



## WENATCHEE CITY COUNCIL SPECIAL MEETING

**Thursday, November 18, 2021**

Wenatchee City Hall Council Chambers

301 Yakima Street, 2<sup>nd</sup> 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. Special 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 #200992 through #200998 in the amount of \$16,416.21 for October 29, 2021

Benefits/deductions in the amount of \$887,829.82 for October 29, 2021

Claim checks #201012 through #201089 in the amount of \$532,649.40 for November 4, 2021

Payroll distribution in the amount of \$482,919.77 for November 5, 2021

Payroll distribution in the amount of \$5,214.02 for November 5, 2021

Claim checks #201090 through #201160 in the amount of \$1,227,336.05 for November 10, 2021

#### 3. Presentation

- Small Business Saturday Proclamation

#### 4. Citizen Requests/Comments

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

## 5. Action Items

- A.** Revised Interlocal Agreement with Chelan County for Construction of the Knowles Road and School Street Sanitary Sewer Extension, CPN 1908/2105  
Presented by Senior Utility Engineer Jeremy Hoover  
**Action Requested:** *Motion for City Council to approve the revised Interlocal Agreement between the City of Wenatchee and Chelan County for the construction of the Knowles Road and School Street Sanitary Sewer Improvements and authorize the Mayor to sign the Agreement.*
- B.** 2022-2024 Animal Control Services Agreement between the City of Wenatchee and the Wenatchee Valley Humane Society  
Presented by Executive Services Director Laura Merrill  
**Action Requested:** *Motion for City Council to approve a three-year agreement with the Wenatchee Valley Humane Society for Animal Control Services and authorize the Mayor's signature.*
- C.** 2022 Management/Administrative Group Classifications and Compensation  
Presented by Director of Human Resources Kari Page  
**Action Requested:** *Motion for City Council to approve Ordinance No. 2021-32, establishing positions for regular status employment within the City of Wenatchee Management/Administrative Group, fixing the compensation to be paid for the calendar year 2022, and repealing Ordinance No. 2020-39.*
- D.** Temporary Employee Hiring, Positions and Wages  
Presented by Director of Human Resources Kari Page  
**Action Requested:** *Motion for City Council to approve Ordinance No. 2021-33, establishing pay ranges for temporary employees for the calendar year 2021, and repealing Ordinance No. 2020-40.*
- E.** Lodging Tax Advisory Committee Appointment  
Presented by Executive Services Director Laura Merrill  
**Action Requested:** *Motion for City Council to pass Resolution No. 2021-38 appointing Kyle McCubbin to the Lodging Tax Advisory Committee through December 31, 2023.*
- F.** Arts, Recreation and Parks Commission Appointment  
Presented by Parks, Recreation and Cultural Services Director David Erickson  
**Action Requested:** *Motion for City Council to approve Resolution No. 2021-37 appointing Nick Rohrbach to position seven of the Arts, Recreation and Parks Commission.*

- G.** City of Wenatchee Project No. 1716 - Wenatchee City Hall Redevelopment construction contract between the City and TW Clark Construction, LLC, Change Order No. 4 in the amount of \$88,007 plus WSST and Change Order No. 5 in the amount of \$18,463 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.*
- H.** Water and Sewer Code Revisions  
Presented by Deputy Public Works Director-Utilities Jessica Shaw and Utility Planner Darci Mattioda  
**Action Requested:** *Motion for City Council to adopt Ordinance No. 2021-34 and Ordinance No. 2021-35 amending Chapter 4.08 "Sewer-Rates and Charges" and Chapter 9.12 "Water-Rules and Regulations" of the Wenatchee City Code.*
- I.** Code Revisions to Include Financial Securities Language  
Presented by Public Works Director Rob Jammerman, Deputy Public Works Director-Utilities Jessica Shaw, and Utility Planner Darci Mattioda  
**Action Requested:** *Motion for City Council to adopt Ordinance No. 2021-37 revising Chapter 9.01 "Preapproved Plans and Policies" of the Wenatchee City Code.*
- J.** Department of Health Drinking Water State Revolving Fund (DWSRF) Loan Applications  
Presented by Utility Planner Darci Mattioda  
**Action Requested:** *Motion for City Council to approve the application for Drinking Water State Revolving Fund Loans for Project No. 1918, AC Main Replacement Project and Project No. 2202 Crawford Avenue Water Main Replacement.*
- K.** Adoption of amendments to WCC 2.05, Flood Hazard Prevention, following a Community Assistance Contact by Washington State Department of Ecology for FEMA  
Presented by Building/Fire Code Cliff Burdick  
**Action Requested:** *Motion for City Council to adopt Ordinance No 21-28 amending portions of Wenatchee City Code Chapter 2.05, Flood Hazard Prevention.*
- L.** Columbia River Homeless Housing Task Force Appointments  
Presented by Community Development Director Glen DeVries  
**Action Requested:** *Motion for City Council to approve Resolution No. 2021-35, appointing three members to the Columbia River Task Force for two-year terms including Linda Herald, Steve Clem, and Steve Crown.*

- M.** Council authorization for the Mayor to sign the final mylar for the Federal Building Condominium Survey and Binding Site Plan Alteration, BSP-21-03  
Presented by Senior Planner Ruth Traxler  
**Action Requested:** *Motion for City Council to authorize the Mayor to sign the final mylar for the Federal Building Condominium Survey and Binding Site Plan Alteration, BSP-21-03*
- N.** Department of Commerce Behavioral Health Facilities Program Grant acceptance for Parkside Place Renovation Project  
Presented by Operations Manager Aaron Kelly  
**Action Requested:** *Motion for City Council to accept the Department of Commerce Behavioral Health Facilities Program Grant for project 2206 Parkside Place Renovation Project and authorize the Mayor to sign the grant contract.*
- O.** Ordinance No. 2021-31 – Amendments to the 2021 Budget  
Presented by Finance Director Brad Posenjak  
**Action Requested:** *Motion for City Council to approve Ordinance 2021-31 amending the 2021 budget as adopted by Ordinance 2020-31 and amended by Ordinance 2021-19, revoking, recalling or decreasing all or a portion of total appropriations provided for, entering findings that this ordinance is in the best interest of the City and requiring that this Ordinance be approved by a majority plus one of the entire Council.*

## 6. Public Hearing Items

- P.** Ordinance No. 2021-30 – Adopting the 2022 Budget  
Presented by Finance Director Brad Posenjak  
**Action Requested:** *Motion for City Council to approve Ordinance No. 2021-30, adopting the Final Budget for the City of Wenatchee, Washington, for the fiscal year ending December 31, 2022.*

## 7. Reports

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

## 8. Announcements

## 9. Adjournment





**DRAFT**

## WENATCHEE CITY COUNCIL

**Thursday, October 28, 2021**

Wenatchee City Hall Council Chambers  
301 Yakima Street, 2<sup>nd</sup> 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 “B” Keith Huffaker

**Staff Present:** Executive Services Director Laura Merrill, City Attorney Steve Smith, City Clerk Tammy Stanger, IS Support Tim McCord, Police Captain Edgar Reinfeld, Finance Director Brad Posenjak, Public Works Director Rob Jammerman, Community Development Director Glen DeVries

#### 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. The excused absence of Councilmember Linda Herald was noted for the record.

#### 2. Consent Items

*Motion by Councilmember Keith Huffaker to approve agenda, vouchers, and minutes from previous meetings; to authorize the Mayor to sign the revised Interlocal Agreement for the East Cascade Multi-Jurisdictional SWAT Team; and to move the redistricting analysis to Agenda Item C. Councilmember Travis Hornby seconded the motion. Motion carried (6-0).*

**3. Citizen Requests/Comments.** None.

#### 4. Action Items

**A. City Project 2110 – 2022 Pavement Preservation: Authorization to Negotiate**

Public Works Director Rob Jammerman presented the staff report. Council asked questions.

*Motion by Councilmember Jim Bailey for City Council to authorize the Mayor to negotiate with KPG for design services for the 2022 Pavement Preservation (Project No. 2110) and further authorize the Mayor to sign a contract on behalf of the City. Councilmember Mark Kulaas seconded the motion. Motion carried (6-0).*

## B. Amendments to Wenatchee City Code

Captain Edgar Reinfeld presented the staff report. Council asked questions.

Councilmember Mark Kulaas made the following motions: (1) Motion for City Council to approve and authorize the Mayor's signature for Ordinance No. 2021-23 repealing WCC 1.08.050 relating to police judge and police court; (2) Motion for City Council to approve and authorize the Mayor's signature for Ordinance No. 2021-24 amending WCC 1.12.020 relating to appointive offices, WCC 1.12.040 relating to the chief of police duties, WCC 1.12.050 bonding of specified employees, and WCC 1.12.060 relating to the chief of police accounting for monies; (3) Motion for City Council to approve and authorize the Mayor's signature for Ordinance No. 2021-25 amending Chapter 1.32 WCC relating to Unclaimed – Confiscated Property; and (4) Motion for City Council to approve and authorize the Mayor's signature for Ordinance No. 2021-26 repealing Chapter 1.60 WCC relating to Police Reserve Officers Retirement and Pension Plan. Councilmember Travis Hornby seconded the motion. Motion carried (6-0).

## C. Redistricting Analysis (moved from the consent agenda)

Executive Services Director Laura Merrill provided an overview of the redistricting analysis prepared by Redistricting Consultant William S. Cooper. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to accept the redistricting Analysis prepared by Redistricting Consultant William S. Cooper based on population information from the 2020 U.S. Census. Councilmember Jim Bailey seconded the motion. Motion carried (6-0).

## 5. Reports

- a. Mayor's Report. The Mayor reported on the following:
  - (1) The Humane Society contract is being revised and will include a slight increase and a three-year extension.
  - (2) The Finance Committee has worked through the Chamber budget funding request.
  - (3) Finance Director Brad Posenjak continues to work through the 2022 budget.
  - (4) Councilmember Jim Bailey asked about the jail contract and Finance Director Brad Posenjak provided an update.
- b. Reports/New Business of Council Committees

Councilmember Jim Bailey reported he was disturbed by a letter received from a citizen on Pearl Street and the toxic environment the nuisance is causing the neighborhood. He would like follow up on this from the Police Chief.

Councilmember Keith Huffaker mentioned a letter received from Matt Smeller regarding concerns with traffic safety around the high school. Chief Crown has some ideas to help remedy the issue.

**6. Announcements.** The Mayor added that a goodbye and swearing-in ceremony will be scheduled the last week of the year.

**7. Adjournment.** With no further business the meeting adjourned at 5:46 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk



**DRAFT**

## WENATCHEE CITY COUNCIL SPECIAL MEETING

**Thursday, November 4, 2021**

Wenatchee City Hall Council Chambers

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

Wenatchee, WA 98801

### MINUTES

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

**Staff Present:** Executive Services Director Laura Merrill, City Attorney Steve Smith, IS Support Tim McCord, Police Captain Edgar Reinfeld, Finance Director Brad Posenjak, Public Works Director Rob Jammerman, Community Development Director Glen DeVries

**5:00 p.m. Executive Session.** The Mayor called the meeting to order at 5:00 p.m. for the purpose of meeting in executive session.

*Motion by Councilmember Mark Kulaas to convene in executive session to discuss with legal counsel matters relating to potential litigation to which the city is likely to become a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the city, for a time period not to exceed 5:10 p.m. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).*

Council adjourned from executive session at 5:10 p.m.

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

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

### 2. Consent Items:

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

### 3. Presentations

- Veterans Day Proclamation read by Mayor Frank Kuntz and accepted by Doug Gardner who invited everyone to participate or watch the Veterans Day Parade on November 11.

### 4. Citizen Requests/Comments. None.

### 5. Action Items

#### A. Consider Acceptance of an RCO YAF Grant

Parks, Recreation and Cultural Services Director David Erickson presented the staff report. Due to the recent discovery of a leak in the pool he recommended postponing accepting the grant until they are able to explore where the leak is in the pool. The Mayor provided additional information and Council asked questions.

No action taken at this time. Postponed to a future meeting when additional information is available.

### 6. Public Hearing Items

#### B. 2022 Property Tax Ordinance

Finance Director Brad Posenjak presented the staff report.

The Mayor asked for public comment. There was none so he turned it to the Council for action.

Councilmember Keith Huffaker commented.

*Motion by Councilmember Mark Kulaas for City Council to approve Ordinance 2021-29 authorizing an increase in the regular property tax levy to be collected in the 2022 tax year. Councilmember Jim Bailey seconded the motion. Motion carried (6-1; Huffaker nay).*

### 7. Informational

- Review revised Preliminary 2022 Budget

Finance Director Brad Posenjak provided a power point presentation of the 2022 Budget Document Overview.

### 8. Reports

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

- (1) The Mayor attended the grand opening of the Burlington store last Friday.
- (2) Public Works/Economic Development committee met this week.
- (3) Work continues on the Confluence Parkway Project.
- (4) He will attend the Rivercom Board meeting next Wednesday.
- (5) Executive Services Director Laura Merrill thanked the Council for attending the construction tour, and spoke about the revised Yakima Street parking. Another City Hall tour will be scheduled in a couple of months.
- (6) The Mayor asked for the date of the swearing-in ceremony. December 30 was a good date for everyone.

b. Reports/New Business of Council Committees

Councilmember Mark Kulaas mentioned an email from AWC announcing an opening for many positions, which includes the legislative priorities committee which he would encourage others to apply. The Mayor said he will apply for that if no one else does.

Councilmember Jim Bailey mentioned that the city's Accountant Miranda Noah will be serving on the Operations Committee of RMSA next year.

Councilmember Jose Cuevas mentioned that on November 16 there will be a meeting with the Transportation Council regarding South Wenatchee Avenue improvements.

Councilmember Linda Herald said the Misawa Sister City Board is doing a membership drive. Dates are set for next year's trip to Misawa. Mayor Kuntz is planning on visiting Misawa next year with the delegation.

**9. Announcements.** Mayor Kuntz announced there is no meeting next week. The next meeting is November 18.

**10. Adjournment.** With no further business, the meeting adjourned at 5:55 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk

# PROCLAMATION

## Small Business Saturday

### November 27, 2021



**Whereas**, the City of Wenatchee, Washington, celebrates our local small businesses and the contributions they make to our local economy and community; and

**Whereas**, according to the United States Small Business Administration, there are 31.7 million small businesses in the United States, they represent 99.7% of firms with paid employees, and they are responsible for 65.1% of net new jobs created from 2000 to 2019; and

**Whereas**, small businesses employ 47.1% of the employees in the private sector in the United States, 88% of U.S. consumers feel a personal commitment to support small businesses in the wake of the pandemic, and 92% of small business owners have pivoted the way they do business to stay open during the pandemic; and

**Whereas**, 97% of Small Business Saturday® shoppers recognize the impact they can make by shopping small, 85% of them also encouraged friends and family to do so, too; and

**Whereas**, 56% of shoppers reported they shopped online with a small business on Small Business Saturday in 2020; and more than 50% of consumers who reported shopping small endorsed a local business on social media or shopped at a local business because of a social media recommendation; and

**Whereas**, the City of Wenatchee, Washington, supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

**Whereas**, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**Now, Therefore**, I, Frank J. Kuntz, Mayor of the City of Wenatchee, Washington, do hereby proclaim, November 27, 2021, as **SMALL BUSINESS SATURDAY** and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.



**IN WITNESS WHEREOF**, I have caused the seal of the City of Wenatchee to be affixed on this 18<sup>th</sup> day of November, 2021.

/s/ Frank J. Kuntz

Frank J. Kuntz, Mayor



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** November 18, 2021

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### **I. SUBJECT**

Inter-Local Agreement with Chelan County (REVISED) for Construction of the Knowles Road and School Street Sanitary Sewer Extension, CPN 1908/2105

### **II. ACTION REQUESTED**

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

### **III. OVERVIEW**

The Knowles Road and School Street Sanitary Sewer Improvements project will install new sewer main lines and side sewers in School Street from Easy Street to Knowles Road and in Knowles Road from School Street to American Fruit Road. The sewer line installation is to be performed as part of the County-led reconstruction project for Knowles Road Phase 2 (CRP 725). The County will be installing a new storm drain system, sidewalk, curb and gutter, walls and pavements. The Chelan County PUD will also be replacing segments of their water distribution network at the same time. Additional dry utility work will be performed by Ziplly Fiber along the east side of Knowles Road.

A previous agreement was executed between the City and the County in July of this year which allowed for the inclusion of the City sewer project in Knowles Road (CPN 1908) into the County's road reconstruction project. Subsequent to that agreement, the County identified additional storm drainage improvements it desired to construct within the School Street corridor between Easy Street and Knowles Road. As the City was already planning to construct the downstream sewer improvements in School Street (CPN 2105) prior to the County roadway project, it was determined that postponing the City sewer improvements in School Street and including the entirety of the work in the County project would be the most efficient and least impactful project delivery method.

The City has provided the Chelan County Public Works Department with design drawings for the additional improvements to School Street. A separate bid schedule has been generated with an itemized bid tabulation for the sanitary sewer construction costs along with sales tax and testing expenses. As part of the Agreement, the City will reimburse Chelan County for the actual construction costs for the City Sewer improvements, and Chelan County will be responsible for the storm drain design costs in School Street.



