Street. The stormwater conveyance design will consider both this project and the ultimate design for the future construction of McKittrick St underpass and extension to Miller/Hawley, design for which is being provided under a separate contract. The ultimate stormwater design will provide a conventional gravity conveyance beneath the future McKittrick underpass with conveyance to the Walla Walla outfall. The ultimate design will require relaying stormwater pipe from Miller St to City manhole no. 476 (immediately upstream of the Walla Walla outfall to the Columbia River).

This scope of work provides stormwater pipe within the future McKittrick St consistent with the ultimate design, but diverges from the ultimate design at the McKittrick/Miller/Hawley intersection, where the downstream pipe will be at a much higher elevation allowing a connection to the existing manhole in Miller St and which results in an inverted siphon within the system. The inverted siphon is considered a temporary element of the stormwater system until such time that the City continues the construction of the ultimate design to the Walla Walla outfall.

Prepare and provide 60% level stormwater conveyance plans and profiles which will incorporate comments from and build upon the 30% design submittal. Stormwater

conveyance will be shown together with the roadway plan and profile where applicable. Provide quantity take offs and cost estimate to be included in the overall project estimate.

Prepare and provide 90% level stormwater conveyance plans and profiles which will incorporate comments from and build upon the 60% design submittal. Stormwater conveyance will be shown together with the roadway plan and profile where applicable. Provide quantity take offs and cost estimate to be included in the overall project estimate.

Prepare and provide bid ready stormwater conveyance bid documents (drawings and specifications) which will incorporate comments from and build upon the 90% design submittal. Stormwater conveyance will be shown together with the roadway plan and profile where applicable. Provide quantity take offs and cost estimate to be included in the overall project estimate.

Provide conveyance modeling of the proposed stormwater, including the inverted siphon. Demonstrate that the hydraulic grade line does not rise above the proposed manhole rim elevations, i.e. no discharge from the top of manholes for a 100-yr/24-hr design event. The existing flow conditions at the connection to the existing Miller St system are unknown; for this project, it is assumed that the existing flows in Miller St are equivalent to a full pipe flow for the 100-yr/24-hr event. Model results will be presented and included in the project stormwater report provided under Task 8.6

Complete a BNSF Pipeline Crossing application for stormwater crossing for City's submission to BNSF. Prepare requisite design exhibits as necessary for the application.

- 8.6 Prepare and submit a project stormwater report in accordance with City requirements and the Stormwater Management Manual for Eastern Washington. The stormwater report will document the project stormwater requirements, address applicable core elements, identify and qualify the selected treatment BMPs and provide supporting stormwater conveyance capacity calculations.

#### Task 8 Deliverables

- 60% design level plans and construction cost estimate
- 90% design level plans, specifications, and construction cost estimate
- Bid ready plans, specifications, and construction cost estimate
- Stormwater Pollution Prevention Plan using Department of Ecology template.
- Stormwater report

#### Task 8 Assumptions

- Stormwater flows in the existing Miller St system are assumed to be "pipe full" for the 100-yr/24-hr design event.

- City will assist KPG in coordinating with utility owners as needed to facilitate timely input and responses.
- Street design will be based upon WSDOT Design Manual and AASHTO Greenbook.
- Project specifications will be based upon APWA/WSDOT standard specifications and special provisions.
- City will provide additional survey as required for stormwater and sewer conveyance.
- Permitting for the project is not included in this scope. Project permitting is provided under a separate contract with the City.
- Power and communication utility design will be provided by Chelan County PUD.
- Gas lines will be shown on the plans based on coordination with Cascade Natural Gas. Cascade Natural Gas will provide all necessary design input, details and specifications.
- Design of retaining walls proposed by adjacent property owners/developers and corresponding plans, specifications, and estimate is excluded from KPG's scope.

#### **Task 9 Bid and Award Services**

- 9.1 The Consultant shall provide an up to date bid advertisement to the City along with bid ready design documents formatted for upload onto online plan centers or other posting locations as directed by the City.
- 9.2 The City may desire to coordinate the bid process with work being performed under a separate contract. The Consultant shall assist the City with coordination of this effort by customizing the bid ready design documents as directed by the City and coordinating with the City's consultants.
- 9.3 The Consultant shall review and answer bidder questions and prepare addenda as needed during the bidding process.
- 9.4 The Consultant shall prepare a bid tabulation, review bid packages, and provide a recommendation for award for the construction contract.

#### Task 9 Deliverables

- Bidder inquiry responses
- Addenda as needed
- Bid tabulation
- Recommendation of award

**EXHIBIT D**  
**PRIME CONSULTANT COST COMPUTATIONS**  
City of Wenatchee  
North Columbia Avenue Improvements  
KPG PROJECT NUMBER: 19106  
DATE: December 28, 2019

Task No.	Task Description	Labor Hour Estimate																Total Hours and Labor Fee Estimate by Task		
		Principal	Survey Manager	Senior Engineer	Urban Design Manager	Senior Project Engineer	Project Engineer	Project Surveyor	Project Landscape Architect	Design Engineer	Landscape Technician	Survey Technician	Senior Survey Technician	Engineering Technician	CAD Technician	Survey Crew II (W/Equip)	Office Admin	Office Assistant	Hours	Fee
		252	226	187	179	164	140	142	130	116	92	96	117	96	103	219	88	74		
<b>Task 4 - Project Management (Final Design)</b>																				
4.1	Project Management and Administrative Services						8										10	16	34	\$ 3,184.00
4.2	Overall Project Coordination					4	20												24	\$ 3,456.00
4.3	Coordination Meetings			2	4		36		8	2								20	72	\$ 8,834.00
4.4	QA/QC Reviews	8			12	12			8										40	\$ 7,172.00
	<b>Task Total</b>	<b>8</b>	<b>0</b>	<b>2</b>	<b>16</b>	<b>16</b>	<b>64</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>74</b>	<b>170</b>	<b>\$ 22,646.00</b>
<b>Task 5 - Geotechnical Engineering (Final Design)</b>																				
5.1	see subconsultant GeoEngineers						12										4		16	\$ 2,032.00
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>16</b>	<b>\$ 2,032.00</b>
<b>Task 6 - Right of Way Plans and Calculations</b>																				
6.1	Research Records and Field Survey		2						8										30	\$ 5,968.00
6.2	Calculate ROW Lines		2						16										18	\$ 2,724.00
6.3	Prepare ROW Plans		2						8								40		50	\$ 6,268.00
6.4	Prepare Legal Descriptions and Exhibits for TCE's		2						8									24	34	\$ 4,396.00
	<b>Task Total</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>132</b>	<b>\$ 19,356.00</b>
<b>Task 7 - Right of Way Appraisal and Negotiations</b>																				
7.1	see subconsultant Tierra Right of Way						12											4	16	\$ 2,032.00
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>16</b>	<b>\$ 2,032.00</b>
<b>Task 8 - Final Design</b>																				
8.1	60% Plans and Estimate		4	6	10		100		26	16	62	12		34	140				410	\$ 47,592.00
8.2	90% Plans, Specifications and Estimate			16	20	24	100		60	60	140			80	90			8	598	\$ 69,690.00
8.3	Bid Documents Plans, Specifications and Estimate			4	12		74		24	24	40			24	44				246	\$ 29,676.00
8.4	Water Utility Design					5	80								48				133	\$ 16,964.00
8.5	Stormwater Conveyance Design						90								34				124	\$ 16,102.00
8.6	Stormwater Report					16	40								12				68	\$ 9,460.00
	<b>Task Total</b>	<b>0</b>	<b>4</b>	<b>26</b>	<b>42</b>	<b>45</b>	<b>484</b>	<b>0</b>	<b>110</b>	<b>100</b>	<b>242</b>	<b>12</b>	<b>0</b>	<b>138</b>	<b>368</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>1579</b>	<b>\$ 189,484.00</b>
<b>Task 9 - Assistance During Bidding</b>																				
9.1	Bid Advertisement	1					2											2	5	\$ 708.00
9.2	Coordinate Bid with McKittrick Signal Project	2					8		2										12	\$ 1,884.00
9.3	Answer Bidder Inquiries, Prepare Addendums						12		4		4				8				28	\$ 3,392.00
9.4	Bid Tab and Recommendation	1					8												9	\$ 1,372.00
	<b>Task Total</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>54</b>	<b>\$ 7,356.00</b>
<b>Total Labor Hours and Fee</b>		<b>12</b>	<b>12</b>	<b>28</b>	<b>58</b>	<b>61</b>	<b>602</b>	<b>40</b>	<b>132</b>	<b>100</b>	<b>248</b>	<b>12</b>	<b>64</b>	<b>138</b>	<b>376</b>	<b>20</b>	<b>20</b>	<b>8</b>	<b>1,967</b>	<b>\$ 242,906.00</b>
<b>Subconsultants</b>																				
																		Geotechnical (GeoEngineers) - Task 5		\$ 23,437.00
																		Right of Way (Tierra Right of Way) - Task 7		\$ 55,282.50
																		<b>Total Subconsultant Expense</b>		<b>\$ 78,719.50</b>
<b>Reimbursable Direct Non-Salary Costs</b>																				
																		Title Reports (12 @\$750 each)		\$ 9,000.00
																		Recording Fees (12 @\$150 each)		\$ 1,800.00
																		Mileage at current IRS rate		\$ -
																		Reproduction Allowance		\$ -
																		<b>Total Reimbursable Expense</b>		<b>\$ 10,800.00</b>
																		<b>Total Estimated Budget</b>		<b>\$ 332,425.50</b>
																		Management Reserve		\$ 20,000.00
																		<b>Total Contract Budget</b>		<b>\$ 352,425.50</b>



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** January 14, 2021

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**I. SUBJECT**

Resolution No. 2021-04 for approval of the City of Wenatchee Business and System Continuity Plan

**II. ACTION REQUESTED**

Staff recommends the City Council pass Resolution No. 2021-04 approving the City of Wenatchee's Business and System Continuity Plan.

