



WENATCHEE CITY COUNCIL

Thursday, July 8, 2021

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

AGENDA

Wenatchee City Hall is open for the public to attend Council meetings in person. The meetings are also broadcast live on the City's YouTube channel: [Wenatchee TV](#). The public may also participate in the meeting via phone by calling: (509) 888-3298, passcode 66516#.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Mayor's office at (509) 888-6204 (TTY 711). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title 1).

4:45 p.m. Executive Session. Executive session to discuss with legal counsel matters of potential litigation. RCW 42.30.110(1)(i).

5:15 p.m. Regular Meeting

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

2. Consent Items:

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

Vouchers:

Claim checks #199541 through #199621 in the amount of \$1,362,227.76 for June 24, 2021

Wires #1529 - #1530 in the amount of \$49,074.99 for June 25, 2021

Claim checks #199622 through #199623 in the amount of \$34,810.43 for June 29, 2021

Payroll distribution (retirees) in the amount of \$12,148.39 for June 30, 2021

Payroll distribution in the amount of \$507,852.89 for July 2, 2021

Benefits/deductions in the amount of \$1,046,535.65 for June 30, 2021

Claim checks #199638 through #199646 in the amount of \$7,464.85 for June 30, 2021

3. Presentations

- Parks & Recreation Month Proclamation

4. Citizen Requests/Comments

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on items either not on the agenda or not listed as a public hearing. The Mayor will ask if there are any citizens wishing to address the Council. When recognized, please step up to the microphone, give your name and mailing address, and state the matter of your interest. If your interest is an agenda item, the Mayor may suggest that your comments wait until that time. Citizen comments will be limited to three minutes.

5. Action Items

- A. Interlocal Cooperative Agreement with the Columbia River Drug Task Force (CRDTF)
Presented by Police Chief Steve Crown
Action Requested: *Motion for City Council to approve the Interlocal Cooperative Agreement with the Columbia River Drug Task Force and authorize the Mayor's signature.*
- B. Interlocal Agreement with the County of Chelan for Construction of the Knowles Road Sanitary Sewer Extension, CPN 1908
Presented by Senior Engineer Jeremy Hoover
Action Requested: *Motion for City Council to approve the Interlocal Agreement between the City of Wenatchee and Chelan County for the construction of the Knowles Road Sanitary Sewer Improvements and authorize the Mayor to sign the Agreement.*
- C. City Project 2005.03 – Washington Street Traffic Calming - Authorization to Award Construction Contract
Presented by Project Engineer Jake Lewing
Action Requested: *Motion for City Council to award the construction contract for the Washington Street Traffic Calming to the lowest responsible bidder and authorize the Mayor to sign the construction contract documents.*
- D. Lincoln Park Pump Park Construction Contract Award
Presented by Parks, Recreation & Cultural Services Director David Erickson
Action Requested: *Motion for City Council to authorize the Mayor to sign a standard construction agreement with the Evergreen Mountain Bike Alliance in the amount of \$181,448.88 for the construction of the Lincoln Park Pump Park Project.*

6. Public Hearing Items

The Mayor will call the Public Hearing to order and state the ground rules, the purpose of the hearing, the action that the hearing body may take on the matter, will address the appearance of fairness doctrine, and will state the manner in which the hearing will proceed. Staff will first give a report, followed by testimony of experts and/or the applicant, followed then by public testimony. All speakers must speak into the microphone and clearly state their names and addresses. All comments should be addressed to the hearing body, should be relevant to the application, and should not be of a personal nature. Public testimony may be limited to three minutes, unless further time is granted by the Mayor. If there are a large number of speakers, a representative may be appointed to speak on behalf of the group.

- E. DJML Annexation Public Hearing
Presented by Neighborhood & Community Services Coordinator Brooklyn Holton
Action Requested: *Motion for City Council to approve Ordinance No. 2021-21, providing for the annexation of unincorporated lands located along Horselake Road is bordered to the east by parcels in the City otherwise fully bordered by unincorporated parcels and right of way known as the DJML Annexation, subject to the provisions of Ordinance No. 2007-34 and all subsequent amendments thereto.*

7. Reports

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

8. Announcements

9. Adjournment



DRAFT

WENATCHEE CITY COUNCIL

Thursday, June 24, 2021

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

MINUTES

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

Staff Present: Executive Services Director Laura Merrill, City Attorney Steve Smith, IS Support Jessi Saucedo, Community Development Director Glen DeVries, Finance Director Brad Posenjak, Parks, Recreation & Cultural Services Director David Erickson, Neighborhood & Community Services Coordinator Brooklyn Holton

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Frank J. Kuntz called the regular meeting to order at 5:15 p.m. He and Council just participated in the groundbreaking ceremony for the new City Hall. Councilmember Keith Huffaker led the Pledge of Allegiance. All Councilmembers were present.

2. Consent Items

Motion by Councilmember Travis Hornby to approve agenda, vouchers, and minutes from previous meetings and Resolution No. 2021-30, revising the regular meeting schedule for November and December 2021. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

3. Citizen Requests/Comments

Mark Miller, 1801 Aspen, Wenatchee, Washington, and General Manager of the Town Toyota Center, addressed the Council about the Town Toyota Center's ongoing support through the COVID pandemic, and the ongoing maintenance necessary to keep the facility running. He thanked the Council for their support in providing funding to help reopen the Town Toyota Center.

Linda Sullivan, 7020 Jump Off Road, Wenatchee, spoke of her concerns about the city pool still requiring masks. Her grandchildren will be participating in a swim meet this weekend. Parks & Recreation Director David Erickson addressed her concerns and the COVID guidelines imposed by the State Department of Health.

4. Action Items

A. Master Agreement with Chelan Douglas Land Trust

Parks, Recreation & Cultural Services Director David Erickson presented the staff report. Curt Soper, Executive Director of the Chelan-Douglas Land Trust was also present and stated he appreciated the great work of the city. This agreement codifies the work that has gone on over the last 10 years, the Land Trust maintains the trails and the City maintains the trailheads.

Motion by Councilmember Linda Herald for City Council to approve the Master Agreement with the Chelan Douglas Land Trust and authorize the Mayor to sign. Motion seconded by Councilmember Keith Huffaker. Motion carries (7-0).

Councilmember Jim Bailey thanked Dave and his parks employees for the summer programs that he has worked through with all of the changing state guidelines.

B. DJML Sixty Percent (60%) Annexation Resolution 2021-29 setting a date for Public Hearing to adopt an Ordinance

Neighborhood & Community Services Coordinator Brooklyn Holton presented the staff report. She had a correction to her agenda report where it states Residential High and it should be Residential Moderate.

Motion by Councilmember Jim Bailey for City Council to approve Resolution 2021-29 establishing a date of July 8, 2021 for a public hearing to consider final action on the DJML Annexation. Councilmember seconded the motion. Motion seconded by Councilmember Jose Cuevas. Motion carries (7-0).

C. Homeless Grant Funding Recommendations for the 2021-2023 Funding Cycle

Community Development Director Glen DeVries presented the staff report and a power point presentation. Rachel Todd, Executive Director of the Wenatchee Valley YWCA thanked the Council for funding the request for permanent supportive housing and said a few words about the program. Scooter Harter, interim Executive Director for the Women's Resource Center thanked the Council for funding and spoke about their permanent supportive housing project, Miller Park. William Bilderback, Women's Resource Center's Program Director, provided information about the landlord-liaison program. Council commented.

Motion by Councilmember Linda Herald for City Council to authorize the Mayor's signature on the contracts with grant and subgrant recipients for homeless program services and housing identified on Exhibit "A" of the report. Councilmember Keith Huffaker seconded the motion. Motion carries (7-0).

5. Reports

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

- (1) He approved a request from Waste Management to collect garbage at 5:00 a.m. considering the heat wave.
- (2) Sales tax numbers continue to move along as anticipated.
- (3) No news on INFRA at this point.
- (4) An executive session will be needed at the next meeting.

b. Reports/New Business of Council Committees

Councilmember Jim Bailey reported today was the annual business meeting for AWC. The conference went well and the highlight of the conference was the speaker, former Secretary of Defense Jim Mattis.

Councilmember Keith Huffaker attended the Chamber meeting and reported topics covered.

Councilmember Travis Hornby announced plans to hold an open house at Pybus for the waterfront trail improvements project.

6. Announcements. None.

7. Adjournment. With no further business the meeting adjourned at 6:03 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk

Proclamation

Of the City of Wenatchee, Washington

WHEREAS, parks and recreation activities and experiences provide opportunities for people to live, grow and develop into contributing members of the community; and

WHEREAS, parks and recreation enrich life experiences for members of our community; and

WHEREAS, park and recreation agencies in the community provide outlets for physical activities, socialization and stress reducing experiences; and

WHEREAS, parks, playgrounds, trails, natural areas, and recreation and aquatic facilities make our City an attractive and desirable place to live, work, play and visit which contributes to our economic vitality; and

WHEREAS, parks and natural areas provide a welcome respite from our fast paced, high-tech lifestyles while protecting and preserving our natural environment; and

WHEREAS, parks and recreation agencies touch the lives of individuals, families, groups and the entire community which positively impact the social, and economic health and environmental quality of our city;

NOW, THEREFORE, I, Frank Kuntz, Mayor of the City of Wenatchee, do hereby proclaim July 2021 as "Parks and Recreation Month" in the City of Wenatchee and encourage all citizens to join me in participating in and supporting the many recreational programs and facilities provided by public and private agencies.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Wenatchee to be affixed on the 8th of July 2021.



Frank J. Kuntz, Mayor



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Steve Crown, Police Chief
Police Department

MEETING DATE: July 8, 2021

I. **SUBJECT**

Interlocal Cooperative Agreement with the Columbia River Drug Task Force (CRDTF)

II. **ACTION REQUESTED**

Motion for the City Council to approve the Interlocal Cooperative Agreement with the Columbia River Drug Task Force and authorize the Mayor's signature.

III. **OVERVIEW**

This Interlocal Cooperative Agreement with the Columbia River Drug Task Force (CRDTF) is due for renewal. The agreement is between the City of Wenatchee, County of Chelan, County of Douglas, and City of East Wenatchee. This agreement establishes operational guidelines for this multi-jurisdictional narcotics and gang task force. The City's contribution to the CRDTF is one police officer to investigate drug and gang related cases. The salary and benefits for this officer are financed in the City of Wenatchee Police budget. Training, travel, equipment, vehicle, and other expenses for our officer are paid for by CRDTF operating funds, per the agreement. The Wenatchee Chief of Police is a voting member of the CRDTF Executive Board.