**IV. FISCAL IMPACT**

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

**V. PROPOSED PROJECT SCHEDULE**

Construction of the Knowles Road and School Street sewer system is expected to occur in the spring / summer of 2022. Developer-funded construction of downstream infrastructure south of Easy Street will provide the outfall for the upstream improvements associated with this project and is also anticipated to be built during the 2022 construction season.

**VI. REFERENCE(S)**

First Amended and Restated Inter-local Agreement  
Interlocal Agreement dated July 20, 2021 – AFN 2549587

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Laura Merrill, Executive Services Director  
Brad Posenjak, Finance Director  
Rob Jammerman, Public Works Director  
Jessica Shaw, Deputy Public Works Director  
Gary Owen, City Engineer  
Natalie Thresher, Financial Analyst

**Return Address:**

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

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.	
<b>Prior instruments: 2549587</b>	
<b>Document Title:</b>	<b>FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR CONSTRUCTION OF KNOWLES ROAD AND SCHOOL STREET SANITARY SEWER AND STORM DRAIN IMPROVEMENTS, COUNTY ROAD PROJECT CRP725, CITY PROJECT NO. 1908 &amp; 2105</b>
<b>Grantor (s):</b>	<b>CHELAN COUNTY</b>
<b>Grantee(s):</b>	<b>CITY OF WENATCHEE</b>
<b>Legal Description:</b>	<b>N/A</b>
<b>Assessor's Tax Parcel ID:</b>	<b>N/A</b>
Filed with the Auditor pursuant to RCW 39.34.040	

**FIRST AMENDED AND RESTATED  
INTERLOCAL AGREEMENT  
BETWEEN - CHELAN COUNTY AND CITY OF WENATCHEE**

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

WHEREAS, the City and County have previously entered into an agreement for construction of new sanitary sewer infrastructure (Sewer Facilities) associated with the Knowles Road Project Phase II, County Road Project No.725 (CRP725) dated July 20, 2021 and recorded under AFN 2549587 (the “ILA”); and

WHEREAS, the City has additional needs related to the construction of new Sewer Facilities associated with the School Street Sanitary Sewer Extension Project (CPN 2105); and

WHEREAS, the County has identified the need for additional storm drain facilities (Storm Facilities) in School Street south of Knowles Road; and

WHEREAS, the City has separately contracted with RH2 Engineering Inc. to design Sewer Facilities in School Street associated with CPN 2105; and

WHEREAS, there are significant benefits for the County, the City and members of the public provided by the appropriate design, construction and installation of the Storm Facilities and Sewer Facilities in both Knowles Road and School Street; and

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

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

WHEREAS, the County agrees to be obligated for the cost of the design of its Storm Facilities included in the City project CPN 2105 described herein; and

WHEREAS, the Parties desire to amend and restate the ILA establishing a procedure and standard terms and conditions for the performance of the scope of work

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

1. **DESIGN AND DESIGN APPROVAL:** Design of the Sewer Facilities will be completed by the City. The City will cause to be designed under its contract with RH2 Engineering Inc. the Storm Facilities in School Street south of Knowles Road as part of its project CPN 2105. The City will submit to the County, plans, specifications, and cost estimates, for all Sewer Facilities as well as the Storm Facilities in School Street for review by the County. Upon approval of the design by the Parties, the County will incorporate the Storm and Sewer Facilities design into CRP 725. The Parties agree that the City shall bear the costs to design the Sewer Facilities and the County will bear the costs to design the Storm Facilities.
2. **RIGHTS OF WAY:** The County has acquired right of way for CRP 725.
3. **PROPERTY ACQUISITION:** In the event the City requires temporary construction easements or permits to complete its Facilities, the City shall negotiate, acquire and pay for the identified property rights in accordance with Federal regulations. The City shall submit copies of associated right of way documentation, including diaries and commitment letters to the County for their records.
4. **ENVIRONMENTAL PERMITTING:** The County has acquired the necessary environmental documents and permitting for CRP 725. In the event the City requires additional environmental permits to complete its Sewer Facilities, the City shall obtain these permits in accordance with Federal regulations. The City shall submit copies of the environmental documentation and permits to the County for their records.

- 5. CONSTRUCTION:** The County shall solicit and obtain a contractor for CRP 725. The contractor will construct the City’s Sewer Facilities as a part of CRP 725. The County agrees to include the City project bid items as a separate bid schedule for construction by the contractor.

The City shall reimburse the County for project construction costs associated with the Sewer Facilities. Reimbursement pursuant to this Agreement shall not exceed the following estimated costs without further written agreement between the Parties:

Construction costs (excluding WSST)	\$965,600
WSST (8.3%)	\$80,145
Construction testing	<u>\$10,000</u>
<b>Total:</b>	<b>\$1,055,745</b>

The County shall reimburse the City for Storm Drain design costs incurred associated with the Storm Facilities in School Street under CPN 2105. Reimbursement pursuant to this Agreement shall not exceed the following estimated costs without further written agreement between the Parties:

<b>Storm Drain design costs</b>	<b>\$15,954</b>
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- a. County Obligations. The County shall administer the construction contract, including:
- (i) Scheduling the construction work;
  - (ii) Disburse payments to the project contractor;
  - (iii) Administer change orders subject to City's approval in advance as it relates to the Sewer Facilities and the City’s costs therefor;
  - (iv) Perform or cause to be performed construction-related materials testing activities.
- b. City Obligations. The City shall:
- (i) Review change order requests in a reasonable time period and provide reimbursement of project costs for the Sewer Facilities in accordance with paragraph 6 below; and
  - (ii) Promptly review work performed on the Sewer Facilities when requested and otherwise as it determines prudent and provide input on design or constructions issues if they arise; and
  - (iii) Promptly review the work performed on the Sewer Facilities when substantially complete and provide punch list items required to be completed prior to final acceptance of the Sewer Facilities; and
  - (iv) Promptly notify the County of the City’s final acceptance of the work on the Sewer Facilities when the work is finally complete; and

- (v) Provide a City inspector to perform inspection duties during construction activities associated with the Sewer Facilities in cooperation with the County inspector.

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

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

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

- 7. **OWNERSHIP:** Upon completion of the Facilities, provision of as-built record drawings, and final approval of construction by the Parties, all Sewer Facilities shall be owned and maintained by the City in accordance with the most recent franchise agreement with the County to maintain the Sewer Facilities located outside of the City limits. All other improvements shall be owned and maintained by the County.
- 8. **PARTIES:** There are no additional parties intended to be benefited under this Agreement. There are no other agreements or representation, written or oral, concerning the subject matter of this Agreement.
- 9. **VENUE:** This Agreement shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this Agreement shall be Chelan County Superior Court except as set forth in paragraph 25 herein, DISPUTE RESOLUTION.
- 10. **MUTUAL COOPERATION:** The Parties agree to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of this Agreement.
- 11. **DEFAULT:** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees of any Party, or any other cause beyond the reasonable control of the Party affected thereby. However, each Party shall utilize its best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance.

- 12. ENFORCEABILITY:** This Agreement will be enforced to the fullest extent permitted by applicable law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such as invalidity, illegality or unenforceability shall not affect any other terms or provisions of this Agreement, which shall remain in full force and affect.
- 13. DURATION:** This Agreement shall take effect upon execution of the Agreement by both the County and the City. This Agreement will remain in effect until all obligations established in this Agreement are completed and terminate upon the Completion Date of the construction contract, the final approval of the Improvements by both Parties, and the final payment by the City to the County pursuant to paragraph 6 herein.
- 14. NO LEGAL/ADMINISTRATIVE ENTITY CREATED:** No separate legal or administrative entity is created by or pursuant to this Agreement.
- 15. INDEMNIFICATION/DEFENSE/HOLD HARMLESS:** The County will protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the actions of the County related to the performance of this Agreement by the County, except for costs, claims, judgments, and awards of damage for injuries or damages arising out of or in any way resulting from negligent acts or omissions of the City.
- The City will protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the actions of the City related to the performance of this Agreement by the City, except for costs, claims, judgments, and awards of damage for injuries or damages arising out of or in any way resulting from negligent acts or omissions of the County.
- 16. NO ASSIGNMENT:** The Parties shall not assign this Agreement or any interest, obligation or duty herein without the express written consent of the other Party.
- 17. NOTICES:** All notices and payments hereunder shall be sent or delivered to the following respective address:

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

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

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

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

- 25. DISPUTE RESOLUTION:** In the even that a dispute arises under this agreement which cannot be resolved through negotiation, the Parties agree to resolve such dispute in the following manner: The County and the City will each individually appoint one person to a Dispute Board and jointly appoint a third person. The Dispute Board will evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board will be final and binding on the Parties thereto. The County shall pay the costs of the person it appoints to the Dispute Board and the City shall pay the costs of the person it appoints to the Dispute Board. The Parties shall equally share the costs of the third person appointed to the Dispute Board and all other Dispute Board costs and fees.
- 26. FILING:** After adoption by the Parties, this Agreement will be recorded with the Chelan County Auditor's Office.
- 27. EFFECTIVE DATE** This Agreement will take effect when executed by the Parties and will continue until terminated as provided in paragraph 13 or 23 herein

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**CITY OF WENATCHEE**

\_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST: TAMMY STANGER

\_\_\_\_\_  
City Clerk



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

**CHELAN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
TIFFANY GERING, Chairman

\_\_\_\_\_  
BOB BUGERT, Commissioner

\_\_\_\_\_  
KEVIN OVERBAY, Commissioner

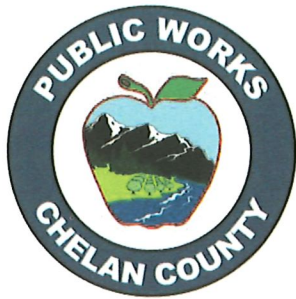
ATTEST: CARLYE BAITY

\_\_\_\_\_  
Clerk of the Board

**APPROVED AS TO FORM**

\_\_\_\_\_  
ROBERT W. SEALBY  
Prosecuting Attorney

Dated: \_\_\_\_\_



# CHELAN COUNTY

DEPARTMENT OF PUBLIC WORKS  
316 WASHINGTON STREET  
SUITE 402  
WENATCHEE, WASHINGTON 98801  
TELEPHONE 509/667-6415

**ERIC P. PIERSON, PE**  
DIRECTOR/COUNTY ENGINEER

August 3, 2021

Tammy Stanger, City Clerk  
City of Wenatchee  
Post Office Box 519  
Wenatchee, WA 98807-0519

RE: Interlocal Agreement for Sanitary Sewer Improvements, City Project No. 1908

Dear Ms. Stanger:

Enclosed is a copy of the recorded Interlocal Agreement between the City of Wenatchee and Chelan County for sanitary sewer improvements for Knowles Road.

The Agreement was signed by the Board of County Commissioners on July 20, 2021 and recorded with the Chelan County Auditor on July 27, 2021 under Auditor Files #2549587.

Let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Penny Goehner". The signature is written in a cursive style.

Penny Goehner  
Business Manager

Attachments: Agreement

CHELAN COUNTY PUBLIC WORKS

**Return Address:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7. OWNERSHIP:**

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

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

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

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

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

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

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

- 14. NO LEGAL/ADMINISTRATIVE ENTITY CREATED:** No separate legal or administrative entity is created by or pursuant to this Agreement.
- 15. INDEMNIFICATION/DEFENSE/HOLD HARMLESS:** The County will protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the actions of the County related to the performance of this Agreement by the County, except for costs, claims, judgments, and awards of damage for injuries or damages arising out of or in any way resulting from negligent acts or omissions of the City.
- The City will protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the actions of the City related to the performance of this Agreement by the City, except for costs, claims, judgments, and awards of damage for injuries or damages arising out of or in any way resulting from negligent acts or omissions of the County.
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316 Washington Street, Suite 402  
Wenatchee, WA 98801  
509-667-6415

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

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- 25. DISPUTE RESOLUTION:** In the even that a dispute arises under this agreement which cannot be resolved through negotiation, the Parties agree to resolve such dispute in the following manner: The County and the City will each individually appoint one person to a Dispute Board and jointly appoint a third person. The Dispute Board will evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board will be final and binding on the Parties thereto. The County shall pay the costs of the person it appoints to the Dispute Board and the City shall pay the costs of the person it appoints to the Dispute Board. The Parties shall equally share the costs of the third person appointed to the Dispute Board and all other Dispute Board costs and fees.
- 26. FILING:** After adoption by the Parties, this Agreement will be recorded with the Chelan County Auditor's Office.
- 27. EFFECTIVE DATE:** This Agreement will take effect when executed by the Parties and will continue until terminated as provided in paragraph 13 or 23 herein.

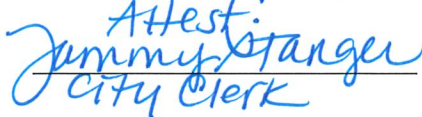
Dated this 8<sup>th</sup> day of July, 2021.

CITY OF WENATCHEE



FRANK KUNTZ, Mayor

APPROVED AS TO FORM

Attest:  
  
City Clerk

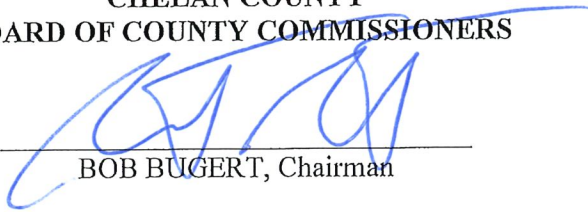
Dated: 7/8/21



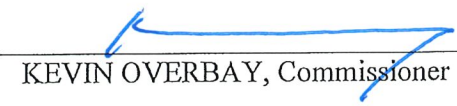
Dated this \_\_\_\_\_ and in 10th day of July 2021.



**CHELAN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

  
\_\_\_\_\_

BOB BUGERT, Chairman

  
\_\_\_\_\_

KEVIN OVERBAY, Commissioner

  
\_\_\_\_\_

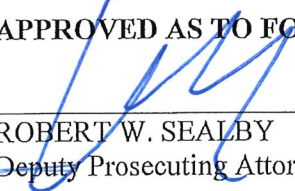
TIFFANY GERING, Commissioner

ATTEST: CARLYE BAITY

  
\_\_\_\_\_  
Clerk of the Board

Dated: 7/20/2021

APPROVED AS TO FORM

  
\_\_\_\_\_  
ROBERT W. SEALBY  
Deputy Prosecuting Attorney

Dated: 7-14-21



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** November 18, 2021

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**I. SUBJECT**

2022-2024 Animal Control Services Agreement between the City of Wenatchee and the Wenatchee Valley Humane Society

**II. ACTION REQUESTED**

Motion requested to approve a three-year agreement with the Wenatchee Valley Humane Society for Animal Control Services and authorize the Mayor's signature.

**III. OVERVIEW**

The City of Wenatchee contracts with the Wenatchee Valley Humane Society (Society) for animal control services including operating an animal shelter, enforcement and field operations, and providing animal control officers. The City and the Society have an existing agreement with a term of January 1, 2020 to December 31, 2022. The proposed 2022-2024 Agreement is intended to replace the existing agreement that was set to expire on December 31, 2022. The Society requested an increase in fees for 2022 to cover costs unanticipated at the time of entering into the existing contract including higher call volumes and lower license revenues. The Society offered 3% step increases for the years 2023 and 2024.

Staff recommends the City Council approve a three-year agreement with the Society for Animal Control Services and authorize the Mayor's signature.

**IV. FISCAL IMPACT**

The revised agreement provides for a one time 15% increase for 2022 and 3% annual updates thereafter through 2024:

2022: \$250,700  
2023: \$258,221  
2024 \$265,968

**VI. REFERENCE(S)**

1. Letter from Society
2. 2022-2024 Animal Care & Control Agreement

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Brad Posenjak, Finance Director

October, 4 2021

City of Wenatchee

Re: Revised Animal Care & Control Services Agreement

Dear Mayor Kuntz,

This letter is to recognize the discussed revision of the current agreement for Animal Care & Control (ACC) Services with the City of Wenatchee. Our understanding is that the City would like to move forward with a contract for the next 3 years, beginning January 1, 2022 and ending December 31, 2024.

The Wenatchee Valley Humane Society Board of Directors, leadership, and community members recognize the important role Animal Care & Control plays in our community. In light of the recent increase in call and case volume, along with the increased danger our officers face, the WVHS Board of Directors unanimously voted to adjust the pay of each member of ACC to properly reflect the importance of the work they do. Wenatchee Valley Humane Society has absorbed this additional cost since it was put into place in April 2021.

Wenatchee Valley Animal Care & Control is dedicated to serving our community as the needs continue to evolve and grow. We appreciate your recognition and support of the protection we provide to the constituents and pets in our community.

For this contract term, ACC is requesting an initial 15% increase with a 3% annual increase beginning in 2022:

2022: \$250,700.00

2023: \$258,221.00

2024: \$265,967.63

I would be more than happy to meet either virtually or in-person to discuss this new agreement. Animal Care & Control appreciates our strong relationship and looks forward to continuing to serve the City of Wenatchee.