**III. OVERVIEW**

The Information Systems department, with the assistance of professional consultation services and the City computer network user departments, has created a Business and System Continuity Plan for the City. The Business and System Continuity Plan establishes procedures to recover City of Wenatchee systems in the event of an incident whether natural, manmade or cyber/technology. The plan will be reviewed annually and modified with any changes needed. An annual tabletop exercise will be performed to demonstrate the viability of the plan, use the results to update and improve the plan, and to help educate the responsible persons on the workings of the plan. Staff recommends approval of Resolution No. 2021-04.

**IV. FISCAL IMPACT**

None

**V. REFERENCE(S)**

1. Resolution No. 2021-04

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Laura Merrill, Executive Services Director

## **RESOLUTION NO. 2021-04**

**A RESOLUTION,** approving the City Information System Department’s Business and System Continuity Plan.

**WHEREAS,** the Information Systems Department has developed a Business and System Continuity Plan (“the Plan”) related to the security of computer and telecommunications networks; and

**WHEREAS,** it is in the best interest of the health, safety and welfare of the citizens of the City of Wenatchee to adopt the Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE,** that the Plan shall be and hereby is approved.

**BE IT FURTHER RESOLVED** that it is Council’s intent and direction that the Plan shall be exempt from public disclosure pursuant to RCW 42.56.420.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 14<sup>th</sup> day of January, 2021.

CITY OF WENATCHEE, a Municipal  
corporation

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

ATTEST:

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

APPROVED:

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



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** January 14, 2021

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**I. SUBJECT**

Resolution No. 2021-05 for approval of the City of Wenatchee Cyber Incident Response Plan

**II. ACTION REQUESTED**

Staff recommends the City Council pass Resolution No. 2021-05 approving the City of Wenatchee's Cyber Incident Response Plan.

**III. OVERVIEW**

The Information Systems department, with the assistance of professional consultation services, has created a Cyber Incident Response Plan for the City. The Cyber Incident Response Plan's goal is to handle a security incident in such a manner to limit the damage to the City's business operations while reducing recovery time and the costs of remediation. The plan will be reviewed annually and modified with any changes needed. An annual tabletop exercise will be performed to demonstrate the viability of the plan, use the results to update and improve the plan, and to help educate the responsible persons on the workings of the plan. Staff recommends approval of Resolution No. 2021-05.

**IV. FISCAL IMPACT**

None

**V. REFERENCE(S)**

1. Resolution No. 2021-05

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Laura Merrill, Executive Services Director



## **RESOLUTION NO. 2021-05**

**A RESOLUTION,** approving the City Information System Department’s Cyber Incident Response Plan.

**WHEREAS,** the Information Systems Department has developed a Cyber Incident Response Plan (“the Plan”) related to the security of computer and telecommunications networks; and

**WHEREAS,** it is in the best interest of the health, safety and welfare of the citizens of the City of Wenatchee to adopt the Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE,** that the Plan shall be and hereby is approved.

**BE IT FURTHER RESOLVED** that it is Council’s intent and direction that the Plan shall be exempt from public disclosure pursuant to RCW 42.56.420.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 14<sup>th</sup> day of January, 2021.

CITY OF WENATCHEE, a Municipal  
corporation

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

ATTEST:

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

APPROVED:

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



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Rob Jammerman, Public Works Director  
Public Works Department

**MEETING DATE:** January 14, 2021

---

**I. SUBJECT**

Lineage Water Right Purchase and Sale Agreement

**II. ACTION REQUESTED**

Staff recommends the City Council authorize the Mayor to sign the attached Water Right Purchase and Sale Agreement in its current or substantially similar form.

**III. OVERVIEW**

- In 2020, the City obtained the 1972 Lineage Water Right (Right).
- Lineage transferred the Right to the City in exchange for the City's agreement to allow the Lineage-owned equipment to remain in place on the City-owned platform in the Columbia River. The equipment was used to withdraw water from the river and is now City property. The equipment could be used in the future. The platform is located near the east end of the 5<sup>th</sup> Street Right-of-way.
- The Regional Water Partners (Chelan County PUD and East Wenatchee Water District), have agreed to purchase the Right from the City so they can be added to the Regional Water Right portfolio.
- The Water Right Claim filed with the Department of Ecology is for 780-acre feet per year.
- The purchase price is \$1,092,000.00 which was arrived at by valuing the 780-acre feet at \$1,400/acre feet. This same value was used when the Regional Water Partners purchased the Pioneer Irrigation District water rights several years ago.
- A condition of the agreement requires the City (the seller) to proceed with a change application to the Department of Ecology. The purpose of the change application is to establish the water right for year-round municipal use and must be completed by no later than December 31, 2027.

**IV. FISCAL IMPACT**

The City Council Finance Committee has reviewed this request. After the agreement is approved by all parties, the Regional Water Utility will pay the City's General Fund \$1,092,000.00

**VI. REFERENCE(S)**

1. Water Right Purchase and Sales Agreement.

**VII. ADMINISTRATIVE ROUTING**

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

## WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS WATER RIGHT PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into by and between the City of Wenatchee, a Washington municipal corporation (“Seller”), and the Regional Water System (formed by Interlocal Agreement among the Chelan County Public Utilities District No. 1, the East Wenatchee Water District, and the City of Wenatchee), a municipal water purveyor (“Purchaser”). Seller and Purchaser are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

### RECITALS

- A. Cedergreen Foods Corporation filed Water Right Claim S4-007327CL in 1972 with the Department of Ecology (“Ecology”) claiming use of surface water from the Columbia River commencing in 1915 (the “Lineage Water Right”). A copy of the Lineage Water Right is attached as Exhibit “A” and incorporated herein by this reference.
- B. The Lineage Water Right has not been changed or amended since its original filing in 1972.
- C. The Lineage Water Right was recently transferred to the Seller.
- D. Seller and Purchaser desire to enter into this Agreement to ensure Purchaser has adequate municipal water resources available to serve the Regional Water System service area, as it now exists or is hereafter amended. The Purchaser intends to include the Lineage Water Right in future Comprehensive Water System Plans and Water Right Self Assessments submitted to the Washington State Department of Health (“DOH”).

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the Parties agree as follows:

1. **Recitals.** The foregoing recitals and exhibits are incorporated herein by this reference as binding commitments of the Parties.
2. **Agreement.** On the terms and conditions set forth herein, Seller agrees to sell and Purchaser agrees to purchase all of the Lineage Water Right.
3. **Description of Lineage Water Right.** Cedergreen Foods Corporation filed a water right claim with Ecology in 1972 claiming the right to divert 2.3 cubic feet per second and 780 acre feet per year of surface water from the Columbia River for the purpose of year-round cooling of a refrigeration plant. Use of the Lineage Water Right dates back to 1915 based on use by Columbia Ice and Cold Storage Company. The point of withdrawal on the Columbia River was historically shared with the Seller when the City of Wenatchee’s water plant was located adjacent to the facility.

**4. Purchase Price and Terms.** The purchase price will be computed based on One Thousand Four Hundred and No/100 Dollars (\$1,400) per acre-foot of water. The initial purchase price is based on the 780 acre-feet set forth in the Lineage Water Right and totals One Million Ninety-Two Thousand and No/100 Dollars (\$1,092,000.00 US).

**4.1 Payment.** Purchaser shall pay the initial Purchase Price of \$1,092,000 to Seller at Closing, as defined herein.

**4.2 Water System Planning; Claim Amendment; Change Application; Reconciliation.**

**4.2.1** Each member of the Regional Water System shall consistently and diligently report the Lineage Water Right as part of water system planning efforts, as comprehensive water system plans and amendments thereto are submitted to and processed by the DOH. The characterization of the Lineage Water Right shall be agreed upon by the Parties and be consistent with a municipal right under DOE POL 2030 (9)(b) (i.e. held for existing customers, future growth or supply needs, or other reasonable future use in a water system plan).

