



WENATCHEE CITY COUNCIL
Thursday, October 14, 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. Masks are required. 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).

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 #200424 through #200560 in the amount of \$1,544,390.70 for September 16, 2021
Payroll distribution (retirees) in the amount of \$12,001.21 for September 30, 2021
Claim checks #200561 through #200694 in the amount of \$683,301.94 for September 30, 2021
Claim checks #200709 through #200719 in the amount of \$17,879.91 for September 30, 2021
Benefits/deductions in the amount of \$1,021,309.39 for September 30, 2021
Payroll distribution in the amount of \$4,261.11 for October 4, 2021
Payroll distribution in the amount of \$488,070.36 for October 5, 2021
Claim checks #200720 through #200790 in the amount of \$1,106,155.56 for October 7, 2021
- *Motion to approve Resolution No. 2021-33, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Department of Information Systems to dispose of the personal property identified herein.*
- *Motion for City Council to accept the work performed by the contractor, Rudnick and Sons LLC, on City Project No. 1914 – First Street Bikeway Safety Improvements, and further authorize the Mayor to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.*

3. 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.

4. Presentation

- Indigenous Peoples' Day Proclamation

5. Action Items

A. Chelan County LTAC Agreement

Presented by Parks, Recreation and Cultural Services Director David Erickson

Action Requested: *Motion for City Council to accept the Chelan County Lodging Tax Fund Grant in the amount of \$100,000 for the Lincoln Park Project and authorize the Mayor to sign.*

B. Arts, Recreation and Parks Commission Member Reappointments

Presented by Parks, Recreation and Cultural Services Director David Erickson

Action Requested: *Motion for City Council to approve Resolution No. 2021-32, reappointing Ryan Harmon to Position 8 of the Arts, Recreation and Parks Commission, and to approve Resolution No. 2021-34, reappointing Lukas Hedtke to Position 6 of the Arts, Recreation and Parks Commission.*

C. City of Wenatchee Project No. 1716 - Wenatchee City Hall Redevelopment construction contract between the City and TW Clark Construction, LLC, Change Order No. 3 in the amount of \$134,438.00 plus WSST

Presented by Facilities Manager Elisa Schafer and Operations Manager Aaron Kelly

Action Requested: *Motion for City Council to approve the contract change order with TW Clark Construction, LLC and authorize the Mayor's signature.*

D. Actions pertaining to Real Estate Purchase and Sale Agreements between WSDOT, the City of Wenatchee and Gary Noyes for property generally located near South Mission and Stevens Street

Presented by Executive Services Director Laura Merrill and City Engineer Gary Owen

Action Requested: *Motion for the City Council to: (1) Approve the Real Estate Purchase and Sale Agreement between the Washington State Department of Transportation (WSDOT) and City of Wenatchee and authorize the Mayor's signature; and (2) Approve the Real Estate Purchase and Sale Agreement between the City of Wenatchee and Gary Noyes and authorize the Mayor's signature.*

E. Interlocal Agreement between the City of Wenatchee and the Wenatchee School District for School Resource Officer (SRO) Services

Presented by Police Officer Brian Miller, Special Services Division

Action Requested: *Motion for City Council to approve the agreement with the Wenatchee School District and authorize the Mayor's signature.*

- F. Update City Code to reflect the current list of Funds for financial budgeting and reporting purposes

Presented by Finance Director Brad Posenjak

Action Requested: *Motion for City Council to adopt Ordinance No. 2021-27 amending and restating section 1.20.010 WCC "Funds Defined – Purposes."*

- G. 2022 Preliminary Budget Review

Presented by Finance Director Brad Posenjak

Action Requested: *None. This is an informational presentation.*

- H. Sidewalk Tripping Hazards Repair

Presented by Operations Manager Aaron Kelly

Action Requested: *Motion for City Council to accept the work performed by the contractor, Precision Concrete Cutting, for the repair of 848 tripping hazards, and further authorize the Mayor to sign the Second Amendment to the Agreement and Final Contract Voucher.*

6. Reports

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

7. Announcements

8. Adjournment



DRAFT

WENATCHEE CITY COUNCIL
Thursday, September 23, 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, City Clerk Tammy Stanger, IS Support Jessi Saucedo, Police Chief Steve Crown, Police Captain Brian Chance, Police Captain Edgar Reinfeld, Parks, Recreation & Cultural Services Director David Erickson, Capital Projects Manager Charlotte Mitchell, Deputy Public Works Director Jessica Shaw, Stormwater Technician Kelsey Grover, Finance Director Brad Posenjak, Senior Engineer Jeremy Hoover, Community Development Director Glen DeVries, Engineering Services Manager Jacob Huylar

5:15 p.m. Regular Meeting

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

2. Consent Items:

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

3. Citizen Requests/Comments. None.

4. Action Items

- A.** Remaining open Articles for 2022 and 2023 of the Collective Bargaining Agreement (CBA) between the City of Wenatchee and the Wenatchee Police Guild, 2021-2023

Police Chief Steve Crown presented the staff report. The Mayor commented. Council asked questions.

Motion by Councilmember Linda Herald for City Council to authorize the Mayor to execute the attached open Articles of the CBA, mutually agreed upon by both bargaining teams and approved by Wenatchee Police Guild members by vote. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

B. Consider Acceptance of an RCO WWRP Grant

Parks, Recreation & Cultural Services Director David Erickson presented the staff report. Council asked questions.

Motion by Councilmember Jim Bailey for City Council to accept the State of Washington Recreation Conservation Office WWRP Program grant in the amount of \$491,750 for the Wenatchee Foothills Regional Recreation Area Project (20-1446A) and authorize the Mayor to sign. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

C. 2022 Agreement for Emergency Services between the City of Wenatchee and Chelan County Department of Emergency Management

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

Motion by Councilmember Keith Huffaker for City Council to approve the contract between Chelan County Department of Emergency Management and the City of Wenatchee for 2022 Emergency Services for \$103,132.80 and authorize the Mayor's signature. Councilmember Ruth Esparza seconded the motion. Motion carried (7-0).

D. Interlocal Agreement Establishing the Management and Disposition of HB 1590 Affordable Housing Sales Tax Funds and Other Homeless Services Funds Between the Cities of East Wenatchee and Wenatchee

Community Development Director Glen DeVries presented the staff report. Council was provided with an updated copy of the Interlocal Agreement as there was an error in the cited RCW in the second "whereas" on page 2 of the document.

Motion by Councilmember Travis Hornby for City Council to authorize the Mayor to sign the Interlocal Agreement for Affordable Housing and Housing Related Services. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).

E. Contract for WASPC Mental Health Field Response Team Grant for 2021-2022

Operations Bureau Commander Edgar Reinfeld presented the staff report. Council asked questions. Councilmember Jim Bailey requested a work session be scheduled for an overview of the program and how it's been operating.

Motion by Councilmember Jim Bailey for City Council to provide authorization for Mayor Kuntz to sign the Mental Health Field Response Team Program Grant Funding Contract for 2021-2022. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

F. Interlocal Agreement Authorizing Formation of Multi-Agency SWAT Team

Police Captain Brian Chance presented the staff report. Chelan County Sheriff Brian Burnett and East Wenatchee Assistant Police Chief Erik Hampton were also present. Council asked questions.

Motion by Councilmember Linda Herald for City Council to authorize the Mayor to sign the Interlocal Agreement for the East Cascade Multi-Jurisdictional SWAT Team. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).

G. Second Amendment to the Convention Center Management Agreement with Coast Wenatchee, LLC

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

Motion by Councilmember Ruth Esparza for City Council to authorize the Mayor to sign the Second Amendment to the Convention Center Management Agreement for utilities reimbursement of up to \$150,000 or through January 1, 2023, whichever is sooner. Councilmember Travis Hornby seconded the motion. Motion carried (6-0) (Herald conflict).

H. Memorandum of Understanding between the City of Wenatchee and RAM Development Partners, LLC an Alabama limited liability company regarding the North Wenatchee Redevelopment Project Retail Strategies Memorandum of Understanding

Executive Services Director Laura Merrill presented the staff report. The Mayor commented and Council asked questions.

Motion by Councilmember Mark Kulaas for City Council to approve the Memorandum of Understanding between the City of Wenatchee and RAM Development Partners, LLC an Alabama limited liability company regarding the North Wenatchee Redevelopment Project and authorize the Mayor's signature. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

I. School Street Sanitary Sewer Line Extension Project No. 2105 - Agreement with Wenatchee Reclamation District for Sewer Line Crossings

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

Motion by Councilmember Keith Huffaker for City Council authorize to the Mayor to sign an Agreement, in substantial conformance with the presented agreement between the City of Wenatchee and the Wenatchee Reclamation District for the construction of the new sewer line crossings associated with the School Street Sanitary Sewer Line Extension Project No. 2105. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

J. Stormwater Effectiveness Study Interlocal Agreement

Deputy Public Works Director Jessica Shaw and Stormwater Technician Kelsey Grover presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to authorize the Mayor's signature on the Interlocal Agreement for Development and Implementation of an Effectiveness Study related to Regional Stormwater Management and Permit Compliance. Councilmember Ruth Esparza seconded the motion. Motion carried (7-0).

K. Rescind Approval to Sign Contract with Evergreen Mountain Bike Alliance

Councilmember Travis Hornby recused himself from this item due to a conflict of interest. Capital Projects Manager Charlotte Mitchell presented the staff report. Council asked questions.

*Motion by Councilmember Linda Herald for City Council to **rescind** approval for the Mayor to sign a contract with Evergreen Mountain Bike alliance in the amount of \$181,448.88 for the construction of the Lincoln Park Pump Park Project. Councilmember Jim Bailey seconded the motion. Motion carried (6-0) (Hornby conflict).*

L. City Project 2111 – Easy Street Sewer Relocation – Budget Authorization

Engineering Services Manager Jacob Huylar presented the staff report. Council asked questions.

Motion by Councilmember Mark Kulaas for City Council to approve the proposed budget for City Project 2111. Councilmember Keith Huffaker seconded the motion. Motion carried (7-0).

M. City Project 2110 – 2022 Pavement Preservation – Budget Authorization

Engineering Services Manager Jacob Huylar presented the staff report. Council asked questions.

Motion by Councilmember Keith Huffaker for City Council to approve the project budget for the 2022 Pavement Preservation (Project No. 2110). Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

5. Reports

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

1. The Mayor reported that the PFD bonds went to the bond market this week and have sold.
2. The Finance Committee met today and went over departmental budget requests. The preliminary budget will be available October 1.
3. Executive Services Director Laura Merrill reminded Council of next week's Riverfront Master Plan open house at Pybus Market for feedback on concepts. She and Councilmember Hornby appeared on La Nueva Radio to promote. She is setting a regular schedule with La Nueva Radio and encouraged Council to schedule radio time and she can interpret for them.
4. The Mayor asked Finance Director Brad Posenjak to provide Council with an update on tax incremental financing. There are still a lot of unknowns and research needed. The program doesn't seem to be what staff had hoped it would be.

b. Reports/New Business of Council Committees

1. Councilmember Keith Huffaker reported that he attended the Chamber meeting this week and learned the airport is having trouble getting fuel due to a driver shortage; the airport runway is being improved and upgraded lighting installed for winter landings; the housing market is really inflated; East Wenatchee is considering a ban on fireworks; and the property where the "Giga Watt" pods are located is becoming a "trades district".
2. Councilmember Ruth Esparza reported that Rivercom has a new Executive Director.
3. Councilmember Linda Herald announced that the Council has been invited to celebrate the 90th Anniversary Reception of the historic Miss Veedol flight, being held on October 3rd from 2:00 p.m. to 4:00 p.m. at the Museum.
4. Councilmember Mark Kulaas reported that he and Councilmember Linda Herald recently attended a tour of the new Residence Inn and the restaurant is open to the public from 5:00 p.m. to 10:00 p.m. and beautifully interfaces with the park.

6. Announcements. The Mayor reminded Council that the next meeting is October 14.

7. Adjournment. With no further business the meeting adjourned at 6:30 p.m.

Attest:

Frank J. Kuntz, Mayor

Tammy L. Stanger, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Dale Cantrell, Information Systems Director
Information Systems

MEETING DATE: October 14, 2021

I. SUBJECT

Motion to authorize Mayor's signature for Resolution No. 2021-33

II. ACTION REQUESTED

Approve the motion to authorize Mayor's signature for Resolution No. 2021-33

III. OVERVIEW

The City has several computer hardware items that are surplus to the needs of the City. The attached Resolution No. 2021-33 describes the process and Exhibit A lists the surplus equipment.

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

IV. FISCAL IMPACT

None.

V. REFERENCE(S)

1. Resolution No. 2021-33
2. Exhibit A listing of surplus equipment

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk

RESOLUTION NO. 2021-33

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

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular meeting thereof, this ____ day of _____, 2021.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY L. STANGER, City Clerk

APPROVED

By: _____
STEVE D. SMITH, City Attorney

**EXHIBIT A
INFORMATION SYSTEMS
INVENTORY DISPOSAL LIST
10/14/2021**

Inventory #	Inventory Class	Description	Serial Number	Reason for Disposition	Method of Disposition
2516	Laptop	Dell Latitude D820	j50khd1	Not Repairable	Recycling
3080	Laptop	Dell Latitude E6540	2k0bvvy1	End of Life	Online Bid Auction
3123	Laptop	Dell Latitude E6540	2xk1n32	End of Life	Online Bid Auction
3162	Laptop	Dell Latitude E5550	ghbqy52	Not Repairable	Recycling
3163	Laptop	Dell Latitude E5550	bvyqy52	End of Life	Online Bid Auction
3164	Laptop	Dell Latitude E5550	jvnqy52	End of Life	Online Bid Auction
3166	Laptop	Dell Latitude E5450	450ry52	End of Life	Online Bid Auction
3167	Laptop	Dell Latitude E5450	9q4ry52	End of Life	Online Bid Auction
3168	Laptop	Dell Latitude E5450	30xpy52	End of Life	Online Bid Auction
3226	Laptop	Dell Latitude 14 Rugged	5brtny1	End of Life	Online Bid Auction
3315	Laptop	Dell Latitude E5570	hvt7sf2	Not Repairable	Recycling
3382	Laptop	Dell Latitude E5570	5yd90g2	Not Repairable	Recycling
2793	Monitor	Dell Professional P190S	cn-ornmh6-74445-9cg-bcni	End of Life	Online Bid Auction
2925	Monitor	Dell Professional P190S	cn-09tvyf-72872-229-2kdi	End of Life	Online Bid Auction
2926	Monitor	Dell Professional P190S	cn-09tvyf-72872-229-2khi	End of Life	Online Bid Auction
3094	Monitor	Dell Professional P1914S	cn-oygp39-72872-44h-ckwl	End of Life	Online Bid Auction
3095	Other	APC SmartUPS 750	as1417121468	Not Repairable	Recycling
3110	Other	Produplicator 1 to 5	x000alltwd	End of Life	Online Bid Auction
3074	PC	Dell Optiplex 7010	b51t6z1	End of Life	Online Bid Auction
3075	PC	Dell Optiplex 7010	21mlbz1	End of Life	Online Bid Auction
3076	PC	Dell Optiplex 7010	b01t6z1	End of Life	Online Bid Auction
3078	PC	Dell Optiplex 7010	21lmbz1	End of Life	Online Bid Auction
3091	PC	Dell Optiplex 7010	6stsn02	End of Life	Online Bid Auction
3179	PC	Dell Optiplex 7020	99py082	End of Life	Online Bid Auction
3180	PC	Dell Optiplex 7020	99p2082	End of Life	Online Bid Auction
3181	PC	Dell Optiplex 7020	99q0182	End of Life	Online Bid Auction
3191	PC	Dell Optiplex 7040	3r49382	End of Life	Online Bid Auction
3202	PC	Dell Optiplex 7040	159L482	End of Life	Online Bid Auction
3203	PC	Dell Optiplex 7040	fjyv482	End of Life	Online Bid Auction
3249	PC	Dell Optiplex 7040	ggg3nd2	End of Life	Online Bid Auction

**EXHIBIT A
INFORMATION SYSTEMS
INVENTORY DISPOSAL LIST
10/14/2021**

Inventory #	Inventory Class	Description	Serial Number	Reason for Disposition	Method of Disposition
3278	PC	Dell Optiplex 7040	ggg1nd2	End of Life	Online Bid Auction
3279	PC	Dell Optiplex 7040	ggg0nd2	End of Life	Online Bid Auction
3280	PC	Dell Optiplex 7040	ggf4nd2	End of Life	Online Bid Auction
3281	PC	Dell Optiplex 7040	ggg4nd2	End of Life	Online Bid Auction
3282	PC	Dell Optiplex 7040	ggfzmd2	End of Life	Online Bid Auction
3283	PC	Dell Optiplex 7040	ggfynd2	End of Life	Online Bid Auction
3284	PC	Dell Optiplex 7040	ggf5nd2	End of Life	Online Bid Auction
3285	PC	Dell Optiplex 7040	ggfwmd2	End of Life	Online Bid Auction
3286	PC	Dell Optiplex 7040	gggxmd2	End of Life	Online Bid Auction
3287	PC	Dell Optiplex 7040	gggynd2	End of Life	Online Bid Auction
3288	PC	Dell Optiplex 7040	ggf3nd2	End of Life	Online Bid Auction
3289	PC	Dell Optiplex 7040	ggg2nd2	End of Life	Online Bid Auction
3290	PC	Dell Optiplex 7040	ggg5nd2	End of Life	Online Bid Auction
3291	PC	Dell Optiplex 7040	gggwmd2	End of Life	Online Bid Auction
3292	PC	Dell Optiplex 7040	ggd5nd2	End of Life	Online Bid Auction
3293	PC	Dell Optiplex 7040	ggfxmd2	End of Life	Online Bid Auction
3294	PC	Dell Optiplex 7040	ggf1nd2	End of Life	Online Bid Auction
3295	PC	Dell Optiplex 7040	ggf0nd2	End of Life	Online Bid Auction
3296	PC	Dell Optiplex 7040	ggdxmd2	End of Life	Online Bid Auction
3297	PC	Dell Optiplex 7040	ggdynd2	End of Life	Online Bid Auction
3298	PC	Dell Optiplex 7040	ggf2nd2	End of Life	Online Bid Auction
3299	PC	Dell Optiplex 7040	ggdzmd2	End of Life	Online Bid Auction
3313	PC	Dell Optiplex 7040	hnddxg2	End of Life	Online Bid Auction
3320	PC	Dell Optiplex 7040	bwf3ch2	End of Life	Online Bid Auction
3323	PC	Dell Optiplex 7040	hmzfxg2	End of Life	Online Bid Auction
3333	PC	Dell Optiplex 7040	hmwdxg2	End of Life	Online Bid Auction
3334	PC	Dell Optiplex 7040	hmzvbh2	End of Life	Online Bid Auction
3335	PC	Dell Optiplex 7040	hn0cxg2	End of Life	Online Bid Auction
3336	PC	Dell Optiplex 7040	hmzkg2	End of Life	Online Bid Auction
3337	PC	Dell Optiplex 7040	hn0g2	End of Life	Online Bid Auction

**EXHIBIT A
INFORMATION SYSTEMS
INVENTORY DISPOSAL LIST
10/14/2021**

Inventory #	Inventory Class	Description	Serial Number	Reason for Disposition	Method of Disposition
3390	PC	Dell Optiplex 7040	51wpkh2	End of Life	Online Bid Auction
2368	Printer	HP DeskJet 6940	my69j8r23y	Not Repairable	Recycling
2379	Printer	HP DeskJet 6940	sg6rl1106h	Not Repairable	Recycling
2466	Printer	HP DeskJet 6940	my72d9r3sx	Not Repairable	Recycling
2503	Printer	HP DeskJet 6940	my774bs40m	Not Repairable	Recycling
2739	Printer	HP LaserJet P2055dn	cnb9p70248	End of Life	Online Bid Auction
2749	Printer	HP LaserJet m27272nf	cng80cqsp3	Not Repairable	Recycling
2820	Printer	HP Color LaserJet CP4025N	jpbcb8b0bg	Not Repairable	Recycling
3158	Printer	HP Officejet 150 mobile	my53vc10h5	Not Repairable	Recycling
2744	Server	HP BL460c Blade	use907kbvv	Not Repairable	Recycling
2295	Switch	HP Procurve 2824	sg631sj0dl	Not Repairable	Recycling
2309	Switch	HP Procurve 2824	sg631sj020	Not Repairable	Recycling
3062	Tablet	Apple iPad Air	dlxlm4kuf4yd	End of Life	Online Bid Auction
3155	Tablet	Microsoft Surface Pro 3	40469551353	End of Life	Online Bid Auction
3217	Tablet	Apple iPad Pro	dlxr84rjgmw3	Not Repairable	Recycling
3223	Tablet	Microsoft Surface Pro 4	45652661753	End of Life	Online Bid Auction
3233	Tablet	Microsoft Surface Pro 4	45869361753	End of Life	Online Bid Auction



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Emma Honeycutt, Project Engineer
Public Works Department

MEETING DATE: October 14, 2021

I. SUBJECT

City Project No. 1914 – First Street Bikeway Safety Improvements
Final Acceptance

II. ACTION REQUESTED

Staff recommends that the City Council accept the work performed by the contractor, Rudnick and Sons LLC, on City Project No. 1914 – First Street Bikeway Safety Improvements, and further authorize the mayor to sign the Final Contract Voucher.