Sincerely,

*Taylor Sharp*

Executive Director

Wenatchee Valley Humane Society and Animal Care & Control

**ANIMAL CONTROL SERVICES AGREEMENT  
WENATCHEE VALLEY HUMANE SOCIETY - CITY OF WENATCHEE  
(the "Agreement")**

This Agreement is entered into this day by and between the CITY OF WENATCHEE, organized under the laws of the State of Washington, hereinafter called the "CITY," and the WENATCHEE VALLEY HUMANE SOCIETY, a duly qualified Washington State nonprofit corporation in good standing called the "SOCIETY," sometimes collectively referred to as the "Parties" or individually, a "Party."

RECITALS

- A. The City and the Society desire to enter into this Agreement to allow the Society to provide animal control services within the City of Wenatchee and to enforce the City's animal control ordinances.
- B. The City and the Society have an existing contract with a term extending from January 1, 2020 to December 31, 2022. The Society requested an increase in fees for 2022 to cover costs unanticipated at the time of entering into the existing contract. The Society offered step increases for the years 2023 and 2024.
- C. This Agreement is intended to replace the existing agreement that was set to expire on December 31, 2022.

NOW, THEREFORE, in light of the foregoing recitals, which is incorporated herein as part of the agreement of the Parties, and the mutual terms, conditions, covenants, and commitments set forth herein, the Parties agree as follows:

**AGREEMENT**

- 1. Term. The term of this Agreement shall commence January 1, 2022, and shall end on December 31, 2024.
- 2. Animal Shelter Operations.
  - 2.1. Hours. The Society agrees to keep its shelter located at 1474 South Wenatchee Avenue, Wenatchee, Washington, open to the public for at least twenty-four (24) hours each week based on the following schedule: Four (4) hours per day, seven (7) days a week, excluding major holidays, and additional days as needed for staff training. The shelter shall be open to the City of Wenatchee residents Monday through Friday from 11:00 a.m. to 6:00 p.m. and Saturdays from 11:00 a.m. to 3:00 p.m. The Society shall maintain a twenty-four (24) hour phone service in order to receive complaints.
  - 2.2. Building Maintenance. The Society shall maintain the shelter in a clean and sanitary condition, and it will not permit any condition to exist which might constitute a public nuisance.

2.3. Care of Animals. The Society shall give the best possible care and treatment to all animals in its custody by providing them adequate housing and food, shall not permit the shelter to become overcrowded, and shall receive and care for all animals brought to the shelter from within the City or from other jurisdictions to which services are provided.

3. Enforcement and Field Operations. The Society shall act as a law enforcement agency for enforcement of animal control ordinances of the City. To this end, the Society shall operate subject to the following:

3.1. Complaints and Referrals:

3.1.1. The Society shall investigate and follow up on all animal control complaints alleging violations of the City's animal control ordinance, including but not limited to the following:

- a. Complaints involving dangerous or threatening animal attacks;
- b. Injured, sick and distress calls;
- c. Complaints of animal bites;
- d. Dogs at large where the complainant and the owner are identified;
- e. "Dogs at large" complaints which are either anonymous or where the owner cannot be identified;
- f. Other domestic animals at large including livestock;
- g. Animal cruelty and neglect cases;
- h. Stray domestic animals to be picked up at private residences or businesses;
- i. Abandoned animals;
- j. Dead domestic animals; and
- k. "Nuisance" animal complaints, except for complaints regarding loud animals such as barking dogs.

3.1.2. The Society will not be responsible for performing the following services.

- a. Complaints regarding barking dogs or other animal noises;
- b. Complaints regarding wildlife.

3.2. Disposal. The Society shall provide for the humane disposal of unclaimed animals after holding them no less than 72 hours, commencing 1:00 a.m. following the date of impoundment, unless sickness or injury requires earlier disposal.

3.3. Disposal of Dead Animals. The Society shall pick up and dispose of small or large dead animals from City streets within 24 hours of notification.

3.4. Legislation. The Society shall provide assistance and advice to the City on the updating and revision of its animal control ordinances, if requested by the City.

3.5. Animal Transport Equipment. The Society shall maintain such vehicles and related equipment as are required for its operations and shall bear full responsibility of fuel and

maintenance of the same. The Society shall have available equipment for hauling large animals and shall stock dog and cat traps, and cat carriers for use by citizens. A refundable deposit and reasonable rental fee may be charged to citizens using such equipment. The Society shall delivery and/or pick up such traps, in cases of extreme need, for a reasonable fee.

3.6. Violations of State Game Laws. Violations of State game laws coming to the Society's attention will be reported to the State Department of Fish and Wildlife.

4. Animal Control Officers.

4.1. Authority. Uniformed animal control officers appointed by the Society are hereby authorized by the City to enforce its animal control ordinances and to issue citations for violations of said ordinances.

4.2. Qualifications and Training. The Society assumes full responsibility for the selection, qualification, and training of its animal control officers. The City shall attempt to make available such general law enforcement training as might be appropriate to the Society's officers at no charge to the Society.

4.3. Patrol Strength. Apart from the hours the Shelter is open to the public, the Society shall provide animal control services as follows: (a) during the hours from 7:00 a.m. to 10:00 p.m., each day of the week, the Society shall provide animal control services as outlined in this agreement; and (b) during the hours of 10:00 p.m. to 7:00 a.m. on the next day, each day of the week, the Society shall respond to emergency situations requiring immediate attention as determined by the Society, such as dead or injured or at-large animals causing a traffic hazard.

4.4. Cooperation. Animal control officers shall furnish reports of violations to the appropriate City official and shall appear in court when requested by the City.

5. Payments by the City. The City agrees to pay the Society the total sum of \$250,700 for services rendered under this Agreement in 2022, \$258,221 for services rendered under this Agreement in 2023, and \$265,968 for services rendered under this Agreement in 2024. In June 2024 the Parties agree to review licensing revenues and to discuss any increases or decreases in forecast revenues. Neither Party is obligated to adjust the contract payment amount for 2025.

Said annual fees paid by the City shall be made in equal monthly installments, made on or before the 10th day of the month.

6. Licenses and Fees.

6.1. License Issuance. The Society shall issue dog and cat licenses as required by the ordinances of the City, shall collect and retain the required fees, and shall maintain the appropriate records. Animals sold by the Society to private individuals residing in the City shall not be released to their new owners until a valid City license is obtained. The Society



is responsible for administration of the licensing program, including payment for all labor and materials required.

6.2. License and Impound Fees and Other Costs.

6.2.1. The Society will retain all collected license fees and adoption charges.

6.2.2. The Society shall collect and retain all fees for impounding and boarding of animals collected by either the City or the Society, and the Society shall be responsible for collection of all such fees due and owing but not collected.

6.2.3. The Society shall be responsible for the collection of all fees and payment of all costs relating to vaccinations and veterinarian care for the animals at the shelter.

7. Records and Reports. Inasmuch as the Society is operating as an arm of government of this Agreement, it shall keep comprehensive records and submit regular reports to the City.

7.1. General Records. The Society shall maintain a complete system of records which shall show the kinds and number of animals in its custody, the locations where such animals were found, the reasons for the confinement, and their final disposition. The records on any individual animal shall be released to the owner upon request except when an impounded animal is adopted by another after the required holding period. The Society shall submit to the City on a calendar quarter basis a report which represents its activities in the City.

7.2. Financial Records. The Society shall keep a comprehensive set of records on all income and expenditures in accordance with generally accepted accounting principles.

7.3. Open Public Records. The Society shall comply with the Public Records Act, Chapter 42.56 RCW, Preservation and Destruction of Public Records Act, Chapter 40.14 RCW, and Local Records Disposition Authorization, Chapter 434-635 WAC, as they pertain to this agreement.

8. Contracts with Other Governmental Jurisdictions. The City enters into this Agreement permitting the Society, in the spirit of cooperation with the Society, to extend its services to other government entities within the Chelan/Douglas County area.

9. Insurance. The Society shall maintain the following insurance coverage and shall provide the City with certificates of insurance, naming the City as an additional insured on all the following policies:

9.1. General Liability. Comprehensive general liability, premises operations, contractual, and personal injury coverage, with a combined limit of at least \$1,000,000.

9.2. Automobile Liability. Comprehensive bodily injury and property damage, with a combined limit of at least \$1,000,000.

10. Indemnity. To the extent of its comparative negligence, each party shall indemnify, defend and hold the other party, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of this Agreement, for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting there from, except in the limited circumstance where the claim, damage, loss and expense is caused by the sole negligence of the other party.
11. No Discrimination. The Society shall ensure that all of its employees act in a professional and businesslike manner. No rude or unseemly actions or attitudes shall be tolerated in day-to-day dealings with the public. The Society shall not discriminate, either in dealing with its own employees or the public at large, because of race, color, religion, sex, national origin, handicap, or age.
12. Society's Employees. The Society shall be responsible in full for the payment of its employees, including Worker's Compensation, insurance, payroll deductions, and all related costs.
13. Modification and Cancellation.
  - 13.1. Modification. Modifications to this Agreement shall be in writing, shall be executed in the same manner as this Agreement, and shall become effective on the date of the last signature on the modification.
  - 13.2. Termination. This Agreement may be terminated by either party for cause upon the giving of ninety (90) days advance written notice to the other party of intent to so terminate, specifying the grounds for termination including but not limited to breach of a provision of this Agreement, breach of law or regulation, or misfeasance. If during the ninety (90) day period, in the reasonable discretion of the party giving notice, (a) the ground(s) for termination can be remedied and (b) the party so notified has corrected or is likely to correct the situation, then this Agreement shall not terminate. If either (a) or (b) is not the case, this Agreement shall terminate at the end of the ninety (90) day period.
  - 13.3. Payment of Society in Event of Termination. In the event the Society is terminated as set forth in Section 13.2 above, the Society shall be paid in a pro-rated amount based on work performed prior to termination (the end of the 90 day period).
  - 13.4. Termination of Agreement. Termination of this Agreement shall not prevent the terminating party from invoking those provisions in the Agreement which are necessary to protect or enforce its rights.
14. Assignment. Society may form a non-profit subsidiary corporation for the purposes of administering the animal control and law enforcement functions currently performed by Society, which functions include the duties required of Society under the terms of this Agreement. The City hereby consents to Society's assignment of this Agreement to Society's non-profit corporation described herein.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021

CITY OF WENATCHEE

By: \_\_\_\_\_  
Frank Kuntz, Mayor

WENATCHEE VALLEY  
HUMANE SOCIETY

By: \_\_\_\_\_  
Taylor Sharp, Executive Director



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Kari Page, Director of Human Resources

**MEETING DATE:** November 18, 2021

---

- I. **SUBJECT**  
2022 Management/Administrative Group Classifications and Compensation.
- II. **ACTION REQUESTED**  
Approve Ordinance No. 2021-32, repealing Ordinance No. 2020-39.
- III. **OVERVIEW**  
Ordinance No. 2021-32 establishes positions for regular status employment within the City of Wenatchee Management/Administrative Group, fixing the compensation to be paid for the calendar year 2022.
- IV. **FISCAL IMPACT**  
Compensation is incorporated into the approved 2022 budget.
- VII. **ADMINISTRATIVE ROUTING**  
Tammy Stanger, City Clerk  
Laura Merrill, Executive Services Director  
Brad Posenjak, Finance Director

**ORDINANCE NO. 2021-32**

**AN ORDINANCE**, establishing positions for regular status employment within the City of Wenatchee Management/Administrative Group, fixing the compensation to be paid for the calendar year 2022, and repealing Ordinance No. 2020-39.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE DO ORDAIN AS FOLLOWS:**

**SECTION I**

The City of Wenatchee does hereby create and establish those regular full-time and part-time employment positions as set forth on Exhibit “A” attached hereto and by this reference incorporated herein as though fully set forth. The wage range for these positions shall be as set forth on Exhibit “A.”

**SECTION II**

That this Ordinance shall take effect thirty days from and after publication as provided by law, and be applied retroactively to January 1, 2022.

**SECTION III**

That prior Ordinance No. 2020-39 shall be and hereby is repealed to the extent it is in conflict herewith.

**PASSED BY THE CITY COUNCIL OF THE CITY OF  
WENATCHEE** this 18<sup>th</sup> day of November, 2021.

CITY OF WENATCHEE, a municipal corporation

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

ATTEST:

By: \_\_\_\_\_  
Tammy Stanger, City Clerk

APPROVED:

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



Management/Administrative Group Monthly Wage Schedule

January 1 - December 31, 2021

Grade	Job Classification					Step 5
MA1	Police Chief	10,797.97	11,337.87	11,904.76	12,500.00	13,250.00
MA2	Director of Public Works	10,390.50	10,910.02	11,455.53	12,028.30	12,750.00
MA3	Director of Executive Services Director of Finance	10,186.76	10,696.10	11,230.91	11,792.45	12,500.00
MA4	Director of Community Development	9,779.29	10,268.26	10,781.67	11,320.75	12,000.00
MA5	Police Captain	9,575.56	10,054.34	10,557.05	11,084.91	11,750.00
MA6	Director of Human Resources Director of Information Services Director of Parks, Recreation & Cultural Services	9,371.82	9,840.41	10,332.43	10,849.06	11,500.00
MA7	City Engineer	8,792.61	9,232.24	9,693.85	10,178.54	10,789.25
MA8	Deputy Public Works Director - Utilities Public Works Operations Manager	8,380.30	8,799.32	9,239.28	9,701.25	10,283.32
MA9	Assistant Director of Finance Engineering Services Manager	7,725.06	8,111.31	8,516.88	8,942.72	9,479.28
MA10	Building/Fire Official Planning Manager Transportation Planning & Development Engineering Manager	7,538.65	7,915.58	8,311.36	8,726.93	9,250.55
MA11	Development Review Engineer Senior Engineer - Utilities	7,226.51	7,587.84	7,967.23	8,365.59	8,867.53
MA12	Capital Projects Manager Facilities Manager GIS Manager Network Administrator Project Engineer Utilities Assistant Manager WWTP Supervisor	6,946.38	7,293.70	7,658.38	8,041.30	8,523.78
MA13	Senior Planner	6,768.31	7,106.73	7,462.07	7,835.17	8,305.28
MA14	Storm/Sewer Collections Supervisor Street Maintenance Supervisor Water Distribution Supervisor	6,566.53	6,894.86	7,239.60	7,601.58	8,057.68
MA15	Accounting Supervisor Utility Planner	6,429.98	6,751.47	7,089.05	7,443.50	7,890.11
MA16	City Clerk	6,298.51	6,613.43	6,944.11	7,291.31	7,728.79
MA17	Accountant Parks Maintenance Supervisor Recreation Supervisor	6,162.23	6,470.34	6,793.85	7,133.55	7,561.56
MA18	Building/Fire Inspector Financial Analyst - Public Works Fleet Supervisor Network Specialist Plans Examiner Public Services Supervisor Technical Services Specialist (Police)	5,857.67	6,150.55	6,458.08	6,780.98	7,187.84
MA19	Housing Program Coordinator Human Resources Generalist Staff Engineer	5,523.98	5,800.18	6,090.19	6,394.70	6,778.38
MA20	Associate Planner Building Inspector Code Compliance Officer Code Compliance Officer/Building Inspector Police Records Supervisor	5,277.52	5,541.39	5,818.46	6,109.38	6,475.95
MA21	Accreditation & Administration Coordinator IS Support Technician	5,122.86	5,379.00	5,647.95	5,930.35	6,286.17
MA22	Administrative Assistant	4,767.58	5,005.95	5,256.25	5,519.06	5,850.21
	Mayor					9,206.57



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Kari Page, Director of Human Resources

**MEETING DATE:** **November 18, 2021**

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**I. SUBJECT**

Temporary employee hiring, positions and wages.

**II. ACTION REQUESTED**

Approve Ordinance 2021-33 and repeal Ordinance 2020-40.

**III. OVERVIEW**

Ordinance 2021-33 maintains general guidelines for hiring temporary employees as well as temporary positions and pay ranges for calendar year 2022.

Effective January 1, 2022, the Washington State minimum wage is \$14.49 per hour (\$0.80 increase).

**IV. FISCAL IMPACT**

Compensation is incorporated into the 2022 budget.

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Laura Merrill, Executive Services Director



**ORDINANCE NO. 2021-33**

**AN ORDINANCE**, establishing pay ranges for temporary employees for the calendar year 2021, and repealing Ordinance No. 2020-40.

**WHEREAS**, Ordinance No. 2020-40 directed the Director of Human Resources to establish hiring procedures for temporary employees, and

**WHEREAS**, Ordinance No. 2020-40 directed the Director of Human Resources, together with the Mayor, to establish wage ranges for temporary employees.

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

**SECTION I**

Attached hereto as Exhibit “A” are general guidelines for hiring, maintaining and promoting temporary employees of the City of Wenatchee.

**SECTION II**

Attached hereto as Exhibit “B” are the temporary positions and pay ranges for the calendar year 2022.

**SECTION III**

That this Ordinance shall take effect thirty days from and after publication as provided by law, and be applied retroactively to January 1, 2022.

**SECTION III**

That prior Ordinance No. 2020-40 shall be and hereby is repealed to the extent it is in conflict herewith.

**PASSED BY THE CITY COUNCIL OF THE CITY OF  
WENATCHEE** at a regular meeting thereof this 18<sup>th</sup> day of November, 2021.