**4.2.2** The Seller asserts that the Lineage Water Right has annual withdrawal attributes in excess of 780 acre feet and has been used for municipal purposes. After the step described in Paragraph 4.2.1 herein has occurred (i.e. agreement on the characterization of the Lineage Water Right for purposes of reporting to DOH), Seller shall have the option to submit a Claim Amendment to Ecology, seeking to amend the Lineage Water Right to reflect the increased annual quantities and a municipal purpose of use ("Claim Amendment"). If the Seller elects to pursue the Claim Amendment, Seller shall diligently process the Claim Amendment in consultation with Purchaser.

**4.2.3** Whether or not the steps in Sections 4.2.1 and 4.2.2, above are successful in characterizing the Lineage Water Right consistent with the Seller's current analysis of the Lineage Water Right, the Seller must submit a change application to Ecology or a Water Conservancy Board or other entity of competent jurisdiction (provided the other entity of competent jurisdiction is approved by Regional) ("Change Application") and diligently process said Change Application until a final decision is rendered. The Change Application must be in a form that is approved by Purchaser, in writing, before the Change Application is submitted. The Change Application shall identify the purpose of use as municipal, provide for year-round, uninterrupted use, the points of withdrawal or diversion requested by Regional, and provide for a minimum development schedule of 30 years. The Seller's processing of the Change Application, on terms and conditions acceptable to the Purchaser, is a material consideration for the Purchaser entering this Agreement. Seller shall submit and diligently process the Change Application until a final decision is rendered ("final decision" shall mean a final, binding, non-appealable decision on the Change Application). If the final decision is not obtained by December 31, 2027 (as may be extended by mutual written agreement signed by Seller and Purchaser), then it shall be a material default in this Agreement. Following timely approval of the Change Application, each member of Regional shall update their water system plans (in the ordinary course of renewal and submittals) to reflect the outcome of the Change Application.

**4.2.4** If the final decision on the Change Application is acceptable, as reasonably determined by Regional (e.g. municipal purpose of use, place of use, year round use, uninterrupted, authorized diversion or withdrawal points, development schedule, etc.), the Parties agree to reconcile the purchase price based on the extent and validity of the Lineage Water Right as set forth in the final decision on the Change Application. In the event said final decision determines that the annual quantity of water available under the Lineage Water Right is less than 780 acre-feet, Seller shall refund to Purchaser \$1,400 per acre-foot under the 780 acre-foot quantity. However, if said final decision determines the annual quantity of water available under the Lineage Water Right is more than the 780 acre-feet, then Purchaser shall pay Seller \$1,400 per acre-foot over the 780 acre-foot quantity. All reconciled funds shall be paid to the appropriate Party within one hundred and eighty (180) days following said final decision on the Change Application.

**4.2.5** All written or electronic communications relating to processing the Lineage Water Right as set forth herein by the Seller must be simultaneously copied to the Purchaser. All oral communications by the Seller relevant to said processing, shall be immediately summarized in writing or email and delivered to the Purchaser. The Seller and Purchaser agree to cooperate in good faith in the processing of the Claim Amendment and the Change Application. All communications to the DOH regarding the Lineage Water Right must be approved in advance by Seller and Purchaser.

**4.2.6** The Seller shall be solely responsible for the costs and fees to process the Claim Amendment and the Change Application. Seller shall pay for all fees and costs associated with the work of Mark Peterson of Peterson & Marquis Law Office, and Purchaser shall pay for all fees and costs associated with the work of Ogden Murphy Wallace P.L.L.C, arising from or associated with the steps outlined in Section 4.2.

**5. Representations of Seller.** Seller represents to Purchaser as follows, which representations shall survive closing of this transaction:

**5.1** Seller owns the Lineage Water Right free and clear of any liens or encumbrances by third parties.

**5.2** To the best of Seller's knowledge, the Lineage Water Right is not subject to a claim of abandonment or relinquishment arising from the application of Washington State law.

**5.3** To the best of Seller's knowledge, there are no agreements, lawsuits, or pending claims that will prohibit the Seller from transferring the water right as described herein.

**5.4** To the best of Seller's knowledge, the Lineage Water Right is in good standing, with annual authorized quantities of at least 780 acre feet.

**6. Representations of Purchaser.** Purchaser represents that Purchaser has sufficient funds available to close the transaction contemplated in this Agreement and is not relying on any contingent source of funds.

7. **Closing.** Closing on the initial purchase price (i.e. 780 acre feet at \$1,400 per acre foot as set forth in Section 4, above) shall occur within thirty (30) days of the effective date of this Agreement. At Closing, the Seller shall execute a water right deed to be recorded with the Chelan County Auditor. The water right deed shall be in a form that is acceptable to Purchaser. Seller shall pay for the costs associated with recording a water right deed for the Lineage Water Right.

8. **Representation and Mutual Negotiation.** Purchaser is represented by Ogden Murphy Wallace, P.L.L.C and Seller is represented by of Peterson & Marquis Law Office. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly against either Party.

9. **Default.** Time is of the essence in this Agreement. If the Seller defaults (that is, fails to perform the acts required of Seller) in the performance of this Agreement, the Purchaser may seek specific performance pursuant to the terms of this Agreement, damages, or rescission. If the Purchaser defaults, the Seller's sole remedy shall be rescission of the Agreement.

10. **Notices.** Notices hereunder shall be in writing and may be mailed or hand delivered. If mailed, such notices shall be sent postage prepaid, certified or registered mail, return receipt requested, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the Party received the notice. Notices shall be mailed or delivered as follows:

To Seller:

City of Wenatchee  
Attn: Utilities Manager  
1320 McKittrick St  
Wenatchee, WA 98801

cc:  
Mark Peterson  
1267 Wheatridge Drive  
East Wenatchee, WA 98802

To Purchaser:

Regional Water System  
c/o Ron Slabaugh  
PO Box 1231  
Wenatchee, WA 98807

cc:  
Pete Fraley  
One Fifth Street, Suite 200  
Wenatchee, WA 98801

and c/o Vince Johnston  
692 Eastmont Avenue  
East Wenatchee, WA 98802

11. **Dispute Resolution.** Prior to commencing any suit, in the event of a dispute arising under this Agreement, the Party alleging the dispute must first provide the other Party written notice detailing the alleged dispute ("Dispute Notice"). The Parties shall meet and confer in good faith



within thirty (30) days of the delivery of the Dispute Notice and attempt to resolve the alleged dispute. If the Parties are unable to resolve the alleged dispute, then either Party may request mediation by providing a written notice to the other Party within sixty (60) days of the delivery of the Dispute Notice ("Mediation Notice"). If the Mediation Notice is timely provided, then the Parties shall jointly select a mediator (the costs of which shall be shared equally by the Seller and Purchaser) and attend a non-binding mediation within thirty (30) days of the Mediation Notice. If the Mediation Notice is not timely delivered, or if the Parties are unable to jointly select a mediatory, or if the mediation is unsuccessful, then either Party may bring suit regarding the alleged dispute set forth in the Dispute Notice, provided said suit is brought within one hundred and eighty (180) days of the Dispute Notice. The Parties agree that this is a contractual statute of limitations as to the scope of the alleged dispute set forth in the Dispute Notice.

**12. Attorney's Fees.** If any suit or proceeding is instituted by either Party against the other, including but not limited to, filing suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, each Party shall bear their own attorney's fees and costs resulting from such action.

**13. Governing Law and Venue.** This Agreement shall be governed by the laws of the state of Washington and venue for any action arising from this Agreement shall be Chelan County, Washington.

**14. Authority; Binding Signatures and Effect.** Each of the individuals executing this Agreement warrant that they have sufficient authority to sign on behalf of the entity for which they are signing. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors, and assigns. The Seller agrees that for purposes of all matters relating to this Agreement that (a) the collective decision of the East Wenatchee Water District and the Chelan County PUD shall be the decision of and binding on the Regional Water System; and (b) all communications between the East Wenatchee Water District, the Chelan County PUD and its attorney Ogden Murphy Wallace, PLLC are privileged.