IV. **FISCAL IMPACT**

There are no other financial obligations for the City of Wenatchee under this interlocal agreement.

V. **REFERENCE(S)**

1. Interlocal Cooperative Agreement – Columbia River Drug Task Force

VII. **ADMINISTRATIVE ROUTING**

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

INTERLOCAL COOPERATIVE AGREEMENT COLUMBIA RIVER DRUG TASK FORCE

I. **Parties**

The Parties to this Agreement are the City of Wenatchee, County of Chelan, City of East Wenatchee, and County of Douglas; each of which is a municipal corporation or legal Party operating under the laws and in the State of Washington.

II. **Authority**

This Agreement is entered into pursuant to Chapter 39.34 RCW.

III. **Purpose**

The Parties hereto desire to establish and maintain a multi-jurisdictional narcotics and gang control program and task force.

IV. **Formation**

There is hereby established a multi-jurisdictional narcotics and gang task force to be hereafter known as the "Columbia River Drug Task Force" consisting of the City of Wenatchee, County of Chelan, City of East Wenatchee, and County of Douglas as members thereof. This special investigations unit or task force will be created to operate within Chelan County, City of Wenatchee, City of East Wenatchee, and Douglas County. As special needs arise, it may be necessary to request personnel be assigned from Federal or State law enforcement and/or support agencies, neighboring task forces, and the Washington State Patrol, at the discretion of the Task Force Commander.

V. **Duration**

In September of each year, the Parties shall review the objectives, operation, and effectiveness of the task force and make any changes to this Agreement deemed necessary by the Parties. Notwithstanding the above, any Party may withdraw from the task force and terminate the Party's participation in the Agreement upon giving all other Parties thirty (30) days written notice.

VI. **Governance**

The affairs of the agency shall be governed by an executive board composed of five members. Such members shall be the Chief of Police of the City of Wenatchee, the Chelan County Sheriff, the Chelan County Prosecuting Attorney, the Chief of Police of the City of East Wenatchee, Douglas County Sheriff, and the Douglas County Prosecuting attorney, or his/her designee in the case of the member's disability or absence. Each member of the executive board shall have an equal vote and voice on all executive board decisions. Unless otherwise provided, Roberts Revised Rules of Order shall govern all procedural matters relating to the business of the executive board.

The presiding officer (Chair) shall be elected by the executive board members, together with such other officers as a majority of the executive board may determine.

There shall be monthly meetings of the executive board, and no less than fifteen (15) days notice shall be given to all members prior to such meeting. Meetings shall be held on a date and time to be determined by the Task Force Commander, currently the Chief of Operations of the Chelan County Sheriff's Office, and executive board members. At each meeting, the executive board may review and present a budget to the participating units. The chair may call extra sessions as necessary, upon a minimum of 72 hours notice. When the executive board votes on any matter, a simple majority of those present shall be required for passage. A quorum of three must be present at each meeting for any actions to be valid.

The lead agency shall be selected by a majority vote of the executive board. Prior to a vote of the executive board to change the lead agency, the executive board agrees to discuss and consider that the former lead agency will require an open Sergeant's position for the returning supervisor. The executive board further understands and agrees that any new lead agency selected is required to create a new Sergeant's position to avoid any supplanting as prohibited by state and federal regulations. The County of Chelan is currently the lead agency and may be changed by majority vote. Any agency elected by majority vote to be the lead agency can decline as the lead agency.

In emergency situations, the chair may conduct a telephone or email poll of executive board members to resolve any issues.

The executive board may develop written by-laws, regulations, and operations procedures to carry out the terms of this Agreement.

VII. Staff

The lead agency shall be responsible for informing the executive board on all matters relating to the function, expenditures, accomplishments, and problems of the task force. The lead agency shall prepare written reports to the executive board on the actions, progress, and finances of the task force; reports to be presented to the executive board at dates to be determined jointly by the lead agency and executive board members. In addition, the lead agency shall be responsible for preparing all proposed budgets and presenting rules, procedures, regulations, and by-laws and revisions thereto for executive board approval.

Each Party shall contribute at least one investigative officer to be assigned to the task force. The personnel assigned to the unit shall be considered an employee of the contributing Party. All rights, duties, and obligations of the employer and the employee shall remain with the individual Party. Each Party shall hold harmless, defend, and indemnify the task force in any action involving the task force activities arising from said Party's sole negligence, including payment of all attorney fees and costs. In the event of negligence of more than one Party, each Party shall be responsible for its proportionate share of damages and/or other award attributable to the Party.

In the event of negligence or other wrongful acts asserted against more than one Party in a lawsuit, any damages awarded shall be levied in proportion to the percentage of the fault attributable to each Party as determined in a separate proceeding with the same trial judge that presided over the main lawsuit. It being further agreed by the Parties to reserve their cross-claim until after the main issue of liability has been resolved.

In the event of negligence or other wrongful acts asserted against more than one Party which is resolved prior to the commencement of a lawsuit, and should the Parties involved in such claims fail to agree among themselves as to the apportionment of fault, then the Parties involved agree to use binding arbitration for the determination of each Party's fault, if any, as specified hereinafter (Section XI, Arbitration).

The Parties hereby covenant to use their best efforts to maintain a united defense to any claims made against the task force and to meet and negotiate in good faith as soon as practicable after notice of any claim or action for the purpose of determining how to proceed in such defense. The Parties hereto shall select by majority decision a spokesperson for all information to be released to the public.

It shall be the responsibility of the unit to investigate narcotics trafficking and related or unrelated gang activity, attempting to impact the highest level dealer and wholesaler as possible. In circumstances where a determination of specific priorities of those investigations must be made, the executive board will direct the

commander as to those priorities. The task force will be responsible for accomplishing the executive board's objectives.

VIII. **Contribution**

Each Party will contribute as set forth in the budget approved by the executive board, and as approved by the governing boards of Chelan County, City of Wenatchee, City of East Wenatchee, and Douglas County.

The executive board chair shall be responsible for the accounting of and for task force expenditures.

Assets will remain with the task force in accordance with RCW 69.50.505 on Seizures and Forfeitures. The unit may purchase information and establish drug buy funds. These funds shall serve as a basis for enforcement work. Strict accounting of all evidence and funds shall be required, which shall be accomplished in compliance with all Federal, State, and local laws for such.

The Chelan County Sheriff's Office will be responsible for all grant reimbursement collections and distribution from Federal, State, and local agencies. Grant distributions to Parties will be according to Attachment A, "Basis for Grant Distribution."

IX. **Termination**

Termination shall be in accordance with those procedures set forth in prior sections. The value of the assets, including forfeited assets minus the percentage owed to the Washington State Treasurer's Office, of the task force shall be determined by using commonly accepted methods of valuation. Assets that are not fixtures may be purchased by any participating Party at the asset's fair market value upon termination. If two or more participating Parties desire an asset, then an auction shall take place for that asset. Any real estate, fixtures, or structures owned by the task force may be purchased by participating Parties. If more than one Party desires to purchase the realty and structures, then an auction shall take place. Two or more participating Parties may join in any purchase. Any property not sold shall be declared surplus to the executive board and disposed of pursuant to State law for disposition of surplus property.

The proceeds from the sale or disposition of the property of the task force, after payment of any and all costs of sale or debts of the agency, shall be distributed to those Parties remaining in the task force at the time of dissolution in proportion to the city's or county's percentage of participation, performance, and overall contribution to the task force as of the date of dissolution.

Any termination agreement shall be in compliance with Washington State

Department of Commerce policies.

X. **Compliance with the Law**

The task force shall comply with all Federal, State, and local laws affecting the task force.

XI. **Arbitration**

Any dispute between the Parties concerning the application of or violation of the express terms of this Agreement shall be resolved through arbitration. For purposes of arbitration, each Party shall attempt to agree on a neutral arbitrator. If the Parties cannot agree on an arbitrator, they will request a list of no less than five arbitrators from the American Arbitration Association. The Parties shall then alternately strike names to pick an arbitrator (first strike shall be determined by the toss of a coin). The arbitrator shall be requested to render his or her decision within thirty (30) days of the close of the hearing or receipt of post-hearing briefs.

The arbitrator's award will be final and binding on all Parties, provided however, that no authority is granted to the arbitrator to alter, modify, add to or delete any terms of this Agreement.

The arbitrator's fees and expenses shall be paid by the losing Party. Each Party shall be responsible for payment of all fees and expenses related to the presentation of this case.

The arbitrator shall be governed by the statutes of the State of Washington and court decisions governing such procedures.

XII. **Filing**

Upon execution hereof, this Agreement shall be filed with the City Clerk of the City of Wenatchee, City Clerk of the City of East Wenatchee, the Chief Civil Deputy for Chelan County Sheriff's Office, and the Administrative Assistant for Douglas County Sheriff's Office.

XIII. **Severability**

If any part, paragraph, section, or provision of the Agreement is held to be invalid by any court of competent jurisdiction in the State of Washington, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

XIV. **Municipal Authorization**

This Agreement shall be executed on behalf of each participating Party by its duly authorized representative and pursuant to an appropriate motion, resolution, directive, or ordinance of each participating Party. This Agreement shall be deemed adopted upon the date of execution by the last so authorized representative.

XV. **Alterations**

This Agreement may be modified, amended, or altered by agreement of all participating Parties, and such alteration, amendment, or modification shall be effective when reduced to writing and executed in a manner provided for in paragraph XIV above.

XVI. **Records**

The task force and/or the lead agency shall maintain all business records related to the task force. Upon dissolution of the task force, such records shall be kept and maintained by the lead agency. These records shall be available for full inspection and copying by each participating Party.

All original reports, statements, and other documentation shall be filed and maintained by the lead agency.

Copies of all case files shall be made available to the venue agency and/or the employing agency.

Property and evidence shall be maintained by the lead agency.

CHELAN COUNTY

Approved this _____ day of _____, 2020.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, COMMISSIONER

ATTEST: CARLYE BAITY

BOB BUGERT, COMMISSIONER

Clerk of the Board

TIFFANY GERING, COMMISSIONER

APPROVED AS TO FORM:

ROBERT SEALBY
CHELAN COUNTY PROSECUTOR

CITY OF WENATCHEE

Approved this _____ day of _____, 2020.

FRANK KUNTZ, MAYOR

ATTEST: TAMMY L STANGER,

City Clerk

CITY OF EAST WENATCHEE

Approved this _____ day of _____, 2020.

JERRILEA CRAWFORD, MAYOR

ATTEST: MARIA HOLMAN

City Clerk

DOUGLAS COUNTY

Approved this _____ day of _____, 2020.