CITY OF WENATCHEE, a Municipal corporation

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

ATTEST:

By: \_\_\_\_\_  
Tammy Stanger, City Clerk

APPROVED:

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

## EXHIBIT "A"

### **GENERAL GUIDELINES FOR HIRING TEMPORARY EMPLOYEES**

The Mayor, together with the Director of Human Resources, shall establish and maintain general guidelines for the hiring of temporary employees. The guidelines shall include appropriate wage ranges for temporary employees.

#### Guidelines

Prior to an offer of employment, the rate of pay for each temporary employee hired will be established by the Human Resources Director depending on the temporary position and qualifications of the applicant.

Hiring of temporary employees shall provide for an objective means of selecting persons for such employment. There shall be an equal opportunity for all persons interested in employment with the City of Wenatchee to seek and obtain such employment. To promote such a practice, Department Directors shall work with Human Resources to determine how to announce or otherwise make available temporary work opportunities with the City of Wenatchee.

A Department Director may hire temporary employees who have worked previously for the City of Wenatchee after approval from the Director of Human Resources. A returning temporary employee shall mean a person previously employed by the City within the past 18 months.

No person shall be employed by the City of Wenatchee until an application and all other required documentation has been received and approved by Human Resources.

No offer of employment may be made outside of these guidelines or existing Ordinances unless authorized, in writing, by the Mayor.

Within the first three (3) days of employment, an orientation for the new temporary employee will be held. During the orientation, all employment forms shall be reviewed and completed.

EXHIBIT “B”

**2022 TEMPORARY POSITIONS AND WAGE RANGES**

The following table sets forth the most commonly utilized temporary positions and the wage range for each. The Human Resources Director authorizes any employment for the following positions and determines the appropriate rate of pay within the wage range set forth depending upon qualifications (DOQ). Any employment for a position not set forth in the following table or for a position other than within the following pay range shall require City Council approval.

<b>Position</b>	<b>Wage Range</b>	
	<b>Minimum</b>	<b>Maximum (DOQ)</b>
Intern	\$14.49	\$18.00
General Office Community Center Staff Pool Staff Recreation Staff	\$14.49	\$20.00
Maintenance Worker Utility Worker	\$14.49	\$25.00



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** November 18, 2021

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**I. SUBJECT**

Adoption of Resolution No. 2021-38 for the appointment of Kyle McCubbin to the Lodging Tax Advisory Committee.

**II. ACTION REQUESTED**

Motion for the City Council to pass Resolution No. 2021-38 appointing Kyle McCubbin to the Lodging Tax Advisory Committee through December 31, 2023.

**III. OVERVIEW**

At the regular joint meeting of the Lodging Tax Advisory Committee (LTAC) on October 20, 2021, the LTAC members recommended appointment of Kyle McCubbin, Director of Operations for the Wenatchee Convention Center employed by Coast Hospitality. This is a two-year term beginning on January 1, 2021 and valid through December 31, 2023.

**IV. FISCAL IMPACT**

Not applicable.

**VI. REFERENCE(S)**

1. Resolution 2021-38

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Brad Posenjak, Finance Director

## **RESOLUTION NO. 2021-38**

**A RESOLUTION,** appointing a member to the Lodging Tax Advisory Committee.

**WHEREAS,** a vacancy currently exists on the Lodging Tax Advisory Committee; and

**WHEREAS,** Kyle McCubbin has expressed interest in being appointed to the Lodging Tax Advisory Committee; and

**WHEREAS,** the Lodging Tax Advisory Committee interviewed and voted to recommend Kyle McCubbin to fill the current vacancy on the Committee.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE** makes the following appointment to the Lodging Tax Advisory Committee, Position 5, at-large, with a term ending on December 31, 2023:

**NAME & ADDRESS**

Kyle McCubbin  
577 Circle Street  
Wenatchee, WA 98801

**TERM EXPIRES**

December 31, 2023

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 18<sup>th</sup> day of November 2021.

**CITY OF WENATCHEE,**  
a Municipal Corporation

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

ATTEST:

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

APPROVED:

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



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** November 18, 2021

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### I. SUBJECT

Arts, Recreation and Parks Commission Member Appointment

### II. ACTION REQUESTED

Move approval of Resolution 2021-37 appointing Nick Rohrbach to position seven 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.

The Commission currently has two vacant positions. Nick applied for the opening and would bring natural science experience to the Commission. He has also volunteered with the Chelan Douglas Land Trust and performed trail maintenance. Position seven has a term expiration of December 31, 2024.

A copy of his application is attached.

Staff recommends his appointment to the Commission.



**IV. FISCAL IMPACT**

None.

**V. PROPOSED PROJECT SCHEDULE**

If City Council approves the agenda item, Nick would begin serving on the Commission in January 2022.

**VI. REFERENCE(S)**

**VII. ADMINISTRATIVE ROUTING**

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

## **RESOLUTION NO. 2021-37**

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

**WHEREAS,** a vacancy currently exists on the Arts, Recreation and Parks Commission; and

**WHEREAS,** Nick Rohrbach has expressed interest in contributing to the community by serving on the Commission, attended a meeting and applied for appointment; and

**WHEREAS,** Nick Rohrbach will bring valuable natural sciences experience to the Commission.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE** makes the following appointment to the Arts, Recreation and Parks Commission, Position 7, with a term ending on December 31, 2024:

**NAME & ADDRESS**

Nick Rohrbach  
57 Red Bird Lane  
Wenatchee, WA 98801

**TERM EXPIRES**

December 31, 2024

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 18<sup>th</sup> day of November 2021.

**CITY OF WENATCHEE,**  
a Municipal Corporation

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

ATTEST:

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

APPROVED:

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



**City 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: Rohrbach First Name: Nick Initial: EF

Physical Address: 57 Red Bird Lane City: Wenatchee Zip: 98801

Mailing Address: Same as above City: \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: 509-899-9389 Evening Phone: Same

E-mail: nickrohrbach@hotmail.com Years lived in Wenatchee Valley: 6

Occupation: GeoEngineers, Inc. Years of Experience: 21

Work Address: 14 N. Wenatchee Ave (Mercantile) City: Wenatchee Zip: 98801

Education and Formal Training: B.S. Geology/Natural Science

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: Apple STEM Network Board Member Length of Service: 2

Organization and Duties: Chelan Douglas Land Trust (trail maintenance) Length of Service: 2

Organization and Duties: \_\_\_\_\_ Length of Service: \_\_\_\_\_

Organization and Duties: \_\_\_\_\_ Length of Service: \_\_\_\_\_

Organization and Duties: \_\_\_\_\_ Length of Service: \_\_\_\_\_

Skills/Special Interests: biking, hiking, running, skiing, handyman, geology

Experience related to the Commission/Board: None.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Why are you seeking this appointment? I am interested in serving this commission group by sharing my art/parks/recreation experience(s) and contributing to finding solutions to these topics. I feel it is important to preserve and expand art/parks/recreation opportunities for current and future generations living in the Wenatchee area. My family and I enjoy spending time together, especially when we are in the natural environment of our parks and recreation areas.  
\_\_\_\_\_  
\_\_\_\_\_

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

If yes, please explain: Possibly related to the ongoing Saddle Rock Park remediation project or other city related environmental projects.  
\_\_\_\_\_

**REFERENCES**

Name: Adam Vognild  
Address: 521 yakima st City: Wenatchee Zip: 98801  
Phone: 509-669-0409 Email: \_\_\_\_\_  
Occupation: Fitness trainer Years known: 5

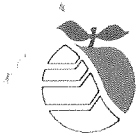
Name: Sue Kane  
Address: 430 Olds Station Road City: Wenatchee Zip: 98801  
Phone: 509-888-7036 Email: suek@ncesd.org  
Occupation: Director of STEM Initiatives and Strategic Partnerships Years known: 3

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Occupation: \_\_\_\_\_ Years known: \_\_\_\_\_

**AFFIDAVIT OF APPLICANT**

I, Nick Rohrbach, 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.

Nick Rohrbach Digitally signed by Nick Rohrbach  
Date: 2021.10.28 13:51:01 -0700  
(Signature)  
Date: 10-28-21



**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: Nick Rohrbach Date: 10-28-21



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** November 18, 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. 4 in the amount of \$88,007 plus WSST and Change Order No. 5 in the amount of \$18,463 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 continues to progress according to plan, with a few additional modifications stemming from various structural, mechanical, electrical, and plumbing (MEP) coordination efforts. A majority of the project requests for information (RFIs) are MEP related, meaning the MEP trades are running up against each other and other structural members within the existing building requiring size modifications, location change and/or removal from the project. The City is needing to pay \$30,144 additional to compensate for the existing building conflicts discovered recently.

In addition, two concerns were identified and addressed within the civil (sitework) scope of work over the past month. The first being the recommendation by Pacific Engineering to remove and replace 30 feet of sidewalk and a street tree due to significant heaving (tripping risk) and grade challenges. The second concern resulted in a street light base removal and replacement as the existing grade did not line up with the new elevations. The cost for the street light base is being shared by the contractor due to some damage it suffered during demolition. The total cost for the civil scope adjustment is \$12,295.

As mentioned at the October 14th council meeting the project is running about 4 weeks behind schedule. The request for additional general conditions or contractor oversight time, was made by TW Clark to the City to recuperate 14 calendar days (10 working days) resulting from RFI response solutions. If TW Clark does not use the additional time, the City will retain the funds. The additional general conditions request is for \$19,292.

Other items included in this change request:

- Additional fire sprinkler work is required by the AHJ within the two existing vestibules. The cost for this scope of work increase is \$35,344.
- The fire sprinkler installation on the 3rd floor requires work after hours. The cost for the after-hours premium is \$2,345.
- In order to receive a fire alarm permit, the whole building needs to be accounted for. The cost to as-built the unrenovated/LocalTel portions of the building is \$2,315.
- Casework modifications were requested to accommodate the needs of the departments within the customer service area. The cost of these changes is \$4,735.

**IV. FISCAL IMPACT**

Change Order No. 4 in the amount of \$88,007 and Change Order No. 5 in the amount of \$18,463, 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. It is anticipated to relocate to the new space in the fall 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<sup>®</sup> Document G701<sup>™</sup> – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Wenatchee City Hall 301 Yakima Street Wenatchee, WA 98801	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: May 14, 2021	<b>CHANGE ORDER INFORMATION:</b> Change Order Number:004 Date: 10/26/2021
<b>OWNER:</b> <i>(Name and address)</i> City of Wenatchee PO Box 519 Wenatchee, WA 98801	<b>ARCHITECT:</b> <i>(Name and address)</i> ARC Architects 119 S Main Street, Ste 200 Seattle, WA 98104	<b>CONTRACTOR:</b> <i>(Name and address)</i> TW Clark Construction, LLC 1117 North Evergreen Road #1 Spokane Valley, WA 99216

**THE CONTRACT IS CHANGED AS FOLLOWS:**


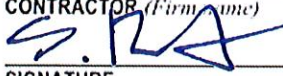
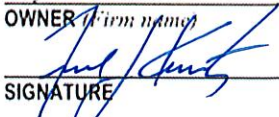
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

- |                                      |                                       |
|--------------------------------------|---------------------------------------|
| AC 7 PRx Fire Sprinkler Premium      | AC 34 PRx RFI 49 Delete VFD           |
| AC 9 PRx New Waste Line R1           | AC 36 PR 13 Elect for Furniture       |
| AC 15 PRx RFI 16 Cold Water          | AC 45 Extended GC's_RFI's             |
| AC 18 PRx 6R2 Fire Sprinkler Adds R1 | AC 46 PRx BIM Cost Assoc RFI 29 to 73 |
| AC 20 PRx RFI 23 GF Waste Pipe       | AC 51 PR 14 Casework Revisions        |
| AC 25 PRx RFI 29 Relocate Wall       | AC 53 PR 17 As_Built Fire Alarm       |

The original Contract Sum was	\$ 8,634,000.00
The net change by previously authorized Change Orders	\$ 329,922.00
The Contract Sum prior to this Change Order was	\$ 8,963,922.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 88,007.00
The new Contract Sum including this Change Order will be	\$ 9,051,929.00
The Contract Time will be increased by (21) 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 <b>ARCHITECT</b> <i>(Firm name)</i>	TW Clark Construction, LLC <b>CONTRACTOR</b> <i>(Firm name)</i>	City of Wenatchee <b>OWNER</b> <i>(Firm name)</i>
 <b>SIGNATURE</b>	 <b>SIGNATURE</b>	 <b>SIGNATURE</b>
Jeff Wandasiewicz, Principal <b>PRINTED NAME AND TITLE</b>	Scott Rountree, Project Manager <b>PRINTED NAME AND TITLE</b>	Frank Kuntz, Mayor <b>PRINTED NAME AND TITLE</b>
10/26/2021 <b>DATE</b>	10/26/2021 <b>DATE</b>	10/28/2021 <b>DATE</b>

# AIA<sup>®</sup> Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
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:005  
Date: 11/09/2021

**OWNER:** *(Name and address)*  
City of Wenatchee  
PO Box 519  
Wenatchee, WA 98801

**ARCHITECT:** *(Name and address)*  
ARC Architects  
119 S Main Street, Ste 200  
Seattle, WA 98104

**CONTRACTOR:** *(Name and address)*  
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 49 PRx RFI 79 Re-Route RWL
- AC 54 PR 18 Replace Walk\_Tree
- AC 61 PRx ASI 10 Steel
- AC 62 PRx RFI 66r1 Soffit
- AC 64 PRx Light Pole Base R1

The original Contract Sum was	\$ 8,634,000.00
The net change by previously authorized Change Orders	\$ 417,929.00
The Contract Sum prior to this Change Order was	\$ 9,051,929.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 18,463.00
The new Contract Sum including this Change Order will be	\$ 9,070,392.00
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** *(Firm name)*  
  
\_\_\_\_\_  
**SIGNATURE**  
Jeff Wandasiewicz, Principal  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**  
11/09/2021  
\_\_\_\_\_  
**DATE**

TW Clark Construction, LLC  
\_\_\_\_\_  
**CONTRACTOR** *(Firm name)*  
  
\_\_\_\_\_  
**SIGNATURE**  
Scott Rountree, Project Manager  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**  
11/9/2021  
\_\_\_\_\_  
**DATE**

City of Wenatchee  
\_\_\_\_\_  
**OWNER** *(Firm name)*  
\_\_\_\_\_  
**SIGNATURE**  
Frank J. Kuntz, Mayor  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**  
\_\_\_\_\_  
**DATE**



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Jessica Shaw, Deputy Public Works Director-Utilities  
Darci Mattioda, Utility Planner  
Public Works Department

**MEETING DATE:** November 18, 2021

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**I. SUBJECT**

Water and Sewer Code Revisions

**II. ACTION REQUESTED**

Motion requested for the City Council to adopt Ordinance No. 2021-34 and Ordinance No. 2021-35 amending Chapter 4.08 "Sewer-Rates and Charges" and Chapter 9.12 "Water-Rules and Regulations" of the Wenatchee City Code.

**III. OVERVIEW**

City staff conducted a rate analysis for the water and sewer utilities earlier this year. The City has seen increasing costs for parts, material, and labor. The proposed rates and code changes for sewer were presented to the Public Works and Finance Committees in August. The proposed changes to the water code were presented in September and October to the committees.

Staff are recommending the following code changes:

Chapter 4.08 Sewer-Rates and Charges

- Add language to identify when privately-owned grinder pumps would be allowed.
- Continue the annual 6% rate increases in 2024 and every year thereafter.
- Revise the calculation for multi-family system investment fees to be based on the number of dwelling units.
- Clarify the language for the sewer connection discount to limit its application to existing residential customers on septic.
- Provide an annual 3% increase to connection fees.

Chapter 9.12 Water-Rules and Regulations

- Increase the rates by 12% for three years followed by 6% thereafter.
- Remove the language that waives all system investment fees for multi-family.
- Increase the system investment fee for water from \$400 to \$1,200 per meter customer equivalent.
- Provide an annual 3% increase to connection fees.

**IV. FISCAL IMPACT**

The proposed ordinances include increases to rates and connection fees for the water and sewer utilities. The revenue will fund ongoing operations and maintenance as well as the construction of critical infrastructure to support reliable and resilient utility services for the City of Wenatchee.

**V. PROPOSED PROJECT SCHEDULE**

If adopted, the connection fees will become effective on March 1, 2022 and all other changes including the rates will become effective on January 1, 2022. The later effective date for the connection fees will allow customers time to submit their building applications and be vested under the existing fees.

**VI. REFERENCE(S)**

1. Ordinance No. 2021-34
2. Ordinance No. 2021-35

**VII. ADMINISTRATIVE ROUTING**

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

## ORDINANCE NO. 2021-34

AN ORDINANCE, amending Chapter 4.08 WCC relating to sewers – rates and charges.

THE CITY COUNCIL OF THE CITY OF WENATCHEE DO

ORDAIN as follows:

### SECTION I

Chapter 4.08 “Sewers – Rates and Charges” of the Wenatchee City Code

shall be and hereby is amended to read as follows:

### Chapter 4.08

### SEWERS – RATES AND CHARGES<sup>1</sup>

Sections:

- 4.08.010 Definitions.
- 4.08.020 Use of public sewers required.
- 4.08.030 Building sewers and connections.
- 4.08.035 Sewer service rates.
- 4.08.036 Connection fees.
- 4.08.037 System investment fee.
- 4.08.038 *Repealed.*
- 4.08.040 Customer classification.
- 4.08.050 Billings.
- 4.08.060 Special provisions.
- 4.08.070 Water/sewer utility fund.
- 4.08.080 Prohibited discharges.
- 4.08.090 Regulation of waste received from contributing jurisdictions.
- 4.08.100 Pretreatment.
- 4.08.110 Inspections, monitoring and record keeping.
- 4.08.120 Administrative enforcement remedies.
- 4.08.130 Judicial enforcement remedies.
- 4.08.140 Loan program for sewer connection fees.