III. OVERVIEW

This project installed bicycle improvements along First Street between Miller and Wenatchee Avenue, creating a bike-friendly corridor that allows access to Wenatchee’s downtown core and the residential areas west of Miller Street to cyclists of all skill levels.

Between Miller Street and Chelan Avenue, the project reduced vehicle speeds and traffic volumes as well as improved visibility for cyclists by installing residential traffic circles, signs, and sharrows.

Between Chelan Avenue and Wenatchee Avenue, the project re-striped the road to create bike lanes on both sides of the road, separated from vehicular traffic by 3-foot buffer strips and large planters.

IV. FISCAL IMPACT

The approved project budget is \$379,800; the budget is comprised of a \$342,800 grant from the WSDOT Pedestrian and Bicycle program and \$37,000 from the city’s Arterial Streets Fund.

The final cost of the project is \$391,772. The city received the full \$342,800 grant and funded the remaining \$48,972 with the Arterial Streets Fund.

V. REFERENCE(S)

1. Final Contract Voucher

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Rob Jammerman, Public Works Director
Gary Owen, City Engineer
Jacob Huylar, Engineering Services Manager
Natalie Thresher, Financial Analyst



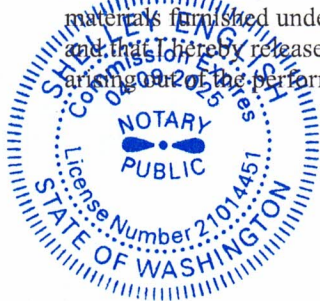
City of Wenatchee
 Department of Public Works

Final Contract
 Voucher Certificate

Contractor Rudnick and Sons LLC			
Street Address 448 West Rolling Hills Ln			
City Wenatchee	State WA	Zip 98801	Date
City Project Number 1914	State Project Number HLP-PB19(001)	Highway Number	
Job Title First Street Bikeway Safety Improvements			
Date Work Physically Completed 05/17/2021		Final Amount \$295,469.60	

Contractor's Certification

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



B. Rudnick
 Contractor Authorized Signature Required

OWNER
 Type Signature Name

Subscribed and sworn to before me this 30th day of September 20 21

X Sherry R. Engler Notary Public in and for the State of WA
 Washington,

residing at Wenatchee, WA

City of Wenatchee

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

 Mayor/or Designee

 Date of Acceptance

Proclamation

City of Wenatchee, Washington Indigenous Peoples' Day

WHEREAS, the City of Wenatchee recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

WHEREAS, the City recognizes the fact that Wenatchee is built upon the homelands and villages of the Indigenous Peoples of this region, without whom the building of the City would not have been possible; and

WHEREAS, the City values the many contributions made to our community through Indigenous Peoples' knowledge, labor, technology, science, philosophy, arts and the deep cultural contribution that has substantially shaped the character of the City of Wenatchee; and

WHEREAS, the City of Wenatchee has a responsibility to oppose systematic racism towards Indigenous People in the United States, which perpetuates high rates of poverty and income inequality, exacerbating disproportionate health, education, and social stability; and

WHEREAS, the City promotes the closing of the equity gap for Indigenous Peoples through policies and practices that reflect the experiences of Indigenous Peoples, ensuring greater access and opportunity, and honor our nation's indigenous roots, history, and contributions; and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, the United States endorsed the United Nations Declaration on the Rights of Indigenous Peoples (the "Declaration") on December 16, 2010 and the Declaration recognizes that "indigenous peoples have suffered from historic injustices as a result of, inter alia, their colonization and dispossession of their lands, territories and resources"; and

WHEREAS, Article 15 of the Declaration recognizes the right of indigenous peoples "to the dignity and diversity of their cultures, traditions, histories and aspirations which shall be appropriately reflected in education and public information" and places an obligation on States to "take effective measures, in consultation and cooperation with the indigenous peoples concerned, to combat prejudice and eliminate discrimination and to promote tolerance, understanding and good relations among indigenous peoples and all other segments of society"; and

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee, do hereby proclaim that the second Monday in October shall be recognized as Indigenous Peoples' Day, and I call upon public officials, educators, businesses, communities, volunteers, and all the people of Wenatchee, Washington, to observe this day to honor and celebrate the thriving cultures and positive values of the Indigenous Peoples of our region.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 14th day of October, 2021.

A handwritten signature in black ink, appearing to read "Frank J. Kuntz", is written over a horizontal line.

FRANK J. KUNTZ, Mayor



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: October 14, 2021

I. SUBJECT

Chelan County LTAC Grant Agreement

II. ACTION REQUESTED

Move to accept the Chelan County Lodging Tax Fund Grant in the amount of \$100,000 for the Lincoln Park Project and authorize the Mayor to sign.

III. OVERVIEW

In September of last year, staff prepared and submitted a Chelan County Lodging Tax Fund grant application to assist with the realization of the Lincoln Park Project. Background information about the Lincoln Park Project was provided previously on several occasions.

Through a competitive review process, the application was selected to receive funding in the amount of \$100,000.

The grant agreement was received on September 14, 2021 and is attached for consideration. It has been reviewed by the Finance Committee and is recommended for acceptance by staff.

IV. FISCAL IMPACT

\$100,000 toward the Lincoln Park project.

V. PROPOSED PROJECT SCHEDULE

The Lincoln Park Project is underway with trees, fencing and disc golf baskets installed. The remainder of the project scheduled to go out to bid this month with construction scheduled for 2022.

VI. REFERENCE(S)

VII. ADMINISTRATIVE ROUTING

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

**GRANT SERVICES AGREEMENT
RE: 2021 LODGING TAX FUNDED ACTIVITIES**

THIS AGREEMENT, made and entered into by and between Chelan County, a municipal corporation of the State of Washington, hereinafter referred to as "County," and "City of Wenatchee" hereinafter referred to as "Contractor."

WHEREAS, the County, after the Lodging Tax Advisory Committee duly advertised, reviewed and recommended lodging tax funded activities, based on the information provided in the application attached hereto as the scope of work; and

WHEREAS, the Contractor represents that the tourism promotion activities in said application meet all the requirements set forth in RCW 67.28.1816i. And further agree to any reporting requirements set out in this RCW or otherwise required by the County.

NOW, THEREFORE, for and in consideration of the mutual benefits set out herein, it is agreed as follows:

1. **Services.** The Contractor shall purchase/install a "Lacrosse Field – Lincoln Park" conveyor identified in the attached Scope of Work (LTAC Application) as approved by the County's Lodging Tax Advisory Committee, and provide all staffing, materials and supplies in order to carry out such work.
2. **Funding Amount.** The County shall grant to the Contractor under this Agreement a sum not to exceed \$100,000 for satisfactorily carrying out the Scope of Work described in the LTAC Application. Payments made pursuant to this paragraph shall be the total compensation by the County for the services to be performed by Contractor.
3. **Indemnification.** Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.
4. **Term.** The term of this Agreement and the performance of the Contractor shall commence upon signing by both parties and shall terminate on December 31, 2022.
5. **Reporting.** An accounting for all funds spent is required at year-end. This information must be returned to cathy.mulhall@co.chelan.wa.us.
6. **No Discrimination.** Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 40.60.215 or other applicable law prohibiting discrimination.
7. **Dispute Resolution.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between Contractor and the County shall be referred for determination to the County Commissioners, whose decision in the matter shall be final and binding on the parties of

this agreement, provided, however, that if an action is brought challenging the Commissioners' decision, that decision shall be subject to de novo judicial review. In the event of litigation over the terms of this agreement, each party shall bear its own attorneys fees and costs incurred therein.

EXECUTED this ____ day of _____, 2021.

County

By: _____
Bob Bugert, Commission Chair

Contractor:

By: _____
Print Name: _____
Authorized Representative

Attachments:
Article 1. Scope of Work – LTAC Application

2021 Lodging Tax Fund

Amount of Lodging Tax Requested: \$ 183000.00
Organization / Agency Name: City of Wenatchee
Federal Tax ID Number: 916001291
Event / Activity Name: Lincoln Park Soccer-Lacrosse Field
Contact Name: David
Contact Title: Erickson
Mailing Address: PO Box 519, Wenatchee, WA 98807
Phone: (509) 888-3280
Email Address: daerickson@wenatcheewa.gov

APPROVED
CHELAN COUNTY COMMISSIONERS
\$100,000
AM

Check all service categories that apply to this application:

- Tourism Promotion/Marketing
- Operation of a Special Event/Festival designed to attract tourists
- Operation of a Tourism Promotion Agency
- Operation of a Tourism-Related Facility owned or operated or non-profit organization
- Capital Costs of a Tourism -Related Facility owned by a municipality

Check which one of the following applies to your agency:

- Non-Profit
- Public Agency
- For Profit Agency / Business

Certification:

I am an authorized agent of the organization/agency applying for funding. I understand that:

- I am proposing a tourism-related service. If awarded, my organization intends to enter into a Municipal Services Contract with the County and provide liability insurance for the duration of the contract naming the County as an additional insured and in an amount determined by the County.
- The County funds may only be used for those costs actually incurred by my organization/agency. The County may require accounting documentation including but not limited to original invoices, payroll records, and other payment documentation.
- My agency will be required to submit a report documenting economic impact results in a format determined by the County.
- I understand that if this form is submitted electronically, my typed name on the signature line will qualify as my signature for purposes of the above certification.

Signed: David Erickson
Signed Date: 2020-09-15 07:58:02.92

Supplemental Questions

1. Describe your tourism-related activity, event or capital project. If an event, list the name, date(s), and projected overall attendance. If a capital project, how will completion of this project bring about additional visit to Chelan County?

Our project will construct the city's first soccer and lacrosse field and incorporate safety improvements to address level of service deficiencies and provide a facility that serves both residents and visitors to the community. The project is located in Lincoln Park, an 18.48 acre community park in south Wenatchee. Within a 10-minute walk of much of South Wenatchee and located on major transit lines, Lincoln Park serves a vital recreation hub and social gathering place for the community. Over 87% of residents living in the area around the park are Latino and the average household income levels are some of the lowest in the City. The improvements identified in our project have been consistently requested by the community through a number of planning processes including: the 2018-24 Parks, Recreation and Open Space Comprehensive Plan; the 2015 Conservation Finance Study; the 2017 South Wenatchee Sub Area Plan; and the 2012 South Wenatchee Design Assessment Team Plan. These plans and the goals and priorities contained within, resulted from months of public outreach including community meetings and workshops, service club presentations, door to door solicitations, telephone and electronic polling, media interviews and by other means. The project was also discussed on multiple occasions at a variety of meetings over the last ten years including: The Arts, Recreation and Parks Commission; Public Works Committee; Parks Facilities Committee; Finance Committee; and City Council. This project will help satisfy the needs and goals identified by the community in the plan documents. Among them, these include: Placing a priority on revitalization and improvement of existing park areas and constructing the Lincoln Park Project. This project accomplishes the second ranked priority park project remaining in the City Parks Capital Plan and begins to help satisfy the current identified level of service deficiency of five soccer fields in the community. The general public; Wenatchee Arts, Recreation and Parks Commission; Wenatchee Rotary, Lions and Kiwanis Clubs; Wenatchee Youth Soccer; Greater Wenatchee Soccer Club; Wenatchee Special Olympics; Wenatchee Valley United Soccer Club; Wenatchee Sports Foundation and other community groups like Fiestas Mexicanas and Evergreen Mountain Bike Alliance support the implementation of the project. To determine the number of participants that will likely utilize the field, we contacted several of the organized soccer and lacrosse groups in Wenatchee. They each independently verified the need for additional field space for both regular play and practices as well as space to host tournaments. Home teams often have to travel to outside communities to play their home games according to the former Wenatchee Futbol Club President and don't have the ability to bring groups into town for tournaments. Organized groups include – Wenatchee Youth Soccer (125 teams), Greater Wenatchee Soccer Club (1,500 players) Wenatchee Valley United Soccer (800 players), Wenatchee Special Olympics (45 players), Hispanic soccer leagues (roughly 200 registered players – their numbers fluctuate according to their club president). There are also over 120, 3rd grade through high school boys and girls that participate in lacrosse. Men's and women's premier soccer leagues also play in the NCW Alliance and a variety of youth soccer and lacrosse camps and tournaments occur sporadically as space allows. According to the Wenatchee Futbol Club, they estimate that there are an equal number of un-registered players that vie for field space when the organized groups are not using them. It is realistic to project that each of the above groups would utilize the new field. The total amount of people that would be attracted and utilize the field from outside the area is difficult to estimate as team sizes vary from 3 to 11 people per team. The number of games that can occur on the field at one time also varies based on the size of the teams. In general, however, we would estimate that the field will see on average 24 scheduled games (with 22 players each time) per week, year-round. Variables include the season of play, if there is snow on the field, field recovery time and field size need for the age group participating (younger age groups or smaller size teams could have multiple games occurring at the same time on the field). These calculations do not include additional special uses by camps or unregistered/open use. When completed at the end of 2021, this field will allow the soccer and lacrosse organizations to finally host tournaments and groups from outside of the area.

2. As a direct result of your proposed tourism-related service, provide an estimate of *(Estimates in question #2 are required by State law)*

- a. Overall attendance at your proposed event/activity/facility: 25,344 annually
- b. Number of people who will travel more than 50 miles for your event/activity/facility: 465 annually
- c. Of the people who travel more than 50 miles, the number of people who will travel from another country or state: 0
- d. Of the people who travel more than 50 miles, the number of people who will stay overnight in Chelan County: 220 annually
- e. Of the people staying overnight, the number of people who will stay in PAID accommodations *(hotel/motel/bed-breakfast)* in Chelan County: 198 annually
- f. Number of paid lodging room nights resulting from your proposed event/activity/facility? *(Example: 25 paid rooms on Friday and 50 paid rooms on Saturday = 75 paid lodging room nights):*148 annually

The County must also require post event reporting. What methodology will you use to calculate the actual number of visitors? *(For example, some entities may ask for zip codes on ticket sales, put up a map at your event for visitors to pinpoint their home, or would your event be able to be tracked by a partner hotel who offers a special rate?):*

We are anticipating that the field will be heavily used by both soccer and lacrosse once it is opened as this will be the first City field dedicated for this purpose. Even with its construction, we will still have a shortage of fields to address the current level of demand. To collect data and distribute use, we are anticipating following a similar scheduling process that we have

used for the last 35 years with our baseball fields as it has functioned well. At the start of the year we meet with the various user groups to determine their upcoming field use needs and requests and work those requests into the schedule. Then, general scheduling outside of this is completed by contacting our departmental offices so that we can help ensure the equitable distribution of time among remaining groups and to avoid potential conflicts with other park events. Through the use of our on-line reservation system to schedule the fields, we are able to obtain user and demographic information. For tournaments, we require groups to complete a special event permit process which asks them to provide a breakdown of the criteria contained in question 2a-d above as part of the application process.

3. Describe the prior success of your organization in attracting tourists to your location, events, activities:

The City Parks, Recreation and Cultural Services Department has a long history of attracting some of the larger sports tourism events in the Wenatchee Valley and acquiring and operating parks that serve both residents and visitors to the community. The following is a summary of a few of these events and park areas: Special Olympics Washington State Winter Games. For over 20 years the City has coordinated this three-day event which attracts over 1,700 athletes, supporters and family members from across Washington State to the Wenatchee Valley. Competitions are typically held at Mission Ridge, East Wenatchee and Wenatchee School District gyms, Town Toyota Center, Wenatchee Convention Center and Leavenworth Fish Hatchery. Apple Capital Invitational and Starlight Invitational Swim Meets. Along with the Summer Swim League championship meet, these swim meets are held at the City Pool and hosted by Velocity Swimming with support from the City. The meets have been held annually since the late 1970's with athletes and their support teams arriving in town on Wednesday and competitions running all day Thursday through Sunday. The Apple Capital meet brings in over 1,100 swimmers and Starlight attracts over 700 swimmers plus their families and other supporters from around the Pacific Northwest and Canada. Triple Crown Youth Baseball Tournament. Since 2010 this tournament has utilized Lincoln Park and multiple other baseball fields in the valley in the spring for an early season youth baseball tournament. Along with 18 park areas that serve predominantly local valley residents, there are two facilities the City fully or partially manages that have a broader user base. Foothills Trail System. Since 2010, in partnership with the Chelan Douglas Land Trust, the City has acquired over 900 acres of property in the western foothills including the Foothills North Natural Area, Sage Hills Gateway, Lower Castle Rock Natural Area and Saddle Rock to address the increase in popularity of outdoor recreation activities. These areas provide a variety of year-round outdoor recreation and education opportunities ranging from snow shoe hiking, horseback riding, hiking and mountain biking for both residents and visitors from around the world. Trailheads at the Saddle Rock Gateway and Lower Castle Rock have been constructed to address the increased visitation and an additional trailhead at Kenzie's Landing is scheduled for construction in 2021 to provide improved service to visitors. Saddle Rock and the Saddle Rock Gateway have received state recognition for excellence and work continues on Saddle Rock to remediate waste rock piles left by the previous property owner and improve the trail corridors for recreationalists. Along with other property owners, the City also manages portions of the Apple Capital Recreational Loop Trail. The newest addition to the trail corridor Hale Park, features the areas only leash recreation area and also a skate park that is gaining national acclaim. From talking with skaters and observing license plates in the parking lot, since opening in 2020, visitors from around the Country and Canada have made, and continue to make, the pilgrimage to the park to skate it.

4. Describe your target tourist audience (location, demographics, etc.):

Our project is anticipated to serve age groups ranging from youth to adults. Along with the participants, spectators and families would also attend. Generally, we have seen that for every participant, there is an average of 1.5 additional people in attendance at sporting events. Because field space is at a premium, we are anticipating that the majority of the regular weekday uses would come from the areas including Leavenworth, Cashmere, Wenatchee and East Wenatchee, Quincy Entiat, Chelan, Waterville, Malaga and Rock Island. Tournament and weekend play would make up the majority of outside of the area participants with Lacrosse drawing teams from the west side of the State and soccer largely drawing from communities from around the east side of the State.

5. Describe how you will promote your event/activity/facility to attract tourists:

The promotion of the project has been underway for several years and will continue through construction and the opening of the field. The public involvement process has been well covered in English and Spanish by our radio stations (KOHO, KPQ, La Nueva, Sunny FM, Z-Country), television station (NCWLife), newspaper (Wenatchee World), and through both ours and partners social and electronic media sites. The project has also been promoted in our Summer Recreation Guide of which we print and distribute over 10,000 copies throughout the Wenatchee Valley. We will continue to utilize these sources and include the Washington's Playground website address and Chelan County in the media releases during the implementation of the project. When nearing completion we will be directly alerting user groups about the availability of the new field for tournaments. These groups in turn will be the ones coordinating and hosting the tournaments similar to how we work with Triple Crown and Velocity. Several groups have already reached out to us to find out when it will be available for play. The tournament opportunities will be announced in the usual manner through flyers, social media, sport organization websites.