BOARD OF DOUGLAS COUNTY COMMISSIONERS

DAN SUTTON, COMMISSIONER

ATTEST: TIANA ROWLAND

KYLE STEINBURG, COMMISSIONER

Clerk of the Board

MARC STRAUB, COMMISSIONER

APPROVED AS TO FORM:

GORDON EDGAR
DOUGLAS COUNTY PROSECUTOR

**INTERLOCAL COOPERATIVE AGREEMENT
COLUMBIA RIVER DRUG TASK FORCE**

**BASIS FOR GRANT DISTRIBUTIONS
ATTACHMENT A**

All Parties may request payment from grant balances at the Columbia River Drug Task Force once a quarter. At least annually, an allocation budget for grant funds will be provided to Parties, outlining their quarterly budget, using the following allocation basis:

1. Cover all salary costs for the Administrative Assistant/Analyst.
2. To the extent available, remaining grant balances will be applied ratably to salary and benefits for the employees of the Chelan County Sheriff's Office, Douglas County Sheriff's Office, Wenatchee Police Department, East Wenatchee Police Department, Chelan County Prosecuting Attorney's Office, and Douglas County Prosecuting Attorney's Office, i.e. sergeant, detectives, and prosecuting attorney(s), participating on the task force.
3. Before being eligible to ratably share in current and future grant awards, the County of Douglas shall return the equivalent of \$43,838.09 in salary and benefits for their detective assigned to the Columbia River Drug Task Force. This is the amount County of Douglas received from the Columbia River Drug Task Force account when they withdrew as a task force member in 2005.

Supplanting Rule: Note that to avoid "Supplanting" local Parties must not apply their budgeted grant funds in a manner that requires them to spend less funds in current year on Task Force activities than they have in the past and/or have budgeted to spend if budget is higher than past expenditures. Supplanting would be a direct violation of regulations governing grant funds.

***Amended and Accepted by Columbia River Drug Task Force Executive Board
__05/20/2021__***

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: July 8, 2021

I. SUBJECT

Inter-Local Agreement with the County of Chelan for Construction of the Knowles Road Sanitary Sewer Extension, CPN 1908

II. ACTION REQUESTED

Staff recommends that the City Council approve the Inter-Local Agreement between the City of Wenatchee and Chelan County for the construction of the Knowles Road Sanitary Sewer Improvements and authorize the mayor to sign the Agreement.

III. OVERVIEW

The Knowles Road Sanitary Sewer Improvements project will install new sewer main lines and side sewers within the new Knowles Road alignment west from the School Street intersection north to American Fruit Road. The sewer line installation is to be performed as part of the County-led roadway reconstruction project. The County will be installing a storm drain system, sidewalk, curb and gutter. The Chelan County PUD will also be replacing segments of their water distribution network at the same time. For efficiency of construction and in an effort to reduce costs to the City and PUD as well as impacts to the neighborhood, construction of these improvements is planned to be included in the County project.

The City will be providing the Chelan County Public Works Department with design drawings to be incorporated into its construction plans, specifications, and contract documents. A separate bid schedule will be generated with an itemized bid tabulation for the sanitary sewer construction costs along with sales tax and testing expenses. As part of the Agreement, the City will reimburse Chelan County the City for the actual construction costs for the City Sewer improvements.

IV. FISCAL IMPACT

Approval of the Inter-local Agreement will not affect the project budget.

V. PROPOSED PROJECT SCHEDULE

Construction of the Knowles Road sewer is expected to occur in the spring / summer of 2022. Installation of downstream infrastructure is anticipated to be constructed in the fall of 2021 at the end of irrigation season by a separate project.

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

VI. REFERENCE(S)

Inter-local Agreement

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk

Laura Merrill, Executive Services Director

Brad Posenjak, Finance Director

Rob Jammerman, Public Works Director

Gary Owen, City Engineer

Natalie Thresher, Financial Analyst

Return Address:

Penny Goehner
Chelan County Public Works
316 Washington Street, Suite 402
Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.	
Document Title:	INTERLOCAL AGREEMENT FOR CONSTRUCTION OF KNOWLES ROAD SANITARY SEWER IMPROVEMENTS, CITY PROJECT NO. 1908
Grantor (s):	CHELAN COUNTY
Grantee(s):	CITY OF WENATCHEE
Legal Description:	N/A
Assessor's Tax Parcel ID:	N/A
Filed with the Auditor pursuant to RCW 39.34.040	

**INTERLOCAL AGREEMENT
BETWEEN - CHELAN COUNTY AND CITY OF WENATCHEE**

This Agreement is entered into between Chelan County (County) and the City of Wenatchee (the City) collectively referred to herein as "Parties" or individually as a "Party", pursuant to the Interlocal Cooperation Act, Chapter 39.34, RCW; and

WHEREAS, the City has needs related to the repair, upgrade and construction of sewer facilities (Facilities) associated with the Knowles Road Project Phase II, County Road Project No.725 (CRP725); and

WHEREAS, there are significant benefits for the County, the City and members of the public provided by the appropriate design, construction and installation of the Facilities; and

WHEREAS, the City agrees to be obligated for the cost of its Facilities for the City Project described herein; and

WHEREAS, the County and the City are interested in cooperating to facilitate the design, construction, and installation of the Facilities to serve mutual interests of the County and the City; and

WHEREAS, the Parties desire to establish a procedure and standard terms and conditions for the performance of the scope of work;

Now, therefore, in consideration for their mutual covenants, conditions and consideration, it is agreed between the County and the City as follows:

1. **DESIGN AND DESIGN APPROVAL:** Design of the Facilities will be completed by the City. The City will submit to the County, plans, specifications, and cost estimates, for the Facilities for review by the County. Upon approval of the design by the Parties, the County will incorporate the Facilities design into CRP 725. The Parties agree that the City shall bear the costs to design the Facilities.
2. **RIGHTS OF WAY:** The County has acquired right of way for CRP 725.
3. **PROPERTY ACQUISITION:** In the event the City requires temporary construction easements or permits to complete its Facilities, the City shall negotiate, acquire and pay for the identified property rights in accordance with Federal regulations. The City shall submit copies of associated right of way documentation, including diaries and commitment letters to the County for their records.
4. **ENVIRONMENTAL PERMITTING:** The County has acquired the necessary environmental documents and permitting for CRP 725. In the event the City requires additional environmental permits to complete its Facilities, the City shall obtain these permits in accordance with Federal regulations. The City shall submit copies of the environmental documentation and permits to the County for their records.
5. **CONSTRUCTION:** The County shall solicit and obtain a contractor for CRP 725. The contractor will construct the City's Facilities as a part of CRP 725. The County agrees to include the City project bid items as a separate bid schedule for construction by the contractor. The City shall reimburse the County for project construction costs associated with the Facilities. Reimbursement pursuant to this Agreement shall not exceed the following estimated costs without further written agreement between the Parties:

Construction costs (excluding WSST)	\$585,000
WSST (8.3%)	\$48,555
Construction testing	<u>\$10,000</u>
Total:	\$643,555

- a. County Obligations. The County shall administer the construction contract, including:
 - (i) Scheduling the construction work;
 - (ii) Disburse payments to the project contractor;
 - (iii) Administer change orders subject to City's approval in advance as it relates to the Facilities and the City's costs therefor;
 - (iv) Perform or cause to be performed construction-related materials testing activities.

- b. City Obligations. The City shall:
 - (i) Review change order requests in a reasonable time period and provide reimbursement of project costs for the Facilities in accordance with paragraph 6 below; and
 - (ii) Promptly review work performed on the Facilities when requested and otherwise as it determines prudent and provide input on design or constructions issues if they arise; and
 - (iii) Promptly review the work performed on the Facilities when substantially complete and provide punch list items required to be completed prior to final acceptance of the Facilities; and
 - (iv) Promptly notify the County of the City's final acceptance of the work on the Facilities when the work is finally complete; and
 - (v) Provide a City inspector to perform inspection duties during construction activities associated with the City Facilities in cooperation with the County inspector.

6. FUNDING: The City and the County shall fund the Project as follows:

The City shall pay to the County the direct costs of construction of the City Facilities within 30 days of receipt of a correct invoice from the County relating to the work associated with the Facilities represented by the invoice that has been completed in accordance with the contract specifications and accepted by the City. Any payment past due shall accrue interest at the rate of twelve (12%) percent per annum until the outstanding balanced of the past due principal and interest is paid.

7. OWNERSHIP:

Upon completion of the Facilities, provision of as-built record drawings, and final approval of construction by the Parties, all sewer Facilities shall be owned and maintained by the City in accordance with the most recent franchise agreement with the County to maintain the sewer Facilities located outside of the City limits. All other improvements outside of the City limits shall be owned and maintained by the County.

8. PARTIES: There are no additional parties intended to be benefited under this Agreement. There are no other agreements or representation, written or oral, concerning the subject matter of this Agreement.

9. VENUE: This Agreement shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this Agreement shall be Chelan County Superior Court except as set forth in paragraph 25 herein, DISPUTE RESOLUTION.

10. MUTUAL COOPERATION: The Parties agree to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of this Agreement.

11. DEFAULT: Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees of any Party, or any other cause beyond the reasonable control of the Party affected thereby. However, each Party shall utilize its best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance.

12. ENFORCEABILITY: This Agreement will be enforced to the fullest extent permitted by applicable law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such as invalidity, illegality or unenforceability shall not affect any other terms or provisions of this Agreement, which shall remain in full force and affect.

13. DURATION: This Agreement shall take effect upon execution of the Agreement by both the County and the City. This Agreement will remain in effect until all obligations established in this Agreement are completed and terminate upon the Completion Date of the construction contract, the final approval of the Improvements by both Parties, and the final payment by the City to the County pursuant to paragraph 6 herein.

14. NO LEGAL/ADMINISTRATIVE ENTITY CREATED: No separate legal or administrative entity is created by or pursuant to this Agreement.

15. INDEMNIFICATION/DEFENSE/HOLD HARMLESS: The County will protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the actions of the County related to the performance of this Agreement by the County, except for costs, claims, judgments, and awards of damage for injuries or damages arising out of or in any way resulting from negligent acts or omissions of the City.

The City will protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the actions of the City related to the performance of this Agreement by the City, except for costs, claims, judgments, and awards of damage for injuries or damages arising out of or in any way resulting from negligent acts or omissions of the County.

16. NO ASSIGNMENT: The Parties shall not assign this Agreement or any interest, obligation or duty herein without the express written consent of the other Party.