#### **4.08.010 Definitions.**

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated:



(1) “AKART” shall mean an acronym for “all known, available, and reasonable methods (prevention, control, and treatment) to prevent and control pollution of the waters of the state of Washington.” (Chapter 90.48 RCW.) AKART shall represent the most current methodology that can be reasonably required for preventing, controlling, or abating the pollutants associated with a discharge. AKART may be required by the ~~director~~Director for any discharge to the POTW.

(2) “Applicable pretreatment standards” shall mean for any specified pollutant: the more stringent of ~~city~~City prohibitive standards, ~~city~~City specific pretreatment standards (local limits), state of Washington pretreatment standards, or applicable national categorical pretreatment standards.

(3) “Application for temporary discharge” shall mean the ~~city~~City of ~~Wenatchee~~Wenatchee application form which must be completed by any person requesting to discharge wastewater from a temporary process or cleanup project that is not directly tied to the collection system.

(4) “Biochemical oxygen demand (BOD)” shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20 degrees centigrade, expressed in milligrams per liter (mg/l).

(5) “Biosolids” shall mean municipal sewage sludge that is a primarily organic, semisolid product resulting from the wastewater treatment process and meets all requirements of Chapter 70.95J RCW.

(6) “Building” shall mean any structure used for human habitation or a place of business, recreation, or other purpose requiring wastewater disposal services.

(7) “Building drain” shall mean that part of the lowest piping of a drainage system which receives the discharge from piping inside the walls of a structure or building to a point two feet outside the outer face of a structure, wall, or foundation and conveys it to the sewer or an on-site sewage disposal system. The property owner is responsible for the maintenance of this sewer.

(8) “Categorical pretreatment standards or categorical standards” shall mean any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Federal Water Pollution Control Act (33 U.S.C. 1317) which apply to a specific category of users and which appear in 40 CFR Chapter 1, Subchapter N, Parts 405 through 471.

(9) “~~City~~City” shall mean the ~~city~~City of ~~Wenatchee~~Wenatchee, Washington, a municipal corporation of the state of Washington, acting by and through its ~~city~~City council, unless such authority shall be lawfully delegated to other persons.

(10) “Collection system” shall mean the system of sewers, manholes, pump stations, and appurtenances receiving liquid wastes from buildings and premises for transmission to the wastewater treatment plant.

(11) “Color” shall be defined by the percent transmittance, which is affected by the presence of dissolved substances and suspended matter including but not limited to natural metallic ions, humus and peat materials, planktons, weeds and industrial wastes. Distilled water would have 100 percent transmittance.

(12) “Commercial/industrial customer” shall mean any person discharging water-carried waste and wastewater including but not limited to wastewater from any producing, manufacturing, processing, institutional, commercial, nonprofit, or agricultural operation.

(13) “Contributing jurisdiction” shall be defined as a municipality or sanitary district located outside the [cityCity](#) limits and contributing wastewater to the POTW.

(14) “Cooling water” shall mean water used for cooling purposes generated from any use, such as air conditioning, heat exchangers, cooling or refrigeration. For purposes of this chapter, such waters are further divided into two subcategories: (a) uncontaminated – water to which the only pollutant added is heat, which has no direct contact with any raw material, waste, intermediate or final product, and which does not contain levels of contaminants detectably higher than that of the intake water; (b) contaminated – water likely to contain pollutants detectably higher than intake water. This includes water contaminated through any means, including chemicals added for water treatment, corrosion inhibition, or biocides, or by direct contact with any process materials, products, and/or wastewater.

(15) “Customer” shall mean the person in whose name service is rendered as evidenced by the person’s signature on the application or contract for that service, or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in the person’s name regardless of the identity of the actual user of the service.

(16) *Repealed by Ord. 2017-11.*

(17) “Department (Ecology)” shall mean the Washington State Department of Ecology or authorized representatives thereof.

(18) The word “Director” wherever used in this chapter shall be held and construed to mean the Director of Public Works of the City of Wenatchee or his duly appointed and designated representative, and any act in this chapter required or authorized to be done by the Director may be done on behalf of the Director by said representative or an authorized officer.

~~“DirectorDirector” shall mean the cityCity of WenatcheeWenatchee directorDirector of public worksPublic Works who is charged with certain duties and responsibilities by this chapter, or any other person the directorDirector may appoint.~~

(19) “Domestic wastewater” shall mean the water carrying human waste and the water from activities such as dishwashing, bathing and laundry in residential buildings.

(20) “EPA” shall mean the U.S. Environmental Protection Agency, or other duly authorized official of said agency.

(21) “Equivalent residential unit (ERU)” shall mean the unit of measure of daily water consumption for establishing the system investment fee to be paid to the [cityCity](#). One ERU is defined by the size of water meter required to meet the daily water consumption of a single-family residence. Nonresidential customers are assigned one or more ERUs based on the size of the water meter needed to meet daily water consumption requirements.

(22) “Fats, oils and greases (FOG)” shall mean organic compounds which are generally insoluble in water, although they can be emulsified; FOG may be subdivided into polar (typically of animal or vegetable origin) and nonpolar (typically derived from petroleum) subcategories.

(23) “Floatable oil” shall mean fat or grease in a physical condition such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility.

(24) “Hauled wastes” shall mean wastes conveyed to the [cityCity](#) by other than a direct connection to the sewer; also called “trucked wastes.”

(25) “Industrial user survey” shall mean a survey form developed by the POTW to be completed by any industrial user at the request of the ~~director~~[Director](#). The survey information includes, but is not limited to, types and amounts of wastewater generated, treatment and disposal methods, and chemical storage.

(26) “Inflow” shall mean water not requiring treatment, which enters the sanitary sewer system as a result of precipitation events.

(27) “Interference” shall mean a discharge which, alone or in conjunction with a discharge or discharges from other sources, either: (a) inhibits or disrupts the POTW, its treatment processes or operations; (b) inhibits or disrupts its sludge or biosolids processes, use or disposal; or (c) is a cause of a violation of any requirement of the POTW’s NPDES permit including an increase in the magnitude or duration of a violation or any increase in the cost of treatment of sewage or in the cost of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Federal Water Pollution Control Act (33 U.S.C. 1345 et seq.); the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA; the Clean Air Act (42 U.S.C. 7401 et seq.); the Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et seq.); and the Marine Protection, Research and Sanctuaries Act (33 U.S.C. 1401 et seq.).

(28) “May” is permissive.

(29) “Medical wastes” shall mean isolation wastes, infectious agents, pathological wastes, sharps, body parts, fomites, etiologic agents, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes and dialysis waste.

(30) “Metered service” is a service for which charges are computed on the basis of measured quantities of water or wastewater.

(31) “Mg/l” means milligrams per liter.

(32) “Noncontact cooling water” shall mean water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

(33) “NPDES” shall mean the National Pollutant Discharge Elimination System permit program as administered by the U.S. EPA or State of Washington Department of Ecology.



(34) “Operation and maintenance” shall mean those functions that result in expenditures during the useful life of the treatment works for materials, labor, utilities, and other items which are necessary for managing and maintaining the sewage works to achieve the capacity and performance for which such works were designed and constructed. The term “operation and maintenance” includes replacement.

(35) “Pass through” shall mean a discharge or pollutant which enters and subsequently exits the POTW into waters of the state in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the [cityCity](#)’s NPDES permit (including an increase in the magnitude or duration of a violation).

(36) “Percent transmittance” shall be defined as the percentage of UV light at a wavelength of 254 nm not absorbed after passing through a one-centimeter water sample using a spectrophotometer.

(37) “Person” shall mean any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents or assigns. This definition includes all federal, state or local governmental entities.

(38) “pH” shall mean the logarithm of the reciprocal of the hydrogen ion concentration.

(39) “Pollutant” shall mean any substance discharged to a POTW which, if discharged directly, would alter the chemical, physical, thermal, biological, or radiological integrity of the waters of the state, or would be likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety or welfare, or to any legitimate beneficial use, or to any animal life, either terrestrial or aquatic. Pollutants include the following: dredged spoil, solid waste, incinerator residue, sewage, garbage, sludges, screenings, residues from pretreatment of wastes, munitions, medical wastes, chemical wastes, industrial wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, agricultural wastes, including stems, pits, leaves or fruit, and the characteristics of the wastewater (i.e., pH, temperature, suspended solids, turbidity, color, BOD, chemical oxygen demand (COD), toxicity, and odor).

(40) “POTW” or “publicly owned treatment works” shall mean a treatment works, as defined by Section 212 of the Federal Water Pollution Control Act (33 U.S.C. 1292), which is owned by the [cityCity](#). In this chapter, POTW refers to the [cityCity](#) of ~~Wenatchee~~[Wenatchee](#) as the entity owning and having responsibility for the operation and maintenance of the treatment works, and includes any devices or systems owned by the [cityCity](#) and used in the collection, storage, treatment, recycling and reclamation of sewage, industrial wastes and sewage sludge and any sewers, pipes, and other conveyances owned by the [cityCity](#) of ~~Wenatchee~~[Wenatchee](#) which collect and convey wastewater to the [cityCity](#) of ~~Wenatchee~~[Wenatchee](#) wastewater treatment plant.

(41) “Pretreatment” shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. This reduction or alteration can be obtained by physical, chemical or biological processes, by

process changes, or by other means, except by diluting the concentration of the pollutants unless specifically allowed by an applicable pretreatment standard.

(42) “Pretreatment requirement” shall mean any substantive or procedural local, state, or federal requirement related to pretreatment developed under Chapter 90.48 RCW and/or Sections 307 and 402 of the Federal Water Pollution Control Act.

(43) “Pretreatment standard” shall mean any pollutant discharge limitations including categorical standards, state standards, and limits of WCC 4.08.080 applicable to the discharge of nondomestic wastes to the POTW. The term shall also include the prohibited discharge standards of this chapter (WCC 4.08.080), WAC 173-216-060, and 40 CFR Part 403.5.

(44) “Public sewer” shall mean a sewer lying within a public highway, road, street, avenue, alleyway, public place, public easement, or right-of-way and which is controlled by or under the jurisdiction of the [cityCity](#). This does not include the side sewer in a public right-of-way.

(45) “Replacement” shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances, which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed.

(46) “Residential customer” shall mean any contributor to the POTW whose lot, parcel, real estate, or building is used primarily for domestic dwelling purposes including houses, apartment complexes and mobile home parks.

(47) “Sanitary sewer” shall mean a drain or sewer that carries liquid- and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.

(48) “Sewage” means water-carried human wastes or a combination of water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground, surface, storm, or other waters as may be present (the preferred term is “wastewater”).

(49) “Sewage sludge” means a semisolid substance consisting of settled sewage solids combined with varying amounts of water and dissolved materials generated from a publicly owned wastewater treatment plant.

(50) “Sewer” shall mean any pipe, conduit, ditch, or other device used to collect and transport sewage.

(51) “Shall” defines a mandatory requirement.

(52) “Side sewer” or “sewer lateral” shall mean a privately owned and maintained pipe system which is designed to convey wastewater from the building drain, plumbing outlet or other approved facility to a public sewer system. This includes the entire length of pipe, wherever located; including in private property utility easements, public rights-of-way, or public easements.

(53) “Significant industrial user (SIU)” shall mean any user of the POTW who: (a) is subject to a categorical pretreatment standard; or (b) discharges an average of 25,000 gallons per day (gpd) or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler

blowdown wastewater); or (c) contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or (d) is designated as such by the ~~director~~Director on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement. Upon finding that a user meeting the criteria of subsection (b), (c), or (d) of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the ~~director~~Director may at any time, on his or her own initiative or in response to a petition received from an industrial user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

(54) "Slugload" or "slug" shall mean any discharge at a flow, rate, or concentration which could cause a violation of the prohibited discharge standards (WCC 4.08.080), or any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a noncustomary batch discharge.

(55) "State" shall mean the state of Washington.

(56) "Storm sewer" (sometimes termed "storm drain") shall mean a drain or sewer which carries storm and surface waters and drainage, but from which domestic wastewater, industrial wastewater and process wastewater are intentionally excluded.

(57) "Storm water" shall mean any flow occurring during or following any form of natural precipitation, and resulting therefrom, including snowmelt.

(58) "Suspended solids" shall mean total suspended matter that either floats on the surface of or is in suspension in water, sewage, or other liquids, and which is removable by laboratory filtering.

(59) "Toxic pollutants" shall mean those substances listed in the federal priority pollutant list and any other pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the U.S. Environmental Protection Agency under Section 307 (33 U.S.C. 1317) of the Federal Water Pollution Control Act.

(60) "User" shall mean any person discharging wastewater to the POTW.

(61) "WAC" shall mean the Washington Administrative Code.

(62) "Wastewater" shall mean the liquid- or water-carried industrial wastewater or domestic wastewater or any modification thereof, or any other water-carried waste, including that which may be combined with any groundwater, surface water, or storm water, that is or may be discharged to the POTW.

(63) "Wastewater discharge permit" shall mean a state waste discharge permit or a general permit issued by the Washington State Department of Ecology in accordance with Chapter 173-216 WAC.

(64) "Wastewater treatment plant" shall mean that portion of the POTW designated to provide treatment of wastewater.

(65) “Water meter” shall mean a water volume measuring and recording device, owned and approved by the [cityCity](#). (Ord. 2020-13 § 1; Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 1; Ord. 2004-27 § 1)

#### **4.08.020 Use of public sewers required.**

(1) The owner or occupant of any house, building, or properties used for human occupancy, employment, recreation, or other purposes, situated within the [cityCity](#) sewer service boundaries and abutting on any street, alley, or right-of-way in which there is now located a public sanitary sewer within 200 feet of the property line, is hereby required at his or her expense to connect to the public sewer in accordance with the provisions of this chapter. When a property is served by an existing private wastewater disposal system, connection to the public sanitary sewer system will be required to ensure protection of the environment and/or public health and safety when any of the following occurs:

(a) The private wastewater disposal system is found to be in failing condition as determined by the Chelan-Douglas health district; or

(b) The private wastewater disposal system is found to be inadequate for the proposed or existing use of the property as determined by the Chelan-Douglas health district.

(c) The owner of a property served by a private wastewater disposal system denied a permit application to repair or replace the existing septic system on the grounds set forth in subsections (1)(a) and (b) of this section shall have the right to file an appeal with the [cityCity](#) clerk within 14 calendar days after the decision by the Chelan-Douglas health district which shall be heard by the [cityCity](#)'s hearing examiner in accordance with WCC 13.11.030 for review of such determination, which review shall be in accordance with RCW 35A.21.390. Appeals shall be subject to an administrative appeal fee in accordance with WCC 1.99.010. Pursuant to RCW 35A.21.390(5), a final determination by the [cityCity](#)'s hearing examiner shall not be subject to further appeal.

(2) All new divisions of land and construction of residential, commercial and industrial facilities shall be reviewed by the ~~director~~[Director](#) to determine if public sewer shall be extended to the site. It shall be the policy of the [cityCity](#) to have public sewer extended to all new development unless special circumstances exist. All new subdivisions and construction of residential, commercial and industrial facilities and short plats approved with interim on-site sewage disposal facilities shall be required to install sanitary sewage collection systems and provide a connection from each lot. Sanitary sewage collection systems shall be installed to service all lots interior to the subdivision.

(3) If any such connection shall not be made within 60 days after written notice to the occupant or owner of such lot or parcel of property, building or structure by the ~~director~~[Director](#), the [cityCity](#) is hereby authorized and directed to cause such connection to be made and to file a statement of the cost thereof with the [cityCity](#) clerk, and thereupon a warrant in the amount of such cost payable to the [cityCity](#) shall be issued by the [cityCity](#) treasurer under the direction of the [cityCity](#) council. The amount of such warrant, plus interest at the rate of 12 percent per annum upon the total amount of such cost and penalty shall be assessed against the property upon which the said building or structure is situated, and shall become a lien thereon as herein

provided. Such total amount, when collected, shall be paid into said water/sewer utility fund. (Ord. 2020-13 § 2; Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 2; Ord. 2004-27 § 2)

#### **4.08.030 Building sewers and connections.**

(1) The connection of the building sewer into the public sewer shall conform to the requirements of the ~~city~~City of ~~Wenatchee~~Wenatchee preapproved plans and standards.

(2) No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the ~~city~~City. Property owners must apply in writing at the department of ~~public works~~Public Works for new services and when a change of use occurs on the property including but not limited to changes in the number of dwelling units, the number of water meters, the size of the water meter or the sewer customer classification.