6. Are you applying for Lodging Tax Funds from another community (yes or no)? If yes, list the other jurisdiction(s) and amount(s) requested:

We are not requesting any additional lodging tax funding.

7. What is the overall budget for your event/activity/facility? What percent of the budget are you requesting from Lodging Tax Funds?

The overall budget for this project is \$2,254,592. Funding is being derived from City sources, State and Federal grants and donations. The amount we are requesting from Lodging Tax funds is 8% of the budget. A copy of the preliminary project budget at the 30% design level is attached.

File Attachment:



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: October 14, 2021

I. SUBJECT

Arts, Recreation and Parks Commission Member Re-appointment

II. ACTION REQUESTED

Move approval of Resolution 2021-32 re-appointing Ryan Harmon to position eight and Resolution 2021-34 re-appointing Lukas Hedtke to position six of the Arts, Recreation and Parks Commission.

III. OVERVIEW

The Arts, Recreation and Parks Commission is a nine-member citizen volunteer commission that serves in an advisory capacity to the Wenatchee City Council. The primary functions of the Commission are to:

- Review and make recommendations concerning recreation program offerings of the City.
- Oversee the City's art collection and comprehensive arts program.
- Provide recommendations regarding the acquisition, development and maintenance of park areas.
- Serve as the City Forestry Board and oversee the Urban Forestry Program.
- Review and make recommendations regarding the implementation of the City Parks, Recreation and Open Space Plan.
- Provide advice and make recommendations concerning the Wenatchee Community Center and Cemetery.
- Review art, recreation and park related proposals.
- Complete regular reviews of fees and charges for services.

In October 2020, Lukas Hedtke was appointed to a commission vacancy that had an unexpired term. The term expires at the end of the year. He has applied for re-appointment to the position for a full term that has an expiration of December 31, 2024.

Earlier this year, Ryan Harmon was appointed to a commission vacancy that had an unexpired term. The term expires at the end of the year. He has applied for re-appointment to the position for a full term that has an expiration of December 31, 2024.

A copy of his application is attached.

Staff is recommending his re-appointment to the Commission.

IV. FISCAL IMPACT

None.

V. PROPOSED PROJECT SCHEDULE

If City Council approves the agenda item, Ryan and Lukas would continue serving on the Commission.

VI. REFERENCE(S)

VII. ADMINISTRATIVE ROUTING

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

RESOLUTION NO. 2021-32

A RESOLUTION, re-appointing a member to the Arts, Recreation and Parks Commission.

WHEREAS, Ryan Harmon was appointed earlier this year to fill an unexpired term on the Arts, Recreation and Parks Commission; and

WHEREAS, the term of the position expires at the end of the year; and

WHEREAS, Ryan Harmon has expressed interest and applied to continue serving on the Commission; and

WHEREAS, Ryan Harmon brings valuable engineering experience to the Commission.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following re-appointment to the Arts, Recreation and Parks Commission Position Eight with a term ending on December 31, 2024:

NAME & ADDRESS

Ryan Harmon
1618 McKittrick Street
Wenatchee, WA 98801

TERM EXPIRES

December 31, 2024

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 14th day of October 2021.

CITY OF WENATCHEE,
a Municipal Corporation

By: _____
FRANK KUTNZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney



City of Wenatchee

Volunteer Commission and Board Application

COMMISSION/BOARD INFORMATION

Board (s) I would like to be considered for: (If more than one, please rank them in order of preference)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Arts, Recreation & Parks Commission | <input type="checkbox"/> Greater Wenatchee Regional Events Center PFD Board |
| <input type="checkbox"/> Cemetery Advisory Board | <input type="checkbox"/> Historic Preservation Board |
| <input type="checkbox"/> Civil Service Board | <input type="checkbox"/> Lodging Tax Advisory Committee |
| <input type="checkbox"/> Code Enforcement Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Diversity Advisory Committee | <input type="checkbox"/> Tourism Promotion Area Board |

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

Residency Requirement: Applicants must reside within the City Limits of Wenatchee except the Arts Commission, Diversity Advisory Committee, Historic Preservation Board, and the Parks & Recreation Advisory Board

Last Name: HARMON First Name: RYAN Initial: E

Physical Address: 1618 MCKITTRICK STREET City: WENATCHEE Zip: 98801

Mailing Address: " " City: " " Zip: " "

Day Phone: 509-670-6428 Evening Phone: " "

E-mail: ~~ryanharmon~~ryanharmon14@gmail.com Years lived in Wenatchee Valley: 24

Occupation: PROJECT ENGINEER Years of Experience: 6

Work Address: 1350 MCKITTRICK STREET City: WENATCHEE Zip: 98801

Education and Formal Training: B.S. CIVIL ENGINEERING, P.E. LICENSE

Have you ever been convicted of a felony or released from prison? Yes No

(A conviction record will not necessarily bar you from serving. Factors such as the nature and gravity of the crime, the length of time that has passed since the conviction and/or completion of any sentence, and the nature of the position for which you have applied will be considered.)

Volunteer/Community Experience:

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: PARK DESIGN (EAST WENATCHEE GATEWAY PARK, CRESCENT BAR RECREATION AREA, CHELAN WOODIN AVE BRIDGE)

Experience related to the Commission/Board: AS MENTIONED ABOVE, I HAVE EXPERIENCE DESIGNING PARKS AND PARKS ELEMENTS. I ALSO HAVE AND PLAN TO CONTINUE UTILIZING THE RECREATION OPPORTUNITIES PROVIDED BY THE CITY.

Why are you seeking this appointment? I KNOW THERE ARE SEVERAL PARKS PROJECTS ON THE HORIZON AND I WOULD LIKE TO USE MY EXPERIENCES TO HELP IN IMPLEMENTING THOSE PROJECTS. ALSO PARKS, RECREATION AND ARTS ARE ALL FUN ASPECTS ABOUT LIVING IN THE WENATCHEE VALLEY THAT I WOULD LIKE TO SHARE WITH OTHERS.

Would any conflict of interest be created as a result of your appointment? Yes No

If yes, please explain: POSSIBLY, IN MY ROLE AS PROJECT ENGINEER IT IS POSSIBLE I WOULD HAVE A PROJECT TO PRESENT TO THE BOARD. IN THESE RARE INSTANCES, I WOULD RECUSE MYSELF

REFERENCES


Name: JACOB HUYLAR → 428 ALLISON STREET
Address: ~~JHUYLAR@WENATCHEE~~ City: WENATCHEE Zip: 98801
Phone: 509-860-8160 Email: JHUYLAR@WENATCHEE.WA.GOV
Occupation: ENGINEERING SERVICES MANAGER Years known: 3

Name: DAN IRELAND
Address: 1600 WASHINGTON STREET City: WENATCHEE Zip: 98801
Phone: ~~509~~ 360-870-1640 Email: dan.ireland@scjalliance.com
Occupation: PRINCIPAL OF SCJ ALLIANCE Years known: 7

Name: AARON GALE
Address: 2370 W MALAGA ROAD City: MALAGA Zip: 98828
Phone: 509-679-9756 Email: _____
Occupation: AG CHEMICAL SALES, ORCHARD OWNER Years known: 14

AFFIDAVIT OF APPLICANT

I, RYAN HARMON, do hereby certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I also understand that this completed application may be made available for public inspection.



(Signature)
Date: 9/22/21

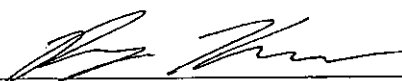


City of Wenatchee Volunteer Board, Commission and Committee Responsibilities

To be selected and serve as a City of Wenatchee volunteer Board, Commission or Committee Member is a high honor and provides an unusual opportunity for genuine public service. Although the specific duties of each of the City's Boards vary widely with the purpose for which they are formed, there are certain responsibilities that are common to all members. As a volunteer Board, Commission or Committee representative of the City of Wenatchee, I agree to:

1. Understand my role and scope of responsibility. I will be informed of the individual group's scope of responsibility and operating procedures.
2. Represent the majority views of the group. Individual "opinions" to the public and press are discouraged, and, if given, must be identified as such.
3. Practice open and accountable government. I will be as open as possible about my decisions and actions, and also protect confidential information.
4. Represent the public interest and not special interest groups.
5. Not make decisions in order to gain financial or other benefits for myself, my family, or friends.
6. Serve as a liaison between the City and its citizens and can help reconcile contradictory viewpoints and to build a consensus around common goals and objectives. I will serve as a communication link between community, staff, and City, representing City programs and recommending and providing a channel for citizen expression.
7. Understand my role as a supportive relationship with the City Council and City staff and to follow the proper channel of communication through the designated staff person providing support for the group.
8. Do my homework and be thorough in recommendations. I will review agenda items under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. My conclusions will be based on careful preparation to strengthen the value of the group's recommendation.
9. Adhere to the highest standards of integrity and honesty in all endeavors and strive to safeguard the public trust. I shall announce any direct or remote conflict of interests prior to the discussion (RCW 42.36).
10. Understand that my authority is limited to decisions made by the group, and that in most cases, the decisions are advisory.
11. Understand that in my role I recommend policy while administrators and staff carry out approved policy.
12. Establish a good working relationship with fellow group members. I will respect individual viewpoints and allow other members time to present their views fully before making comments. I will be open and honest and welcome new members.
13. Not use or involve my membership in the conduct of political activities. However, I am not restricted from participating in political activities outside of my involvement in the group.

I hereby pledge to be positive in my role as a volunteer with the City and accept responsibility for my participation.

Signed: 

Date: 9/22/91

RESOLUTION NO. 2021-34

A RESOLUTION, re-appointing a member to the Arts, Recreation and Parks Commission.

WHEREAS, Lukas Hedtke will complete his first term on the Arts, Recreation and Parks Commission at the end of the year;

WHEREAS, Lukas Hedtke works in the City of Wenatchee; and

WHEREAS, Lukas Hedtke is desiring to continue to provide service to the community by serving a second term as a member of the Commission;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following re-appointment to Arts, Recreation and Parks Commission Position Six with a term ending on December 31, 2024:

NAME & ADDRESS

TERM EXPIRES

Lukas Hedtke
435 S Kansas Loop
East Wenatchee, WA 98802

December 31, 2024

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 14th day of October, 2021.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
FRANK J. KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney



City of Wenatchee
Volunteer Commission and Board Application

COMMISSION/BOARD INFORMATION

Board (s) I would like to be considered for: (If more than one, please rank them in order of preference)

- | | |
|--|---|
| <input type="checkbox"/> Arts, Recreation & Parks Commission | <input type="checkbox"/> Greater Wenatchee Regional Events Center PFD Board |
| <input type="checkbox"/> Cemetery Advisory Board | <input type="checkbox"/> Historic Preservation Board |
| <input type="checkbox"/> Civil Service Board | <input type="checkbox"/> Lodging Tax Advisory Committee |
| <input type="checkbox"/> Code Enforcement Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Diversity Advisory Committee | <input type="checkbox"/> Tourism Promotion Area Board |

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

Residency Requirement: Applicants must reside within the City Limits of Wenatchee except the Arts Commission, Diversity Advisory Committee, Historic Preservation Board, and the Parks & Recreation Advisory Board

Last Name: _____ First Name: _____ Initial: _____

Physical Address: _____ City: _____ Zip: _____

Mailing Address: _____ City: _____ Zip: _____

Day Phone: _____ Evening Phone: _____

E-mail: _____ Years lived in Wenatchee Valley: _____

Occupation: _____ Years of Experience: _____

Work Address: _____ City: _____ Zip: _____

Education and Formal Training: _____

Have you ever been convicted of a felony or released from prison? Yes No

(A conviction record will not necessarily bar you from serving. Factors such as the nature and gravity of the crime, the length of time that has passed since the conviction and/or completion of any sentence, and the nature of the position for which you have applied will be considered.)

Volunteer/Community Experience:

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: _____

Experience related to the Commission/Board: _____

Why are you seeking this appointment? _____

Would any conflict of interest be created as a result of your appointment? Yes No

If yes, please explain: _____

REFERENCES

Name: _____
Address: _____ City: _____ Zip: _____
Phone: _____ Email: _____
Occupation: _____ Years known: _____

Name: _____
Address: _____ City: _____ Zip: _____
Phone: _____ Email: _____
Occupation: _____ Years known: _____

Name: _____
Address: _____ City: _____ Zip: _____
Phone: _____ Email: _____
Occupation: _____ Years known: _____

AFFIDAVIT OF APPLICANT

I, _____, do hereby certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I also understand that this completed application may be made available for public inspection.

(Signature)
Date: _____



City of Wenatchee Volunteer Board, Commission and Committee Responsibilities

To be selected and serve as a City of Wenatchee volunteer Board, Commission or Committee Member is a high honor and provides an unusual opportunity for genuine public service. Although the specific duties of each of the City's Boards vary widely with the purpose for which they are formed, there are certain responsibilities that are common to all members. As a volunteer Board, Commission or Committee representative of the City of Wenatchee, I agree to:

1. Understand my role and scope of responsibility. I will be informed of the individual group's scope of responsibility and operating procedures.
2. Represent the majority views of the group. Individual "opinions" to the public and press are discouraged, and, if given, must be identified as such.
3. Practice open and accountable government. I will be as open as possible about my decisions and actions, and also protect confidential information.
4. Represent the public interest and not special interest groups.
5. Not make decisions in order to gain financial or other benefits for myself, my family, or friends.
6. Serve as a liaison between the City and its citizens and can help reconcile contradictory viewpoints and to build a consensus around common goals and objectives. I will serve as a communication link between community, staff, and City, representing City programs and recommending and providing a channel for citizen expression.
7. Understand my role as a supportive relationship with the City Council and City staff and to follow the proper channel of communication through the designated staff person providing support for the group.
8. Do my homework and be thorough in recommendations. I will review agenda items under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. My conclusions will be based on careful preparation to strengthen the value of the group's recommendation.
9. Adhere to the highest standards of integrity and honesty in all endeavors and strive to safeguard the public trust. I shall announce any direct or remote conflict of interests prior to the discussion (RCW 42.36).
10. Understand that my authority is limited to decisions made by the group, and that in most cases, the decisions are advisory.
11. Understand that in my role I recommend policy while administrators and staff carry out approved policy.
12. Establish a good working relationship with fellow group members. I will respect individual viewpoints and allow other members time to present their views fully before making comments. I will be open and honest and welcome new members.
13. Not use or involve my membership in the conduct of political activities. However, I am not restricted from participating in political activities outside of my involvement in the group.

I hereby pledge to be positive in my role as a volunteer with the City and accept responsibility for my participation.

Signed: _____ Date: _____



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: October 14, 2021

I. SUBJECT

City of Wenatchee Project No. 1716 - Wenatchee City Hall Redevelopment construction contract between the City and TW Clark Construction, LLC, Change Order No. 3 in the amount of \$134,438.00 plus WSST.

II. ACTION REQUESTED

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

III. OVERVIEW

Construction began in June 2021 with the initial phase of work including hazardous material abatement and demolition of the existing features and windows. As progress moved forward, basement structural elements were constructed, making way for the structural members on the main floor. Mechanical, electrical, and plumbing (MEP) trades began mapping out their paths through the existing components and the civil subcontractor began making progress with the on-street parking and accessibility renovations.

While the majority of the construction progress is progressing as planned, there have been a few unforeseen conditions that have impacted the contract, as summarized below and memorialized in TW Clark Construction, LLC, Change Order No. 3:

- There is an inability to reuse the existing Rescue Assistance devices due to technology advances.
- Electrical modifications are necessary due to Department of Homeland Security restrictions.
- As-built mapping inaccuracies exist, resulting in the relocation and resizing of many MEP components. It is recommended that a building scan be completed to accurately map and create a 3D model of Wenatchee City Hall to aid in the final placement of the MEP components that are currently in conflict, of which there are many.
- The roof design specified an incorrect roofing material; actual material type has additional expense.

- Through the demolition process it was discovered that additional structural connections were required.
- The telecommunication design requires modification to accommodate Information System's needs for City phones and network components not understood during the initial design.
- Unstable soils were discovered at the corner of Methow and Yakima streets, requiring additional time and material to remedy.
- The street lighting conduit unearthed during excavation requires replacement.

IV. FISCAL IMPACT

Change Order No. 3 in the amount of \$134,438.00, plus WSST, will be deducted from City of Wenatchee Project No. 1716 contingency fund.

V. PROPOSED PROJECT SCHEDULE

Renovation began in June 2021 and is projected to be complete in the summer of 2022.

VI. REFERENCE(S)

1. Capital Project Budget approved on May 13, 2021

VII. ADMINISTRATIVE ROUTING

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

AIA[®] Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Wenatchee City Hall 301 Yakima Street Wenatchee, WA 98801	CONTRACT INFORMATION: Contract For: General Construction Date: May 14, 2021	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: 09/28/2021
OWNER: <i>(Name and address)</i> City of Wenatchee PO Box 519 Wenatchee, WA 98801	ARCHITECT: <i>(Name and address)</i> ARC Architects 119 S Main Street, Ste 200 Seattle, WA 98104	CONTRACTOR: <i>(Name and address)</i> TW Clark Construction, LLC 1117 North Evergreen Road #1 Spokane Valley, WA 99216

THE CONTRACT IS CHANGED AS FOLLOWS:

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

- AC 1 PR 3r2 Shear Wall at HS
- AC 2 PR x RFI 8 RM G01_E Structural_Mech
- AC 6 PR 7 Rescue Assistance R1
- AC 10 PRx RFI 14 Demo for Plumbing
- AC 12 PRx RFI 15 Delete ATS R1
- AC 13 PR 5 Light Fixtures
- AC 19 PR 8 Floor Box_RFI 37 R1
- AC 21 PRx Remove_Reroute Hydronic Piping
- AC 23 PR 9_9R1 Telecom_Power
- AC 24 PR 10 Added Sidewalk
- AC 26 PRx RFI 34 Cable Tray
- AC 27 PRx ASI 7 Structural Changes R1
- AC 29 PRx RFI 28 Blinds
- AC 30 PRx RFI 44 Reinforce Column_Repair
- AC 31 PRx RFI 57 Rebar in SW
- AC 32 PR 11 Credit GWB
- AC 37 PRx RFI 67 CMU Support
- AC 38 PRx RFI 56 Unsuitable Soils
- AC 39 PRx Scan Structure
- AC 40 PRx Demo Concrete Curb
- AC 41 PRx RFI 58 PVC Roofing
- AC 42 PRx RFI 59 Site Lighting R1

The original Contract Sum was	\$ 8,634,000.00
The net change by previously authorized Change Orders	\$ 195,484.00
The Contract Sum prior to this Change Order was	\$ 8,829,484.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 134,438.00
The new Contract Sum including this Change Order will be	\$ 8,963,922.00

The Contract Time will be increased by (0) days.
The new date of Substantial Completion will be

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

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

ARC Architects ARCHITECT <i>(Firm name)</i>	TW Clark Construction, LLC CONTRACTOR <i>(Firm name)</i>	City of Wenatchee OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Jeff Wandasiewicz, Principal	Scott Rountree, Project Manager	Frank J. Kuntz, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
09/28/2021	9/28/2021	
DATE	DATE	DATE



Capital Project Budget

Date: May 13, 2021 Project Number: 1716

Project Name: City Hall Redevelopment Dept/Category: Facilities - Fund 308

Project Description:
Through a public private partnership, the City purchased a portion of the Wenatchee Federal Building to repurpose as a new City Hall. Design was initiated in 2017 and construction is anticipated in 2021.