17. NOTICES: All notices and payments hereunder shall be sent or delivered to the following respective address:

CHELAN COUNTY PUBLIC WORKS
Attention: Administrative Coordinator
316 Washington Street, Suite 402
Wenatchee, WA 98801
509-667-6415

CITY OF WENATCHEE
Attention: FINANCIAL ANALYST
1350 McKittrick St. PO Box 519
Wenatchee, WA 98807-0519

or to such other respective addresses as either Party may hereafter designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to be given on the second business day following the date of mailing. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

- 18. AUTHORITY:** Both Parties represent that by appropriate action by their respective governing bodies, they are authorized to enter into this Agreement and have financial approval for payments specific herein.
- 19. NON-DISCRIMINATION POLICY:** The County and the City shall not discriminate in the performance of this Agreement based on race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, military or veteran status, the presence of any physical, mental or sensory disability, or any other status protected by law.
- 20. EMPLOYEE STATUS:** Employees of the County are and will remain employees of the County. City of Wenatchee employees are and will remain City of Wenatchee employees.
- 21. AMENDMENT:** The County and the City may mutually amend this Agreement. Such amendments shall not be binding unless the amendments are in writing and are signed by personnel authorized to bind the County and the City.
- 22. INTEGRATION CLAUSE:** This Agreement contains the entire agreement of the Parties with respect to the Knowles Road Phase II Project to which it pertains. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements either oral or written, between the Parties.
- 23. TERMINATION CLAUSE:** Either Party may terminate this Agreement by giving the other Party at least thirty (30) days' advance written notice. This Agreement may also be terminated at any time by mutual agreement, in writing, between the Parties. If a Party determines it necessary to terminate the project construction for any reason, and due to no fault of the other Party, then the terminating Party shall be liable for its proportional share of the costs incurred or obligated or any additional costs arising from the decision to terminate the project.
- 24. PROPERTY/EQUIPMENT/AND MAINTENANCE:** Upon termination of this Agreement, all property purchased by the County in furtherance of this Agreement shall remain property of the County and all property purchased by Wenatchee shall remain property of the City. All property shall be returned to its owner upon termination of this Agreement.

25. DISPUTE RESOLUTION: In the even that a dispute arises under this agreement which cannot be resolved through negotiation, the Parties agree to resolve such dispute in the following manner: The County and the City will each individually appoint one person to a Dispute Board and jointly appoint a third person. The Dispute Board will evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board will be final and binding on the Parties thereto. The County shall pay the costs of the person it appoints to the Dispute Board and the City shall pay the costs of the person it appoints to the Dispute Board. The Parties shall equally share the costs of the third person appointed to the Dispute Board and all other Dispute Board costs and fees.

26. FILING: After adoption by the Parties, this Agreement will be recorded with the Chelan County Auditor's Office.

27. EFFECTIVE DATE: This Agreement will take effect when executed by the Parties and will continue until terminated as provided in paragraph 13 or 23 herein.

Dated this _____ day of _____, 2021.

CITY OF WENATCHEE

FRANK KUNTZ, Mayor

APPROVED AS TO FORM

Dated: _____

Dated this _____ and in _____ day of _____ 2021.

**CHELAN COUNTY
BOARD OF COUNTY COMMISSIONERS**

BOB BUGERT, Chairman

KEVIN OVERBAY, Commissioner

TIFFANY GERING, Commissioner

ATTEST: CARLYE BAITY

Clerk of the Board

Dated: _____

APPROVED AS TO FORM

ROBERT W. SEALBY
Deputy Prosecuting Attorney

Dated: _____



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Jake Lewing, Project Engineer
Public Works Department

MEETING DATE: July 8, 2021

I. SUBJECT

City Project 2005.03 – Washington Street Traffic Calming
Authorization to Award Construction Contract

II. ACTION REQUESTED

Staff recommends that the City Council award the construction contract for the Washington Street Traffic Calming to the lowest responsible bidder and authorize the Mayor to sign the construction contract documents.

III. OVERVIEW

The City was awarded a TIB Complete Streets grant in 2019 for pedestrian and traffic safety enhancement projects throughout Wenatchee totaling \$700,000. Traffic calming, signing, and striping enhancements on Washington Street between King Street and Orondo Avenue were included in the work plan.

Several options for traffic calming were considered in the Washington Street courthouse campus corridor including bulb-outs, speed humps, median islands, and a raised intersection. With the concurrence of Chelan County, a raised intersection was selected as the preferred treatment at Douglas St, as well as an all way stop at the Washington/Buchanan/King intersection.

IV. FISCAL IMPACT

The project will be funded by the TIB Complete Streets grant. In addition, Chelan County is contributing \$45,000 to the construction of the raised intersection.

Staff intends to present bid results to the Finance Committee prior to the City Council meeting.

V. PROPOSED PROJECT SCHEDULE

Bids will be opened on July 7, 2021. The construction contract includes 35 working days. Notice to Proceed is expected to be given by the end of July or early August. Depending on material procurement, work is expected to be completed by the end of September.

VI. ADMINISTRATIVE ROUTING

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



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: June 24, 2021

I. SUBJECT

Lincoln Park Pump Park Construction Contract Award

II. ACTION REQUESTED

Motion to authorize the Mayor to sign a standard construction agreement with the Evergreen Mountain Bike Alliance in the amount of \$181,448.88 for the construction of the Lincoln Park Pump Park Project.

III. OVERVIEW

The Lincoln Park Renovation Project began in 2015 and has been discussed previously at multiple meetings. The February 2018 work session provided a good overview of the project background and elements including play area, splash pad, stage, restrooms, soccer/lacrosse field, parking and other items. A short PowerPoint will be presented at the meeting for context. At that time, the planning level construction estimate for the total project was \$2.3 million. Following the completion of project engineering and with project changes, the total budget is now estimated at \$3.4 million. Multiple grants and donations have been secured for the project.

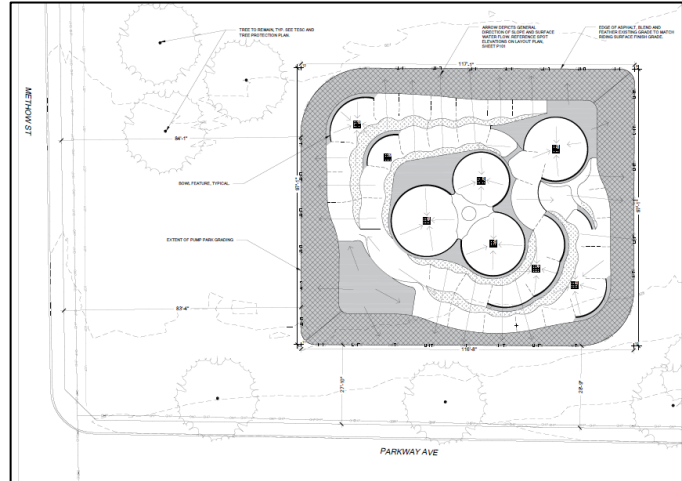
One specialized element of the project is the construction of a BMX Pump Park. As the overall project was refined, the pump park element was discussed further by staff, Mayor and Committees/Commission. Following this, decision was made to modify the pump park design from a dirt to paved park. The location was also shifted from the NW corner of the park to the SW corner to reduce the potential for ground settling and also move this active use element further away from the busy intersection. The paved park, although with a higher initial construction cost, will provide a better opportunity for multiple uses and also reduce long term operational costs. Final engineering of the pump park commenced in 2020 and bid documents were finalized in June 2021.



As the pump park is a small, specialized item, bid documents were prepared and on June 4, 2021 a small works roster bid solicitation was sent out to 220 companies on the list. Bids were due on June 23, 2021 at 2:00pm. 1 bid was received by the deadline.

The bid was reviewed by Pacific Engineering. The bids were:

From this, Evergreen Mountain Bike Alliance is recommended for selection for the construction project as they were the lowest responsible bidder.



The selection was reviewed by Pacific Engineering, staff, the Finance Committee and Public Works Committee and is recommended for approval.

IV. FISCAL IMPACT

Original dirt park planning level estimate: \$8,500 for materials with volunteer labor.

Preliminary paved track engineering estimate: \$143,300.

Final paved track engineering estimate: \$215,000.

Low bid contract total: \$181,448.88

Funding for the project is through the RCO WWRP Grant for Lincoln Park.

V. PROPOSED PROJECT SCHEDULE

Construction would commence this summer with completion by October. The remainder of the park construction project is anticipated to go to bid this Winter with construction in Spring/Summer next year.

VI. REFERENCE(S)

1. Evergreen Mountain Bike Alliance Bid Submittal.

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk

Laura Merrill, Executive Services Director

Brad Posenjak, Finance Director



June 24, 2021

Dave Erickson, Director
City of Wenatchee Parks, Recreation & Cultural Services Department
1350 McKittrick Street, Suite B
Wenatchee, WA 98801

PROJECT: Lincoln Park Pump Park

SUBJECT: Bid Results and Award

Dear Dave,

The following bid was received Wednesday, June 23, 2021, for the above referenced project:

Bidder	Base Bid Amount	WSST	Contract Amount
Evergreen Mountain Bike Alliance*	\$167,080.00	\$14,368.88	\$181,448.88

*Bid Irregularity

The apparent lowest bidder is Evergreen Mountain Bike Alliance. The low bid contained an irregularity that has been deemed immaterial and therefore waived. As stated on page 4 within the bid documents, the City of Wenatchee reserves the right to reject any or all bids, waive technicalities or irregularities and to accept any bid if such action is believed to be in the best interest of the City.

Award recommendation is to tender a contract with Evergreen Mountain Bike Alliance. The apparent low bidder has committed to a cash-match to offset construction costs as well as proposing additional value engineering solutions that may potentially reduce the final contract amount. These items should be negotiated following City Council approval to award and prior to contract execution.

If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

Kara Raftery
Funding Specialist, Project Administrator

Attachments



City of Wenatchee
Parks Department
PO Box 519
1350 McKittrick Street, Suite B Wenatchee, WA 98807

June 22, 2021

Attn: David Erickson, Parks, Recreation and Cultural Services Director
Submitted via email to: derickson@wenatcheewa.gov
RE: Lincoln Park Pump Park Construction Bid, Project No. PK2006C1

Dear Mr. Erickson,

Thank you for the opportunity to submit a bid to construct a new pump track at Lincoln Park. We are excited about the project and have experienced crew and volunteers at the ready to help the City of Wenatchee Parks Department bring this project to reality.

The Evergreen Mountain Bike Alliance Evergreen creates and protects sustainable mountain biking opportunities in Washington. We are the nation's largest statewide mountain bike organization with 8 chapters, over 8,000 members and more than 60,000 social media fans and supporters statewide. We are dedicated to trail building and maintenance, as well as volunteerism, education, advocacy, and youth participation.