#### (3) Required sewer extensions prior to connection.

Prior to the connection of any property to the City sewer system, the sewer system must be extended to the subject property's furthest property line by way of right-of-way or easement. The domestic sewer extensions are subject to the following:

- a) Using the sewer comprehensive plan and sound engineering judgment, the City Engineer shall determine the length and number of sewer main extensions for the particular property applying for connection.
- b) The sewer main must traverse along or through the subject property within a right-of-way or a recorded sewer easement to provide for future extension unless the City Engineer determines such an extension is not necessary because the subject property is the last property to be served or that an extension would serve no other property.
- c) The City Engineer may determine that a property be required to extend more than one sewer line along or through the subject property.
- a)d) If the property proposed for connection has a sewer main fronting the property and the sewer main extends to the furthest property line, and no other sewer main extensions are required either along another right-of-way frontage or through an easement, then the applicant may connect with a sewer service under the conditions of this title and under Public Works standards and specifications.

(4) All costs and expenses incidental to the installation and connection of the building drain shall be borne by the owner. The owner or applicant of the premises in question shall indemnify the ~~city~~City against any loss or damage that may directly or indirectly be occasioned by the installation of the building drain.

(5) A single sewer lateral shall be installed to serve each building lot. Multiple connections to a single sewer lateral shall not be allowed except at the discretion of the ~~director~~Director when all of the following conditions apply:

- (a) The capacity of the sewer lateral is sufficient for multiple connections. Any portion of a shared sewer lateral shall be a minimum of six inches in diameter.

(b) The topography of the site is such that damage is not caused to any of the interconnected customers should the sewer lateral become plugged.

(c) A joint maintenance agreement shall be signed by all property owners and recorded at the customer's expense.

(6) Old building sewers may be used in connection with new buildings only when they are found on examination by the ~~director~~Director at the owner's expense to be in good repair, to be suitable for this purpose, and to meet all requirements of this chapter. A change in use of a building may require the installation of oil/sewer separators, grit removal or other pretreatment or monitoring facilities prior to commencing a wastewater discharge, as specified in WCC 4.08.100.

(7) The ~~city~~City assumes no responsibility for the maintenance of any sewer lateral, side sewer, or any building sewer lines on private property or in easements or street rights-of-way.

(8) Sewer connection permits issued pursuant to subsection (2) of this section shall expire 18 months after the date issued. If a sewer connection is not completed prior to the expiration date of the permit, the fees paid on the permit will be refunded to the applicant. The applicant must then reapply to connect to sewer and pay the current sewer connection fees as of the date of reapplication.

(9) Any building or portion of a building with sewer piping located below the elevation of the next upstream manhole cover of the public sewer serving such drainage piping shall be protected with a check valve or backflow prevention device on the building drain or service lateral. The customer shall be responsible for the maintenance of this check valve. The ~~city~~City shall not be responsible for any backflow resulting from failure of this system.

(10) No person shall connect roof downspouts, foundation drains, areaway drains, irrigation, or other sources of surface runoff or groundwater to a side sewer or building drain, which in turn is connected directly or indirectly to a public sanitary sewer, or maintain such a connection. The property owner shall be required to disconnect the aforementioned connection by a method approved by the ~~director~~Director at the owner's expense. (Ord. 2020-13 § 3; Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 3; Ord. 2004-27 § 3)

(11) An alternative collection system grinder pump may be approved by the Public Works Director when a gravity system is unavailable or unfeasible at the time service is requested per the City's Pre-approved plans and policies. Approved grinder pumps, the force main line, and any side sewer line will be owned, serviced and maintained by the owner, the City of Wenatchee shall have no responsibility for such service and maintenance. Such service will only be considered for residential on a case by case basis. A sewer Connection Permit and a Grinder Pump Agreement will be required; the Grinder Pump Agreement will be recorded on the property title.

#### **4.08.035 Sewer service rates.**

(1) The sewer service rates shall be a monthly fixed amount for customers in the single-family residential classification.

(2) The sewer service rates for multifamily shall be billed a fixed monthly charge multiplied by the number of dwelling units.



(3) Commercial-industrial customers, excluding special permit dischargers, shall be billed a fixed monthly charge based on the customer classification plus a charge per 100 cubic feet of water use in excess of the first 1,000 cubic feet of water use in the billing period.

(4) The sewer service rates established for each customer classification shall be as follows, effective January 1, ~~2018~~2022:

Customer Classification	Residential Monthly Fixed Charge per Dwelling Unit	Commercial/Industrial Monthly Fixed Charge	Charge per 100 Cubic Feet Over 1,000 Cubic Feet
Single-Family Residential	<del>26.37</del> <u>\$ 33.29</u>	N/A	N/A
Multifamily Residential	<del>22.85</del> <u>\$ 28.84</u>	N/A	N/A
Commercial/Industrial-Domestic	N/A	<del>31.75</del> <u>\$ 40.09</u>	<del>2.99</del> <u>\$ 3.77</u>
Commercial/Industrial-Medium	N/A	<del>40.70</del> <u>\$ 51.38</u>	<del>3.90</del> <u>\$ 4.92</u>
Commercial/Industrial-High	N/A	<del>61.30</del> <u>\$ 77.39</u>	<del>5.97</del> <u>\$ 7.39</u>

The sewer service rates shall be increased by six percent on January 1, 2022, ~~by six percent on January 1, 2019, by six percent on January 1, 2020, by six percent on January 1, 2021, by six percent on January 1, 2022, by six percent on January 1, 2023, and by four and one half percent on January 1, 2024, and three percent on January 1, 2025. In addition to such other charges as may be approved by the city City council, commencing January 1, 2025, and on January 1st of each and each successive year thereafter, the sewer service rates addressed herein shall be automatically increased by three percent.~~

(5) Residential rates for qualifying senior citizens and disabled low-income customers may be discounted per WCC 9.02.010. (Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2010-39 § 1; Ord. 2007-02 § 4; Ord. 2003-23 § 1)

**4.08.036 Connection fees.**

(1) Property owners seeking to connect to any lateral or main of the ~~city~~City sewer system shall pay an inspection fee of \$100.00 per connection.

(2) Property owners connecting a sewer lateral or side sewer to a sewer main installed by the ~~city~~City of ~~Wenatchee~~Wenatchee from a developed lot using an on-site septic system or a previously undeveloped lot shall pay the local facilities charge of \$ ~~6,326.04~~ \$6,580.00 to pay their equitable share of the cost of local sewer facilities as enumerated in RCW 35.92.025. The local facilities charge shall not be applied to connections that have frontage fee agreements that have been adopted by ordinance prior to August 1, 2017, or are part of a local improvement

district or utility local improvement district. Residential customers that are on septic and wish to connect to the sewer system within two years of sewer becoming available will receive a discount on the local facilities charge of 30 percent. The discount does not apply to new development.

(3) Property owners connecting a sewer lateral or side sewer to a sewer main located on the west and north sides of Highway 2 and Highway 97A and Highway 285 shall pay the Sunnyslope local facilities charge of ~~\$3,925.44~~ \$ 4,083.00 to pay their equitable share of the cost of local sewer facilities as enumerated in RCW 35.92.025. Residential customers that are on septic and wish to connect to the sewer system within two years of sewer becoming available will receive a discount on the Sunnyslope local facilities charge of 30 percent. This does not apply to new development.

(4) On March 1, 2022~~January 1st of each year, three~~ connection fees will increase three percent. Then on January 1, 2023 percent annually on January 1<sup>st</sup> of each year, fees will increase three percent and each successive year thereafter. Fees will be rounded up to the nearest dollar.

#### **4.08.037 System investment fee.**

~~(1) Each new connection to the cityCity's sewer system shall pay to the cityCity a "system investment fee," as provided for by RCW. The system investment fee will represent a recovery by the cityCity of its net investment in the sewer utility to be used by the customer connecting to the sewer system. The system investment fee shall be a flat charge per dwelling unit for single-family residential. For multifamily, domestic, medium, and high-strength commercial and industrial customer classifications, the equivalent residential unit based on the water meter size serving these classifications shall be used to calculate the system investment fee as shown on the table in this section. Where a commercial or residential customer includes more than one activity, the system investment fee shall be based on that fee applicable to the activity with the highest wastewater strength classification. The system investment fee shall be payable when making application for connection to the cityCity's sewer system for residential or commercial establishment. The system investment fee for each customer classification is as follows:~~

(1) Each new connection to the City's sewer system shall pay to the City a "system investment fee," as provided for by RCW 35.92.025. The system investment fee will represent a recovery by the City of its net investment in the sewer utility to be used by the customer connecting to the sewer system. The system investment fee shall be a flat charge per dwelling unit for single-family residential.

On March 1, 2022 connection fees will increase three percent. Then on January 1, 2023 and each successive year thereafter. Fees will be rounded up to the nearest dollar.

For multifamily, the system investment fee will be calculated on the number of units using the current system investment fee rate for the first unit, then for all additional units the fee will be calculated at 50 percent of the system investment fees times the number of units.

Commercial businesses will be classified as low/domestic, medium, and high-strength commercial and industrial customer classifications. The equivalent residential unit will be based



on the water meter size serving these classifications shall be used to calculate the system investment fee as shown on the table in this section.

Where a commercial or residential customer includes more than one activity, the system investment fee shall be based on that fee applicable to the activity with the highest wastewater strength classification. The system investment fee shall be payable when making application for connection to the [cityCity](#)'s sewer system for residential or commercial establishment.

The system investment fee for each customer classification is as follows:

<b>Customer Classification</b>	<b>Charge for First Dwelling Unit or Equivalent Residential Unit</b>	<b>Charge for Additional Equivalent Residential Unit</b>
Single-family residential	<del>\$3,710</del> <a href="#">\$ 3,821</a>	N/A
Multifamily residential	\$3,831	\$ 1,910 x # of Units
Commercial/industrial (low/domestic)	<del>\$3,710</del> <a href="#">\$ 3,821</a>	\$ <del>2,782</del> <a href="#">2,949</a>
Commercial/industrial (medium)	<del>\$ 4,452</del> <a href="#">\$ 4,586</a>	\$ <del>3,339</del> <a href="#">3,439</a>
Commercial/industrial (high)	<del>\$5,342</del> <a href="#">\$ 5,502</a>	<del>\$4006.50</del> <a href="#">4,127</a>
<p>The determination of equivalent residential units for commercial/industrial customers shall be in accordance with the table below based on the water meter size serving the sewer customers. <u>Multi family is not calculated on meter ERUS, it is calculated on number of dwelling units.</u></p> <p><u>On March 1, 2022 connection fees will increase three percent. Then on January 1, 2023 and each successive year thereafter. Fees will be rounded up to the nearest dollar.</u></p> <p><del>Fees effective January 1, 2022. On January 1st of each year, connection fees will increase three percent and each successive year thereafter.</del> For the most current fees please contact the <a href="#">Public-WorksPublic Works</a> Department at (509) 888-3200.</p>		

<b>Water Meter Size</b>	<b>ERU</b>
<a href="#">3/ 4" or 5/8" x 1"</a>	1
1"	2.5
1-1/2"	5
2"	8
3"	16

<b>Water Meter Size</b>	<b>ERU</b>
4"	25
6"	50
8"	80

(2) A credit against the system investment fee shall be allowed in an amount equal to the amount of sewage disposal payments actually made or 36 monthly payments, whichever amount is less, at the time property is connected to the sewage disposal system for those properties previously charged the sanitary sewer service fee because the property was located within 200 feet of the sewage disposal system, even though the property was not connected to the system.

(3) If a sewer service remains disconnected resulting from disconnection of domestic water for four years or more, the property owner will be required to pay the sewer system investment fees at the time their water service is reconnected unless the property owner can provide proof that the applicable system investment fees were previously paid. If a change of use occurs on the property, including but not limited to a change in the classification from a lower classification to a higher classification as set forth in WCC 4.08.040, a change in the number of dwelling units, addition of a new water meter or an increase in the size of the existing water meter, the property owner shall be required to pay the difference in the sewer system investment fees. Sewer system investment fees shall not be refunded for decreases in meter size, removal of a water meter, a decrease in the number of dwelling units or decrease in sewer classification. (Ord. 2020-13 § 5; Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 6; Ord. 2003-23 § 3)

**4.08.038 Annual CPI adjustment.**

*Repealed by Ord. 2017-11.* (Ord. 2016-17 § 1; Ord. 2010-39 § 2; Ord. 2007-02 § 7; Ord. 2003-23 § 4)

**4.08.040 Customer classification.**

Each customer connected to the [cityCity](#)'s sewer system shall be classified based on the type of business or residential activity to be conducted or being conducted on the premises and/or the specific characteristics of the wastewater being discharged. Wastewater discharges shall be characterized by the strength of the wastewater based on BOD and suspended solids, the concentration of metals, and/or other organic chemicals that may affect the treatability of the discharge. These customer classifications shall include residential, commercial/industrial, and special permit dischargers as defined below. The ranges of BOD and suspended solids given for each classification are from the Washington State Department of Ecology Publication Number 98-37 entitled "Criteria for Sewage Works Design" and may not represent the actual strength discharged by a specific customer.

(1) Residential. Residential customers include single-family residential and multifamily residential which discharge to the sewer system wastewater of a domestic nature and with an average strength of less than 240 mg/l of BOD and 260 mg/l of suspended solids. The two classifications of residential are further defined as follows:

(a) Single-Family Residential. A single-family residential customer shall be deemed to mean a separate dwelling occupied by one family with a single connection to the [cityCity](#)'s sewer system. A single-family residence may be site-built or manufactured.

(b) Multifamily Residential. This classification shall include a residential building or buildings containing two or more dwelling units each with separate kitchen facilities, cottage housing and mobile or manufactured home parks connected to the [cityCity](#)'s sewer system by one or more connecting sewers.

(2) Commercial/Industrial. Commercial/industrial customer classifications are distinguished based on type of business and/or their wastewater characteristics. The three classifications include domestic, medium strength wastewater, and high-strength wastewater. The types of commercial, institutional, and industrial in each of the three categories, and the average strength of the wastewater based on these activities, is identified below:

(a) Commercial/Industrial – Low/ Domestic. Customers in this classification will typically have a wastewater strength that is primarily domestic in character and on an average basis does not exceed 240 mg/l of BOD and 260 mg/l of suspended solids. Commercial and industrial activities included in this classification are as follows:

- (i) Professional offices;
- (ii) Retail sales;
- (iii) Auto service and repair;
- (iv) Motels and hotels (rooms only).

(b) Commercial/Industrial – Medium. Customers in this classification will have an average wastewater strength that is greater than that of the commercial/industrial – domestic classification but on a daily average will not exceed 410 mg/l of BOD and 425 mg/l of suspended solids and will not exceed a five-day average of 240 mg/l of BOD and 260 mg/l of suspended solids. Commercial and industrial activities included in this classification are:

- (i) Grocery stores without food grinders;
- (ii) Hospitals and convalescent centers;
- (iii) Manufacturers;
- (iv) Food processors.

(c) Commercial/Industrial – High. Customers in this classification will have an average wastewater strength that is greater than that of the commercial/industrial – medium classification but on the average does not exceed a daily average of 1,150 mg/l of BOD and 1,200 of mg/l suspended solids and will not exceed a five-day average of 450 mg/l of BOD and 460 mg/l of suspended solids. The types of business included in this classification are restaurants, hotels with dining facilities, bakeries, auto steam cleaning, grocery stores with food grinders, mortuaries, commercial laundries and special industrial manufacturing or processing activities.

(3) Special Permit Dischargers. This classification of customer includes commercial or municipal operators who, through a separate license, permit, or contract, are authorized to discharge at a designated point in the [cityCity](#) POTW wastes collected from other sources such as wastewater from cleanup projects, or other hauled wastewater. The [cityCity](#) shall establish administratively the requirements for licensing each firm, person or municipality wishing to discharge waste to the [cityCity](#) POTW. See WCC 4.08.080, 4.08.100 and 4.08.110 for additional requirements.

(4) Dual Classification. Where a customer connected to or connecting to the [cityCity](#)'s sewer system includes activities and wastewater strengths falling in more than one of the classifications defined above, the customer shall be classified based on the highest strength of wastewater from the activities carried on in the premises. If the water service to each type of activity in the building can be separated and a separate meter installed to each activity, then each activity would be classified as a separate customer under the applicable classification.

(5) Home Occupation. Customers with approved home occupations shall be classified based on the highest strength of wastewater from the activities carried on in the premises. Customers whose home occupation meets the criteria of the commercial/industrial-domestic category shall be billed as a residential customer. All other customers operating home occupations shall be billed as a commercial/industrial customer under the appropriate commercial/industrial category. (Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 8; Ord. 2004-27 § 4)

#### **4.08.050 Billings.**

Billings and collections for sewage disposal service shall be prescribed in Chapter 9.02 WCC. (Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 9; Ord. 2004-27 § 5)

#### **4.08.060 Special provisions.**

(1) All sanitary sewage disposal service furnished to a customer outside the [cityCity](#) limits shall be charged at the rate of 150 percent of the schedule for rates and charges set forth in WCC 4.08.035 through 4.08.037; however, the [cityCity](#), with respect to commercial and industrial customers situated outside the [cityCity](#) limits, may enter into contracts for furnishing sanitary sewage disposal service on such terms as the [cityCity](#) may determine to be equitable in each instance. Such agreements shall be approved by the [cityCity](#) council.