Project Lead:	Elisa Webb	Start Year:	2017
Assigned Department:	Facilities	End Year:	2023
Original Project Budget:	\$14,500,000	Total City Funding:	\$15,694,000
Budget Amendment:		Other Funding:	

Project Notes:
Original project was estimated at \$7,775,000. In 2020, lowest responsive bidder was at \$10,450,000. May 5, 2021, the City received five (5) bid proposals for the Wenatchee City Hall Redevelopment project. The low bidder is TW Clark Construction, LLC with a base bid amount of \$8,365,000, plus 8.5% WSST. The bid also included two (2) alternates, 1) The addition of skylights, adding \$210,000, plus 8.5% WSST and 2) the additional of pavement replacement, adding \$59,000, plus 8.5% WSST.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2021	2022	2023+	
Purchase of Property	3,600,000	3,600,000	3,600,000				3,600,000
Property Purchase Admin/Condo Reserves	50,000	33,000	33,000				33,000
Temporary City Hall Move	100,000	-	-				
Schematic Design	150,000	133,000	133,000				133,000
Change Management	17,000	17,000	17,000				17,000
Owner's Representative - Design	30,000	120,000	30,000	60,000	30,000		120,000
Design Development - includes Road Design	874,000	990,000	840,000	150,000			990,000
Remodel - Construction	6,500,000	8,634,000		4,500,000	3,865,000		8,365,000
Contract Administration	200,000	450,000		450,000	50,000		500,000
Site Improvements	575,000	-					-
Fixtures, Furniture & Equipment	650,000	800,000		200,000	600,000		800,000
Administration	50,000	50,000		40,000	10,000		50,000
Contingency	1,500,000	1,000,000		500,000	500,000		1,000,000
Art Fund	100,000	86,000			86,000		86,000
Total Project Expenditures	14,396,000	15,913,000	4,653,000	5,900,000	5,141,000		15,694,000

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2021	2022	2023+	
Fund:	308 - Bond Proceeds	12,000,000		2,066,000	9,934,000			12,000,000
Fund:	001 - General Fund	1,500,000		1,500,000	1,194,000			2,694,000
Fund:	401 - Water Utility	387,350		380,100	7,250			387,350
Fund:	405 - Sewer Utility	333,590		327,350	6,240			333,590
Fund:	410 - Storm Drain Utility	279,060		273,840	5,220			279,060
Fund:	415 - Regional							
Fund:								
GRANTS:								
Total Project Revenues		14,500,000		4,547,290	11,146,710			15,694,000

Approved by City Council: _____ Date _____



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Laura Merrill, Executive Services Director
Mayor's Office
Gary Owen, City Engineer
Public Works

MEETING DATE: October 14, 2021

I. SUBJECT

Actions pertaining to Real Estate Purchase and Sale Agreements between WSDOT, the City of Wenatchee and Gary Noyes for property generally located near S Mission and Stevens Street.

II. ACTION REQUESTED

Motion for the City Council to:

1. Approve the Real Estate Purchase and Sale Agreement between the Washington State Department of Transportation (WSDOT) and City of Wenatchee and authorize the Mayor's signature.
2. Approve the Real Estate Purchase and Sale Agreement between the City of Wenatchee and Gary Noyes and authorize the Mayor's signature.

III. OVERVIEW

The City of Wenatchee owns property generally located near S Mission and Stevens Street (Property). The City has rights to the Property via a quit claim deed from the Washington State Department of Transportation (WSDOT). The deed includes a restriction that reverts the land back to WSDOT in the event that any or all portion of the lands cease to be used as a public park. The Property is primarily green space but over the years additional uses have been added including public parking and a private use by an adjacent business owned by Gary Noyes. As such, the Property ownership has reverted back to the WSDOT.

The adjacent property owner, Gary Noyes (Noyes) is interested in acquiring the portion of the Property to continue and expand his business operations. In an effort to support the redevelopment of this area, the City has agreed to act as the intermediary to facilitate the acquisition of the Property from WSDOT which would then be transferred to Noyes. The Property has been appraised at \$37,200.00 by WSDOT, Noyes will be responsible for paying the appraised price as well as any transaction fees. The proposed Real Estate Purchase and Sale Agreements (REPSA) between WSDOT and the City and between the City and Noyes will close simultaneously providing for a streamlined transaction.

It is staff's understanding that Mr. Noyes will pursue vacation of the remainder of the alley between lots 10, 11, and 12 and this parcel after completion of this transaction. Staff recommends the City Council approve the REPSA's between the three parties and authorize the Mayor's signature.

IV. FISCAL IMPACT

Gary Noyes will be responsible for all associated costs for both transactions. The associated property transactions will close simultaneously.

VI. REFERENCE(S)

1. Real Estate Purchase and Sale Agreement between the Washington State Department of Transportation.
2. Real Estate Purchase and Sale Agreement between the City of Wenatchee and Gary Noyes.
3. Preliminary Record of Survey detailing area of property sale.

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Rob Jammerman, Public Works Director
Brad Posenjak, Finance Director

REAL ESTATE PURCHASE AND SALE AGREEMENT

Wenatchee, Washington

_____, 2021

1. Seller. Seller is the State of Washington, Washington State Department of Transportation (“WSDOT”).
2. Purchaser. Purchaser is the City of Wenatchee, a municipal corporation of the State of Washington (“City”).
3. Agreement/Property. The Seller agrees to sell and the Purchaser agrees to purchase the following described property located in the County of Chelan, the “subject property,” described as:

That portion of Lots 6, 7, 8 and 9, Block 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 9 and that portion of the alleys in said Block 16 vacated by City of Wenatchee Board of Commissioners by Ordinance No. 2677 recorded June 15, 1987 under Auditor’s File No. 8706150017 which would attach by operation of law.

Beginning at the Northwest corner of said Lot 6;
thence North 10°01’11” West a distance of 10.00 feet to the center of said vacated alley;
thence North 79°58’49” East along center line of said vacated alley a distance of 5.84 feet;
thence continuing along said center line of vacated alley North 79°58’49” East a distance of 53.07 feet;
thence 74.92 feet through a non-tangent curve having a radius of 839.21 feet, a central angle of 05°06’55”, with a chord bearing of South 05°47’14” East for a distance of 74.90 feet to the Northerly right of way of State Highway Route No. 285, SR 285, W. End of George Sellar Bridge to Ferry St. Vic, from a point opposite Highway Engineer’s Station (hereinafter referred to as HES) 33+19.49 on said line survey and 74.81 feet northerly therefrom;
thence leaving said alley North 87°39’27” West along said right of way a distance of 30.67 feet to HES 33+50.00 on said line survey and 78.00 feet northerly therefrom;

thence continuing along said right of way South 86°21'53" West a distance of 125.00 feet to HES 34+75.00 on said line survey and 78.00 feet northerly therefrom;

thence North 48°40'24" West a distance of 56.63 feet to HES 36+53.36 on said line survey and 53.83 feet easterly therefrom and a point of the Northerly line of Lot 9 of said Block 16, Columbia Bridge Addition to Wenatchee;

thence leaving said right of way North 79°58'49" East along the north line of said Lots 7, 8 and 9 a distance of 136.18 feet to the True Point of Beginning.

4. Purchase Price. The total purchase price is Thirty-seven Thousand Two Hundred and No/100 Dollars (\$37,200).

5. Payment of Purchase Price. The purchase price shall be paid as follows:

At closing, Purchaser shall pay Seller in cash the entire purchase price, of which the earnest money received herein is a part.

6. Earnest Money. Purchaser hereby deposits, and receipt is hereby acknowledged, of Three Thousand Seven Hundred Twenty Dollars (\$3,720), in the form of a check paid or delivered to closing agent as earnest money in part payment of the purchase price for the afore-described property.

7. Condition of Title. Purchaser's obligations hereunder are contingent on title being free of all encumbrances or defects unacceptable to it.

8. Title Insurance. Seller authorizes closing agent, at Purchaser's expense, to apply for a standard form owner's policy of title insurance to be issued by Central Washington Title Insurance Company. The title policy shall contain no exceptions other than those contained in said standard form and those not inconsistent with this Agreement. If title is not so insurable and cannot be made so insurable prior to closing, Purchaser may elect either to waive such encumbrances or defects, or to terminate this Agreement and receive a refund of the earnest money.

9. Conveyance. Seller shall convey title to the subject property to Purchaser by Quit Claim Deed.

10. Closing Agent. This sale shall be closed at the office of Central Washington Title Services, Inc. ("closing agent").

11. Time for Closing - Responsibilities of Parties. This sale shall be closed not later than November 30, 2021. The Purchaser and Seller shall deposit with the closing agent all instruments, documents, and monies necessary to complete the sale in accordance with this Agreement.

12. Definition of Closing. "Closing" means the date on which all documents are recorded and the sale proceeds are available for disbursement to Seller.

13. Proration. The subject property is exempt from real property taxes and will remain so after closing. There are no utilities to be pro-rated.
14. Closing Costs.
 - a. Seller. Seller shall pay the following escrow and closing costs: None.
 - b. Purchaser. Purchaser shall pay the following escrow and closing costs: The sale is exempt from real estate excise tax due to a government seller. Purchaser shall pay the document preparation fee, escrow closing fee, recording fee for deed, excise tax affidavit processing fee, cost of survey and cost of title insurance.
15. Possession. Seller shall deliver possession to Purchaser on closing.
16. Condition of Property. Purchaser accepts the property "AS IS" in its current condition and acknowledges that it is not relying upon any representation or warranty concerning the condition, area or boundaries of the property made by Seller or Seller's agents, employees or representatives.
17. Merger. There are no other verbal or other agreements which modify or affect this Agreement.
18. Modification/Waivers. All subsequent modifications or waivers of any condition of this Agreement shall be in writing and signed by the appropriate parties.
19. Time. Time is of the essence of this Agreement.
20. Notices. Notice hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified or registered mail, return receipt requested, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered as follows:

TO PURCHASER: City of Wenatchee
 Mayor's office
 301 Yakima Street, Ste. 301
 Wenatchee, WA 98801
 LMerrill@WenatcheeWa.gov
 509-888-6216

TO SELLER: Washington Department of Transportation
 Real Estate Services Office
 P.O. Box 47338
 Olympia, WA 98504-7338
 waxmeli@wsdot.wa.gov
 509-630-5618

WITH COPY TO
PURCHASER'S
ATTORNEY:

Steve D. Smith
Davis, Arneil Law Firm, LLP
617 Washington Street
Wenatchee, Washington 98801
steve@dadkp.com; toni@dadkp.com
509-662-3551

21. Waiver. No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or be construed so as to at any future time estop such party from exercising its rights or remedies.

22. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Thurston County, Washington.

23. Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the parties.

24. Time for Acceptance. Seller shall have until 9:00 p.m. on October 30, 2021 to accept this offer, unless sooner withdrawn. Acceptance by Seller shall not be effective until a signed copy hereof is actually received by Purchaser. If this offer is not so accepted, it shall lapse.

25. Attorney's Fees. If any suit or proceeding is instituted by the Seller or the Purchaser, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, each party shall bear their own attorney's fees and costs incurred therein.

26. Counterparts/Facsimile. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties.

The facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

27. Survival. All terms of this Agreement, which are not satisfied or waived prior to closing, shall survive closing. These terms shall include, but not be limited to, representations and warranties, attorneys fees and costs, disclaimers, etc.

28. Simultaneous closing. Purchaser's obligation to close is contingent upon closing simultaneously a sale of the subject property to the neighboring property owner, Gary Noyes, of all or a portion of the subject property.

29. Fence. The chain link fence and concrete mow-strip that was installed by WSDOT under the West End George Sellar Bridge Intersection Improvements project along the northern boundary and transecting a portion of the property shall be relocated or replaced along the westerly, southerly, and easterly boundary. The new or relocated fence and mow-strip shall tie into the existing fence and mow-strip at the easterly boundary of the property. The work shall be completed by Purchaser, or Purchaser's successor in interest, within six months of closing.

DATED this ____ day of _____, 2021.

PURCHASER:

CITY OF WENATCHEE,
a municipal corporation

By _____
FRANK J. KUNTZ, Mayor

On this ____ day of _____, 2021, I hereby approve and accept the offer set forth in the above Agreement and agree to carry out all the terms thereof on the part of the Seller.

SELLER:

STATE OF WASHINGTON,
Dept of Transportation

By _____

Its: _____

REAL ESTATE PURCHASE AND SALE AGREEMENT

Wenatchee, Washington

_____, 2021

1. Seller. Seller is the City of Wenatchee, a municipal corporation of the State of Washington (“City”).
2. Purchaser. Purchaser is Gary Noyes, as his separate estate (“Noyes”).
3. Agreement/Property. The Seller agrees to sell and the Purchaser agrees to purchase the following described property located in the County of Chelan, described as:

That portion of Lots 6, 7, 8 and 9, Block 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 9 and that portion of the alleys in said Block 16 vacated by City of Wenatchee Board of Commissioners by Ordinance No. 2677 recorded June 15, 1987 under Auditor’s File No. 8706150017 which would attach by operation of law.

Beginning at the Northwest corner of said Lot 6;
thence North 10°01’11” West a distance of 10.00 feet to the center of said vacated alley;
thence North 79°58’49” East along center line of said vacated alley a distance of 5.84 feet;
thence continuing along said center line of vacated alley North 79°58’49” East a distance of 53.07 feet;
thence 74.92 feet through a non-tangent curve having a radius of 839.21 feet, a central angle of 05°06’55”, with a chord bearing of South 05°47’14” East for a distance of 74.90 feet to the Northerly right of way of State Highway Route No. 285, SR 285, W. End of George Sellar Bridge to Ferry St. Vic, from a point opposite Highway Engineer’s Station (hereinafter referred to as HES) 33+19.49 on said line survey and 74.81 feet northerly therefrom;
thence leaving said alley North 87°39’27” West along said right of way a distance of 30.67 feet to HES 33+50.00 on said line survey and 78.00 feet northerly therefrom;
thence continuing along said right of way South 86°21’53” West a distance of 125.00 feet to HES 34+75.00 on said line survey and 78.00 feet northerly therefrom;

thence North 48°40'24" West a distance of 56.63 feet to HES 36+53.36 on said line survey and 53.83 feet easterly therefrom and a point of the Northerly line of Lot 9 of said Block 16, Columbia Bridge Addition to Wenatchee;
thence leaving said right of way North 79°58'49" East along the north line of said Lots 7, 8 and 9 a distance of 136.18 feet to the True Point of Beginning.

4. Purchase Price. The total purchase price is Thirty-seven Thousand Two Hundred and No/100 Dollars (\$37,200).
5. Payment of Purchase Price. The purchase price shall be paid as follows:

At closing, Purchaser shall pay Seller in cash the entire purchase price, of which the earnest money received herein is a part.

6. Earnest Money. Purchaser has paid no earnest money.
7. Condition of Title. Purchaser's obligations hereunder are contingent on title being free of all encumbrances or defects unacceptable to it.
8. Title Insurance. Seller authorizes closing agent, at Purchaser's expense, to apply for a standard form owner's policy of title insurance to be issued by Central Washington Title Insurance Company. The title policy shall contain no exceptions other than those contained in said standard form and those not inconsistent with this Agreement. If title is not so insurable and cannot be made so insurable prior to closing, Purchaser may elect either to waive such encumbrances or defects, or to terminate this Agreement and receive a refund of the earnest money.
9. Conveyance. Seller shall convey title to the property to Purchaser by Statutory Warranty Deed.
10. Closing Agent. This sale shall be closed at the office of Central Washington Title Services, Inc. ("closing agent").
11. Time for Closing - Responsibilities of Parties. This sale shall be closed not later than November 30, 2021. The Purchaser and Seller shall deposit with the closing agent all instruments, documents, and monies necessary to complete the sale in accordance with this Agreement.
12. Definition of Closing. "Closing" means the date on which all documents are recorded and the sale proceeds are available for disbursement to Seller.
13. Proration. The property is exempt from real property taxes until date of closing, and then after closing will go on the tax rolls under Purchaser's name. There are no utilities to be pro-rated.

14. Closing Costs.

a. Seller. Seller shall pay the following escrow and closing costs: None.

b. Purchaser. Purchaser shall pay the following escrow and closing costs: The sale is exempt from real estate excise tax due to a government seller. Purchaser shall pay the document preparation fee, escrow closing fee, recording fee for deed, excise tax affidavit processing fee, cost of survey and cost of title insurance. Purchaser shall also reimburse Seller for costs incurred in the purchase of the land from the Washington State Department of Transportation including title insurance, document preparation, escrow closing, and recording.

15. Possession. Seller shall deliver possession to Purchaser on closing.

16. Condition of Property. Purchaser represents that he has had an opportunity to inspect the property. Purchaser accepts the property "AS IS" in its current condition and acknowledges that he is not relying upon any representation or warranty concerning the condition, area or boundaries of the property made by Seller or Seller's agents, employees or representatives.

17. Merger. There are no other verbal or other agreements which modify or affect this Agreement.

18. Modification/Waivers. All subsequent modifications or waivers of any condition of this Agreement shall be in writing and signed by the appropriate parties.

19. Time. Time is of the essence of this Agreement.

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

TO PURCHASER:

Gary Noyes

Wenatchee, WA 98801

Phone: _____

Email: _____

TO SELLER:

City of Wenatchee

Mayor's office

301 Yakima Street, Ste. 301

Wenatchee, WA 98801

509-888-3604

LMerrill@WenatcheWa.gov

509-888-6216

WITH COPY TO
SELLER'S
ATTORNEY:

Steve D. Smith
Davis, Arneil Law Firm, LLP
617 Washington Street
Wenatchee, Washington 98801
509-662-3551
Steve@dadkp.com; Toni@dadkp.com

21. Waiver. No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or be construed so as to at any future time estop such party from exercising its rights or remedies.

22. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Chelan or Thurston County, Washington, at Seller's discretion.

23. Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the parties.

24. Time for Acceptance. Seller shall have until 9:00 p.m. on October 30, 2021 to accept this offer, unless sooner withdrawn. Acceptance by Seller shall not be effective until a signed copy hereof is actually received by Purchaser. If this offer is not so accepted, it shall lapse.

25. Attorney's Fees. If any suit or proceeding is instituted by the Seller or the Purchaser, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, each party shall bear their own attorney's fees and costs incurred therein.

26. Counterparts/Facsimile. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties.

The facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

27. Survival. All terms of this Agreement, which are not satisfied or waived prior to closing, shall survive closing. These terms shall include, but not be limited to, representations and warranties, attorneys fees and costs, disclaimers, moving the fence, irrigation lines, utility service easement, etc.

28. Simultaneous Closing. Seller's obligation to close is contingent upon closing simultaneously a Purchase of the subject property from the Washington State Department of Transportation.

29. Fence. The chain link fence and concrete mow-strip that was installed by WSDOT under the West End George Sellar Bridge Intersection Improvements project along the northern boundary and transecting a portion of the property shall be relocated or replaced along the westerly, southerly, and easterly boundary. The new or relocated fence and mow-strip shall tie into the existing fence and mow-strip at the easterly boundary of the property. The work shall be completed by Purchaser, or Purchaser's successor in interest, within six months of closing. This agreement shall survive closing.

30. Irrigation Lines. The irrigation lines on the property shall be cut at the property lines and relocated/reconfigured by Noyes to allow watering of the remaining city property south of the subject property to the satisfaction of the City within six months of closing. This agreement shall survive closing.

31. Signal Controller. Seller shall reserve an easement for the electric service lines serving the signal controller and for access to the signal controller for maintenance, repair and replacement. The description of the easement premises shall be general in nature preserving the Purchaser's need for reasonable access to the signal controller and providing reasonable flexibility for Purchaser in utilizing the subject property.

DATED this ____ day of _____, 2021.

PURCHASER:

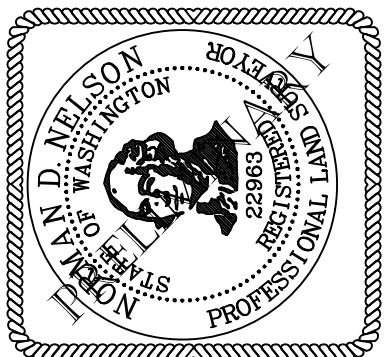
GARY NOYES

On this ____ day of _____, 2021, I hereby approve and accept the offer set forth in the above Agreement and agree to carry out all the terms thereof on the part of the Seller.