In the past decade, Evergreen has built more than 200 miles of mountain bike trail and successfully designed and/or built 10+ pump tracks and skills parks across the state, from Sammamish, to Ellensburg, Poulsbo, Spokane, Skykomish, Vashon Island, North Bend, Tacoma, Darrington and East Wenatchee. We look forward to working with the City of Wenatchee to bring a new mountain bike skill building resource online right in town!

For this project, we commit to a cash-match of \$10,000 to help offset City costs with donations from Evergreen members. We also commit volunteer hours from our dedicated and experienced volunteer community to assist the City and deliver a truly community-supported recreation resource. These discounts are reflected in our bid.

Due to the drainage design requirements, our bid came in higher than anticipated. We would like to request the opportunity to value engineer this component of the track, as we believe we could achieve significant cost savings through a simpler yet effective drainage solution. We also would like to discuss the bid document reference to industry standards, which do not exist for pump tracks, and request clarification on which standards to apply. Value engineering may also open the opportunity to request a Bond waiver, in case the project is less than \$150,000. In the mean-time, we commit to our bid as is, without modifications.

We look forward to discussing our bid details with you and/or answer any questions you may have. Please contact me anytime at the number below.

Sincerely,

A handwritten signature in black ink, appearing to read "Yvonne Kraus", written over a horizontal line.

Yvonne Kraus, Executive Director
206.450.3261



Parks Department
PO Box 519
1350 McKittrick Street, Suite B
Wenatchee, WA 98807

**REQUEST FOR BIDS
SMALL WORKS ROSTER**

Lincoln Park Pump Park
Project No. PK2006C1

Bids are due by 2:00pm, Wednesday, June 23, 2021
Prevailing Wages Are Required To Be Paid

Please examine the enclosed sample contract documents and contract specifications carefully so that you will be familiar with the requirements of the Small Works Contract.

PROJECT - Lincoln Park Pump Park, Project No. PK2006C1

Summarized Description of Work

- Approximately 117' x 91' freestyle pump park,
- Asphalt surfacing,
- Precast concrete catch basin for storm drainage.

Project Location

1410 South Mission Street – Lincoln Park, the Pump Park will be located in the southwest corner of the park near the intersection of Methow Street and Parkway Avenue.

Site Visit

There is no site visit scheduled for this project.

CITY OF WENATCHEE SMALL WORKS ROSTER GENERAL CONDITIONS

The following General Conditions are made part of the Contract with the City of Wenatchee (“City”) and the Contractors for Small Works Roster projects awarded by the City.

Warranty

The Contractor warrants to the City the work and all component parts thereof provided for under a contract (the “Contract”) for a Project (the “Work”), shall perform and operate for the purpose(s) specified, shall be new and free from defects in material and workmanship, shall meet all applicable specifications, including those relating to performance contained in the Contract, and that the Work shall be performed in a competent manner in accordance with accepted professional standards. The foregoing warranties shall apply to defects or deficiencies occurring within a period of one (1) year from the date of final acceptance of the Work.

If the Work does not meet the warranties specified above, the Contractor, within a reasonable time after receipt of written notice from the City, shall correct any defect so specified, at the Contractor’s cost. In the event the Contractor fails to remedy any such defect in a timely manner, the City may undertake such

remedy as it deems reasonably necessary and the Contractor shall bear all costs reasonably associated with said remedial action by the City.

Neither the final payment, nor partial or entire use of the Work by the City, shall relieve the Contractor of liability with respect of the warranties referred to in this contract or any other warranties expressed or implied. The warranty provided herein is in addition to, and not in lieu of, any other guarantee and/or warranties, rights or remedies and shall not in any way limit the same.

Assumption of Liability

The Contractor will indemnify and hold harmless the City and any and all of the City's officers' principals, agents and employees, from any liability, loss, damage, cost, charge or expense, whether direct or indirect and whether occasioned by injury or loss to persons or property, to which the City or said other indemnity may be put or subject by reason of any act, action, neglect, omission, or default by the Contractor or any of the Contractor's or subcontractor's officers, principals, agents or employees, arising from or relating to the Work, specifically including any liability or alleged liability of any indemnities that may arise from injury or loss suffered by any employee of the Contractor or any subcontractor regardless of any immunity provided by the Washington Industrial Insurance Act, RCW Title 51, or any other applicable law. This section shall not apply where such injury or loss is solely caused by the negligence of the indemnities. With regard to any claim based on the concurrent negligence of the Contractor, and the Contractor's agents or employees, and the City, the Contractor's liability under this section shall apply to the full extent of the negligence of the Contractor, and the Contractor's agents or employees.

Subcontracts

The Contractor shall provide names of any subcontractor used for this "Work."

Assignment

The Contractor shall not assign the rights under this project contract for the Work or any part thereof without the advanced written approval of the City.

Time for Completion

The Contractor shall complete the work to the reasonable satisfaction of the City, free of all claims, liens and charges, within the contract time specified.

Conditions of Work

By submitting a proposal in response to the City's solution for quotations, the Contractor represents and warrants to the City that the Contractor has fully informed himself of all conditions relating to the Work involved for completing the Work. In prosecuting Work the Contractor shall employ such methods or means as will not interfere or interrupt the work of the City or its agents, employees or contractors.

The park contains newly planted trees and all protective efforts must be taken to ensure that the existing trees are not disturbed during construction.

Prevailing Wages

The Contractor, and its subcontractors, if any, shall fully comply with all applicable provisions of RCW Chapter 39.12, concerning payment of prevailing wages, including the filing and payment of fees for all required statements and affidavits. The Contractor shall also comply with all applicable provisions of WAC Chapter 296-127. Note changes made to WAC chapter 296-127-018 including coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials. The Contractor may also determine the prevailing wages in effect by contacting the Washington Department of Labor and Industries, ESAC Division, General Administration Building, Olympia, Washington 98504, (360) 902-5335.

Payment and Retainage

The City shall pay the Contractor on a monthly basis for all work and services satisfactorily completed during the preceding month. The city will retain 5% of each payment owed to the contractor in accordance with RCW 60.28 except as provided in RCW 60.28.11 (1)(b) relating to Federal Transportation Funding. Retainage will be released in accordance with RCW 60.28.011.

Payment and Performance Bond

The Contractor must provide the City with a payment and performance bond in the amount of the bid before the contractor will be issued a notice to proceed. The Payment and Performance Bond shall be in a form acceptable to the City. For contracts under \$150,000, the Contractor may ask the agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries, whichever is later.

Contractor's Responsibility

The Contractor will prosecute the Work in accordance with instructions, descriptions and/or plans and specifications provided by the City. The Contractor shall carry on the Work at his own risk until the same is fully completed and accepted, and shall, in the case of any accident, destruction or injury to the Work

Insurance

The Contractor shall, at its expense, provide for the payment of workers compensation benefits to their employees and/or to their dependents employed on or in connection with the Work, in accordance with the laws of the state of Washington. The Contractor shall also, at their expense, provide for minimum insurance coverage as follows: general liability in the amount of \$1,000,000 and employer's liability providing bodily injury and property damage liability in the amount of \$1,000,000. A certificate of insurance reflecting this coverage and amounts shall be provided to the City prior to the Contractor beginning the prosecution of the Work. This insurance shall be in effect prior to performing any Work under the Contract and shall remain in effect for the duration of the Work covered by the Notice to Proceed. Additional insurance requirements or conditions may be added to the order by addendum and the City, at its discretion, may require the Contractor to provide evidence of such insurance. These insurance requirements shall not be deemed to limit the Contractor's liability to the City or any third party.

Insurance Certificate

The successful contractor will be required to submit an updated insurance certificate, meeting the requirements specified in the general conditions, along with the signed contract. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30-day prior written notice to the Contracting Agency of any cancellation or reduction of coverage. All insurance coverage required by this section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms.

Safety

The Contractor and his subcontractors shall take all safety precautions and furnish and install the guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the Work including the COVID – 19 Safety Plan contained in Attachment E.

Applicable Law

Contractor shall comply with all applicable federal, state and local laws and regulations, which are deemed to be incorporated into this Contract. This Contract shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington. Venue of any action filed to enforce or interpret the provisions of this Contract shall be in Chelan County Superior Court. In the event of

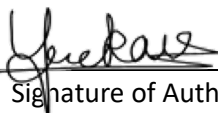
litigation to enforce the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief allowed.

Material Safety Sheets

The Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products.

THE CONTRACTOR, BY SIGNING THESE GENERAL CONDITIONS, AGREES TO THESE TERMS AND CONDITIONS. THIS CONTRACT DOCUMENT MUST BE SIGNED AND RETURNED TO THE CITY OF WENATCHEE WITH THE CONTRACTOR'S PROPOSAL FOR THIS WORK.

These General Conditions are agreed to by: Evergreen Mountain Bike Alliance
Company Name

By:  June 21, 2021
Signature of Authorized Representative Date

Bid Award

In addition to the quoted price, the contract for this project will be awarded to the lowest responsible bidder based on the bidder's ability, capacity and skill to perform the required work within the specified time, the quality of the bidder's performance of previous contracts or services and the bidder's compliance with laws relating to the contracts or services.

The City of Wenatchee shall issue a contract to the successful bidder. Work may proceed when the following conditions have been met:

- The contract has been fully executed by both parties
- A Certificate of Insurance has been found acceptable by the City
- A Contract Bond has been executed
- A Statement of Intent to Pay Prevailing Wages, approved by the State Department of Labor and Industries has been received from the Contractor and each and every Subcontractor

The City of Wenatchee reserves the right to reject any or all bids, waive technicalities or irregularities and to accept any bid if such action is believed to be in the best interest of the City.

ATTACHMENT A – PROPOSAL FORMS

BID PROPOSAL FORM

PROJECT - Lincoln Park Pump Park, Project No. PK2006C1

Item	Item Description	Unit	Quantity	Unit Price (Dollars)	Total Amount (Dollars)
1	Pump Park	LS	1	\$167,080	\$167,080.00

<i>Subtotal</i>	167,080.00
WSST (8.6%)	\$14,368.88
TOTAL BID	\$181,448.88

**An itemized bid proposal will be provided to the City by lowest responsible bidder following Notice of Award and prior to start of construction.*

SIGNATURE OF BIDDER

Name of Bidder: Evergreen Mountain Bike Alliance

Signature of Authorized Agent:  June 21, 2021
(Date)

Printed Name: Yvonne Kraus

Business Address: 249 Main Ave S. Suite 107 - 188. North Bend, WA 98045

Phone #: 206 - 450-3261

Contract State Registration No.: EVERGMB837P4

City of Wenatchee Business License No.: 601174939-001-0002

State Industrial Insurance No.: 082,675-00

Employment Security Department No.: 000-560489-00-6

Current UBI No.: 601-174-939

State Excise Tax Registration No.: 601-174-939

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

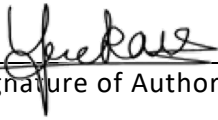
Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date July 10, 2018 the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Evergreen Mountain Bike Alliance

Bidder's Business Name



Signature of Authorized Official*

Yvonne Kraus

Printed Name

Executive Director

Title

June 23, 2021

Date

Seattle

City

WA

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation (501C3)

State of Incorporation, or if not a corporation, State where business entity was formed:

WASHINGTON

If a co-partnership, give firm name under which business is transacted:

* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.