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

[The remainder of this page left blank intentionally]

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

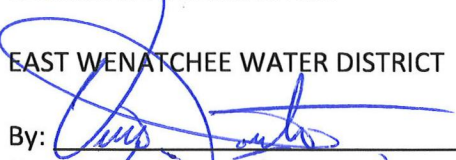
PURCHASER:

SELLER:

REGIONAL WATER SYSTEM


EAST WENATCHEE WATER DISTRICT

CITY OF WENATCHEE


By:   
Name: Vivian Johnson  
Title: General Manager  
Date: 12/18/2020

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

By:   
Name: Dale Wadsworth  
Title: General Counsel / Acting GM  
Date: 12/29/20

**EXHIBIT "A"**  
**Lineage Water Right**

 STATE OF WASHINGTON DEPARTMENT OF ECOLOGY WATER RIGHT CLAIMS REGISTRATION <b>WATER RIGHT CLAIM</b>	RECEIVED DEPARTMENT OF ECOLOGY DEC-971009362 CASH <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> NONE RECEIVED DEPARTMENT OF ECOLOGY JAN-672009820 CASH <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> NONE
1. NAME <u>Cedergreen Foods Corp., successor of Columbia Ice &amp; Cold Storage Co.</u> ADDRESS <u>P. O. Box 38</u> <u>Wenatchee, Washington</u> ZIP CODE <u>98801</u>	
2. SOURCE FROM WHICH THE RIGHT TO TAKE AND MAKE USE OF WATER IS CLAIMED: <u>surface water</u> (SURFACE OR GROUND WATER) W.R.I.A. <u>45</u> (LEAVE BLANK)	
A. IF GROUND WATER, THE SOURCE IS _____ B. IF SURFACE WATER, THE SOURCE IS <u>Columbia River</u>	
2. THE QUANTITIES OF WATER AND TIMES OF USE CLAIMED: A. QUANTITY OF WATER CLAIMED <u>2.9 cu. ft. per second</u> PRESENTLY USED <u>same</u> (CUBIC FEET PER SECOND OR GALLONS PER MINUTE) B. ANNUAL QUANTITY CLAIMED <u>780 acre feet</u> PRESENTLY USED <u>same</u> (ACRE FEET PER YEAR) C. IF FOR IRRIGATION, ACRES CLAIMED _____ PRESENTLY IRRIGATED _____ D. TIME(S) DURING EACH YEAR WHEN WATER IS USED: <u>continuously</u>	
4. DATE OF FIRST PUTTING WATER TO USE: MONTH <u>February 2</u> YEAR <u>1915</u>	
5. LOCATION OF THE POINT(S) OF DIVERSION/WITHDRAWAL: <u>950</u> FEET <u>North</u> AND <u>700</u> FEET <u>East</u> FROM THE <u>center</u> CORNER OF SECTION <u>3</u> BEING WITHIN <u>NE 1/4</u> OF SECTION <u>3</u> T. <u>22</u> N. R. <u>20 E</u> (E.O.W.) W.M. IF THIS IS WITHIN THE LIMITS OF A RECORDED PLATTED PROPERTY, LOT _____ BLOCK _____ OF _____ (GIVE NAME OF PLAT OR ADDITION) <u>(SEE ATTACHMENT)</u>	
6. LEGAL DESCRIPTION OF LANDS ON WHICH THE WATER IS USED: <u>NE 1/4 SECTION 3, TOWNSHIP 22 N., R 20 E. W. M. Beginning at the corner of 5th St. and the Burlington Northern Railroad's right of way and extending Southeasterly from 5th St 775 ft., then Northeasterly a distance of 125 ft., then Northwesterly a distance of 775 ft., then Southwesterly a distance of 125 ft. to the point of beginning and as outlined in red on the attached map.</u> COUNTY <u>CHELAN</u>	
7. PURPOSE(S) FOR WHICH WATER IS USED: <u>cooling water for refrigeration plant</u>	
8. THE LEGAL DOCTRINE(S) UPON WHICH THE RIGHT OF CLAIM IS BASED: <u>Appropriation</u>	
DO NOT USE THIS SPACE THE FILING OF A STATEMENT OF CLAIM DOES NOT CONSTITUTE AN ADJUDICATION OF ANY CLAIM TO THE RIGHT TO USE OF WATERS AS BETWEEN THE WATER USE CLAIMANT AND THE STATE OR AS BETWEEN ONE OR MORE WATER USE CLAIMANTS AND OTHERS; THIS ACKNOWLEDGEMENT CONSTITUTES RECEIPT FOR THE FILING FEE. DATE RETURNED _____ THIS HAS BEEN ASSIGNED WATER RIGHT CLAIM REGISTRY NO. _____ JAN-672007327 DIRECTOR, DEPARTMENT OF ECOLOGY	I HEREBY SWEAR THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF X <u>[Signature]</u> DATE <u>12-7-71</u> IF CLAIM FILED BY DESIGNATED REPRESENTATIVE, PRINT OR TYPE FULL NAME AND MAILING ADDRESS OF AGENT BELOW _____ <input type="checkbox"/> ADDITIONAL INFORMATION RELATING TO WATER QUALITY AND/OR WELL CONSTRUCTION IS AVAILABLE

A FEE OF \$7.00 MUST ACCOMPANY THIS WATER RIGHT CLAIM. RETURN ALL THREE COPIES WITH CARBONS INTACT ALONG WITH YOUR FEE TO DEPARTMENT OF ECOLOGY, WATER RIGHT CLAIMS REGISTRATION, P.O. BOX 829 OLYMPIA, WASHINGTON 98501

Lineage Water Right Purchase  
and Sale Agreement  
120420{PAF2277173.DOCX;6/20760.040005/ }





**CITY COUNCIL AGENDA REPORT**

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

**FROM:** Brad Posenjak, Finance Director  
Finance Department

**MEETING DATE:** January 14, 2021

**I. SUBJECT**

Extending the City’s current Utility Assistance Program an additional year, until 12/31/2021.

**II. ACTION REQUESTED**

Staff requests that City Council approve Ordinance #2021-06 amending the termination date of the Utility Assistance Program in WCC 9.02.010(07).

**III. OVERVIEW**

Beginning January 1, 2018, the City implemented a temporary Utility Assistance Program to help protect low income residential customers that could face difficulties after utility rate increases were approved. This program was administered through a contract with the Community Action Council to screen individual eligibility. Eligible customers were able to receive an annual \$100 credit against their utility bill. At the inception of this program \$100,000 was set aside for assistance and administrative fees. In the first 28 months of this program, \$13,300 in credits was applied to 133 customer accounts.

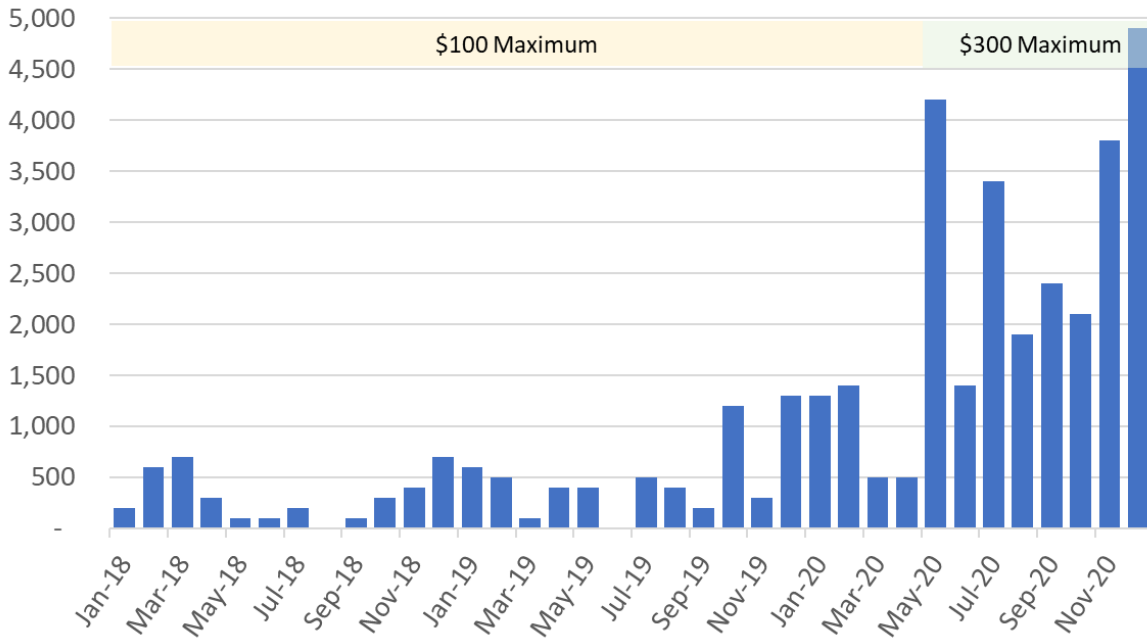
Due to the COVID-19 pandemic, water shut off and late penalties were postponed, and an unprecedented number of customers fell behind on their utility payments. In May 2020, Council responded by authorizing the maximum assistance be increased to \$300 per year. In the past 8 months, \$24,100 in assistance was applied to 90 accounts.

The Utility Assistance Program expired 12/31/2020. However, as the COVID-19 pandemic continues, and water shut off is still being postponed, there is a need to continue this assistance program at least through 12/31/2021.