(2) Where the use of water is such that a portion of all the water used does not flow into the [cityCity](#) sewer but is lost by evaporation, irrigation, sprinkling or any other cause, or is used in manufactured products such as ice, canned goods, beverages and the like, and the person in control provides proof of this fact to the [cityCity](#) of ~~Wenatchee~~Wenatchee, and installs a meter or other measuring device approved by the ~~director~~Director to measure the amount of water so used or lost, fees may be adjusted based on measured flow.

(3) In the event a developer is requested by the [cityCity](#) to install a sewer system and/or sewer lines larger than required for serving the development, the [cityCity](#) will pay the additional cost of the oversized system and/or lines.

(4) Special Agreement. The [cityCity](#) reserves the right to enter into special agreements or contracts with commercial/industrial customers or Chelan County for furnishing sanitary sewer disposal service on such terms as the [cityCity](#) may determine to be equitable in each instance, with the terms of such special agreements to govern in the event of conflict with this chapter;

provided, however, in no case will a special agreement waive compliance with a pretreatment standard or requirement. Such agreements shall be approved by the [cityCity](#) council.

(5) Credits for Commercial/Industrial Customers. When a customer classified as commercial/industrial under WCC 4.08.040(2) requests a sewer credit due to unintentional water usage, the customer must complete a credit request form and provide evidence to the [cityCity](#) finance department that there has been extraordinary unintentional water usage and that the problem has been remedied. Commercial/industrial customers requesting a credit due to a wastewater flow metering issue must also complete a credit request form and provide evidence of the problem and that the problem has been repaired. The ~~director~~[Director](#) will make a factual determination of the unintentional water usage or wastewater flow metering problem and its repair and make a recommendation to the finance department as to whether a credit shall be given. When a commercial/industrial customer demonstrates to the satisfaction of the ~~director~~[Director](#) that the unintentional water usage or wastewater flow metering problem occurred and was repaired within 30 days or in a reasonable timeline approved by the ~~director~~[Director](#), the [cityCity](#) may allow a sewer credit of up to one-half of the excess sewer consumption. If the customer can show that the unintentional water usage did not reach the sewer system or that the wastewater flow metering problem did not impact the sewer system, the [cityCity](#) may allow a sewer credit of up to 100 percent of the excess sewer consumption. For purposes of this section, excess sewer consumption is calculated as all consumption above the customer's average sewer consumption for the same period or the average of the customer's available history when less than 12 months of consumption history is available. Adjustments to a specific account at the request of the customer may not be made more than once in a two-year period unless approved by the ~~director~~[Director](#) and credits shall not be given for consumption that is less than 50 percent over the average consumption for the same period. (Ord. 2021-12 § 1; Ord. 2020-13 § 6; Ord. 2018-39 § 2; Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 10; Ord. 2004-27 § 6)

#### **4.08.070 Water/sewer utility fund.**

There is hereby created a special fund of the [cityCity](#) to be known as the "water/sewer utility fund." Any and all revenues received for the use of sewers as set forth herein for sewage disposal service from the sale of by-products from the wastewater treatment plant and/or from any other source of rental, use or services rendered by such utility shall be credited to and paid into such fund. All engineering expenses incurred by the engineering department in planning, designing, supervising and administering any work on the ~~Wenatchee~~[Wenatchee](#) municipal sewer system, and all expenses of maintenance and operation of the sewer system and wastewater treatment plant including but not limited to all improvements, additions, betterment, extensions, repairs, replacements and revenue bond debt service, shall be paid out of said fund. (Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 11; Ord. 2004-27 § 7)

#### **4.08.080 Prohibited discharges.**

(1) General Provisions. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions and the specific prohibitions in subsection (2) of this section apply to all users of the POTW and customers of the contributing jurisdictions whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.

(2) Specific Prohibitions. No user shall introduce or cause to be introduced into the POTW the following pollutants in any form (solid, liquid, or gaseous):

(a) Any pollutant which either alone or by interaction may create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR 261.21. At no time shall a wastestream cause two successive readings on a combustible gas meter to be more than five percent nor any single reading over 10 percent of the lower explosive limit (LEL) of the meter at any point in the collection system or treatment plant. Prohibited materials include, but are not limited to, gasoline, fuel oil, diesel, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, sulfides, and any other substances which are a fire hazard or hazard to the POTW;

(b) Any pollutant which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0 or more than 11.0;

(c) Any solid or viscous substances including fats, oils and greases in amounts which may cause obstruction of the flow in the POTW or interference;

(d) Any discharge of pollutants, including oxygen demanding pollutants (BOD, etc.), released at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, is sufficient to cause interference with the POTW;

(e) Any wastestream having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which would cause the temperature at the introduction into the treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius);

(f) Any wastewater having an animal/vegetable (polar) based floatable oil, fat waste, oil, or grease, or a mineral/petroleum (nonpolar) based oil or grease (whether or not emulsified), hexane or ether-soluble matter content in excess of 100 mg/l, or any petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;

(g) Any pollutants which singly or by interaction with other wastes result in the presence of noxious or malodorous gases or fumes in a quantity that may cause acute worker health and safety problems, or are capable of creating a public nuisance or are sufficient to prevent the entry into sewers for maintenance and repair;

(h) Any trucked or hauled wastes except at discharge points designated by the [cityCity](#) pursuant to WCC 4.08.060 or 4.08.090;

(i) Any inflow from sources which do not require treatment or would not be afforded a significant degree of treatment by the POTW including storm water and wastewaters affecting system hydraulic loading, unless specifically authorized by the ~~director~~[Director](#);

(j) Any cooling water or boiler water containing chemicals other than chlorine and/or sulfuric acid except as approved by the ~~director~~[Director](#);



(k) Any dangerous wastes or hazardous wastes as defined in Chapter 173-303 WAC, as amended, except as allowed in compliance with that regulation;

(l) Any water added for the purpose of diluting wastes which would otherwise exceed applicable pretreatment standards;

(m) Any sludges, screenings, or other residues from the pretreatment of industrial wastewater discharges;

(n) Any discharge which imparts color which cannot be removed by the POTW's treatment process including but not limited to dye wastes, vegetable tanning solutions, and pear float, which consequently imparts color to the treatment plant's effluent and interferes with the ultraviolet disinfection process;

(o) Any discharge containing radioactive wastes or isotopes except as specifically approved by the ~~director~~Director in compliance with the applicable state or federal regulations including WAC 246-221-190, "Disposal by Release into Sanitary Sewerage Systems"; and meeting the concentration limits of WAC 246-221-290, Appendix A, Table I, Column 2; and WAC 246-221-300, Appendix B;

(p) Any substances which may cause the POTW's effluent or treatment residues, sludges, or scums to be unsuitable for reclamation and reuse or would interfere with the reclamation process or cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed pursuant to the federal, state, or local statutes or regulations applicable to the sludge management method being used;

(q) Persistent pesticides and/or substances regulated by the Federal Insecticide Fungicide Rodenticide Act (FIFRA) except as approved by the ~~director~~Director;

(r) Any detergents, surface-active agents, or other substances in amounts which may cause excessive foaming in the POTW;

(s) Any substance, alone or in conjunction with other sources, which will cause the POTW to violate its NPDES permit.

(3) Local Limits. The following pollutant levels are established to protect against pass through and interference with the operation of the treatment plant. No person shall discharge wastewater containing in excess of the following instantaneous maximum allowable discharge limits:

Copper	0.68 parts per million (ppm)
Lead	0.5 ppm
Zinc	1.48 ppm
Total Phenols	0.10 ppm

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations of metallic substances are for "total" metals unless indicated otherwise. The department or the ~~city~~City may impose mass limitations in addition to, or in place of, the

concentration-based limitations above. The [cityCity](#) may also revise or modify the local limits as required, or if deemed necessary to avoid violations to the NPDES permit.

(4) Federal Categorical Pretreatment Standards. All users in the regulated industrial categories shall meet national categorical pretreatment standards as adopted and hereafter amended by the EPA pursuant to the Federal Water Pollution Control Act. These standards, found in 40 CFR Chapter 1, Subchapter N, Parts 405 – 471, are hereby incorporated by reference.

(5) State Requirements. State requirements and limitations on discharges to the POTW as incorporated into Washington State law by Chapter 90.48 RCW and implemented in Chapters 173-201A, 173-216 and 173-240 WAC shall be met by all users which are subject to such standards in any instance in which they are more stringent than federal requirements and limitations, or those in this or other applicable ordinances. This includes the requirement to meet AKART as defined herein whenever applicable and more stringent than local limits, and to comply with the requirements of WCC 4.08.100. (Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 12; Ord. 2004-27 § 8)

#### **4.08.090 Regulation of waste received from contributing jurisdictions.**

(1) If another municipality or sanitary district located outside the [cityCity](#) limits desires to contribute wastewater to the POTW, the ~~director~~[Director](#) may enter into a multi-jurisdictional agreement with the contributing jurisdiction.

(2) Prior to entering into an agreement provided by subsection (1) of this section, the contributing jurisdiction shall provide the following information to the [cityCity](#):

(a) A description of the quality and volume of wastewater discharged to the POTW by the contributing jurisdiction including analytical testing results which may include FOG, BOD, suspended solids, priority pollutants, metals and other analytes;

(b) A list of all customers discharging within the contributing jurisdiction;

(c) A legal description of the area to be served; and

(d) Such other information related to wastewater discharge as the ~~director~~[Director](#) may deem necessary.

(3) A multi-jurisdictional agreement, as allowed by subsection (1) of this section, shall contain the following conditions:

(a) A requirement for the contributing jurisdiction to adopt or adopt by reference a sewer use ordinance which is at least as stringent as the ordinance codified in this chapter and local limits which are at least as stringent as those adopted by the [cityCity](#)'s ordinance. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the [cityCity](#)'s ordinance or local limits;

(b) A requirement for the contributing jurisdiction to submit a revised user inventory on at least an annual basis;

(c) A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, and enforcement, will be



conducted by the contributing jurisdiction; which of those activities will be conducted by the ~~director~~Director; and which of these activities will be conducted jointly by the contributing jurisdiction and the ~~director~~Director;

(d) A requirement for the contributing jurisdiction to provide the ~~director~~Director with access to all information related to wastewater discharge that the contributing jurisdiction obtains as part of its pretreatment activities;

(e) Limits on the nature, quality and volume of the contributing jurisdiction's wastewater at the designated monitoring point before it discharges to the POTW;

(f) Requirements for monitoring the contributing jurisdiction's discharge including analytes and testing frequency;

(g) A provision ensuring ~~director~~Director access to the facilities of customers located within the contributing jurisdictional boundaries for the purpose of inspection, sampling and collection of any other information related to the wastewater discharge and duties deemed necessary by the ~~director~~Director; and

(h) A provision specifying remedies available for breach of the terms of the multi-jurisdictional agreement. (Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 13; Ord. 2004-27 § 9)

#### **4.08.100 Pretreatment.**

(1) Industrial User Surveys. The ~~director~~Director shall periodically notify new, existing, and potential users of the requirement to complete an industrial user survey form. Upon notification, users shall fully and accurately complete the survey form, and return the completed form to the ~~director~~Director within 30 days of receipt. Each user shall maintain a copy of the latest completed survey form at their place of business. Failure to fully or accurately complete a survey form or to maintain the latest survey form on the premises where a wastewater discharge is occurring shall be a violation of this chapter.

(2) Wastewater Discharge Permit. Any user meeting the definition of a significant industrial user shall file an application for a state waste discharge permit with the Department in accordance with the requirements of WAC 173-216-070. Proof of acceptance of the application and payment of permit fees shall be kept at the user's facilities, and produced upon request by the ~~director~~Director. Failure to submit the application or rejection of the application by the Department may be considered sufficient grounds to terminate or refuse to provide sewer service. Any violation of the terms and conditions of the wastewater discharge permit shall be deemed a violation of this chapter and subjects the user to the sanctions set out in this chapter. Obtaining authorization from the Department and the POTW does not relieve a user of its obligation to comply with all federal and state pretreatment standards or requirements or with any other requirements of federal, state and local law.

(3) Commercial/industrial customers shall properly install, operate, and maintain the wastewater facilities which, combined with appropriate practices, are necessary to achieve AKART as defined herein. Such pretreatment facilities shall be designed to achieve compliance with all applicable pretreatment standards and requirements within the time limitations specified by the EPA, state or the ~~city~~City, whichever is more stringent. Detailed plans showing the pretreatment

facilities and operating procedures shall be submitted to the Department for review and approval in accordance with the procedures of Chapter 173-240 WAC, and shall be disclosed to the [cityCity](#) before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying its facility as necessary to produce a discharge acceptable to the [cityCity](#) and/or the Department and meet discharge limitations under the provisions of this chapter. Such facilities shall be provided, operated, and maintained at the user's expense.

(4) Significant industrial users shall comply with approved engineering reports, plans and specifications, and operations and maintenance manuals, and shall modify such documents to reflect any proposed modifications of industrial wastewater (pretreatment) facilities. SIUs shall submit proposals to modify pretreatment facilities to the Department before implementation in accordance with Chapter 173-240 WAC. SIUs shall submit a copy of such revised plans and the Department's acceptance to the ~~director~~[Director](#) before implementing changes to approved pretreatment facilities. The ~~director~~[Director](#) may audit the compliance of any SIU, and require changes in operating procedures deemed necessary by the ~~director~~[Director](#) to ensure continued compliance with applicable pretreatment standards and requirements.

(5) If monitoring of a commercial/industrial customer indicates noncompliance with the requirements of this chapter, the customer will be required to take corrective measures at the customer's expense. Such measures may include: restricting a discharge during peak flow or low flow periods; designating that certain wastewater be discharged only into specific sewers; requiring relocation and/or consolidation of discharge points; installing a sampling site as specified by the [cityCity](#); and/or separating sewage or storm water wastestreams from industrial wastestreams.

(6) Commercial/industrial customers who operate restaurants, cafes, lunch counters, cafeterias, bars or clubs, or hotel, hospital, factory or school kitchens, butcher shops, grocery stores or any other establishment where grease may be introduced into the sewer system shall have a gravity grease interceptor to prevent the discharge of fat, oil, and grease waste. Such pretreatment facilities shall be located outside the building and installed in the wastewater line leading from the sinks, drains or other fixtures where grease may be discharged. New grease interceptors shall be in accordance with the most recent edition of the Uniform Plumbing Code and any other requirements by the [cityCity](#) as set forth in this chapter. Grease interceptors that include dishwasher effluent shall be sized to allow sufficient detention time to allow for cooling of the effluent. Sanitary facilities will not be allowed to connect upstream of any grease interceptor. Hydromechanical grease interceptors inside the building shall only be allowed upon written approval by the ~~director~~[Director](#) under special circumstances which may include but are not limited to insufficient space to install an outside interceptor, cost of retrofitting existing facilities, and single service businesses with limited menus.

(7) Commercial/industrial customers who operate automobile and truck repair facilities, car washes, steam cleaning or pressure washing facilities, or any other establishment where grit, sand, and petroleum-based grease and oil may be introduced into the sewer system shall have an oil/water separator, settling tanks or grit trap. These oil/water separators, settling tanks and grit traps must be in accordance with the [cityCity](#) and Department of Ecology standards.

(8) All grease interceptors, oil/water separators, settling tanks, and grit traps shall be properly installed, maintained and operated by the user at the user's expense. The pretreatment facilities shall be kept in continuous operation at all times, and shall be maintained to provide efficient operation. Cleaning must be performed by a service contractor qualified to perform such cleaning, or in a manner approved by the ~~director~~Director. All material removed shall be disposed of in accordance with all state and federal regulations. Oil and grease waste and grit removed from such facilities shall not be disposed of in the sanitary or storm sewer. Furthermore, the use of hot water, enzymes, bacteria, chemicals or other agents or devices that cause the contents of a pretreatment device to be discharged into the sanitary sewer system is prohibited. Records of maintenance shall be made readily available on site to the ~~director~~Director for review and inspection, and must be maintained for a minimum of five years. The ~~director~~Director will require that all maintenance records be submitted on a routine basis for businesses whose operations are known to generate high levels of oil and grease or who have failed in the past to properly maintain their pretreatment facilities and fail to produce a discharge quality in compliance with the parameters set forth in this chapter.

(9) Commercial/industrial customers with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

(10) Report of Changed Conditions. Each commercial/industrial customer must notify the ~~city~~City of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least 30 days before the change. These significant changes include, but are not limited to, flow changes of 20 percent or greater, changes in the strength of wastewater being discharged, and the discharge of previously unreported pollutants. The ~~director~~Director may require the user to submit information as may be deemed necessary to evaluate the changed condition. No user shall implement the planned changed condition(s) until and unless the ~~director~~Director has responded to the user's notice.