Firm Profile

Evergreen Mountain Bike Alliance - 501c3 – not for profit

With 8 chapters and over 8,000 members, Evergreen Mountain Bike Alliance is the nation's largest statewide mountain bike organization. Internationally known for creating Colonnade and Duthie Hill mountain bike parks, Evergreen is dedicated to trail building and maintenance, advocacy and education – and making Washington the best place to ride. Our mission is to create, maintain, and protect sustainable mountain biking opportunities in WA State.

Nearly all of Evergreen's projects receive public funding and are completed using a mix of public funds and private donations. Evergreen has contracted with Cities, Counties, as well as State and Federal offices to build projects small and large, from community pump tracks and skill-building parks, to remote backcountry trail locations. We collaborate in public-private partnerships to build cost-effective and well-designed mountain bike trails, skill building facilities, and pump tracks for riders of all types and abilities. In addition, Evergreen offers youth camps, adult skill building clinics, volunteer trail and park maintenance work parties, as well as trail design consultation services.

Evergreen is by nature a design-build firm. We have designed and constructed over 200 miles of trail using USFS, IMBA, and our own custom trail design guidelines. Our crew attend three annual team training meetings, and we host our own Trail School trainings for volunteers and builders-in-training. The three key Evergreen build staff proposed for this project have all worked on previous pump tracks and have a successful track record of delivering successful projects to our public agency clients.

With the help of our 20+ trail crew, our members, and our dedicated volunteers, Evergreen has active trail building projects across the entire state and within a diverse range of land managers and agencies. Evergreen is run by Executive Director, Yvonne Kraus, and a 15-person statewide Board of Directors.



The Evergreen Trail Crew on a Team Training Day in North Bend, WA



Project Experience

Construction Experience

Evergreen has now construction more than 10 pump tracks (North Bend, Skykomish, Tacoma, Spokane, Poulsbo, Vashon Island, Peshastin, East Wenatchee, and 3 tracks at Duthie Hill in Issaquah.) We also completed several significant re-builds of skill building and jump lines at Duthie Hill and constructed small community skills parks for the City of Ellensburg and at Ski Hill in Leavenworth. Most of these tracks were dirt tracks. The paved track in East Wenatchee was Evergreen's first paved track.

- No claims have been made in any of our projects, not to Evergreen or from Evergreen to its clients.
- We know how to manage our trail building projects and have perfected construction management in the past 10 years as we have grown our team. On nearly all projects, we have completed on time or ahead of time, except in cases of prolonged inclement weather, snow, or forest fires.
- We coordinate closely with the project owner throughout the process, and complete City staff reviews and training at periodic milestones throughout the project.
- Nearly all of Evergreen's projects receive public funding and are completed using a mix of public funds and private donations. Evergreen has contracted with cities, counties, and state offices to build projects small to large, from centrally-located pump tracks to skill-building parks, to remote high-country trail locations. We have developed strong relationships with public agencies in parks and natural resources statewide, to collaborate on building cost-effective and well-designed trails, which leverage community volunteer hours and financial contributions to best leverage the public dollar.
- Evergreen prides itself in these strong relationships, which have delivered many new miles of trail for mountain bikers statewide in recent years. Examples of current and past projects follow on the next page. Additional detail can be found on the project pages of our website: www.evergreenmtb.org.

Key Project Staff

Key Evergreen staff and community leaders include **Mike Westra, Shawn Lorenz, Brian Tustison, James Munly, and Ian Woodford**. As Evergreen's Trails Director, Mike will help guide project management and direct the project team in final project delivery. **Shawn Lorentz** will serve as Construction Crew Lead to build the track and oversee the work of Evergreen's volunteers. **Brian Tustison and James Munly** will assist Shawn in track construction and as equipment operator. **Ian Woodford** will serve the role of local project coordinator and volunteer engagement lead. Resumes of lead operators, Shawn and Brian are included in this bid proposal.


PROJECT DESCRIPTION FORM - Project Example 1

<p>Project Name</p> <p>Eastmont Pump Track</p>	<p>Project Size (Square Feet)</p> <p>11,000</p>	<p>Date Completed</p> <p>June 2020</p>
<p>Project Owner</p> <p>Eastmont Metropolitan Parks District</p>  	<p>Description of Project</p> <p>The 11,000 square feet paved and self-draining Eastmont Pump Track was designed in 2019 and constructed in record time in spring 2020, within the constraints of Covid-19 restrictions.</p> <p>Our project team navigated construction crews, volunteers, and materials delivery scheduling in a detailed, safe, and streamlined manner, following Covid protocols, to complete the track despite all the limitations imposed due to the pandemic.</p> <p>With the help of community contributions in cash, volunteer work, and material donations, Evergreen delivered this track within a fast-paced 6 week construction window. Using a proprietary asphalt mix and all-abilities design, this park has been a gem in the Eastmont neighborhood and enjoys daily use by youth and adults of all ages, on bikes, roller skates, skateboards, scooters, and more.</p> <p>Project Design & Construction Cost: \$79,387.44 <i>(Excludes Evergreen donations in materials and volunteer labor)</i></p> <p>Project Team Members: Shawn Lorenz, Lead Designer/Builder Travis Hornby, Project Manager</p> <p>Client Reference: Sully Brawley, Executive Director Eastmont Metropolitan Parks District Phone: 509-884-8015 Email: brawley@eastmontparks.com</p>	

PROJECT DESCRIPTION FORM - Project Example 2

Project Name	Project Size (Square Feet)	Date Completed
<p>Torguson Pump Track Design and Construction</p> <p>Si View Parks District</p>   	<p>Project Size (Square Feet) 35,000</p> <p>Description of Project Collaborating with the Watershed Company, Davido Group and Rodarte Construction, Evergreen led both pump track design and construction of this large and popular dirt pump track with jump lines, located in downtown North Bend.</p> <p>The 35,000 sq. ft. bike park replaced an old user-built BMX course with an all-abilities track offering both advanced and novice ride features. The facility includes both advanced BMX-style jumps and a “striders track” for very young kids learning how to ride with sufficient space for adults to walk along and assist.</p> <p>Design elements were based on historic BMX use on the site, offering a challenging and engaging pump track course, and catering to riders of all ages and abilities. Specific design objectives centered around select criteria and community wishes: target rider age range, skill level range, style preferences, speed and progression objectives, ingress/egress, aesthetics, and general community input. Corner height, radius and bank angles, roller height and length, roller height-to-spacing ratios, roller jump-ability, transfers, soil type, soil angle, drainage, usage expectations, and ongoing maintenance needs were all meticulously detailed to ensure best possible rider enjoyment and long-term benefit to Si View Metropolitan Parks.</p> <p>The Pump track was designed and built over the course of 2 years and addressed a challenging floodplain setting, adjacent to a wetland. It included 9,300 sq. ft. of wetland buffers and a 3,200 sq. ft. rain garden to receive storm water runoff.</p> <p>Project Design Cost: \$8,218.44 <i>(Evergreen design portion only)</i> Project Construction Cost: \$60,199.00</p> <p>Project Team Members: Shawn Lorenz, Lead Designer/Builder Brian Tustison, Project Crew</p> <p>Client Reference: Travis Strombaugh, Executive Director Si View Metro Parks Phone: 425-831-1900 Email: Tstombaugh@siviewpark.org</p>	<p>Date Completed June 2018</p>

PROJECT DESCRIPTION FORM - Project Example 3

Project Name	Project Size (Square Feet)	Date Completed
<p>Duthie Hill Mountain Bike Park Pump Tracks Design, Construction, and Maintenance</p>	<p>12,000+ for all three tracks</p>	<p>2011</p>
<p>Project Owner</p> <p>King County Department of Parks and Natural Resources</p>  	<p>Description of Project</p> <p>Evergreen designed, built and maintains 3 pump tracks within Duthie Hill Mountain Bike Park on the Sammamish Plateau near Issaquah, WA. Duthie Hill Mountain Bike Park.</p> <p>Duthie Hill is an award-winning and innovative 130-acre bike park on the Sammamish Plateau that includes three pump tracks, and 8+ miles of cross country and free-ride trails, a community shelter, a kids' biking area, and more. Trail users range from tots on push bikes and first-time riders to expert mountain bikers.</p> <p>Evergreen team members and volunteers were responsible for all trail and feature design and construction. Now a decade old, the park continues to be incredibly popular and well-loved. Evergreen maintains the park year-round, alongside King County Parks staff. Our staff have developed strong relationships to ensure this popular park is maintained at low cost to the County, to high standards, and to withstand increasing use year over year, currently estimated at 180,000 riders/year.</p> <p>Project Design & Construction Cost: \$300,000 (includes Evergreen donations in cash, materials and volunteer labor)</p> <p>Project Team Members: Mike Westra, Trails Director</p> <p>Client Reference: Butch Lovelace, Project Manager King County Parks and Natural Resources</p> <p>Phone: (206) 747.8083 Email: butch.lovelace@kingcounty.gov</p>	



Brian Tustison

Crew Lead, Evergreen Mountain Bike Alliance



PROFESSIONAL EXPERIENCE

6 years

EDUCATION

Associates Degree
Pierce College 2006

RELEVANT SKILLS

- Pump Track/Skills Park Design
- Project Management
- Heavy Equipment Operation
- Volunteer Coordination and Work Party Oversight

Brian joined Evergreen in 2015 as lead trail builder and volunteer work party coordinator at Swan Creek Park in Tacoma. Under his vision and leadership, Swan Creek has become the leading mountain bike skills area in the greater Tacoma region, with 4+ miles of mountain bike trails and a new pump track. Brian and the Tacoma Metropolitan Parks District have received recognition and awards for excellence in design in this innovative bike park, which turned an underutilized park into a much-loved community gem.