**Effect of COVID Shut-off/Lien Moratorium  
Water, Sewer & Storm Utility Accounts**

	<u>Total Delinquent Accounts</u>		<u>Average</u>	<u>Number of</u>
	<u>Over 60 Days</u>	<u>Over 90 Days</u>	<u>Amount of</u>	<u>60+ Day</u>
			<u>60+ Day</u>	<u>Balances</u>
			<u>Balances</u>	<u>Over \$300</u>
January 2020	\$ 16,171	\$ 7,837	\$ 126	14
January 2021	\$ 32,874	\$ 59,223	\$ 231	98
% Increase	203%	756%	183%	700%

### Utility Assistance Program Usage



**IV. FISCAL IMPACT**

The City previously committed and set aside funds for the Utility Assistance Program. The City still has almost \$50,000 of the original funds committed for this program. With a year extension and continued \$300 maximum, it is likely that all of the remaining committed funds will be used.

**V. REFERENCES**

1. Ordinance 2021-06

**VI. ADMINISTRATIVE ROUTING**

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

## **ORDINANCE NO. 2021-06**

**AN ORDINANCE**, amending the termination date of the Utility Assistance Program in WCC 9.02.010(7).

**WHEREAS**, on November 16, 2017, the City Council enacted Wenatchee City Code Section 9.02.010(7) providing for a Utility Assistance Program which directed the Finance Department to develop and maintain policies and procedures to manage the Program within certain guidelines; and

**WHEREAS**, the Utility Assistance Program was by its own terms set to terminate on December 31, 2020; and

**WHEREAS**, many City residents have had difficulty making their city utility payments since Governor Inslee's Stay Home-Stay Safe Proclamation 20-25 was issued on March 18, 2020; and

**WHEREAS**, the Mayor declared an emergency within the City of Wenatchee on March 26, 2020; and

**WHEREAS**, the City Council desires to extend utility assistance through December 31, 2021.

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

### **SECTION I**

Subsection 9.02.010(7) WCC, shall be and hereby is, amended and restated to read in its entirety as follows:

(7) A utility assistance program for qualifying low income residential customers is hereby created. The finance department shall develop and maintain policies and procedures to manage this program within the following guidelines:

- (a) “Qualifying low income” shall be defined as gross combined household income, including spouse or co-tenant(s), at or below 88 percent of Section 8 Housing Median Income;
- (b) The utility account must be in the customer’s name and the customer must reside at the service address;
- (c) Customers are eligible for utility assistance once every 12 months and income eligibility must be verified each 12-month cycle;
- (d) Customers receiving the city’s senior/disabled discount do not qualify for the utility assistance program;
- (e) The total program assistance plus administrative fee is capped at \$100,000 per year plus any program donations for the first four years, terminating December 31, 2021.

## **SECTION II**

The provisions of this Ordinance are declared to be separate and severable.

The invalidity of any clause, sentence, paragraph, section or portion of this Ordinance, or the invalidity of the application thereof to any person or circumstances shall not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

## **SECTION III**

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 OF  
WENATCHEE**, at a regular meeting thereof, this 14th day of January, 2021.

CITY OF WENATCHEE, a Municipal  
Corporation

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



ATTEST:

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

APPROVED

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

## CITY COUNCIL AGENDA REPORT

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

**FROM:** Brooklyn Holton, Neighborhood and Community Services Coordinator  
Community Development

**MEETING DATE:** January 14, 2021

---

**I. SUBJECT**

Multi-Family Tax Exemption Agreement with FNWD Brookstone 3 LLC

**II. ACTION REQUESTED**

1. Adopt Resolution 2021-06 authorizing the execution of a Multi-Family Housing Limited Property Tax Exemption Agreement with FNWD Brookstone 3, LLC.

**III. OVERVIEW**

The attached Resolution 2021-06 authorizes the City of Wenatchee and FNWD Brookstone 3, LLC to enter into an agreement under the City's Multi-Family Tax Exemption (MFTE) program found in WCC 5.88 and RCW 8.14.

The Resolution authorizes the issuance of a Conditional Certificate of Acceptance of Tax Exemption associated with the construction of a 5-unit, market rate, residential complex located at 1684 Stella Avenue.

Upon completion of the project and fulfillment of the terms of the agreement, the City will issue a Final Certificate of Tax Exemption that exempts the residential development from property tax for a period of eight (8) years. The exemption applies to housing improvements and does not include the land or any non-residential area.

An annual report is required to be completed each year the tax exemption is active, to document compliance with the requirements of the program.

**IV. FISCAL IMPACT**

No direct impacts to the City budget. The city will receive annual property tax on the land where the completed projects is located. The amount of property tax for the land is anticipated to be greater than or equal to the current assessed value of the non-occupied property.

**V. PROPOSED PROJECT SCHEDULE**

January 14, 2021 ~ Adopt Resolution 2021-06

January 31, 2021 ~ Finalize project details and improvement value

February 28, 2021 ~ Submit to County a Final Certificate of Exemption

**VI. REFERENCE(S)**

1. Resolution 2021-06
2. FNWD Brookstone 3, LLC MFTE Application

**VII. ADMINISTRATIVE ROUTING**

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

## **RESOLUTION NO. 2021-06**

**A RESOLUTION,** authorizing the execution of a Multi-Family Housing Limited Property Tax Exemption Agreement.

**WHEREAS,** the City has, pursuant to RCW 84.14 et. seq. designated a Residential Target Area for the allowance of a limited property tax exemption for new multi-family residential housing; and

**WHEREAS,** the City of Wenatchee has codified in Wenatchee City Code (WCC) Chapter 5.88, a program whereby property owners in a Residential Target Area may qualify for a Final Certificate of Tax Exemption which certifies to the Chelan County Assessor that the owner is eligible to receive a limited property tax exemption; and

**WHEREAS,** FNWD Brookstone 3 LLC proposes to construct a 5-unit residential project at 1684 Stella Avenue, Wenatchee, Washington; and

**WHEREAS,** 1684 Stella Avenue is within the Residential Target Area; and

**WHEREAS,** FNWD Brookstone 3 LLC has applied to the City to receive an eight (8) year limited property tax exemption for the proposed project; and

**WHEREAS,** the City's tax exemption program requires FNWD Brookstone 3 LLC to enter into an agreement with the City regarding the terms and conditions of the project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** that the Mayor, or his designee, shall be and hereby is authorized to execute a Multi-Family Housing Limited Property Tax Exemption Agreement with FNWD Brookstone 3 LLC, substantially in the form attached hereto as Exhibit "A", which agreement shall provide for the development of FNWD Brookstone 3 LLC development of the

RESOLUTION NO. 2021-06

Page 1

above-described project in accord with certain terms and conditions, in consideration for which the property related to the new multi-family housing will be certified by the City as qualifying for an eight (8)-year property tax exemption as provided by RCW 84.14.020.

**PASSED BY THE CITY COUNCIL OF THE CITY OF  
WENATCHEE** this \_\_\_\_\_ day of January, 2021.

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"**

### **MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is entered into on the date signed below between FNWD Brookstone 3 LLC, hereinafter referred to as the "Applicant," and the City of Wenatchee, Washington, a municipal corporation hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the Applicant has applied for a limited property tax exemption as provided for in Chapter 84.14 RCW and WCC 5.88, as amended, for constructing multifamily residential housing in Wenatchee's designated residential target area; and

WHEREAS, the Applicant has submitted to the City preliminary site plans and floor plans for new or rehabilitated mixed-use with multifamily residential housing to be constructed on property situated approximately at 1684 Stella Avenue and described more specifically as follows:

**PARCEL A – 232033783227**

POWELLS TO WENATCHEE BLOCK 2 LOT 6 LOT 3 SP 2007-095WE BLA  
2007-003 0.3600 ACRES

hereinafter referred to as the "Property;" and

WHEREAS, the City has determined that the improvements for permanent residential will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE, in consideration of the mutual promises herein, City and Applicant do mutually agree as follows:

1. City agrees, upon execution of this Agreement following approval by the City Council, to issue a Conditional Certificate of Acceptance of Tax Exemption, which conditional certificate shall expire three (3) years from the date of approval of this Agreement by the Council unless extended by the Community Development Director as provided in WCC 5.88.
2. Agreement to construct improvements.
  - a. The Applicant agrees to construct on the Property multifamily residential housing substantially as described in the site plans, floor

plans, and elevations attached hereto, subject to such modifications thereto as may be required to comply with applicable codes and ordinances, that in no event shall such construction provide fewer than four new multifamily residential units for permanent residential occupancy, nor shall such permanent residential housing comprise less than fifty percent of the space intended for housing within a residential or mixed-use structure constructed pursuant to this Agreement.

- b. The Applicant agrees to comply with all applicable zoning requirements, land use regulations, and building and housing code requirements in effect at the time of new construction, rehabilitation or conversion, and further agrees that approval of this Agreement by the City Council, its execution by the Mayor or his/her designee, or issuance of a Conditional Certificate of Acceptance of Tax Exemption by the City pursuant to WCC 5.88 in no way constitutes approval of proposed improvements on the Property with respect to applicable provisions of said ordinance or obligates the City to approve proposed improvements.
- c. The Applicant agrees that the improvements will be completed within three years from the date of approval of this Agreement by the City Council, unless extended by the Community Development Director for cause as provided in WCC 5.88.