SELLER:

CITY OF WENATCHEE,
a municipal corporation

By _____
FRANK J. KUNTZ, Mayor



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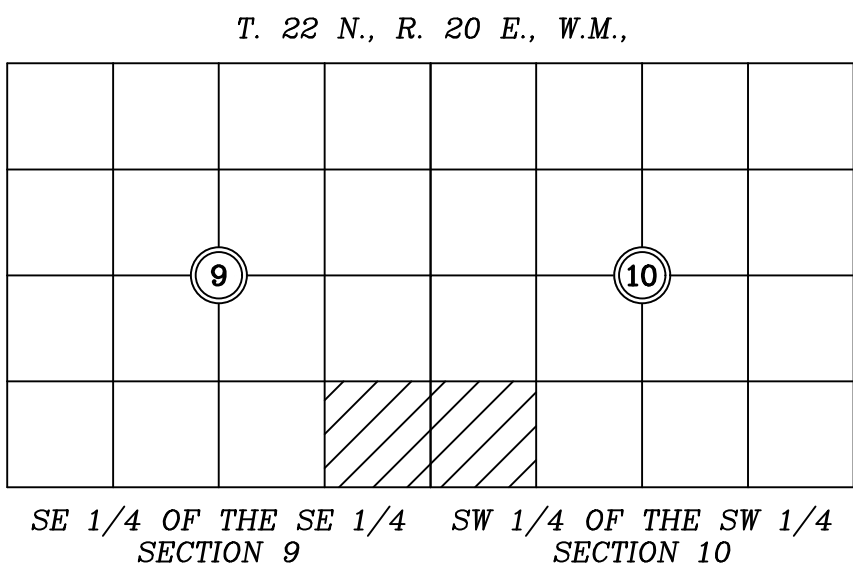
Northwest GEODIMENSIONS

PROFESSIONAL LAND SURVEYORS

15 North Chelan Ave. Wenatchee, Wa. 98801
Phone 509-663-8660 Fax 509-663-6278

RECORD OF SURVEY
NOYES / CITY OF WENATCHEE
T. 22 N. R. 20 E., W.M.
SE 1/4 OF THE S 1/4 SECTION 9
SW 1/4 OF THE SW 1/4 SECTION 10
WASHINGTON
CHELAN COUNTY
DWN: JTM FILE: 2021-04-26 PARK STREET TOPOGRAPHY
DATE: 2021-06-15

13039-03
PROJ. NO.
1 OF 2
SHT.



**LEGAL DESCRIPTION:
CITY OF WENATCHEE / STATE OF WASHINGTON SURPLUS**

That portion of Lots 6, 7, 8 and 9, Block 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, Page 9 and that portion of the alleys in said Block 16 vacated by City of Wenatchee Board of Commissioners by Ordinance No. 2677 recorded June 15, 1987 under Auditor's File No. 8706150017 which would attach by operation of law.

Beginning at the Northwest corner of said Lot 6;
thence North 10°01'11" West a distance of 10.00 feet to the center of said vacated alley;
thence North 79°58'49" East along center line of said vacated alley a distance of 5.84 feet;
thence continuing along said center line of vacated alley North 79°58'49" East a distance of 53.07 feet;
thence, 74.92 feet through a non-tangent curve having a radius of 839.21 feet, a central angle of 05°06'55", with a chord bearing of South 05°47'14" East for a distance of 74.90 feet to the Northerly right of way of State Highway Route No. 285, SR 285, W. End of George Sellar Bridge to Ferry St. Vic. from a point opposite Highway Engineer's Station (hereinafter referred to as HES) 33+19.49 on said line survey and 74.81 feet northerly therefrom;
thence leaving said alley North 87°39'27" West along said right of way a distance of 30.67 feet to HES 33+50.00 on said line survey and 78.00 feet northerly therefrom;
thence continuing along said right of way South 86°21'53" West a distance of 125.00 feet to HES 34+75.00 on said line survey and 78.00 feet northerly therefrom;
thence North 48°40'24" West a distance of 56.63 feet to HES 36+53.36 on said line survey and 53.83 feet easterly therefrom and a point of the Northerly line of Lot 9 of said Block 16, Columbia Bridge Addition to Wenatchee;
thence leaving said right of way North 79°58'49" East along the north line of said Lots 7, 8 and 9 a distance of 136.18 feet to the True Point of Beginning.

**LEGAL DESCRIPTION:
CITY OF WENATCHEE**

Lot 5 Block 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, Page 9 and that portion of the alley in said Block 16 vacated by City of Wenatchee Board of Commissioners by Ordinance No. 2677 recorded June 15, 1987 under Auditor's File No. 8706150017 which would attach by operation of law. lying northerly of the of the following description;

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 30+93 on the SR 285 line survey of SR 285, W. End of George Sellar Bridge to Ferry St. Vic., and 46.5 feet Northerly therefrom; thence Westerly to a point opposite HES 31+35 on said line survey and 48 feet Northerly therefrom; thence Northwesterly to a point opposite HES 31+59 on said line survey and 58 feet Northerly therefrom; thence Northwesterly to a point opposite HES 33+50 on said line survey and 78 feet Northerly therefrom; thence Westerly parallel with said line survey to a point opposite HES 34+75 thereon; thence Northwesterly to a point at the Southwest corner of Lot 10, Block 16, Columbia Bridge Addition to Wenatchee, according to the Plat thereof recorded in Volume 2 of Plats, Page 9, records of Chelan County, Washington, and the end of this line description.

REFERENCE SURVEYS:

- COLUMBIA BRIDGE ADDITION TO WENATCHEE
Recorded February 26, 1908 AFN: 21614
- WENATCHEE PARK ADDITION TO WENATCHEE
Recorded April 24, 1909 AFN: 27243
- () RECORD OF SURVEY
Recorded March 16, 1987 AFN: 8703160077
- { } RECORD OF SURVEY JOHN ZITTING SURVEY
Recorded April 26, 1985 AFN: 6504260028
- BOUNDARY LINE ADJUSTMENT: BLA 2013-111WE
Recorded July 31, 2013 AFN: 2387147
- RECORD OF SURVEY NOYES
Recorded February 24, 2014 AFN: 2396971
- RECORD OF SURVEY NOYES
Recorded April 25, 2018 AFN: 2476642

Curve	Length	Radius	Delta	Course	Chord
C-1	74.92	839.21	5°06'55"	S 5°47'14" E	74.90
C-3	14.20	839.21	0°58'10"	S 3°42'51" E	14.20
C-4	60.72	839.21	4°08'45"	S 6°16'19" E	60.71

Line #	Direction	Length
L-4	N 10°01'11" W	10.00
L-6	S 79°58'13" W	13.91

	Found Brass Cap in Monument Case [As Noted]
	Found Iron Pipe in Monument Case
	Calculated Point Not Set or Found
	5/8" Rebar & Cap: Stamped NWG 22963
	PK with Shiner: Stamped NWG 22963
	Right of Way
	Monumented Center Line
	Section Line
	Existing Easement

MONUMENT NOTES:

- [105] Found 2 1/2" Brass Cap in Monument Case.
- [106] Found 2 1/2" Brass Cap in Monument Case.
- [107] Found 2 1/2" Brass Cap in Monument Case.
- [108] Found 2 1/2" Brass Cap in Monument Case.
- [115] Found 3" Iron Pipe filled with Concrete.

GENERAL NOTES:

1. The Basis of Bearing is Washington State Plane North Zone NAD 83(91).
2. The Vertical Datum is NAVD 88.
3. Monuments shown were visited on 08/09/2007, & 04/28/2013
4. All distances shown on this plat are grid distances. Multiply by a combined scale factor of 1.000016383 to derive ground distances.
5. All distances are in U.S. Survey feet.
6. Traverse and topography were performed with the Trimble R8 GPS equipment and meets or exceeds the standards contained in WAC 332-130-090. Traverse was not balanced.

AUDITOR'S CERTIFICATE

NOYES / CITY OF WENATCHEE
T. 22 N. R. 20 E., W.M.
SE 1/4 OF THE S 1/4 SECTION 9
SW 1/4 OF THE SW 1/4 SECTION 10

Filed for record this _____ day of _____, 20__ at _____ M.

In Book _____, Page _____ of Surveys at the request of Norman Nelson.

Deputy _____ County Auditor

Auditor's Number _____

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me, or under my direction, in conformance with the requirements of the survey recording act at the request of _____.

in _____, 20__.

Norman Nelson
Certificate Number 22963



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REALITY THROUGH
INNOVATION INTEGRITY
AND PERSONAL SERVICE

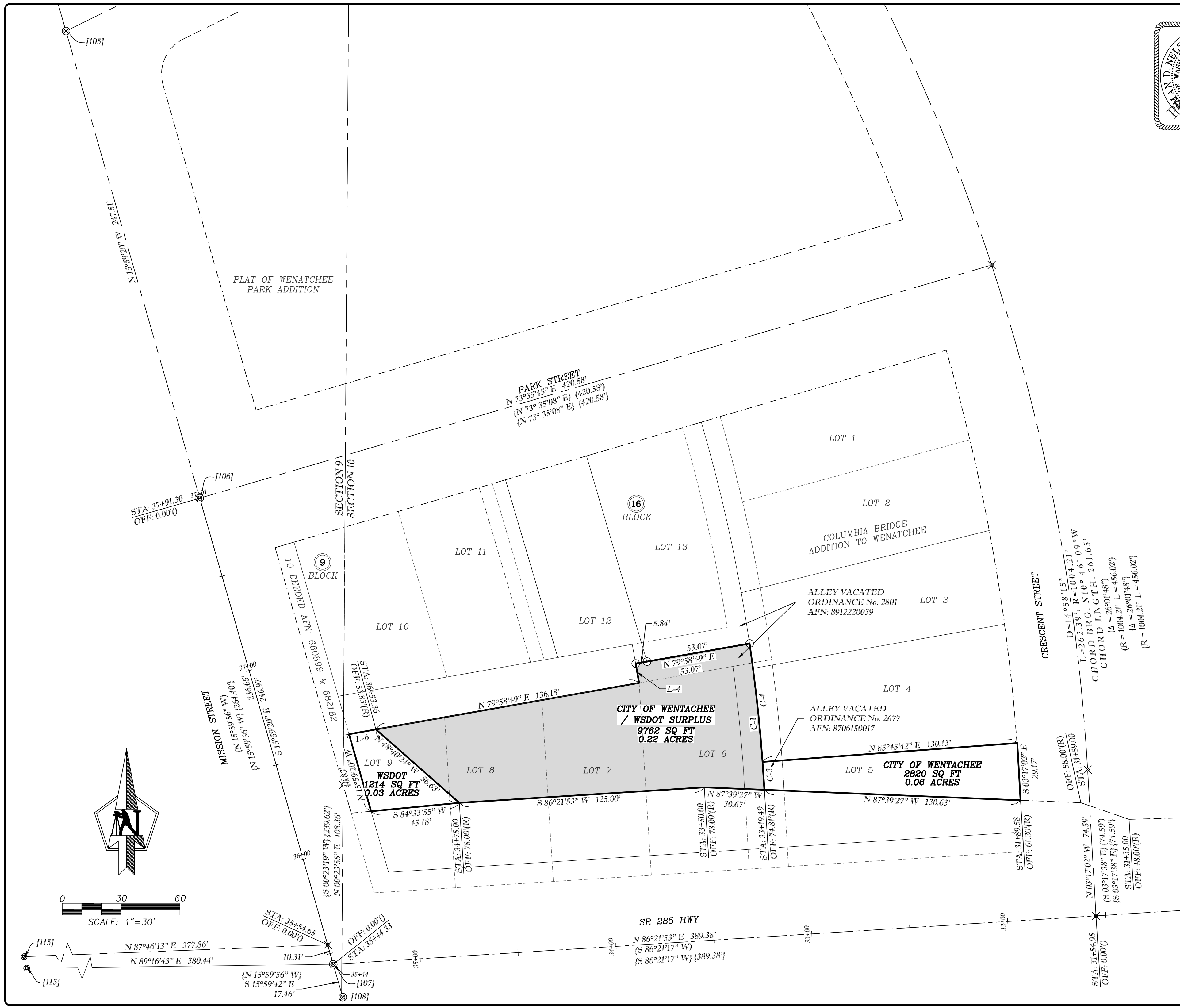
Northwest
GEODIMENSIONS

15 North Chelan Ave. Wenatchee, Wa. 98801
Phone 509-663-8660 Fax 509-663-6278

RECORD OF SURVEY
NOYES / CITY OF WENTACHEE
T. 22 N. R. 20 E. W.M.
SW 1/4 OF THE SE 1/4 SECTION 9
SE 1/4 OF THE SW 1/4 SECTION 10

CHelan County WASHINGTON

13039-03
PROJ. NO.
2 OF 2
SHT.



LEGAL DESCRIPTION:
NOYES / G & S PRIVATE HOLDINGS LLC / MCKITTRICK PLACE LLC / CITY OF WENATCHEE / STATE OF WASHINGTON

PARCEL A: CITY OF WENATCHEE

Those portions of Lots 9, except the westerly 10 feet thereof, and of Lot 8, Block 16, Columbia Bridge Addition to Wenatchee, according to the Plat thereof recorded in Volume 2 of Plats, Page 9, records of said County, southerly of a line drawn from a point on the easterly line of said Lot 8 midway between the Northeast corner and the Southeast corner of said Lot, westerly to a point on the West line of said Lot 9 a distance of 42.24 feet northerly from the Southwest corner of said Lot and those portions of Lots 5, 6 and 7 in said Block all lying northerly of that right of way line drawn parallel with and 45 feet northerly, when measured at right angles from the South line survey of State Highway Route No. 2, Wenatchee: Columbia River Bridge- West approach, from a point opposite Highway Engineer's Station (hereinafter referred to as HES) South 27+13.16 on said South line survey, westerly to a point opposite HES South 24+20.79 on said South line survey and thence extending Northwesterly from said HES to a point on the easterly line of the westerly 10 feet of said Lot 9 opposite HES South 23+84.38 on said South line survey and 73.92 feet northerly therefrom.

Together with that portion of the alley in said Block 16 vacated by City of Wenatchee board of commissioners by Ordinance No. 2677 recorded June 15, 1987 under Auditor's File No. 8706150017 which would attach by operation of law.

Except that portion conveyed to the State of Washington by deed recorded May 01, 2012 under Auditor's File No. 2360096, a re-recording of deed recorded May 27, 2011 under Auditor's File No. 2343603. Situate in Chelan County, Washington.

PARCEL B: STATE OF WASHINGTON

That portion of Lots 8 and 9, Block 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, Page 9 and of Block 9, Plat of Wenatchee Park addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, Page 42, described as follows:
Beginning at a point on the easterly line of said Lot 8, which point is half way between the Northeast corner and the Southeast corner of said Lot 8; thence northerly along said easterly line, 46.87 feet to the Northeast corner of Lot 8; thence westerly along the northerly line of Lots 8 and 9 and the westerly extension thereof across said Block 9, Wenatchee Park to the westerly line of said Block 9; thence southerly along said westerly line of Block 9 and the westerly line of Lot 9, Block 16, Columbia bridge addition, a distance of 42.24 feet, more or less, to a point on said westerly line which is 42.24 feet northerly from the Southwest corner of said Lot 9; thence East to the point of beginning.

Except the westerly 10 feet thereof conveyed to the city of Wenatchee for street purposes by deed recorded June 27, 1968, under Auditor's no. 680899.

PARCEL C: GARY E. & SHEREE L. NOYES

That portion of Lots 10 and 11, Block 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, Page 9, and of Block 9, Plat of Wenatchee Park addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, Page 42, described as follows:

Commence at the Northeasterly corner of Lot 11, said Block 16; thence westerly 40 feet along the northerly boundary of said Lot 11; thence southerly parallel to the easterly boundary of said Lot to a point midway between the northerly and southerly boundaries of said Lot 11, which point is the true point of beginning; thence northerly parallel to the easterly boundary of said Lot 11 a distance of 43.78 feet, more or less, to the northerly line of said Lot; thence westerly along the northerly line of Lots 10 and 11, said Block 16 and the northerly line of said Block 9 to the Northwesterly corner of said Block 9 a distance of 75.79 feet, more or less; thence southerly along the westerly line of said Block 9 a distance of 39.18 feet, more or less, to a point midway between the said Northwesterly corner of said Block 9 and the point of intersection of said West line of Block 9 with the northerly line of the East and West alley through Block 16, extended; thence easterly a distance of 76.35 feet, more or less, through Block 9 and said Lots 10 and 11 to the said true point of beginning.

Except that portion thereof conveyed to the city of Wenatchee for street purposes by deed recorded August 2, 1968, under Auditor's no. 682182.

Together with that portion of Lots 10 and 11, Block 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, Page 9, and of Block 9, Plat of Wenatchee Park addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, Page 42, described as follows:
Commencing at the Northeasterly corner of Lot 11, said Block 16 and run thence 12westerly along the northerly line of said Lot 11 for 40 feet; thence run southerly parallel with the easterly line of said Lot 11 for 43.78 feet to the true point of beginning; thence continue on the same course for 43.78 feet to the southerly side of said Lot 11; thence run westerly along said southerly line and the southerly line of Lot 10 in said Block 16 and said line produced through said Block 9 to the easterly line of mission street as conveyed to the city of Wenatchee by deed recorded April 30, 1969, under Auditor's no. 690078; thence run northerly along said line 39.18 feet to a point which is 39.18 feet measured along said line from the Northwest corner of said Block 9; thence run easterly to the true point of beginning.

Together with the easterly 40 feet of Lot 11, Block 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, Page 9, Chelan County, Washington.

Together with the westerly 7.00 feet of Lot 12, Block 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, Page 9.

(also known as parcel a of boundary line adjustment no. Bla2013-111we recorded on July 31, 2013, as recording no. 2387147, in the official records of Chelan County, Washington.)

PARCEL D: G & S PRIVATE HOLDINGS LLC

Lot 12, Block 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, Page 9.

Together with that portion of vacated alley adjoining said Lot on the East and South line of said Lot as vacated by Ordinance No. 2801 under Auditor's no. 8912220039 which attaches by operation of law.

Except the westerly 7.00 feet of said Lot 12, Block 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington.

(also known as parcel b of boundary line adjustment no. Bla2013-111we recorded on July 31, 2013, as recording no. 2387147, in the official records of Chelan County, Washington.)

PARCEL E: MCKITTRICK PLACE LLC

Lot 13, Block 16, Columbia Bridge Addition to Wenatchee, Chelan County, Washington, according to the Plat thereof recorded in Volume 2 of Plats, Page 9.

Together with that portion of vacated alley adjoining said Lot on the East and South lines of said Lot as vacated by Ordinance No. 2801, under Auditor's no. 8912220039 which attaches by operation of law.

GENERAL NOTES:

1. The Basis of Bearing is Washington State Plane North Zone NAD 83(91).
2. The Vertical Datum is NAVD 88.
3. Monuments shown were visited on 08/09/2007, & 04/28/2013
4. All distances shown on this plat are grid distances. Multiply by a combined scale factor of 1.000016383 to derive ground distances.
5. All distances are in U.S. Survey feet.
6. Traverse and topography were performed with the Trimble R8 GPS equipment and meets or exceeds the standards contained in WAC 332-130-090. Traverse was not balanced.