Brian's skillset extends from trail building into creative and visionary design that appeals to riders of all types and ages. Brian expertly mixes flow trails of varying difficulty with playfill skill building features to encourage progression. He's an experienced machine operator and is equally proficient in machine and hand-built trails. Brian excels at volunteer engagement and mobilizes the mountain bike community for work parties as well as advocacy issues.

RELEVANT EXPERIENCE

Swan Creek Park & Pump Track – Tacoma, WA. Brian oversees all new trail building and trail maintenance needs for the Swan Creek mountain bike trails. You'll find Brian leading volunteer work parties, operating the excavator, and maintaining the dirt pump track that he designed and built for Metro Parks Tacoma. He keeps trails in their best possible riding shape and builds high performing and well draining new trails with high entertainment and skill building value, for beginner to expert riders. Brian's work has been so effective that he has managed an annual maintenance agreement with Metro Parks Tacoma for the past 5 years.

Eastmont Pump Track – Wenatchee, WA. Brian assisted the lead designer, PM, and Central chapter staff to build this fully paved pump track in the City of East Wenatchee. From overseeing staff, to shaping the track for symmetry, to placing and compacting asphalt, Brian's help was crucial to delivering this track in record time – less than 4 months from start to finish and a construction window of less than a month! Within a day of opening, this track started crawling with kids, and the Eastmont Metropolitan Parks District could not be happier with their community investment and the value of Evergreen's expertise and contributions.

Torgusen Pump Track – North Bend, WA. Brian helped build this large and highly popular dirt pump track and dirt jump line facility in downtown North Bend. Being a master equipment operator, Brian helped prepare and grade the site, shape the track features, and assisted with volunteer work party oversight. His expertise was crucial to Evergreen's successful delivery of this project.

Green Mountain – Bremerton, WA. Concept Development

Brian assisted the project team and land managers in a trail planning concept plan that included a comprehensive look at both formal and informal existing trails, user patterns, and community wishes for a built-out trail system for mountain bike use. He has worked to ensure that new trails are built to Evergreen's sustainable trail standards and ensure a long term high quality riding experience.



Shawn Lorenz

Crew Lead, Evergreen Mountain Bike Alliance



PROFESSIONAL EXPERIENCE

11 Years

EDUCATION

High School Diploma
Eastlake High School,
Sammamish

RELEVANT SKILLS

- Pump Track/Skills Park Design
- Mountain Bike Trail Design and Construction
- Trail Project Management
- Heavy Equipment Operation
- Volunteer Work Party Coordination and Leadership

Shawn Lorenz is a seasoned trail builder and a passionate mountain biker with 11 years of experience, 6+ years of service at Evergreen, and 9+ years of machine operator experience. He is a talented and most skilled trail builder due to his ability to both design, manage, and build a wide diversity of trails, skill building facilities, and pump tracks.

Shawn designed and/or built and/or maintained pump tracks in North Bend, Washougal, and East Wenatchee, as well as at Duthie Hill in Sammamish. He's revered for his skills in delivering the Olallie Trail for State Parks in 2018, and his work on the new downhill trails at the Summit of Snoqualmie. vShawn understands how to motivate and lead volunteers, how to train new trail builders, how to operate and maintain equipment, and how to train, encourage and motivate his crew to deliver best results.

RELEVANT EXPERIENCE

Eastmont Pump Track – Wenatchee, WA. *Eastmont Metropolitan Parks District*

Shawn was the lead designer, PM, and Crew Lead on this fully paved pump track in the City of East Wenatchee. From design innovation to PM, volunteer oversight and construction, Shawn's signature is all over this track. Shawn's vision and leadership, as well as guidance to local chapter staff and volunteers, was crucial to delivering this track in record time – less than 4 months from start to finish and a construction window of less than 6 weeks! Within a day of opening, this track started crawling with kids and adults alike. The Eastmont Metropolitan Parks District could not be happier with their community investment and the value of Shawn's expertise.

Torguson Pump Track – North Bend, WA. *Si View Metropolitan Parks District*

Shawn was the lead designer of the Torguson pump track and skills course. As a key member of the design team, Shawn collaborated with the Watershed Company to identify community member wishes, site design options, and track utilization for best user experience and least impact to adjacent wetland. Shawn was instrumental in drafting the final design on a track that is sure to become a community gem and a highlight of the Si View Parks District.

Olallie Trail – North Bend, WA. *WA State Parks, WA Department of Natural Resources*

The Olallie trail is an 8.6 mile multi-use trail skirting the Cedar River Watershed outside of North Bend, WA. The planning and design phases of this trail were complex and 20-years in the making and included multiple stakeholders, watershed access permits, and construction co-op agreements between State agencies. Shawn was selected to lead construction on this legacy trail. As Crew Lead, Shawn ensured that the trail is built to Evergreen's high-quality expectations, particularly related to erosion control, appropriate and effective drainage, and a long-term sustainable and rewarding trail-user experience. He also supervised and collaborated with Mountain to Sound Trail Crew who completed road to trail conversion sections on this trail.

Budget Detail

Lincoln Park Pump Park Construction Bid - June 23, 2021



Item	Evergreen MBA				TOTAL	
	Trails Director / Finance Mgr \$75.00	Project Manager \$40.00	Excavator/Bobcat/ Landscape Operator \$90.00	Small Equipment Operator/General Laborer \$50.00		
Task 1: Project Management / Communication						
1.1	PM, Prevailing Wage Reporting Progress Meetings,	8	24		\$ 1,560.00	
1.2	Site Visits and Punch List Coordination	8	12		\$ 1,080.00	
Task 2: Construction Labor						
2.1	Surface Construction Labor -- Evergreen Staff	8	80	320	440	\$ 54,600.00
2.2	Surface Construction Labor -- Evergreen Staff Overtime			20	140	\$ 8,800.00
2.3	Drainage & Stormwater Control Labor <i>(includes clearing / grading / shaping / paving)</i>	4	16	90	120	\$ 15,040.00
Task 3: Direct Expenses						
3.1	Travel Expenses (mileage, per diem, lodging)					\$ 3,000.00
3.2	Asphalt & Transport					\$ 30,000.00
3.3	Soil & Transport					\$ 10,000.00
3.4	Crushed rock & Transport					\$ 10,000.00
3.5	Equipment Rental + Fuel/Grease/Fluids					\$ 34,000.00
3.6	Supplies & Tools (volunteer refreshments, COVID supplies, flags, stakes, etc)					\$ 2,000.00
3.7	Drainage & stormwater control materials (catch basins, silt fencing, rock, perf pipe) -- see note 1					\$ 5,000.00
3.8	Security fencing rental					\$ 2,000.00
3.9	Evergreen Cash Match Donation					\$ (10,000.00)
	Construction Subtotal					\$ 167,080.00
	Sales Tax (8.6%)					\$ 14,368.88
	TOTAL					\$ 181,448.88

CITY OF WENATCHEE
Small Works Construction Contract

Project: Lincoln Park Pump Park

THIS CONTRACT is entered into by and between the City of Wenatchee, Washington (hereinafter the "City") and Evergreen Mountain Bike Alliance (hereinafter the "Contractor"), sometimes each individually referred to herein as a "party" or collectively referred to herein as the "parties". In consideration of the terms and conditions contained herein, the City and Contractor agree as follows:

I. WSDOT STANDARD SPECIFICATIONS

- A. Except as may be otherwise specifically provided in this Contract, the definitions of terms used in this Contract and the other provisions set forth in the Washing State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, current edition (hereinafter "WSDOT Standard Specifications"), shall apply to the standard of construction of the Project Work by the Contractor and shall apply with respect to all other matters not otherwise specifically identified in this Contract.
- B. The City is the Contracting Agency.

II. PROJECT WORK, PAYMENT, GUARANTEE

- A. The Contractor shall perform all Work and furnish all tools, materials and equipment for the construction for the Project in accordance with and as described in the City Request for bid and the Contractor Proposal and all other plans and specifications on file with the City for the bid amount. The aforementioned documents are by this reference incorporated herein and made a part of this Contract. The bid amount is inclusive of all applicable taxes, including Washington State Sales taxes and is: \$ _____.
- B. The City shall pay the Contractor for performance of the Project Work according to the City Request for bid and the Contractor Proposal on file with the City.
- C. The Project Work shall start within 14 calendar days after execution of this Contract and the issuance of a notice to proceed by the City. The Project Work shall be completed within 90 working days from the date of issuance of the notice to proceed by the City.
- D. If the Project Work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages in the sum specified in Section 1.08.9 of the WSDOT Standard Specifications for each and every working day that Project Work remains uncompleted.
- E. The Contractor shall provide and pay for all equipment and labor required to construct and complete the Project Work. The Contractor shall guarantee the completed Project Work and all components thereof for a period of one year following the Completion Date of the Project Work , except as may be otherwise specifically modified by the City in the City Request for bids, the plans, specification, or other Project Work documents.

- F. Contractor shall be responsible for all temporary functions associated with the Project Work, including but not limited to, lighting, wiring protection, hoisting, scaffolding, rigging, flaggers, drinking water, dust control, storage, ventilation, Covid safety, and heating.

III. PREVAILING WAGE REQUIREMENT

The contractor shall pay prevailing wages for all Project Work and shall comply with Chapters 39.12 and 49.28 RCW. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the completion of the Project the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirement have been satisfied.

IV. CONTRACT BOND

The Contractor shall provide a Contract Bond, in a form acceptable to the City, for the faithful performance and payment of all its obligation under this Contract. The Contract Bond shall remain in effect for the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the City on account of any such defects, discovered within one (1) year after the Completion Date.

V. PERMITS AND TAXES

Contractor shall secure and pay for all permits, fees and licenses necessary for the performance of the Project Work. Contractor shall pay any and all applicable federal, state and municipal taxes, including sales taxes associated with performance of the Project Work.

VI. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, engineers, agents, and volunteers from and against all demands, claims, losses, injuries, damages, liabilities, suits, judgments, attorneys' fees and costs, and other expenses of any kind incurred by the City on account of, relating to, or arising out of Contractor's Work under this Contract, except to the extent such injuries or damages are caused by the negligence of the City.

VII. INSURANCE

- A. The Contractor shall procure and maintain for the duration of the Project Work, and for a period of three (3) years thereafter, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Project Work by the Contractor, its agents, representatives, employees, or subcontractors.
- B. Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Contractor shall maintain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, , stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, an liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance fort liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy. The proof of insurance and identification of the City as an additional insured shall be provided on a form acceptable to the City.
- D. Contractor shall maintain the following minimum insurance limit:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000each occurrence, \$1,000,000 general aggregate and a \$1,000,000 products-completed operations aggregate limit.
- E. Insurance shall be placed with insurers acceptable to the City.