3. Requirements for Final Certificate of Tax Exemption.

The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent Certificate of Occupancy, to file with the City's Department of Community Development the following:

- a. A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;
- b. A description of the completed work and a statement of qualification for the exemption; and
- c. If applicable, a statement that the project meets the affordable housing requirements as described in Chapter 84.14 RCW; and
- d. A statement that the work was completed within the required three-year period of the issuance of the conditional certificate of tax exemption or any authorized extension.

4. Agreement to Issue Final Certificate.

The City agrees to file a Final Certificate of Tax Exemption with the Chelan County Assessor if the Applicant has successfully completed the improvements in accordance with the terms of this Agreement, has filed the materials described in Paragraph 3 above, has paid to the County a fee in the amount of \$50.00 to cover the Assessor's administrative costs, and has met all other requirements as provided in WCC 5.88.

5. Annual Certification.

The Applicant agrees, within 30 days after the first anniversary of the date of filing the final certificate of tax exemption and each year thereafter, for the tax exemption period, the property owner shall file a notarized annual report declaration with the Director of Community Development indicating the following:

- a. A statement of occupancy and vacancy of the multifamily units during the prior 12 months ending with the anniversary date; and
- b. A certification that the property continues to be in compliance with the contract with the city, including that it has not changed use, and, if applicable, that the property has been in compliance with the affordable housing requirements as described in WCC 5.88.015 since the date of the certificate approved by the city; and
- c. A description of any subsequent improvements or changes to the property after issuance of the certificate of tax exemption; and
- d. The total monthly rent or total sale amount of each unit produced; and
- e. The income of each renter household at the time of initial occupancy and the income of each initial purchaser of owner-occupied units at the time of purchase for each of the units receiving a tax exemption.
- f. Any additional annual reporting requirements that may be required for consistency with RCW 84.14.100, as applicable.

6. Notification of transfer of interest or change in use.

Applicant agrees to notify the Department of Community Development promptly of any transfer of Applicant's ownership interest in the Property or in the improvements made to the Property under this Agreement. Applicant further agrees to notify the Department of Community Development and the Chelan County Assessor within 60 days of any change of any or all of the permanent multi-family housing developed on the Property to another use. Such change in use may result in cancellation of the tax exemption and imposition of additional taxes, interest and penalty pursuant to State law.

7. Cancellation of Exemption - Appeal.



The City reserves the right to cancel the Final Certificate of Tax Exemption if at any time the property no longer complies with the terms of this Agreement or with the requirements of WCC 5.88, or for any other reason no longer qualifies for an exemption. If the exemption is canceled for non-compliance an additional tax will be imposed that includes: (a) the difference between the tax paid and the tax that would have been owed if it had included the value of the nonqualifying improvements dated back to the date that the improvements became nonqualifying; (b) a penalty of 20% of the difference; (c) interest at the statutory rate on the tax and penalties calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and WCC 5.88. Upon determining that a tax exemption shall be canceled, the Mayor, on behalf of the City Council, shall notify the property owner by certified mail, return receipt requested. The property owner may appeal the determination in accordance with WCC 5.88.

8. Entire Agreement and Amendments.

This document represents the entire agreement of the parties as to the subject matter of this agreement.

No modification of the Agreement shall be made unless mutually agreed upon by the parties in writing.

9. Severability.

In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable.

10. No Third Party Beneficiary Created.

Nothing in this agreement is intended to create a third party beneficiary relationship with any person or entity, known or unknown, as of the date of this agreement.

11. Attorney Fees.

In the event any formal litigation is commenced between the parties to this agreement, arising out of the obligations imposed by this agreement or the interpretation of this agreement, each party shall bear their own attorney's fees and costs incurred therein.

12. Binding Effect.

This agreement shall be binding upon and inure to the heirs, successors and assigns

of the parties hereto.

13. Recording.

The parties agree that this agreement shall be recorded with the Chelan County Auditor.



In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Print Name

NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_

My Commission expires \_\_\_\_\_

CITY OF WENATCHEE

OCT 01 2020



**City of Wenatchee**  
**Department of Community Development**

**APPLICATION**

**Property Tax Exemption for Multifamily Housing**

(Pursuant to RCW 84.14 and Wenatchee City Ordinances 99-7 / 2001-29)

**Program Requirements**

The proposed project must meet the following criteria for special valuation:

1. The project must be located within Wenatchee's urban center, as defined by Ordinances 99-7 and 2001-29.
2. The project must be a mixed-use or multi-family project that provides (4) four or more permanent dwelling units.
3. The project must be completed three (3) years from the date of approval of the application.
4. The project must be designed to comply with all building and zoning codes, or other applicable regulations

**Applicant's Information**

Owner: FNWD Brookstone 3 LLC

Address: P.O. Box 759, Kirkland, WA 98083

Phone: (425) 242-1817 FAX: (425) 250-0585

e-mail: kevin@1stnwd.com

Owner's Representative: Kevin Nagai

(if applicable)

Address: P.O. Box 759

Kirkland, WA 98083

Phone: same as above FAX: \_\_\_\_\_

e-mail: \_\_\_\_\_

*Note: This application must be signed by the property owner of record or designee. Please provide a power of attorney if the signer of this application is other than the property owner of record.*

**Property Information**

Interest in property:  
 Fee Simple  Contract purchase  Other (describe) \_\_\_\_\_

County Assessor's parcel account number: 232033783227

Street Address: 1684 Stella Ave, Wenatchee, WA 98801

Legal Description (Attach separate sheet if needed): Lot 3, as delineated on North Stella Short Plat

**Application for Property Tax Exemption**

City of Wenatchee Department of Community Development

No. 2007-095-WE, Chelan County, Washington, recorded December 20, 2007, in Book SP-21,  
of Short Plats, Page 83)

**Project Information**

Project Name or Designation: Annex Apartments (FNWD Brookstone 3 LLC) Brief  
written description of the project (preliminary conceptual design, including site plan and floor plans of the units and  
structure must be submitted with this application): \_\_\_\_\_  
5-unit apartment complex; 1BR/1BA units in a converted warehouse/garage

Type of Project (check all that apply):

Residential Rental       Residential For-Sale       Mixed Use

Number of Dwelling Units Proposed: Rental 5 For Sale \_\_\_\_\_ Total 5

Floor area: Building total (sq. ft.) 2,952 For permanent residential occupancy (sq. ft.) 2,886

**Unit Information**

<u>Size/Type</u>	<u>Total # of units</u>	<u>Average Square Feet per Unit</u>
Studio	_____	_____
One Bedroom	<u>5</u>	<u>577</u>
Two Bedroom	_____	_____
Three + Bedroom	_____	_____
TOTAL	_____	_____

**Non-residential Space** (if applicable)

<u>Description</u>	<u>Floor Area (sq. ft.)</u>
<u>Riser Room</u>	<u>66</u>

Projected total cost of new construction/rehabilitation: \$ 400,000

If mixed use: projected cost of residential improvements: \$ \_\_\_\_\_

Source of Cost Estimate: Epic Construction Management, Inc.

Estimated construction start date: 6/1/20      Expected completion date: 12/31/20

**Application for Property Tax Exemption**

City of Wenatchee Department of Community Development

**CHECK ALL THAT APPLY:**

**New Construction.** Will any occupied housing units be demolished?  YES  NO

Were any occupied housing units demolished in the past 12 months on this site?  YES  NO

Date of demolition (if known): \_\_\_\_\_

# of existing units to be demolished \_\_\_\_\_ # of units demolished in past twelve months \_\_\_\_\_

**Rehabilitation of Vacant Units.** # of vacant housing units \_\_\_\_\_

Date units last occupied: \_\_\_\_\_ Building  is  is not in compliance with applicable building and housing codes (verification required—please attach).

**Rehabilitation of Occupied Units.** Will four or more additional units be created as part of a rehabilitation project?  YES  NO

If yes, will any residents be displaced as part of this project?  YES  NO If yes, Why? \_\_\_\_\_

**Rehabilitation / Change of Use.** Has the building been vacant 12 months?  YES  NO

Does the change of use meet current zoning standards?  YES  NO

**Permits/Approvals Received/in Process.** Have you filed any application for a land use or building permit or approval for this project?  YES  NO

If yes, indicate type of permit or approval and date of application:

Type: Building Permit

Date: 3/12/20

Type: \_\_\_\_\_

Date: \_\_\_\_\_

Type: \_\_\_\_\_

Date: \_\_\_\_\_

If yes, have any permits or approvals for this project been received?  YES  NO

Attach copies of any permits or approvals .

**Attachments to Application**

Please attach and check the following:

Preliminary conceptual design, including site plan and floor plans of the multifamily units and the overall structure.

For rehabilitation of an existing vacant structure, verification of non-compliance with applicable building and housing codes.

Representative photographs of site and exterior of any existing structures (color xerox is acceptable)

If applicable, copies of permits/approvals already received for this project.