Line #	Direction	Length
L-2	N 10°01'11" W	10.00
L-3	S 79°58'49" W	2.88

Curve	Length	Radius	Delta	Course	Chord
C-1	115.47	839.21	7°53'02"	N 12°17'12" W	115.38
C-2	74.92	839.21	5°06'55"	S 5°47'14" E	74.90

REFERENCE SURVEYS:

COLUMBIA BRIDGE ADDITION TO WENATCHEE
Recorded February 26, 1908 AFN: 21614
WENATCHEE PARK ADDITION TO WENATCHEE
Recorded April 24, 1909 AFN: 27243

() RECORD OF SURVEY
Recorded March 16, 1987 AFN: 8703160077

() RECORD OF SURVEY JOHN ZITTING SURVEY
Recorded April 26, 1985 AFN: 6504260028

BOUNDARY LINE ADJUSTMENT: BLA 2013-111WE
Recorded July 31, 2013 AFN: 2387147

RECORD OF SURVEY NOYES
Recorded February 24, 2014 AFN: 2396971

RECORD OF SURVEY NOYES
Recorded April 25, 2018 AFN: 2476642

TITLE REPORT

GUARANTEE No. 3735558: Date: 5/04/2021

- 13 PERPETUAL EASEMENT OF RIGHT OF WAY FOR PUBLIC UTILITIES
AFN: 8706150017
- 15 INGRESS & EGRESS EASEMENT
AFN: 8811040035
- 16 INGRESS & EGRESS EASEMENT
AFN: 8905230040

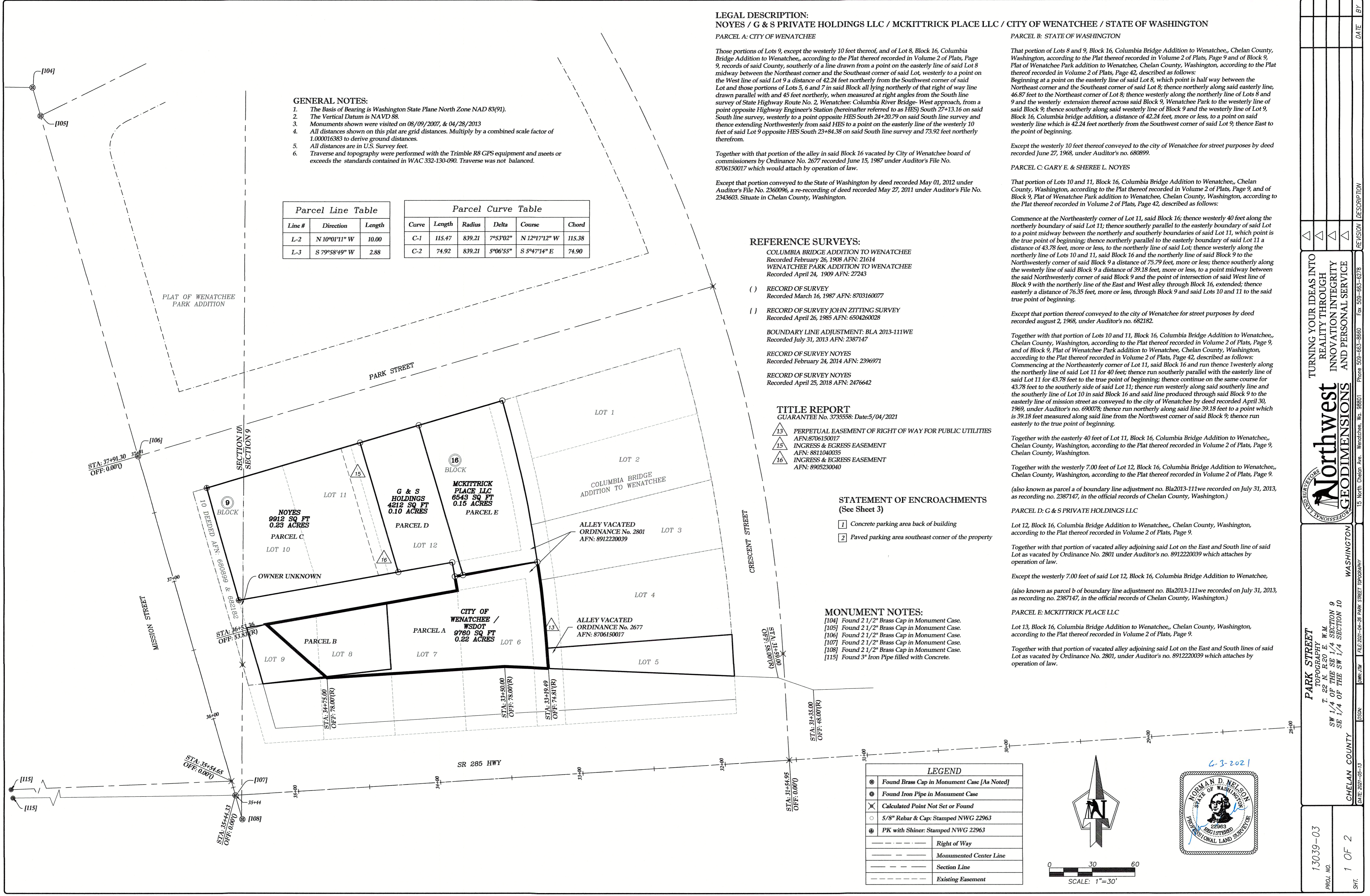
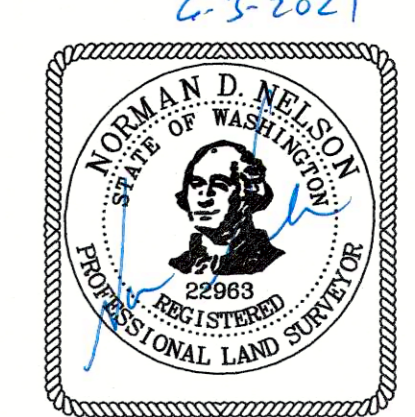
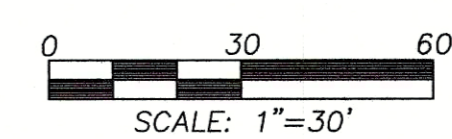
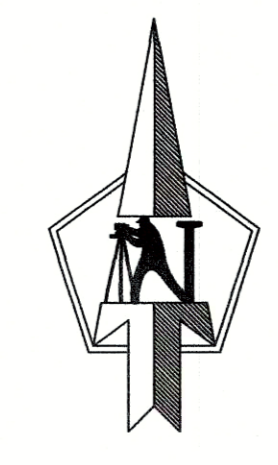
STATEMENT OF ENCROACHMENTS
(See Sheet 3)

- 1 Concrete parking area back of building
- 2 Paved parking area southeast corner of the property

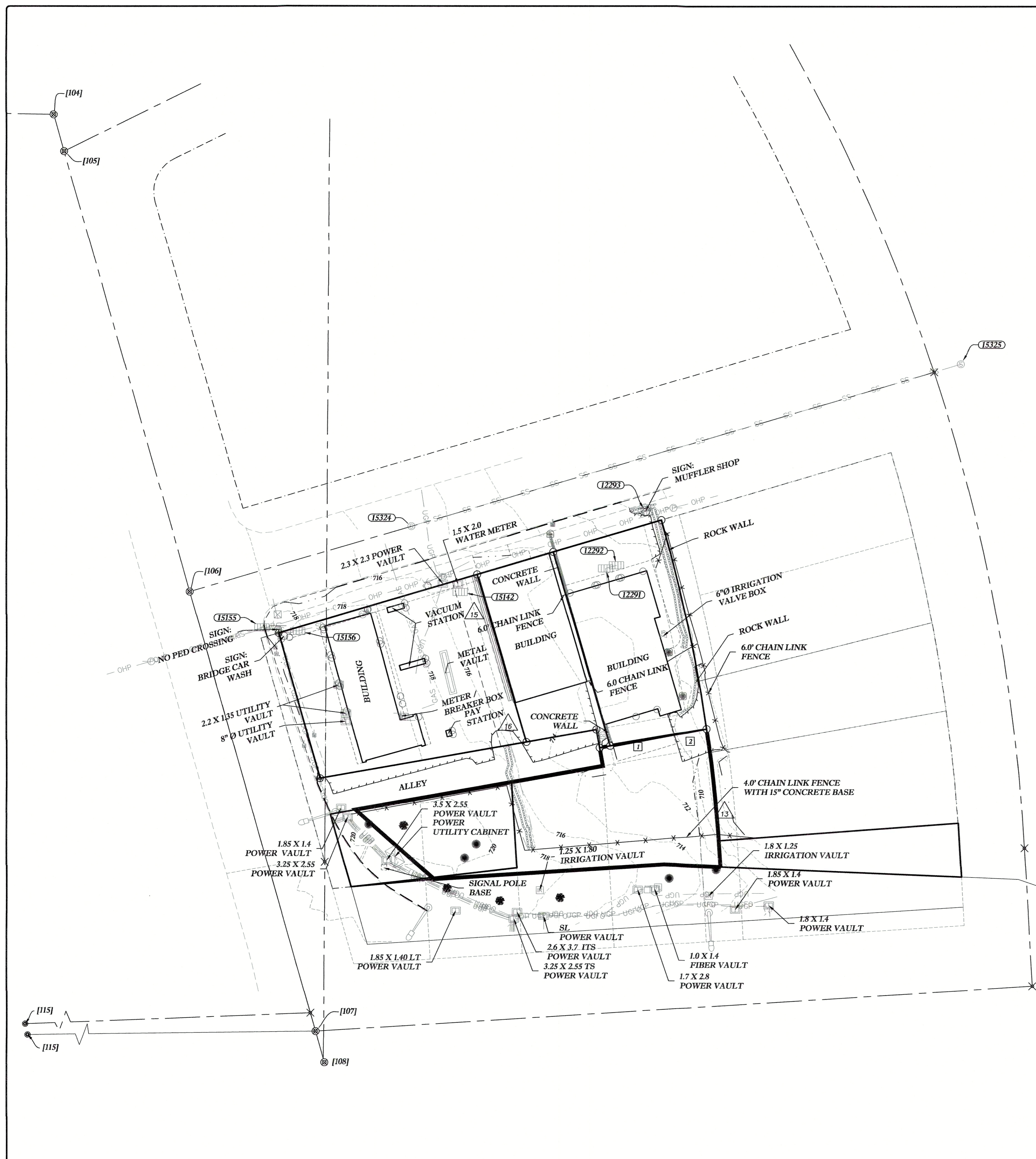
MONUMENT NOTES:

- [104] Found 2 1/2" Brass Cap in Monument Case.
- [105] Found 2 1/2" Brass Cap in Monument Case.
- [106] Found 2 1/2" Brass Cap in Monument Case.
- [107] Found 2 1/2" Brass Cap in Monument Case.
- [108] Found 2 1/2" Brass Cap in Monument Case.
- [115] Found 3" Iron Pipe filled with Concrete.

LEGEND	
⊙	Found Brass Cap in Monument Case [As Noted]
⊙	Found Iron Pipe in Monument Case
⊗	Calculated Point Not Set or Found
⊙	5/8" Rebar & Cap: Stamped NWG 22963
⊙	PK with Shiner: Stamped NWG 22963
---	Right of Way
---	Monumented Center Line
---	Section Line
---	Existing Easement



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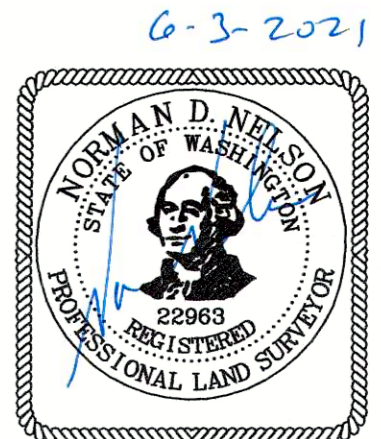
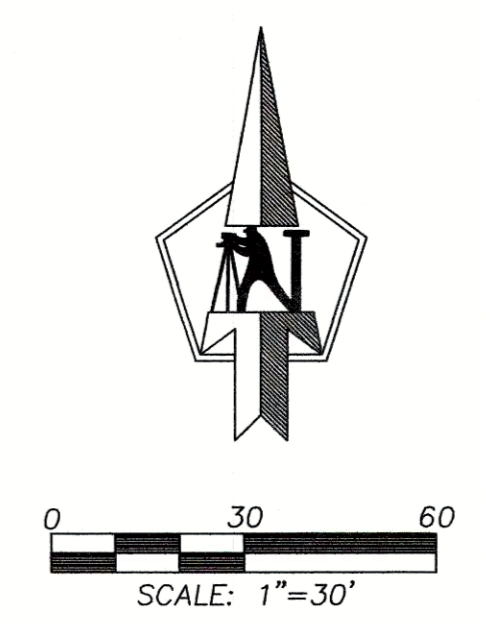


Point #	Description	Rim Ilevation	Inv. Elev	Pipe
12291	CATCH BASIN	710.80	709.74	4" PVC'S
12292	CATCH BASIN	710.72		SOLID LID
12293	CATCH BASIN	707.09		FILLED WITH DIRT
15142	CATCH BASIN	714.21		FULL OF WATER
15155	CATCH BASIN	718.48	716.48	6" PVC: E
15156	CATCH BASIN	717.84	716.89	2" PVC: E

Point #	Description	Rim Ilevation	Inv. Elev	Pipe
15324	SEWER MANHOLE	715.12	707.12	8" CONCRETE: E
15325	SEWER MANHOLE	694.28		UNDER BARRIER

	Bollard
	Tree Conifer
	Tree Pear
	Sign
	Heat Pump AC Unit
	Mail Box
	Edge of Pavement
	Sidewalk
	Gutter Flow line
	Top Back of Curb
	Curb Cuts
	Edge of Concrete
	Top Retaining Wall
	Bottom Retaining wall
	Fence Line

	Clean Out
	Sewer Manhole
	Catch Basin
	Fire Hydrant
	Water Meter
	Water Valve
	Faucet / Spigot
	Irrigation Valve
	Irrigation Control Box
	Utility Vault
	Junction Box
	Street Luminaire
	Transformer
	Power Pole
	Anchor Pole
	Gas Meter
	Overhead Power
	Underground Power
	Underground Fiber Optics
	Sewer Line
	Storm Line
	Gas Line
	Water Line



TURNING YOUR IDEAS INTO REALITY THROUGH INNOVATION INTEGRITY AND PERSONAL SERVICE	Northwest GEODIMENSIONS	WASHINGTON	PARK STREET TOPOGRAPHY 2010 L.S. W.M. SW 1/4 OF THE SE 1/4 SECTION 9 SR 1/4 OF THE SW 1/4 SECTION 10	CHelan COUNTY	DATE: 2021-05-13	DSCR:	DATE: 2021-05-13
13039-03	PROJ. NO.	2 OF 2	SHT.	REVISION	DESCRIPTION	DATE	BY



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Brian Miller, Special Services Division
Wenatchee Police Department

MEETING DATE: October 14, 2021

I. SUBJECT

Interlocal agreement between the City of Wenatchee and the Wenatchee School District for School Resource Officer (SRO) services.

II. ACTION REQUESTED

Staff recommends the City Council approve the agreement with the Wenatchee School District and authorize the Mayor's signature.

III. OVERVIEW

The Wenatchee Police Department provides two commissioned officers to serve as SROs. These two officers work primarily in the high schools and middle schools, while also providing services at other schools and school functions, as needed.

IV. FISCAL IMPACT

Both parties agree to pay one-half the average salary, overtime, and benefit costs for the SROs. The estimated cost of the above items for year 2022 will be \$151,335. The City of Wenatchee covers all costs associated with uniforms, vehicles, and police certification training.

V. REFERENCE(S)

1. Interlocal Agreement - City of Wenatchee and Wenatchee School District No. 246

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director
Steve Smith, Wenatchee City Attorney

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF WENATCHEE
AND
WENATCHEE SCHOOL DISTRICT NO. 246**

THIS AGREEMENT is entered into this 1st day of September, 2021, by and between the City of Wenatchee, a municipality, hereinafter referred to as “City” and the Wenatchee School District No. 246, a political subdivision of the State of Washington, hereinafter referred to as “District.” The City and the District are sometimes referred to individually as a “Party” or together as the “Parties.”

RECITALS:

- A. The Parties are public agencies as defined in the Interlocal Cooperation Act (Chapter 39.34 RCW), and they wish to enter into an agreement pursuant to the Interlocal Cooperation Act.
- B. The Parties previously entered into an Interlocal Agreement, which is dated September 8, 2020 (“Prior Agreement”).
- C. The Parties would like to revise the Prior Agreement to the terms outlined herein.
- D. Upon the effective date of this Agreement, it shall replace and supersede the Prior Agreement.

AGREEMENT:

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the Parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the City to assign two (2) full-time police officers (“officers”) to the District to provide law enforcement services as specified herein to promote school safety, and to build positive relationships and help maintain a positive school environment for all students, parents and school staff. The officers will work with school personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as a law enforcement problem-solving resource person, and providing the appropriate response regarding on-campus or school related criminal activity.

2. Duration. The initial term of this Agreement shall commence on September 1st, 2021, and shall expire on August 31, 2022. Immediately upon the expiration of the initial term, or any renewal term thereafter, this Agreement shall be automatically renewed for a one (1) year

period, not to exceed four (4) renewal terms, unless either party shall notify the other in writing at least thirty (30) days prior to the end of the then expiring term of its intention not to renew the Agreement.

3. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days prior written notice.

4. Relationship of Parties. The officers assigned by the City to the District will be mutually agreed upon by the Parties with selection and appointment of the officers made jointly with the District Superintendent or designee, and the Chief of Police or designee. The City and the assigned officers shall have the status of an independent contractor for purposes of this Agreement. The officers assigned to the District shall be considered to be employees of the City and shall be subject to the City's control and supervision. The assigned officers will be subject to current procedures in effect for Wenatchee police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Financing and Consideration. The City shall provide two (2) officers to the District. The District shall pay one-half the averaged salary, overtime, and benefit costs, including incremental pay increase for both officers. Each Party will maintain a budget for expenditures under this Agreement. Payment from the District to the City is due upon District's receipt of an itemized monthly statement of cost from the City. In the event that the City is awarded grant funding that directly covers the expenses and costs stated in this Section 5, then the Parties agree to renegotiate the terms of Section 5 of this Agreement.

6. Officer Responsibilities. The officers assigned to the District shall:

6.1 Provide a program of law and education-related issues to the school community, including parents, on such topics as: Tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and other safety issues in the school community.

6.2 Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the officers.

6.3 Provide informational in-services and be a general resource for the staff on issues related to alcohol, and other drugs, violence prevention, gangs, safety and security.

6.4 Assist school principals or their designee with maintaining the proper order and conduct on District property and be engaged in creating a positive school climate and positive relationships with all students.

6.5 The officers will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.

6.6 When a crime occurs, the officers will take the appropriate steps consistent with a Washington law enforcement officer's duties. The Parties recognize that trained officers assigned to the District will know when to informally interact with students to reinforce school rules and when to enforce the law.

6.7 The officers will present educational programs to students and school staff on topics agreed upon by both Parties.

6.8 The officers will refer students and/or their families to the appropriate agencies for assistance when a need is determined.

6.9 The officers shall not act as a school disciplinarian, nor make recommendations regarding school discipline. The officers are specifically prohibited from becoming involved in formal school discipline situations that are the responsibility of school administrators.

6.10 The officers are not to be used for regularly assigned lunchroom duties, as regular hall monitor, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, the officers may assist District employees until the problem is solved. Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned officer or the City beyond the general duties that exist for law enforcement officers within the state.

6.11 The officers shall be responsible for securing a City owned rifle at the Wenatchee High School in a District owned safe, for the sole use and exclusive access of law enforcement officers during critical incidents.

6.12 The officers shall have received the training series required under the Laws of 2021, ch. 38, § 3. The City must provide documentation that the training series has been completed or describe the plan for the officers to complete the training series within the first six months of working on school property when students are expected to be present.

6.13 Provide the District a description of each incident where the officers were involved that resulted in student discipline, use of force against a student, a student arrest, or a referral for prosecution.

6.14 Teachers and school administrators may ask an officer to intervene if a student's presence poses an immediate and continuing danger to others or an immediate and continuing threat of material and substantial disruption of the educational process or in other emergency circumstances; provided that an officer does not need to be asked before intervening in an emergency.

6.15 Participate in the District's School Based Threat Assessment Team, as requested by the District.

6.16 The responsibilities of the officers do not extend to immigration enforcement, and the officers shall not inquire into or collect information about an individual's immigration or citizenship status, or place of birth. In addition, the officers will not provide information to federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.

6.17 Follow all state and federal laws, and all policies of the Wenatchee Police Department and the District, including District Policy and Procedure 4311.

7. Time and Place of Performance. The City will endeavor to have the officers available for duty at their assigned school each day that school is in session during the regular school year. The City is not required to furnish a substitute officer on days when the regular officer is absent due to illness or police department requirements. The officer's activities will be restricted to their assigned duties except for:

7.1 Follow up home visits may occur as a result of school related issues to include student safety, conduct or criminal activity.

7.2 School related off-campus activities when officer participation is requested by the Superintendent or designee and approved by the Chief of Police or designee.