VIII. GENERAL PROVISIONS

- A. Venue for any legal action arising out of the existence of this Contract shall be in Chelan County Superior Court. Except as specifically provided otherwise herein, in any legal action commenced by either party to this Contract, each party shall pay its own attorney's fees and costs, regardless of the outcome.
- B. This Contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect thereto. This Contract may be amended only by an agreement in writing signed by both parties.
- C. The effective date of this Contract shall be the date the Contract is signed by the City.
- D. This Contract may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or PDF e-mail shall be deemed valid execution of this Contract, binding on the parties.

APPROVED the _____ day of July 2021 by the City of Wenatchee:

David Erickson, Parks, Recreation and Cultural Services Director

City of Wenatchee
Parks, Recreation and Cultural Services Department
PO Box 519
Wenatchee, WA 98807

APPROVED the _____ day of July 2021 by the Contractor:

Contractor Representative

Printed name and title

Company: Evergreen Mountain Bike Alliance
Address: 438 NE 72nd Street
Seattle, WA 98115
Phone: (206) 524.2900

EXHIBIT A – Scope of Work

Contractor will remove and dispose of existing lawn surfacing. Irrigation line removal, relocation and capping to be coordinated with City. Contractor will provide all labor and materials required to construct the finished asphalt pump park structure. Stormwater system to be supplied and installed as specified in construction plans. Landscape restoration to be coordinated with City.

The Contractor will be required to provide all service and work to complete the project within 120 working days. Contractor shall prepare grounds and building as necessary for construction. The project shall include all removal and preparation of existing material, installation of pump park, all grading and associated materials required, and other items in accordance with these special provisions and construction plans. All construction supplies and tools must be secured or removed from the job site. All hazardous materials must be cleared from the job site daily.

Pump Park:

Approximately 117' x 91' free style pump park with asphalt surfacing and concrete drywells for storm drainage.

- **Earthwork:**
 - Specified soil installed in 12-inch lifts, compacted to 90% proctor. Number of lifts vary per area, and finish grade elevations – see the plans.
- **Landscaping:**
 - Irrigation adjustments to be provided by the City in coordination with Contractor's scope of work.

Contractor will perform the following scope of work, but not necessarily limited to:

- 1) Furnish all labor, materials, and equipment to complete the pump park work in accordance with the plans.
- 2) Demolition
 - i) Excavate and dispose of offsite, all existing landscaping per the clearing limits on the plans.
- 3) Preparation of Surfaces
 - i) Use compaction methods per the plans.
- 4) Installation - General
 - i) Place fill and asphalt per the plans.

Materials:

1. Common Borrow: See Sheet P102
2. Gravel Base: 5/8" minus
3. Hot Mix Asphalt: PG58H-22
4. (8) Old Castle Precast CB-1218 per Sheet P102; Grate See Sheet P102
5. 4" Diameter Gasketed 3034 PVC

Work hours shall be coordinated so as to not disrupt events.

All work and materials shall conform to the current edition of the International Building Code (IBC) and Standard Specifications for Road, Bridge, and Municipal Construction, 2020, Washington State Department of Transportation (WSDOT) / APWA.

CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: July 8, 2021

I. SUBJECT

DJML Annexation Public Hearing and Ordinance 2021-21

II. ACTION REQUESTED

1. Staff is requesting the City Council conduct a public hearing and approve Ordinance 2021-21, providing for the annexation of parcel numbers 232028320070, 232028320050, 232028320060 classifying and zoning said property as Residential Moderate, subject to the provisions of Ordinance No. 2007-34 and all subsequent amendments thereto.

III. OVERVIEW

On March 11, 2021 a ten percent (10%) annexation petition was brought before the Wenatchee City Council for the property located along Horselake Road is bordered to the east by parcels in the City otherwise fully bordered by unincorporated parcels and right of way. The approving motion set the annexation boundary, adopted existing land use designation as Residential Moderate and required the annexation area to assume existing city indebtedness.

A sixty percent (60%) annexation petition was established and circulated following approval of the ten percent (10%) petition. The petition has been signed by the property owners representing an annexation area value of at least sixty percent (60%).

Resolution 2021-29, approved on June 24, 2021, established a public hearing date of July 8, 2021 for final action on the annexation. Notice of the public hearing was published in the Wenatchee World and posted in three places in the annexation area.

IV. FISCAL IMPACT

Annexation would result in additional annual property revenues to the City and one-time revenues from future building permits. Estimates of annual property tax and costs associated with providing additional City services are not currently available.

V. PROPOSED PROJECT SCHEDULE

July 8, 2021 (today) hold a public hearing, adopt Ordinance 2021-XX

June 12, 2021 – Notify agencies of adopted Ordinance

September 13, 2021 – Ordinance effective date

October 14, 2021 – Submit census data to WA state

VI. REFERENCE(S)

1. Ordinance 2021-21

VII. ADMINISTRATIVE ROUTING

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

ORDINANCE NO. 2021-21

AN ORDINANCE, providing for the annexation of unincorporated lands located along Horselake Road is bordered to the east by parcels in the City otherwise fully bordered by unincorporated parcels and right of way known as the DJML Annexation, subject to the provisions of Ordinance No. 2007-34 and all subsequent amendments thereto.

WHEREAS, a petition to annex the real property hereinafter described was filed with the City Council of the City of Wenatchee, signed by owners representing 60% of the assessed valuation in the area for which annexation is petitioned, and

WHEREAS, the applicable zoning for the annexed property will be Residential Moderate as designated on the pre-annexation zoning map, and

WHEREAS, the City Council of the City of Wenatchee considered all factors relative to the proposed annexation, and

WHEREAS, a review proceeding for said annexation is not required pursuant to RCW 35A.14.220.

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

SECTION I

That the following described real property located in Chelan County, Washington, contiguous to the City of Wenatchee, to-wit:

See Exhibit "A" as depicted in Exhibit "B", attached hereto and incorporated herein by reference as if fully set forth;

and each and every part thereof be and the same is hereby annexed to the City of Wenatchee, State of Washington; and that the corporate limits of the City of Wenatchee be and they are hereby extended so as to include the property and territory hereinbefore fully described. That said property be assessed and taxed at the same rate and on the same basis as the property of the City of Wenatchee is assessed and taxed to pay for the now outstanding indebtedness of the City of Wenatchee contracted prior to or existing at the time of this annexation.

SECTION II

That the property described in Section I hereof be and the same is hereby classified and zoned as Residential Moderate. All such zoning and classification being subject to the provisions of Ordinance No. 2007-34, and all subsequent amendments thereto.

SECTION III

This Ordinance shall take effect from and after its passage on the later of sixty (60) days after publication of such Ordinance once in The Wenatchee World, the same being the official newspaper of the City of Wenatchee, and the Clerk is hereby directed to cause the same to be so publicized, or sixty (60) days from the date notice of the annexation is provided to the Chelan County Treasurer, Assessor, and light, power and gas distribution businesses.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular meeting thereof, this 8th day of July, 2021.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

Ordinance No. _____

EXHIBIT A

**Boundary Description of Real Property to be Annexed into
the City of Wenatchee, WA
May 20, 2021**

-DJML ANNEXATION -

Lots, parcels of land, and street right of way located within portions of the southwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section 28, Township 23 North, Range 20 East of the Willamette Meridian, Chelan County, Washington, the combined perimeter boundary of said lots, parcels, and streets being more particularly described as follows:

Commencing at the westerly angle point corner on the North line of Lot 8, Replat of Tanda Fellowship Addition, according to the plat thereof recorded August 3, 1983, in Volume 11 of Plats, at pages 34-35, records of said County, said point being the True Point of Beginning;

thence southwesterly along the northwesterly line of Lots 8, 1, 2, and 7, said Replat, to the easterly right of way line of Horse Lake Road; thence across Horse Lake Road to the northeasterly corner of Lot 1A, Short Plat Number 411, recorded July 11, 1978, in Book 755 of Deeds, at pages 1602-1604, under Auditor's File Number 788744, records of said County;

thence southwesterly along the northerly line of said Lot 1A to the southeasterly corner of Lot 1, Quail Hollow, according to the plat thereof recorded October 15, 2003, in Volume 28 of Plats, at pages 116-117, under Auditor's File Number 2158051, records of said County;

thence northwesterly along the easterly line of Lots 1 and 2 and the northwesterly extension of said line across Quail Hollow Lane to the easterly corner of Lot 15, said Quail Hollow;

thence continuing northwesterly along the easterly line of said Lot 15 and the easterly line of Tact 1, said Quail Hollow, to the northeast corner of said Tract, being also the southeast corner of Lot 1, Chelan County Short Plat Number 3498, according to the plat thereof recorded March 31, 1997, in Book 14 of Short Plats, at page 78, under Auditor's File Number 2003206, records of said County;

thence northerly and northwesterly along the easterly and northeasterly line of said Lot 1 to a point of intersection with the southwesterly extension of the northwesterly line of Parcel A, Boundary Line Adjustment Number 2012-201, recorded October 17, 2012, under Auditor's File Number 2369992, records of said County, said point being on the southwesterly right of way line of said Horse Lake Road;

thence northeasterly along said northwesterly line and the southwesterly extension thereof to the westerly corner of said Parcel A, being also a point on the northeasterly right of way of said road;

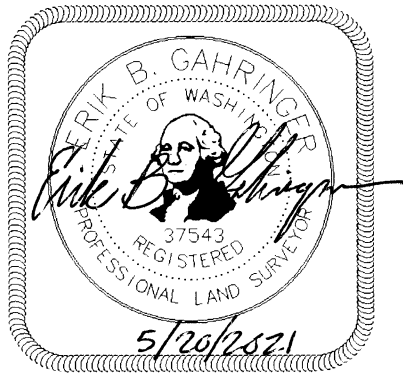
(DJML Annexation Boundary Description continued)

thence northeasterly and northerly along the northwesterly and westerly lines of said Parcel A to the northwest corner thereof;

thence southeasterly along the northerly line of said Parcel A to the northeast corner thereof; thence southwesterly along the easterly line of Parcels A and B, said Boundary Line Adjustment, to an angle point corner of said Parcel B, said corner being also a point on the East-West centerline of said Section 28;

thence easterly along the North line of said Parcel B and said centerline to the True Point of Beginning.







Prepared By: Erik B. Gahringer, PLS
Date: May 20, 2021



48° North
Professional Land Surveying & Land Use Consulting
P.O. Box 4266
Wenatchee, WA 98807-4266
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Proposed Annexation Area

Legend

-  Proposed Boundary
-  Urban Growth Area
-  Parcels
-  Wenatchee River
-  City Limits
-  Train tracks