**Application for Property Tax Exemption**

City of Wenatchee Department of Community Development

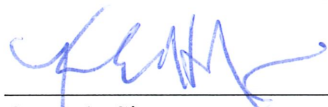
**Statement of Potential Tax Liability**

If the exemption is canceled for non-compliance an additional tax will be imposed that includes: (a) the difference between the tax paid and the tax that would have been owed if it had included the value of the nonqualifying improvements dated back to the date that the improvements became nonqualifying; (b) a penalty of 20% of the difference; (c) interest at the statutory rate on the tax and penalties calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by RCW 84.14 and City of Wenatchee Ordinances 99-7 and 2001-29.

**Certification**

As owner(s) of the land described in this application, I hereby indicate by my(our) signature(s) below that I(we) are aware of the additional tax liability to which the property will be subject if the exemption authorized by RCW 84.14 and City of Wenatchee Ordinances 99-7 and 2001-29 is canceled. I/We declare under penalty of perjury under the laws of the State of Washington that the above information and any attachments are accurate and correct to the best of my(our) knowledge.

I certify that the existing dwelling units have been vacant for a period of twelve months prior to the filing of this application.  YES  NO  not applicable



Owner's Signature

9/30/20

Date

FNWD Brookstone 3 LLC, Kevin Nagai

Print Name

Manager

Title

Owner's Signature

Date

Print Name

Title

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





City of Wenatchee  
Community Development  
1350 McKittrick, Suite A  
Wenatchee, WA 98801  
509-888-3244

**BPC-20-048**

**Commercial Addition/Alteration Permit**

PROJECT NAME: BROOKSTONE 3

ISSUED: 05/08/2020

SITE ADDRESS: 1684 STELLA AVE WENATCHEE

EXPIRES: 11/04/2020

PROJECT DESCRIPTION: CONVERT WAREHOUSE TO 5 UNIT APARTMENT COMPLEX

PARCEL: 232033783227

APPLICANT: FNWD BROOKSTONE 3 LLC  
PO BOX 759 KIRKLAND, WA 98033  
425-242-1817

OWNER: FNWD BROOKSTONE 3 LLC  
PO BOX 759  
KIRKLAND, WA 98033  
425-242-1817

ARCHITECT/DE SIGNER: PWF ARCHITECTURE  
PO BOX 141  
EDMONDS, WA 98020  
206-920-3554

GENERAL CONTRACTOR'S LICENSE: EPIC CONSTRUCTION MANAGEMENT  
16411 40TH PL W  
EVERETT, WA 98208  
206-963-0847

License: EPICCCM911PF  
Expires: 01/13/2022

VALUATIONS:			FEES:		
				Paid	Due
R-2 VB Residential, multiple family	3102.00	\$314,790.96	Commercial/Industrial Plan Review by Planning Division Staff	\$150.00	\$0.00
			Building Permit	\$2,197.75	\$0.00
			Plumbing Permit	\$237.00	\$0.00
			State Surcharge - IBC	\$25.00	\$0.00
			Mechanical Permit	\$299.00	\$0.00
			Commercial/Industrial Plan Review by Public Works Staff	\$428.56	\$0.00
			Building Plan Review	\$1,428.54	\$0.00
			Landscape Plan Review related to Planning Division Project	\$50.00	\$0.00
	<b>Total:</b>	<b>\$314,790.96</b>	<b>Totals :</b>	<b>\$4,815.85</b>	<b>\$0.00</b>

**FIXTURES**

Qty	Mechanical Fixtures	Qty	Plumbing Fixtures
5.0000	Installation of each hood with exhaust fan and duct	1.0000	Water Supply Line
10.0000	Installation of each Vent fan with one duct or appliance	5.0000	Water heater
		25.0000	Fixture on one trap



City of Wenatchee  
Community Development  
1350 McKittrick, Suite A  
Wenatchee, WA 98801  
509-888-3244

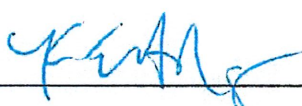
**Commercial  
Addition/Alteration Permit  
BPC-20-048**

**Qty    Mechanical Fixtures**

10.0000 Installation of each floor furnace, suspended heater, recessed wall heater or floor-mounted heater

**CONDITIONS**

- \* fire sprinkler and alarm submittal and permit are deferred
- \* Double Check Detector Assemblies must be installed with a minimum of 12 inches clearance below the assembly and no higher than 5 feet above grade without an OSHA approved platform, and in accordance with all applicable plumbing codes.
- \* All backflow assemblies must be inspected by the City and be on the current Washington State Approved Backflow Assembly List.
- \* A passing backflow assembly test by a Certified Backflow Assembly Tester must be submitted to the city prior to final approval.
- \* Prior to final landscaping inspection, the landscape architect shall submit a letter certifying that they have completed an on-site landscape inspection and the landscaping has been installed in accordance with the approved landscape plan (WCC Section 10.62.060(5)(b)). Any revision to the landscape plan shall require review and approval by the City and a plan review fee pursuant to WCC Chapter 1.99.
- \* It has been demonstrated that two surface parking spaces on the property addressed as 1424 McKittrick Street may be allocated to the development at 1684 Stella Avenue and that there are nine parking spaces remaining to serve the 4-plex on McKittrick Street, which satisfies parking requirements for both lots and uses. Prior to issuance of any certificate of occupancy, a shared parking agreement to allow for the use of the two off-site parking spaces shall be recorded with Chelan County pursuant to the requirements in WCC Section 10.60.040. The parking agreement will name the City of Wenatchee as a grantee.

Owner/Agent <u></u>	Date: <u>5/8/20</u>
Staff Approval _____	Date: _____



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** January 14, 2021

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**I. SUBJECT**

Wenatchee Valley Regional Decant Facility Use Agreement with Washington State Department of Transportation

**II. ACTION REQUESTED**

Staff recommends the City Council approve the Wenatchee Valley Regional Decant Facility Use Agreement with the Washington State Department of Transportation and authorize the Mayor's signature.

**III. OVERVIEW**

The Wenatchee Valley Regional Decant Facility was designed to handle street sweepings and sediment removed from the urban stormwater systems in Wenatchee, East Wenatchee, Chelan County, and Douglas County, as well as the stormwater systems maintained locally by Washington State Department of Transportation (WSDOT) and Chelan County Public Utility District. Since completion, the facility has only been used by the City of Wenatchee and Chelan County.

In fall of 2018, the Washington State solid waste rules were revised and a new permitting system for sites managing solid waste was created. Since then, the City has received multiple requests to use the decant facility. Early in 2020, City staff developed a use agreement in coordination with Chelan County, and the City to move forward with negotiating user contracts. At this time, WSDOT has signed the use agreement and would like to begin hauling to the decant facility in February.

**IV. FISCAL IMPACT**

Under the proposed use agreement, WSDOT would pay an annual fee of \$2,400 per year and a tipping fee of \$180 per trip. The annual fee is intended to cover contract administration and facility repair and improvement. The tipping fee includes staff time, utilities, and equipment costs for managing the waste at the facility, as well as the hauling and disposal costs from Waste Management. Under Section 5.2 of the use agreement, the City has the ability to increase the tipping fee to offset increases to the hauling and disposal costs. These costs are set to increase May 1, 2021 under the recently completed agreement with Waste Management.

**VI. REFERENCE(S)**

1. Wenatchee Valley Regional Decant Facility Use Agreement - WSDOT

**VII. ADMINISTRATIVE ROUTING**

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

Agenda Report No. 2021-03



City of Wenatchee  
Wenatchee Valley Regional Decant Facility  
Use Agreement

THIS FACILITY USE AGREEMENT (this "Agreement") is entered into this 23 day of December 2020, between the City of Wenatchee, a municipal corporation (the "City"), a municipal corporation of the State of Washington and Washington State Department of Transportation (the "WSDOT"), collectively referred to herein as the "Parties.", in consideration of the mutual promises and covenants hereinafter set forth.

1.0 Purpose

1.1 The purpose of this Agreement is to allow the disposal of street waste at the Wenatchee Valley Regional Decant Facility (the "Facility") located at 1745 South Wenatchee, Wenatchee, Washington.

2.0 Term

2.1 The term shall commence on February 1, 2021 and terminate after five (5) years unless otherwise terminated upon mutual agreement of both Parties.

3.0 Premises

3.1 The City grants to the WSDOT the right to use the Facility in accordance with this Agreement.

4.0 Schedule

4.1 Use of the site is limited to the operating hours established by the City of Wenatchee. The typical hours of operation will be Monday through Friday from 7:00 AM to 3:30 PM. The Facility hours of operation may vary seasonally. The City will notify the WSDOT in advance of any changes to these hours of operation.