7.3 Response to off-campus, but school related, criminal activity.

7.4 Response to emergency police activities.

During days that school is not in session, the officers shall perform regular police duties at a duty station as determined by the Chief of Police. The officer's weekly District schedule will be mutually agreed upon in consultation with the Superintendent or designee. The officers may be asked to attend afternoon or evening events in lieu of the officer's regular day duty.

8. District Responsibilities and Rights. District will provide the officers an office and such office equipment as is necessary at their assigned schools. This office equipment shall include a telephone and filing space capable of being secured and access to a computer. Any office equipment provided to the officers by the District shall remain the property of the District.

9. Complaint and Evaluation Process.

9.1 Complaints. Complaints regarding officers may be filed with the District and/or the City.

9.1.1 Complaints to the District. The District's process for filing, investigating, and responding to complaints will be pursuant to the District's Policy and Procedure 4311. If the District receives a complaint regarding any of the officers assigned to the District, the District must provide written notification to the Chief of Police within three school business days of receiving the complaint. The District shall also provide the Chief of Police written notification within one school business day of the completion of the investigation of the complaint and the outcome of the complaint. "School business day" means any calendar day, except Saturdays, Sundays, or any federal, state, or school holiday, when the office of the superintendent of a school district is open to the public for business.

9.1.2 Complaints to the City. The City's process for filing, investigating, and responding to complaints will be pursuant to Wenatchee Police Department Policy. If the City receives a complaint regarding the any of the officers assigned to the District, the City must provide written notification to the District Superintendent within three business days of receiving the complaint. The City shall also provide the District Superintendent written notification within one business day of the completion of the investigation of the complaint and the outcome of the complaint, including whether the City took any disciplinary action against the officer or officers. "Business day" means any calendar day, except Saturdays, Sundays, or any federal or state holiday.

9.2 Evaluations. A written annual evaluation of the officers using an evaluation form jointly developed by the District and the City must be completed before the end of each regular school year.

10. Property. The Parties do not anticipate acquiring jointly-owned personal or real property under this Agreement. Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each requested task that utilized the property.

11. Records.

11.1 Education Records. The District must comply with Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). The officers will be provided access to education records only if permitted by FERPA. If the officers are provided access to education records, the City and the officers agree not to disseminate or disclose the records unless such dissemination or disclosure complies with FERPA.

11.2 Public Records. Records created by the officers shall be records of the City and shall be maintained by the City. Records created by the District shall be records of the District and shall be maintained by the District.

12. Collection and Reporting of Data. As required by Laws of 2021, ch. 38, § 2, the Parties shall annually collect and report data regarding calls for law enforcement service and the outcome of each call, including where the officers were involved that resulted in student discipline, use of force against a student, a student arrest, or a referral for prosecution, disaggregated by school, offense type, race, ethnicity, gender, age, and students who have an individualized education program or plan developed under section 504 of the Federal Rehabilitation Act of 1973.

13. Annual Review. At least every year during the term of this Agreement, the Parties shall meet to discuss the services being provided under this Agreement and to determine if any modifications to the Agreement are necessary to carry out the purpose of the Agreement. Additionally, the District shall annually review the Agreement using a process that involves parents, students, and community members.

14. Indemnification.

14.1 The City agrees to defend, indemnify, and hold harmless the District and its agents and employees from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from its performance of this Agreement, except for injuries and damages caused by the actions of the District.

14.2 The District agrees to defend, indemnify, and hold harmless the City and its agents and employees from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from its performance of this Agreement, except for injuries and damages caused by the actions of the City.

15. Administration.

15.1 No separate legal or administrative entity is created by this Agreement.

15.2 For purposes of RCW 39.34.030(4)(a), the administrator of this Agreement shall be the Superintendent of the District.

15.3 The following shall be the Parties' authorized representatives and contact persons for administration of this Agreement and any notices required by this Agreement shall be provided to:

City: Chief of Police
Wenatchee Police Department
140 S. Mission St.
P.O. Box 519
Wenatchee, WA 98807
509-888-4201

District: Superintendent
Wenatchee School District No. 246

235 Sunset Ave.
Wenatchee, WA 98801
509-663-8161

16. Filing. As required by RCW 39.34.040, prior to this Agreement's entry into force, this Agreement shall be filed with the county auditor or, alternatively, listed by subject on each party's web site or other electronically retrievable public source.

17. Enforcement.

17.1 In the event a dispute arises regarding any matter addressed in or related to this Agreement, the Parties agree that before taking any court action or seeking any other legal remedy, the Parties' authorized contact persons listed in Section 13.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

17.2 If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or other proceeding.

17.3 The Chelan County Superior Court shall be the sole and proper venue for any and all court actions brought to enforce or interpret the provisions of this Agreement.

17.4 This Agreement shall be governed exclusively by the laws of the State of Washington.

18. Applicable Laws. The Parties, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements. SRO's assigned to WSD sites under this contract will be required to comply with the COVID-19 vaccination requirement as required by Governor Jay Inslee's Proclamation 20-05. Officers will submit vaccination records or request exemption with the Wenatchee School District's Human Resources Department upon request.

19. Interpretation.

19.1 This Agreement has been submitted to the scrutiny of the Parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance its words, without consideration or weight given to its being drafted by any party or its legal counsel.

19.2 Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by either Party of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the other Party.

20. Waiver of Breach. The waiver by either Party of the breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party.

21. Recitals. The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

22. Severability. In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect without the invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

23. Entire Agreement.

23.1 This Agreement contains all the terms and conditions agreed upon by and between the Parties.

23.2 This Agreement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which shall be identical and constitute one and the same agreement.


23.3 No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

23.4 Any modification of this Agreement must be in writing and executed by both Parties.

23.5 This Agreement shall be binding upon the Parties, their successors and assigns.

DISTRICT:

WENATCHEE SCHOOL DISTRICT NO. 246

By 
LAURA JAECKS
President of Board of Directors

Date: 10/4/2021

By 
PAUL GORDON, Superintendent
Secretary of Board of Directors

Date: 9/28/2021

CITY:

CITY OF WENATCHEE

By _____
FRANK J. KUNTZ, Mayor

Date: _____

By _____
STEVE CROWN, Chief of Police

Date: _____



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Brad Posenjak, Finance Director
Finance

MEETING DATE: October 14, 2021

I. SUBJECT

Update City Code to reflect the current list of Funds for financial budgeting and reporting purposes.

II. ACTION REQUESTED

Staff requests the City Council adopt Ordinance 2021-27 amending and restating section 1.20.010 WCC "Funds defined - Purposes"

III. OVERVIEW

In 2019, City Council adopted an ordinance to organize a list of City funds in Wenatchee City Code section 1.20.010. For legal budgeting and financial reporting purposes, it is recommended to have Council maintain the listing of funds and purposes. As the City takes on different projects and funding sources, this list of funds requires updating.

Fund 120 – ARP Recovery is a new fund used to track and account for the federal Coronavirus Local Fiscal Recovery Funds provided by the American Rescue Plan Act.

Fund 203 – LID 2010-01 Poplar Sewer is no longer necessary because the local improvement district assessments and obligations have been completed and satisfied.

Fund 310 – INFRA Grant is a new fund that will be used to account for capital projects related to the Apple Capital Loop, which will be primarily funded from grant sources.

Fund 420 – Solid Waste is no longer necessary because this fund was used to manage the City's garbage utility, which has been outsourced to Waste Management for many years.

IV. FISCAL IMPACT

There is no fiscal impact adopting the fund structure. This ordinance has been reviewed by Finance Committee.

V. REFERENCE(S)

1. Ordinance 2021-27

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director

ORDINANCE NO. 2021-27

AN ORDINANCE, relating to the various funds of the City and, specifically, amending and restating Section 1.20.010 WCC “Funds Defined - Purposes.”

WHEREAS, portions of the Wenatchee City Code (WCC) relating to financial administration of City funds are outdated and in need of being either amended or repealed; and

WHEREAS, financial statement accounting standards require that certain funds and revenue sources be committed to specific purposes by the City Council; and

WHEREAS, City staff recommends amendments to WCC Section 1.20.010.

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

SECTION I

Section 1.20.010 WCC “Funds Defined – Purposes,” shall be and hereby is, amended and restated to read in its entirety as follows:

1.20.010 Funds Defined - Purposes.

Fund #	Title	Fund Description
001	General	Use of revenue generally unassigned and may be used for any allowable City purpose.
005	Rainy Day	Use of revenue generally unassigned, but may only be used at the City Councils action in response to a critical financial need.
101	Public Arts	Use of revenue is committed for the purposes as described in Chapter 1.48 WCC.

102	PFD 2% Sales Tax	Use of revenue is restricted per RCW 82.14.048, WCC 5.104, and voter approval to support the Public Facilities District.
103	Paths & Trails	Use of revenue is restricted per RCW 47.30.050 for construction and/or improvement of paths and trails within the City.
104	Tourism Promotion Area	Use of revenue is restricted per RCW 35.101 for marketing purposes.
105	Hotel Motel Tax Capital Outlay	Use of revenue is restricted per RCW 67.28 and used for payment of capital expenses.
106	Convention Center	Use of revenue is restricted per RCW 67.28 and used for the operation of the Convention Center.
107	Hotel Motel Tax Tourism	Use of revenue is restricted per RCW 67.28 and overseen by the Lodging Tax Advisory Committee to be awarded through an application process.
108	Street Maintenance	Use of revenue is committed for the maintenance and operation of City streets.
109	Arterial Streets	Use of revenue is committed for the purpose of constructing key capital street projects.
110	LEOFF 1 Long Term Care	Use of revenue is assigned to pay long term care costs incurred by pre-LEOFF and LEOFF 1 retirees.
111	Street Overlay	Use of revenue is restricted per RCW 82.46.035 for the purpose of repaving and overlaying City streets.
112	Impact Fees	Use of revenue is restricted per RCW 82.02 to be used for public facility improvements allowed by WCC 15.02.
113	Low Income Housing	Use of revenue is restricted per RCW 36.22 to be used for affordable housing projects meeting specific income requirements.
114	Community Center	Use of revenue is committed to support operations and maintenance of the Wenatchee Community Center.
115	CDBG Entitlement	Use of revenue is restricted per CDBG grant agreements and used in accordance with HUD regulations.
116	LEOFF 1 Retiree Health Insurance	Use of revenue is assigned to pay for health insurance costs for pre-LEOFF and LEOFF 1 retirees.
117	Homeless	Use of revenue is restricted per RCW 43.185C and interlocal agreement to be used to support homeless services.

118	Abatement	Use of revenue is committed per WCC 16.14 for the purpose of resolving onsite code compliance violations.
119	Transportation Benefit District	Use of revenue is restricted per RCW 36.73 to be used for transportation improvements allowed by WCC 5.100.
120	ARP Recovery	Accounts for the federal Coronavirus Local Fiscal Recovery Funds provided by the American Rescue Plan Act.
201	Police Station General Obligation Bonds	Use of revenue is committed to accumulate resources to make timely payment voter approved bonds.
203	LID 2010-01 Poplar Sewer	Use of revenue is restricted to pay the principal and interest on Local Improvement District No. 2010-01
204	LID Guaranty	Use of revenue is committed to guarantee payment of local improvement bonds.
205	Councilmanic Bonds	Use of revenue is committed to accumulate resources to make timely payment on bonds approved by the City Council, not requiring a vote of the residents.
207	Riverside Drive LID 2008-1	Use of revenue is restricted to pay the principal and interest on Local Improvement District No. 2008-1
301	Real Estate Excise Tax Capital Projects	Use of revenue is restricted per RCW 82.46.010 for the purpose of financing general capital construction projects.
302	Parks & Recreation Capital Projects	Use of revenue is committed for the purpose of financing capital construction projects related to Parks, Recreation, and Cultural Services.
304	Economic Development Capital Projects	Use of revenue is committed for the purpose of financing capital construction projects that promote economic development.
307	Local Revitalization Financing Program	Use of revenue is restricted per RCW 39.89 for the purpose of financing capital projects within the Local Revitalization District.
308	New City Hall Remodel	Use of revenue is restricted to the remodel of the New City Hall as per bond covenants.
309	Foothills Streets	Use of revenue is restricted to foothills street improvements as per bond covenants.
310	INFRA Grant	Accounts for capital projects related to the Apple Capital Loop, primarily funded from grant sources.

401	Water Utility	Accounts for Water Utility operations, maintenance, and capital expenses and revenues.
405	Sewer Utility	Accounts for Sewer Utility operations, maintenance, and capital expenses and revenues.
410	Storm Drain Utility	Accounts for Storm Drain Utility operations, maintenance, and capital expenses and revenues.
415	Regional Water System	Accounts for the Regional Water System operations, maintenance, and capital expenses and revenues.
420	Solid Waste	Accounts for resources used to support Solid Waste services.
430	Cemetery	Accounts for the City of Wenatchee Cemetery operation, maintenance, and capital expenses and revenues.
501	Equipment Rental O&M	Accounts for the maintenance, operation, and repair of City vehicles and Public Works equipment.
502	Self Insurance	Accounts for the City's property and casualty insurance that covers all City assets and programs.
503	Equipment Rental Replacement	Accounts for the purchase and replacement of City vehicles and Public Works equipment.
504	Facility Maintenance	Accounts for the building maintenance of all City facilities.
505	Information Systems	Accounts for the Information Systems department that provides information technology tools to all departments.
610	Cemetery Endowment	Accumulates trust fund amounts received per WCC 9.04.060.
611	Firemen's Pension	Use of revenue is restricted per RCW 3.24.380 to provide pension and related benefits to fire department employees.

SECTION II

If any section, subsection, sentence, clause or phrase of this Ordinance is declared or judged by a court of competent jurisdiction to be invalid or unconstitutional, such adjudication shall in no manner affect the remaining portions of this Ordinance which shall be in

full force and effect as if said section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part hereof.

SECTION III

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

PASSED BY THE CITY COUNCIL OF THE CITY WENATCHEE,

at a regular meeting thereof, this _____ day of _____, 2021.

CITY OF WENATCHEE

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Brad Posenjak, Finance Director
Finance Department

MEETING DATE: October 14, 2021

I. SUBJECT
2022 Preliminary Budget Review

II. ACTION REQUESTED
None. This is an information presentation

III. OVERVIEW
The City of Wenatchee plans to adopt the 2022 budget on November 18, 2021. The preliminary budget was constructed using the 2021 initial budget as its base, adding regular salary and benefit increases, interfund billing adjustments, contract adjustments, and updated revenue projections. The Finance Department also worked with the Mayor and Finance Committee to review operating budget requests from the department directors. The approved requests have been incorporated into the preliminary budget.

The preliminary budget presents the operating and capital project budgets. Several adjustments may be required over the next month and will be included with the final budget in November.

At the October 28th and November 4th City Council meetings, the revised preliminary budget will be available for Council and the public. It will be substantially complete and in the format of the final budget document.

IV. FISCAL IMPACT
None. Finance Committee has reviewed the preliminary budget and requests.

V. REFERENCE(S)
2022 Preliminary Budget Summary

VII. ADMINISTRATIVE ROUTING
Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director

2022 Preliminary Budget Summary

10/1/2021

	2020 Actual	2021 Original Budget	2022 Preliminary Budget	Change Over 2021 Budget
General Fund				
Total				
Revenues	29,723,688	27,584,170	29,128,170	1,544,000
Expenses	26,695,218	28,268,750	34,566,350	6,297,600
Net Income	3,028,470	(684,580)	(5,438,180)	
Recurring				
Recurring Revenues	26,392,746	26,905,170	28,309,920	1,404,750
Recurring Expenses	24,089,617	27,348,820	28,989,230	1,640,410
Net Recurring	2,303,130	(443,650)	(679,310)	
Non-Recurring				
Non-Recurring Revenues	3,330,942	679,000	818,250	139,250
Non-Recurring Expenses	2,605,601	919,930	5,577,120	4,657,190
Net Non-Recurring	725,340	(240,930)	(4,758,870)	
Beginning fund balance	8,380,814	11,409,284	13,000,000	1,590,716
Ending fund balance	11,409,284	10,724,704	7,561,820	(3,162,884)
	47%	39%	26%	

	2020 Actual	2021 Original Budget	2022 Preliminary Budget	Change Over 2021 Budget
All Other Funds				
Total				
Revenues	55,351,977	63,561,510	86,004,860	22,443,350
Expenses	54,378,673	75,488,440	103,048,480	27,560,040
Net Income	973,304	(11,926,930)	(17,043,620)	

	2020 Actual	2021 Original Budget	2022 Preliminary Budget	Change Over 2021 Budget	
001 - General Fund					
005 - Defender/Court/Jail					
Expenses	1,996,030	3,222,630	3,192,660	(29,970)	-0.9%
007 - Human Resources					
Salaries & Benefits	225,887	262,790	286,710	23,920	
Supplies & Services	46,459	54,380	65,570	11,190	
Expenses	272,346	317,170	352,280	35,110	10.0%
008 - Community & Building Safety					
Salaries & Benefits	853,465	896,950	965,420	68,470	
Supplies & Services	145,119	152,880	153,740	860	
Expenses	998,583	1,049,830	1,119,160	69,330	6.2%
009 - Mayor/Council					
Salaries & Benefits	577,413	600,900	664,540	63,640	
Supplies & Services	142,247	173,000	192,060	19,060	
Expenses	719,660	773,900	856,600	82,700	9.7%
010 - Civil Service					
Expenses	13,091	15,620	15,630	10	0.1%
011 - Engineering					
Salaries & Benefits	972,434	1,052,880	1,304,510	251,630	
Supplies & Services	187,786	201,180	212,790	11,610	
Expenses	1,160,220	1,254,060	1,517,300	263,240	17.3%
012 - Economic Development					
Salaries & Benefits	188,548	126,570	-	(126,570)	
Supplies & Services	30,832	36,600	-	(36,600)	
Expenses	219,379	163,170	-	(163,170)	0.0%
013 - Finance					
Salaries & Benefits	641,244	670,050	696,610	26,560	
Supplies & Services	157,911	171,510	188,180	16,670	
Expenses	799,154	841,560	884,790	43,230	4.9%
014 - Legal					
Expenses	453,794	525,200	525,200	-	0.0%
015 - Community Development & Planning					
Salaries & Benefits	930,405	977,960	895,610	(82,350)	
Supplies & Services	127,539	147,430	143,490	(3,940)	
Expenses	1,057,945	1,125,390	1,039,100	(86,290)	-8.3%

	2020 Actual	2021 Original Budget	2022 Preliminary Budget	Change Over 2021 Budget	
016 - Parks, Recreation and Cultural Services					
Salaries & Benefits	585,471	859,820	882,340	22,520	
Supplies & Services	128,117	188,700	197,560	8,860	
Expenses	713,588	1,048,520	1,079,900	31,380	2.9%
017 - Museum					
Expenses	431,693	448,040	451,630	3,590	0.8%
018 - Police					
Salaries & Benefits	7,077,261	7,922,040	8,324,920	402,880	
Supplies & Services	1,445,122	1,434,890	1,509,420	74,530	
Expenses	8,522,384	9,356,930	9,834,340	477,410	4.9%
019 - Other Administration					
Supplies & Services	1,462,485	1,857,040	1,929,260	72,220	
Transfers Out	3,978,200	3,967,260	4,607,920	640,660	
Expenses	5,440,685	5,824,300	6,537,180	712,880	10.9%
022 - Parks Ground Maintenance					
Salaries & Benefits	917,266	944,950	1,069,450	124,500	
Supplies & Services	373,796	437,550	514,010	76,460	
Expenses	1,291,061	1,382,500	1,583,460	200,960	12.7%
023 - Non-Recurring Expenditures					
Salaries & Benefits	67,767	28,800	-	(28,800)	
Supplies & Services	1,244,173	528,630	1,737,440	1,208,810	
Capital Outlay	11,507	-	300,000	300,000	
Transfers Out	1,282,155	362,500	3,539,680	3,177,180	
Expenses	2,605,601	919,930	5,577,120	4,657,190	83.5%
Total Expenses	26,695,218	28,268,750	34,566,350	6,297,600	18.2%
General Revenues					
Sales Tax	9,699,660	9,500,000	10,400,000	900,000	
Sales Tax (non-recurring)	660,906	650,000	650,000	-	
Utility Taxes	6,964,227	7,319,240	7,315,000	(4,240)	
Property Tax	4,126,323	4,305,410	4,700,000	394,590	
Other Taxes	1,184,196	1,135,000	1,210,000	75,000	
Licenses & Permits	991,041	872,000	1,254,000	382,000	
Intergovernmental	816,720	785,600	825,600	40,000	
Grants (non-recurring)	1,303,149	29,000	168,250	139,250	
Charges for Services	1,489,563	1,653,160	1,400,500	(252,660)	
Charges for Services (non-recurring)	267,006	-	-	-	
Fines & Penalties	719,681	991,500	991,500	-	
PILOT	241,300	262,100	140,200	(121,900)	
Miscellaneous	160,034	81,160	73,120	(8,040)	
Miscellaneous (non-recurring)	1,099,880	-	-	-	
Total General Revenues	29,723,688	27,584,170	29,128,170	1,544,000	5.3%

	2020 Actual	2021 Original Budget	2022 Preliminary Budget	Change Over 2021 Budget
005 - Rainy Day				
Expenses	-	-	-	-
Revenues	25,589	15,000	3,500	(11,500)
Net Income	25,589	15,000	3,500	
Beginning Fund Balance	1,575,183	1,560,000	1,610,000	
Ending Fund Balance	1,600,772	1,575,000	1,613,500	
101 - Public Arts				
Expenses	1,268	7,000	326,000	319,000
Revenues	63,846	32,500	30,500	(2,000)
Net Income	62,578	25,500	(295,500)	
Beginning Fund Balance	210,774	250,000	295,500	
Ending Fund Balance	273,352	275,500	-	
102 - PFD .2% Sales Tax				
Expenses	2,402,178	2,600,000	2,800,000	200,000
Revenues	2,402,178	2,600,000	2,800,000	200,000
Net Income	-	-	-	
Beginning Fund Balance	-	-	-	
Ending Fund Balance	-	-	-	
103 - Paths & Trails				
Expenses	-	20,000	3,000	(17,000)
Revenues	2,955	3,200	3,100	(100)
Net Income	2,955	(16,800)	100	
Beginning Fund Balance	19,992	22,000	3,000	
Ending Fund Balance	22,946	5,200	3,100	
104 - Tourism Promotion Area				
Expenses	160,386	345,250	450,000	104,750
Revenues	187,792	375,500	450,450	74,950
Net Income	27,405	30,250	450	
Beginning Fund Balance	113,263	50,000	150,000	
Ending Fund Balance	140,668	80,250	150,450	
105 - Hotel/Motel Tax - Cap Outlay				
Expenses	228,414	300,000	320,000	20,000
Revenues	211,380	300,000	320,000	20,000
Net Income	(17,034)	-	-	
Beginning Fund Balance	50,875	-	-	
Ending Fund Balance	33,841	-	-	

	2020 Actual	2021 Original Budget	2022 Preliminary Budget	Change Over 2021 Budget
106 - Convention Center				
Expenses	869,161	971,200	1,135,290	164,090
Revenues	711,594	1,002,500	1,110,200	107,700
Net Income	(157,567)	31,300	(25,090)	
Beginning Fund Balance	367,693	200,000	150,000	
Ending Fund Balance	210,126	231,300	124,910	
107 - Hotel/Motel Tax - Tourism				
Expenses	536,833	600,000	595,000	(5,000)
Revenues	424,623	602,000	640,100	38,100
Net Income	(112,210)	2,000	45,100	
Beginning Fund Balance	262,869	220,000	150,000	
Ending Fund Balance	150,659	222,000	195,100	
108 - Streets				
Expenses	4,281,089	3,696,440	3,714,120	17,680
Revenues	3,865,111	3,634,100	3,195,500	(438,600)
Net Income	(415,979)	(62,340)	(518,620)	
Beginning Fund Balance	2,712,501	1,500,000	2,000,000	
Ending Fund Balance	2,296,522	1,437,660	1,481,380	
109 - Arterial Streets				
Expenses	1,746,530	6,840,540	7,154,220	313,680
Revenues	1,652,841	6,296,340	6,961,720	665,380
Net Income	(93,689)	(544,200)	(192,500)	
Beginning Fund Balance	560,652	700,000	400,000	
Ending Fund Balance	466,964	155,800	207,500	
110 - LEOFF 1 Long Term Care				
Expenses	109,390	187,000	159,000	(28,000)
Revenues	50,324	7,500	81,000	73,500
Net Income	(59,067)	(179,500)	(78,000)	
Beginning Fund Balance	655,056	580,000	415,000	
Ending Fund Balance	595,989	400,500	337,000	
111 - Street Overlay				
Expenses	1,064,376	235,900	2,313,830	2,077,930
Revenues	731,591	582,000	652,000	70,000
Net Income	(332,785)	346,100	(1,661,830)	
Beginning Fund Balance	1,228,597	100,000	1,675,000	
Ending Fund Balance	895,812	446,100	13,170	

	2020 Actual	2021 Original Budget	2022 Preliminary Budget	Change Over 2021 Budget
112 - Impact Fees				
Expenses	-	-	200,000	200,000
Revenues	102,130	200	100,400	100,200
Net Income	102,130	200	(99,600)	
Beginning Fund Balance	34,550	40,000	150,000	
Ending Fund Balance	136,679	40,200	50,400	
113 - Low Income Housing				
Expenses	68,167	56,710	138,840	82,130
Revenues	137,825	111,000	140,300	29,300
Net Income	69,657	54,290	1,460	
Beginning Fund Balance	78,444	70,000	100,000	
Ending Fund Balance	148,101	124,290	101,460	
114 - Community Center				
Expenses	141,799	45,090	30,070	(15,020)
Revenues	61,074	8,500	30,100	21,600
Net Income	(80,725)	(36,590)	30	
Beginning Fund Balance	140,642	100,000	50,000	
Ending Fund Balance	59,917	63,410	50,030	
115 - CDBG Entitlement				
Expenses	149,731	500,090	788,870	288,780
Revenues	182,910	465,090	788,870	323,780
Net Income	33,179	(35,000)	-	
Beginning Fund Balance	(33,184)	35,000	-	
Ending Fund Balance	(5)	-	-	
116 - LEOFF 1 Retiree Health Insurance				
Expenses	282,177	316,000	323,000	7,000
Revenues	246,567	245,000	320,800	75,800
Net Income	(35,610)	(71,000)	(2,200)	
Beginning Fund Balance	431,403	390,000	370,000	
Ending Fund Balance	395,793	319,000	367,800	
117 - Homeless Funds				
Expenses	3,196,374	2,663,220	2,389,480	(273,740)
Revenues	3,176,550	2,508,160	2,517,190	9,030
Net Income	(19,823)	(155,060)	127,710	
Beginning Fund Balance	842,908	400,000	200,000	
Ending Fund Balance	823,084	244,940	327,710	

	2020 Actual	2021 Original Budget	2022 Preliminary Budget	Change Over 2021 Budget
118 - Abatement				
Expenses	31,173	40,000	75,000	35,000
Revenues	27,972	13,100	20,200	7,100
Net Income	(3,201)	(26,900)	(54,800)	
Beginning Fund Balance	87,652	100,000	150,000	
Ending Fund Balance	84,451	73,100	95,200	
119 - Transportation Benefit District				
Expenses	494,932	-	1,150,000	1,150,000
Revenues	655,652	601,000	651,500	50,500
Net Income	160,720	601,000	(498,500)	
Beginning Fund Balance	539,602	600,000	1,300,000	
Ending Fund Balance	700,323	1,201,000	801,500	
120 - ARP Recovery				
Expenses	-	-	6,191,820	6,191,820
Revenues	-	-	3,191,820	3,191,820
Net Income	-	-	(3,000,000)	
Beginning Fund Balance	-	-	3,000,000	
Ending Fund Balance	-	-	-	
201 - Police Station GO Bonds - CLOSING IN 2021				
Expenses	326,035	326,040	-	(326,040)
Revenues	329,973	327,830	-	(327,830)
Net Income	3,937	1,790	-	
Beginning Fund Balance	(7,073)	-	-	
Ending Fund Balance	(3,136)	1,790	-	
203 - LID 2010-01 Poplar Sewer - CLOSING IN 2021				
Expenses	4,156	-	-	-
Revenues	5,666	3,630	-	(3,630)
Net Income	1,510	3,630	-	
Beginning Fund Balance	356	-	-	
Ending Fund Balance	1,866	3,630	-	
204 - LID Guaranty				
Expenses	10,977	-	12,000	12,000
Revenues	2,214	500	300	(200)
Net Income	(8,763)	500	(11,700)	
Beginning Fund Balance	138,917	140,000	120,000	
Ending Fund Balance	130,153	140,500	108,300	

	2020 Actual	2021 Original Budget	2022 Preliminary Budget	Change Over 2021 Budget
205 - Councilmanic Bond				
Expenses	1,764,488	1,702,570	2,006,400	303,830
Revenues	1,774,753	1,704,220	2,007,050	302,830
Net Income	10,265	1,650	650	
Beginning Fund Balance	21,215	5,000	30,000	
Ending Fund Balance	31,480	6,650	30,650	
207 - Riverside Dr. LID #2008-1				
Expenses	11,110	29,690	28,670	(1,020)
Revenues	10,940	29,690	28,670	(1,020)
Net Income	(170)	-	-	
Beginning Fund Balance	170	-	-	
Ending Fund Balance	0	-	-	
301 - RE Excise Tax Cap Projects				
Expenses	1,019,149	221,250	726,000	504,750
Revenues	683,393	588,000	651,500	63,500
Net Income	(335,756)	366,750	(74,500)	
Beginning Fund Balance	1,035,803	300,000	1,000,000	
Ending Fund Balance	700,047	666,750	925,500	
302 - Parks & Recreation Capital Projects				
Expenses	2,226,316	4,106,990	6,252,400	2,145,410
Revenues	3,015,924	4,107,490	6,253,100	2,145,610
Net Income	789,608	500	700	
Beginning Fund Balance	(541,320)	80,000	100,000	
Ending Fund Balance	248,288	80,500	100,700	
304 - Economic Development Capital Projects				
Expenses	1,494,923	4,701,500	4,891,480	189,980
Revenues	2,521,142	8,701,500	9,891,480	1,189,980
Net Income	1,026,219	4,000,000	5,000,000	
Beginning Fund Balance	(5,660,846)	(4,000,000)	(5,000,000)	
Ending Fund Balance	(4,634,627)	-	-	
307 Local Revitalization Financing Program				
Expenses	1,113,542	982,300	2,824,550	1,842,250
Revenues	614,461	565,000	613,000	48,000
Net Income	(499,080)	(417,300)	(2,211,550)	
Beginning Fund Balance	4,666,320	3,500,000	3,000,000	
Ending Fund Balance	4,167,240	3,082,700	788,450	

	2020 Actual	2021 Original Budget	2022 Preliminary Budget	Change Over 2021 Budget
308 New City Hall Remodel				
Expenses	3,289,941	7,500,000	7,183,870	(316,130)
Revenues	2,730,263	20,000	2,406,870	2,386,870
Net Income	(559,678)	(7,480,000)	(4,777,000)	
Beginning Fund Balance	10,496,059	9,000,000	5,000,000	
Ending Fund Balance	9,936,380	1,520,000	223,000	
309 Foothills Street Projects				
Expenses	232,810	1,274,600	629,400	(645,200)
Revenues	8,805	4,000	200	(3,800)
Net Income	(224,005)	(1,270,600)	(629,200)	
Beginning Fund Balance	1,999,287	1,800,000	630,000	
Ending Fund Balance	1,775,282	529,400	800	
310 INFRA Grant				
Expenses	-	-	3,950,000	3,950,000
Revenues	-	-	3,950,000	3,950,000
Net Income	-	-	-	
Beginning Fund Balance	-	-	-	
Ending Fund Balance	-	-	-	
401 - Water Utility				
Expenses	7,024,207	6,368,250	6,483,140	114,890
Revenues	6,001,446	5,914,500	6,186,000	271,500
Net Income	(1,022,762)	(453,750)	(297,140)	
Beginning Fund Balance	2,426,155	750,000	1,400,000	
Ending Fund Balance	1,403,394	296,250	1,102,860	
405 - Sewer Utility				
Expenses	7,889,136	15,012,800	22,977,930	7,965,130
Revenues	9,233,596	9,580,000	16,398,000	6,818,000
Net Income	1,344,460	(5,432,800)	(6,579,930)	
Beginning Fund Balance	13,986,553	8,000,000	12,000,000	
Ending Fund Balance	15,331,013	2,567,200	5,420,070	
410 - Storm Drain Utility				
Expenses	2,216,790	5,356,970	6,590,490	1,233,520
Revenues	2,953,705	4,283,090	5,117,750	834,660
Net Income	736,915	(1,073,880)	(1,472,740)	
Beginning Fund Balance	3,596,478	3,000,000	5,100,000	
Ending Fund Balance	4,333,393	1,926,120	3,627,260	

	2020 Actual	2021 Original Budget	2022 Preliminary Budget	Change Over 2021 Budget
415 - Regional Water				
Expenses	1,300,488	1,194,020	1,095,460	(98,560)
Revenues	1,904,154	1,906,000	2,167,370	261,370
Net Income	603,666	711,980	1,071,910	
Beginning Fund Balance	4,460,939	3,900,000	4,500,000	
Ending Fund Balance	5,064,605	4,611,980	5,571,910	
420 - Solid Waste Utility - CLOSING IN 2021				
Expenses	33,434	10,000	-	(10,000)
Revenues	3,296	2,500	-	(2,500)
Net Income	(30,138)	(7,500)	-	
Beginning Fund Balance	204,013	150,000	-	
Ending Fund Balance	173,875	142,500	-	
430 - Cemetery				
Expenses	415,378	465,520	437,070	(28,450)
Revenues	472,246	406,900	425,900	19,000
Net Income	56,868	(58,620)	(11,170)	
Beginning Fund Balance	107,700	70,000	255,000	
Ending Fund Balance	164,568	11,380	243,830	
501 - Equipment Rental O&M				
Expenses	1,027,066	1,182,480	1,206,550	24,070
Revenues	1,280,949	1,101,150	1,103,790	2,640
Net Income	253,883	(81,330)	(102,760)	
Beginning Fund Balance	411,695	450,000	740,000	
Ending Fund Balance	665,578	368,670	637,240	
502 - Self Insurance Fund				
Expenses	1,142,706	1,296,870	1,365,400	68,530
Revenues	1,269,638	1,270,000	1,352,000	82,000
Net Income	126,932	(26,870)	(13,400)	
Beginning Fund Balance	1,585,300	1,520,000	1,730,000	
Ending Fund Balance	1,712,232	1,493,130	1,716,600	
503 - Equipment Rental Replacement				
Expenses	552,978	1,189,000	1,176,900	(12,100)
Revenues	1,442,557	850,860	714,280	(136,580)
Net Income	889,579	(338,140)	(462,620)	
Beginning Fund Balance	3,212,069	4,000,000	4,000,000	
Ending Fund Balance	4,101,648	3,661,860	3,537,380	

	2020 Actual	2021 Original Budget	2022 Preliminary Budget	Change Over 2021 Budget
504 - Facility Maintenance Fund				
Expenses	3,958,965	1,350,210	1,250,520	(99,690)
Revenues	2,680,102	1,302,700	1,173,800	(128,900)
Net Income	<u>(1,278,863)</u>	<u>(47,510)</u>	<u>(76,720)</u>	
Beginning Fund Balance	1,795,362	800,000	200,000	
Ending Fund Balance	516,499	752,490	123,280	
505 - Information Systems				
Expenses	1,368,806	1,633,440	1,543,210	(90,230)
Revenues	1,394,523	1,422,260	1,501,550	79,290
Net Income	<u>25,717</u>	<u>(211,180)</u>	<u>(41,660)</u>	
Beginning Fund Balance	366,937	340,000	175,000	
Ending Fund Balance	392,655	128,820	133,340	
610 - Cemetery Endowment Fund				
Expenses	-	-	-	-
Revenues	43,664	28,000	22,500	(5,500)
Net Income	<u>43,664</u>	<u>28,000</u>	<u>22,500</u>	
Beginning Fund Balance	1,197,096	1,210,000	1,270,000	
Ending Fund Balance	1,240,760	1,238,000	1,292,500	
611 - Firemens' Pension Fund				
Expenses	191,291	159,500	159,500	-
Revenues	54,061	39,000	30,500	(8,500)
Net Income	<u>(137,230)</u>	<u>(120,500)</u>	<u>(129,000)</u>	
Beginning Fund Balance	1,495,534	1,300,000	1,300,000	
Ending Fund Balance	1,358,304	1,179,500	1,171,000	



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Aaron Kelly, Operations Manager
Public Works Department

MEETING DATE: October 14, 2021

I. SUBJECT

Sidewalk Tripping Hazards repair

II. ACTION REQUESTED

Staff recommends the City Council accept the work performed by the contractor, Precision Concrete Cutting, for the repair of 848 tripping hazards, and further authorize the Mayor to sign the Second Amendment to the Agreement and Final Contract Voucher.

III. OVERVIEW

Over the past few years we have identified and made repairs to sidewalk tripping hazards as a part of the City's maintenance program. In 2018 we identified over 3,000 tripping hazards. In 2020 the City contracted with Precision Concrete Cutting (PCC) to make repairs and eliminate tripping hazards. In 2020 repairs were made to eliminate 244 trip hazards and this year 848 repairs were made. The 2021 repairs were funded through the Community Development Block Grant (CDBG).

IV. FISCAL IMPACT

CDBG Funds
2021 Final Contract Voucher - \$133,818.82

V. PROJECT SCHEDULE

Project began in June 2021 and was physically completed on September 22, 2021.

VI. REFERENCE(S)

1. 2021 Final Voucher
2. Second Amendment to the Agreement

VII. ADMINISTRATIVE ROUTING

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



**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Precision Concrete Cutting			
3191 Canton Road			
City Proco	State UT	Zip 84604	Date 10/6/21
City Project Number NA	Federal-Aid Project Number NA	Highway Number N/A	
Job Title Trip Hazard Removal			
Date Work Physically Completed 9/27/21		Final Amount \$133,818.82	

Contractor's Certification

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



[Signature]
Contractor Authorized Signature Required

Mike Lamb
Type Signature Name

Subscribed and sworn to before me this 6th day of October 2021

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

residing at 3191 N Canyon Rd Pross, UT 84604

City of Wenatchee

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

X _____
Mayor/or Designee

Date of Acceptance

SECOND AMENDMENT TO THE AGREEMENT

THIS SECOND AMENDMENT to Agreement, effective October 14, 2021, is by and between the CITY OF WENATCHEE, a Municipal Corporation of the State of Washington, and Precision Concrete Cutting, hereinafter called the Contractor. City of Wenatchee and Precision Concrete Cutting may be referred to herein as the “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, on or about September 21, 2020, the Parties entered into an Agreement (the “Agreement”) under which the Contractor has provided Concrete Beveling Services within the City.

WHEREAS, on or about May 27, 2021, the Parties executed an Amendment to the Agreement, amending the General Conditions to the CDBG General Conditions.

AGREEMENT

NOW THEREFORE, the Agreement shall be and hereby is amended as follows:

1. Section 1.1: The contractor shall do all work and furnish all tools, materials, and equipment for Concrete Beveling Services (Trip Hazard Repair) using a patented process to repair trip hazards up to 2”. The work will be assigned by the City of Wenatchee’s Public Works Department via task assignments to Precision Concrete Cutting not to exceed the total task assignments amount of \$140,000.00. The work assignments will follow the City of Seattle’s contract and negotiated pricing and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if set forth at length, and shall perform any alterations in, or additions to, the work covered by this contract and every part thereof and any force account work which may be ordered as provided in this contract and every part thereof.

Except as expressly amended herein, the Agreement shall remain in full force and effect.

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

ATTEST:

CITY OF WENATCHEE
A Municipal Corporation

City Clerk

Mayor

Contractor

By _____

Printed Name/Title