4.2 The Facility will be closed on all holidays observed by the City of Wenatchee.

4.3 Use of the Facility outside the established hours of operation must be pre-approved by the City.

5.0 Fees and Charges

5.1 The WSDOT will be billed an annual fee of \$2,400.00, which will be billed on the first quarter invoice and a tipping fee of \$180.00 per trip. The annual fee will be pro-rated for the first year based on the effective date of this Agreement.

5.2 The tipping fee may be increased based on changes to the City's waste disposal contract with Waste Management. The City shall notify the WSDOT in writing of any proposed changes to the tipping fee ninety (90) calendar days prior to the implementation of the new tipping fee.

- 5.3 If damages are incurred to the Facility attributable to the WSDOT, the cost of repairing the damage plus a 15% administration fee will be billed to WSDOT and shall be paid within 30 days of date of invoice.
- 5.4 If the WSDOT leaves a suspect load at the Facility as defined by the most current version of the Operations and Maintenance Plan, the WSDOT will be responsible for the testing and disposal costs as well as any costs associated with cleaning the Facility following the removal of the suspect load plus a 15% administration fee which shall be paid within 30 days of date of invoice.
- 5.5 The City will invoice WSDOT for tipping fees at the end of each quarter. Payment will be due within 30 days of date of invoice.

#### 6.0 Use

- 6.1 The City will operate and maintain the Facility.
- 6.2 All use of the Facility shall be in accordance with the most current version of the Wenatchee Regional Decant Facility Operations and Maintenance Plan.
- 6.3 Waste approved for disposal is limited to eductor truck waste from the maintenance of a separate stormwater system and street sweepings.
- 6.3 Waste disposal logs must be submitted no later than the 5<sup>th</sup> of the month following the end of the quarter, i. e. April 5<sup>th</sup>, July 5<sup>th</sup>, October 5<sup>th</sup>, and January 5<sup>th</sup>.

#### 7.0 Insurance

- 7.1 WSDOT agrees to maintain insurance or self-insure against all risks in any way related to, or arising out of, the use of the Facility. The WSDOT's insurance, in whichever form, shall be primary insurance for all risks related to, or arising out of, the WSDOT's use of the Facility.

#### 8.0 Mutual Indemnification

- 8.1 The WSDOT shall indemnify, defend and hold harmless the City, its respective officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the WSDOT, its officers, agents, contractors, employees and volunteers, in connection with or arising out of this Agreement.
- 8.2 The City shall indemnify, defend and hold harmless the WSDOT, its respective officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property, occasioned by any negligent act, omission, or failure of the City, its officers, agents, and employees, in connection with or arising out of this Agreement.

9.0 Severability

9.1 In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All other provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions.

10.0 Modification; No Assignment

10.1 No alteration, changes, or amendments of this Agreement will be binding upon either party unless the same are written and executed by the parties.

10.2 This Agreement shall not be assignable by the WSDOT.

11.0 Time is of the Essence

11.1 Time is of the essence of this Agreement, and of each and every term, condition and provision.

12.0 Waiver

12.1 The waiver by the City or the WSDOT of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

13.0 Attorneys Fees

13.1 In the event of litigation regarding any terms of this Agreement, the Parties shall bear their own attorney fees and costs incurred therein.

14.0 Notices

14.1 Notices under this Agreement must be in writing and must be sent by registered or certified mail to the last known address of the party to whom the notice is to be given, as designated by such party in writing. The City and WSDOT hereby designate their addresses as follows:

City of Wenatchee  
Public Works Director  
P.O. Box 519, Wenatchee, WA 98801

Washington State Department of Transportation  
2830 Euclid Avenue (Bld A)  
Wenatchee, WA 98801

15.0 Governing Law/Venue

15.1 This Agreement is governed by the laws of the State of Washington. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.


16.0 Termination & Modification

16.1 The City reserves the right to modify or terminate this Agreement at any time in the event it deems modification or termination is necessary to preserve the integrity and function of the Facility. The City shall notify the WSDOT in writing of any proposed modifications or termination thirty (30) calendar days prior to the implementation of such modifications or termination.

16.2 If the WSDOT terminates this Agreement prior to the expiration date, the WSDOT shall pay the annual fees pro-rated to the termination date of the Agreement.

DATED this 23 day of December, 2020.

Washington State Department of Transportation

City of Wenatchee	Washington State Department of Transportation
By:	By: 
Printed:	Printed: Terry Berends
Title:	Title: ARA for Maintenance
Date:	Date: 12/23/20



CITY OF WENATCHEE, a Washington municipal  
corporation

By: \_\_\_\_\_

Frank Kuntz, Mayor

ATTEST:

By: \_\_\_\_\_

Tammy Stanger, City Clerk

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Rob Jammerman, Public Works Director  
Jessica Shaw, Deputy Public Works Director

**MEETING DATE:** January 14, 2021

---

- I. SUBJECT**  
Contract Amendment for Novotx Elements Implementation Services by Warby Consulting, \$117,040.
- II. ACTION REQUESTED**  
Staff recommends the City Council approve Contract Amendment No. 1 to the Professional Services Agreement with Warby Consulting and authorize the Mayor's signature.
- III. OVERVIEW**  
Since launching in 2018, the City of Wenatchee Asset Management program has become instrumental to Public Works and Parks and Recreation Departments, saving hundreds of staff hours by eliminating separate inventory and work order schemes. The software, Novotx Elements, paired with GIS maps provides a common place to control inventory, create and schedule work orders, track costs, and add GIS data; its customized reports are formatted to submit directly to regulatory agencies. Requests have been made to extend asset management to all utilities, streets, facilities, fleets, traffic and lighting, and utility billing for 2021. These requests are achievable using a consultant.
- In 2020, the City awarded a contract to Warby Consulting to sustain the current system and extend out to other divisions for a cost of \$40,600. The 2020 contract ended on December 31, 2020. Staff are now recommending an amendment to the contract to extend the end date to December 31, 2021 and add \$117,040. Along with sustainment, user support and additional implementation, the 2021 scope of work in the contract amendment includes administration training to staff and full system documentation. The goal is to have 100% in-house administration beginning 2022, with no requirement for a consultant past 2021.
- IV. FISCAL IMPACT**  
The contract amendment cost is \$117,040 for 2021. This cost has been included in the 2021 budget in multiple funds including Parks Maintenance, Facilities Maintenance, Storm, Streets, Wastewater, and Water. The utility funds account for 65% of the costs.
- V. REFERENCE(S)**
1. Asset Management Services Contract with Warby Consulting

- VII. ADMINISTRATIVE ROUTING**  
Tammy Stanger, City Clerk  
Laura Merrill, Executive Services Director  
Brad Posenjak, Finance Director

Agenda Report No. 2021-04



# **CONTRACT AMENDMENT NUMBER 1 TO THE PROFESSIONAL SERVICES AGREEMENT Novotx Elements Implementation Services**

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This Contract Amendment Number 1 dated this \_\_\_\_ day of January, 2021, is entered into by and between the City of Wenatchee, a municipal corporation, herein called the "City," and Warby CMMS Consulting hereinafter the "Consultant":

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the Consultant on September 14, 2020 for professional consulting services on the Asset Management 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 1; and

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

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

## **I. SERVICES BY CONSULTANT**

All services and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely in accordance with professional standards of conduct and performance. The Consultant agrees to accomplish additional services as described in Attachment A, if any, and the time to perform all services is extended to December 31, 2021.

## **II. COMPENSATION**

- A. Compensation for completion of the additional services, if any, shall not exceed \$ 117,040.00, as described in Attachment A.
- B. The total contract amount, including the Professional Services Agreement for \$40,600, Contract Amendment Number 1 for \$117,040, shall not exceed \$157,640.
- 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, 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 1 on the dates written below:

CONSULTANT:

CITY OF WENATCHEE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Frank Kuntz, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A

<b>TASK</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>RATE</b>	<b>COST</b>
1	Participate in implementation of training environment	8	\$ 110.00	\$ 880.00
2	Coordinate and participate in performance audit	16	\$ 110.00	\$ 1,760.00
3	Complete implementation for Water department (tap reports, <i>Meters</i> layer, training/rollout)	40	\$ 110.00	\$ 4,400.00
4	Transition Parks department to new map/environment	80	\$ 110.00	\$ 8,800.00
5	Implement for Wastewater Treatment Plant	120	\$ 110.00	\$ 13,200.00
6	Implement for Regional Water Facility	80	\$ 110.00	\$ 8,800.00
7	Implement for Lighting department	120	\$ 110.00	\$ 13,200.00
8	Implement for Streets department	120	\$ 110.00	\$ 13,200.00
9	Implement for Facilities department	160	\$ 110.00	\$ 17,600.00
10	Perform project cleanup and documentation	80	\$ 110.00	\$ 8,800.00
11	Provide reasonable routine and user support	120	\$ 110.00	\$ 13,200.00
12	Management Reserve (must be authorized by client)	120	\$ 110.00	\$ 13,200.00
<b>TOTAL</b>		1064		<b>\$ 117,040.00</b>