(11) Slug Discharge Control Plans. If it is determined that the commercial/industrial customer's discharge is occurring in slugloads, the user may be required to install, properly operate, and maintain, at the user's expense, facilities to prevent slugloads or accidental discharges of pollutants to the POTW. Such users will be required to implement spill plans developed in compliance with applicable OSHA, health, fire, and Department regulations applicable to discharges to POTWs. When such plans are required, they shall contain at least the following elements:

- (a) Description of wastewater discharge practices;
- (b) Description of any and all stored chemicals including material safety data sheets;
- (c) Procedures for immediately notifying the POTW of any accidental or slug discharges, with procedures for follow-up written notification within five days; and
- (d) Procedures to prevent any accidental slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building or containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

(12) Accidental Spill Notification. Users shall verbally notify the POTW immediately upon the occurrence of a slugload or accidental discharge of substances regulated by this chapter or discharge permit and take immediate actions to correct the situation. Such notification shall include the following information: (a) the location of the discharge, (b) the date and time thereof, (c) the type of waste, (d) the waste concentration and volume, and (e) the corrective actions taken and planned. The user shall follow up with a written notification to the ~~director~~Director containing the same. Any user who discharges an accidental discharge or slugload shall be liable for: (a) recovery of any resultant expenses, losses, and damages to the POTW; (b) recovery of any fines or settlements levied upon the ~~city~~City by any government agency or court of competent jurisdiction attributable to the discharge; and (c) applicable fines and penalties assessed upon the user by the ~~city~~City for noncompliance with this chapter.

(13) Commercial/industrial customers may be required to retrofit facilities which were constructed prior to the adoption of this chapter. The requirement to retrofit shall be on a case-by-case basis as determined by the ~~director~~Director for compliance with ~~city~~City, state and federal regulations. The ~~director~~Director may require installation of grease interceptors, grease traps or other pretreatment facilities for those facilities that violate discharge prohibitions. In deciding whether to require a user to retrofit their facilities, the ~~director~~Director shall take into account all relevant circumstances including but not limited to the extent of potential harm caused by the discharge, the magnitude and duration of the discharge, economic detriment to the user, corrective actions by the user, and the compliance history of the user. All costs incurred in retrofitting a user's facility shall be the sole responsibility of the user.

(14) Commercial/industrial customers installing and maintaining pretreatment facilities in accordance with this chapter may qualify for incentives. Incentive programs must be approved by ~~city~~City council and will be awarded according to the criteria set forth in the program. Incentive programs may be discontinued without prior notice. (Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 14; Ord. 2004-27 § 10)

#### **4.08.110 Inspections, monitoring and record keeping.**

(1) Inspection and Sampling. The ~~director~~Director shall have the right to enter the facilities of any user to ascertain compliance with this chapter and any wastewater discharge permit. Persons or occupants of premises where wastewater is created or discharged shall allow the ~~director~~Director ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination or in the performance of any of their duties. The ~~director~~Director and/or Department shall have the right to set up on the user's property such devices as are necessary to conduct sampling inspections, compliance monitoring and/or metering operations. Where a user has security measures in place which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that, upon presentation of suitable identification, personnel from the POTW or Department will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

(2) Search Warrants. If the ~~director~~Director has been refused access to a building, structure or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this chapter, or that there is a need to inspect as part of a routine inspection program of the POTW designed to verify compliance with this chapter or any wastewater discharge permit, or to protect the overall public health, safety and welfare of the community,

then the ~~director~~Director shall seek issuance of a search and/or seizure warrant from the superior court of Chelan County.

(3) Wastewater Monitoring. Any user subject to sampling requirements shall collect, analyze samples and report results as specified in the user's wastewater discharge permit or contract. The ~~director~~Director may require sampling, analysis and reporting of results by users who are not required to have a wastewater discharge permit if information or data are needed to establish a sewer charge, determine the treatability of the effluent, determine compliance with this chapter or determine any other factor which is related to the operation and maintenance of the sewer system.

(4) Analyses. All wastewater analyses shall be performed either by a state certified laboratory, by a laboratory of a commercial/industrial customer approved by the ~~director~~Director or, at the discretion of the ~~director~~Director, by personnel of the POTW. If performed by POTW personnel, the user requesting the analyses shall pay an appropriate charge. Data developed in the laboratory of a user shall be verified by a responsible administrative official of the industrial discharger under penalty of perjury and certify to its being accurate and correct. All wastewater analyses shall be conducted in accordance with U.S. Environmental Protection Agency approved analytical methods (40 CFR Part 136). If no appropriate procedure is contained therein, the standard procedure of the industry or a procedure judged satisfactory by the ~~director~~Director shall be used to measure wastewater constituents. Any independent laboratory or discharger performing tests shall furnish any required test data or information on the test methods or equipment used, if requested to do so by the ~~director~~Director.

(5) Monitoring Facilities. All wastewater dischargers required by the ~~director~~Director or discharge permit by the Department of Ecology to make continuous or periodic measurements shall furnish, install and maintain a monitoring facility or station of a design or configuration approved by the ~~director~~Director. The monitoring facility shall be located in an accessible location approved by the ~~director~~Director and shall be provided in accordance with the ~~city~~City's requirements and all applicable local construction requirements. Plans for all monitoring facilities, including flow measurement and sampling systems, judged by the ~~director~~Director to require engineering design, shall be prepared and signed by an engineer of suitable discipline licensed by the state of Washington.

(6) Record Keeping. Users shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this chapter and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall include the date, exact place, method, and time of sampling and the name of the person(s) taking the samples; the date analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least five years.

(7) Confidential Information. Records kept by the ~~director~~Director with respect to the nature and frequency of discharges from any user shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the ~~director~~Director, that the release of such information would divulge information, processes or methods of production entitled to confidentiality under the law. Users shall clearly mark



“confidential” on all areas of correspondence they wish to be held confidential from the public, and feel is afforded such protection. The ~~director~~Director shall determine if such information is legally afforded this protection under the law upon receipt of a request for such information. Only information marked “confidential” and determined by the ~~director~~Director to legally qualify as such shall be withheld from the public. The ~~city~~City can provide no assurance that such information will not ultimately be determined to be a public record subject to release if ordered by the court, and the ~~city~~City undertakes no obligation to defend the nondisclosure of such information in court. No correspondence claimed as “confidential” shall be withheld from any state or federal agency responsible for oversight of the POTW’s NPDES permit or authority to implement the NPDES, or state or federal pretreatment programs. Wastewater constituents and characteristics, and other “effluent data” as defined in 40 CFR 2.302, will not be recognized as confidential information and will be made available to the public without restriction. (Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 15; Ord. 2004-27 § 11)

#### **4.08.120 Administrative enforcement remedies.**

(1) State Responsibility. The Department is charged with permitting and regulating commercial/industrial customers discharging to the POTW. Except for emergency actions, it shall be the policy of the ~~director~~Director to coordinate actions in regard to control of such users with the Department until such time as a local pretreatment program for the ~~city~~City may be authorized by the state. Failure to conduct such coordination, however, shall not invalidate any action of the ~~city~~City authorized by this chapter.

(2) Notice of Violation. Whenever the ~~director~~Director finds that any user has violated or is continuing to violate a contract, any provision of this chapter, or an order issued hereunder, the ~~director~~Director may serve upon such user written notice of the violation. Within 10 days of receipt of such notice of violation, the user shall submit to the ~~director~~Director an explanation of the violation and a plan to satisfactorily correct and prevent the reoccurrence of such violation(s). The plan shall include specific actions the user will take, and the completion dates of each. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the ~~city~~City to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

(3) Compliance Orders. Whenever the ~~director~~Director finds that a user has violated, or continues to violate, any provision of this chapter, or order issued hereunder, the ~~director~~Director may issue a compliance order to the user responsible for the violation. This order shall direct that adequate pretreatment facilities, devices, or other related appurtenances be installed and properly operated and maintained. The order shall specify that wastewater services, including collection and treatment, shall be discontinued and/or applicable penalties imposed unless, following a specified time period, the directed actions are taken. Compliance orders may also contain such other requirements as might be reasonably necessary and appropriate to address the violation or noncompliance, including, but not limited to, the installation of pretreatment technology, additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the POTW. A compliance order may not extend the deadline for compliance beyond any applicable state or federal deadlines, nor does a compliance order release the user from liability from any past, present, or continuing violation(s). Issuance of a compliance order shall not be a prerequisite to taking any other action against the user. Failure to

comply with any terms or requirements of a compliance order by a user shall be an additional and independent basis for termination of water and wastewater services, including collection and treatment, or any other enforcement action authorized under this chapter and deemed appropriate by the ~~director~~Director.

(4) Cease and Desist Orders. The ~~director~~Director may issue a cease and desist order upon finding a user has or is violating either: this chapter, a wastewater discharge permit or order issued by the Department, or any other pretreatment standard or requirement. The decision to issue a cease and desist order shall consider the likelihood that a user's violations in conjunction with other discharges could cause a threat to the POTW, POTW workers, or the public, or cause pass through, interference, or a violation of the POTW's NPDES permit. The order issued by the ~~director~~Director will direct the user to cease and desist all such violations and to: (a) immediately cease such actions or discharges described; (b) comply with all applicable pretreatment standards and requirements; (c) take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or prerequisite for, taking any other action against the user.

(5) Recovery of Costs Incurred by the ~~City~~City. Any discharger violating any of the provisions of this chapter who discharges or causes a discharge producing a deposit or obstruction or causes damage to or impairs the ~~city~~City's POTW shall be liable to the ~~city~~City for any expense, loss, fines, or damage caused by such violation or discharge. The ~~city~~City will bill the discharger for the cost incurred by the ~~city~~City for any cleaning, repair, replacement work, or other damages caused by the violation or discharge. Refusal to pay the assessed costs shall constitute a violation of this chapter enforceable under the provisions of this section and WCC 4.08.130.

(6) Noncompliance Fines. Notwithstanding any other section of this chapter, any user who is found by the ~~director~~Director to have violated any provision of this chapter, or orders issued hereunder, shall be fined in the amount not to exceed \$1,000 per violation. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Such assessments may be added to the user's next scheduled sewer service charge or billed separately. Unpaid charges, fines, and penalties shall constitute a lien against the individual user's property. Issuance of an administrative fine shall not be a prerequisite for taking any other action against the user.

(7) Termination of Treatment Services. The ~~director~~Director shall have authority to terminate water and wastewater services, including collection and treatment, through the issuance of a termination order to any user upon determining that such user has: (a) refused access allowed by this chapter thereby preventing the implementation of any purpose of this chapter; (b) violated any provision of this chapter including the discharge prohibitions and standards of WCC 4.08.080; or (c) violated any lawful order of the ~~city~~City issued with respect to this chapter. For users holding permits to discharge to the POTW, violation of the following conditions is also grounds for terminating discharge services: (a) failure to accurately report wastewater constituents or characteristics; (b) failure to report significant changes in operations or wastewater constituents or characteristics; or (c) violation of any term or condition of the user's waste discharge permit. Tenants and property owners shall be notified at least 10 days prior to services being terminated. Service will be restored after the customer has made arrangements to come into compliance and paid or made payment arrangements acceptable to the finance

department for the water disconnect/connect charge under WCC 1.99.060 or for sewer disconnect/connect all costs associated with the installation of a shut-off valve including permits, labor, equipment and materials. If a customer makes arrangements for compliance and payment after 4:30 p.m., the services will not be reconnected until the next business day. If a customer wishes to have their services reconnected after 4:30 p.m., they will be charged after hours rates per WCC 1.99.060.

(8) Administrative Hearing. A user shall be afforded the opportunity to an administrative hearing to contest the ~~director~~Director's determination to suspend services, terminate wastewater services, impose penalties, recover costs, or establish compliance schedules. Any hearing pursuant to this section must be requested by the user in writing within 10 days after the user receives notice of the ~~city~~City's determination. The user's written request for hearing shall be filed with the ~~director~~Director. Failure to submit a timely notice shall be deemed to be a failure to exhaust administrative remedies and shall preclude any further review. The ~~city~~City will conduct the hearing within 20 days of the receipt of the request (or within five days if the user is contesting suspension or termination of wastewater services). The administrative hearing will be held before the ~~director~~Director. Formal rules of evidence will not apply; provided, however, that the ~~director~~Director will review the existing record, and only the user and the ~~city~~City will be allowed to present oral testimony and documentary evidence to the ~~director~~Director. The ~~director~~Director will issue a written decision within 10 days of the conclusion of the hearing. Except as otherwise provided, all decisions by the ~~director~~Director shall be final and conclusive on all parties unless appealed to the hearing examiner under subsection (9) of this section. The ~~director~~Director's decision, action, or determination shall remain in effect during such period of appeal.

(9) Appeal to the Hearing Examiner. Any decision of the ~~director~~Director rendered pursuant to subsection (8) of this section may be reviewed by open record appeal to the hearing examiner. The user must file written notice of appeal with the ~~city~~City clerk within 10 days following notification of such decision or action. Such notice of appeal shall set forth in reasonable detail the action or decision appealed and the user's grounds for reversal or modification thereof. Failure to submit a timely notice shall be deemed to be a failure to exhaust administrative remedies and shall preclude any further review. Following receipt of such notice, the ~~city~~City clerk will schedule a date for a public hearing with the hearing examiner at which time the hearing examiner shall consider the appeal. The date of the public hearing should be no later than 20 days following the date the clerk received notice of the appeal. The clerk will mail written notice to all parties of record to apprise them of the hearing date. The hearing shall be an open record hearing at which the user and the ~~city~~City may present witness testimony and documentary evidence. At the conclusion of the public hearing the hearing examiner may adopt, amend and adopt, reverse, amend and reverse the findings, conclusions, and decision of the ~~director~~Director.

(10) Judicial Review. The decision of the hearing examiner on appeal of the decision of the ~~director~~Director shall be final and conclusive unless, within 20 days from the date of final action, the user files a petition for review with the superior court of Chelan County in the manner prescribed by law. Judicial review shall be a closed record appeal based upon the record created before the hearing examiner. (Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 16; Ord. 2004-27 § 12)



#### **4.08.130 Judicial enforcement remedies.**

(1) Injunctive Relief. When the ~~director~~Director finds that a user has violated (or continues to violate) any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, he/she may petition the superior court of Chelan County through the ~~city~~City attorney for the issuance of a temporary or permanent injunction, as appropriate. Such injunction shall restrain or compel specific compliance with an applicable wastewater discharge permit, order, or other requirement imposed by this chapter on activities of the user. The ~~city~~City may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

(2) Civil Penalties. A user who has violated or continues to violate any provision of this chapter, an order issued hereunder, a wastewater discharge permit, or any other pretreatment standard or requirement not reserved by a permit by the Department shall be liable to the ~~city~~City for a civil penalty of at least \$1,000 per violation but not more than \$10,000 per violation. Each day upon which a violation occurs or continues shall constitute a separate violation. In the case of noncompliance with a monthly or other long-term average discharge limits, penalties shall accrue for each day during the period of such noncompliance. In addition to the penalty amounts assessable above, the ~~director~~Director may recover reasonable attorneys' fees, court costs, and other expenses associated with compliance and enforcement activities authorized under this chapter. This shall include recovery of costs for sampling and monitoring, and the cost of any actual damages incurred by the ~~city~~City including penalties for noncompliance with the ~~city~~City NPDES permit to the extent attributable to the user. The ~~city~~City shall petition the superior court of Chelan County to impose, assess, and recover such sums. In recommending the amount of civil liability, the ~~director~~Director shall consider all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires, and shall present this analysis as evidence in support of the recommended penalty. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

(3) Criminal Prosecution. A user who willfully violates any provision of this chapter, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 per violation or imprisonment in the county jail not to exceed 90 days, or by both fine and imprisonment, at the discretion of the district court of Chelan County. The above provision applies to any user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this chapter, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this chapter. Where willful or negligent introduction of a substance into the POTW causes personal injury or property damage, this action shall be in addition to any other civil or criminal action for personal injury or property damage available under the law.

(4) Remedies Nonexclusive. The provisions in WCC 4.08.120 and this section are not exclusive remedies. The ~~city~~City reserves the right to take any, all, or any combination of these actions

concurrently or sequentially against a noncompliant user or to take other actions as warranted by the circumstances. (Ord. 2017-11 § 1; Ord. 2016-17 § 1; Ord. 2007-02 § 17; Ord. 2004-27 § 13)

**4.08.140 Loan program for sewer connection fees.**

(1) Residential property owners who meet the requirements of this section may qualify for an installment loan to pay sewer connection and system investment fees established under WCC 4.08.036 and 4.08.037. The principal amount of the loan authorized by this section shall not exceed the amount of the facilities charges and investment fees established under WCC 4.08.036 and 4.08.037, plus lien recording fees.

(2) In order for a property owner to qualify for a loan under this section, the property to which the connection is to be made must be within the boundaries of the [cityCity](#)'s sewer service, developed with an existing single-family home served by an existing septic system. Vacant property, property used for multifamily dwelling units, property served by existing sewers, and nonresidential property shall not qualify for the loan program established by this section.

(3) In order to qualify for a loan under this section, the property owner must submit an application, conform to the guidelines of the loan program policies developed under subsection (8) of this section, be the vested owner, and have maintained a good [cityCity](#) utility payment history, if applicable. The [cityCity](#) reserves the right to exercise reasonable business judgment and to decline any loan application based upon a title search or utility payment history. The application must be accompanied by a nonrefundable application fee in an amount equal to \$25.00, plus the cost incurred by the [cityCity](#) to verify vested ownership.

(4) The terms of the loan shall be as follows:

(a) The loan shall be documented in the form of a promissory note acceptable to the [cityCity](#).

(b) The term of the note shall not exceed 10 years, commencing at the time the property is connected to the sewer.

(c) The note shall bear interest at the rate equal to the prime interest rate published in the Wall Street Journal, plus an adequate margin to cover administrative costs and interest rate fluctuations over the loan period, not to be lower than four percent over the term of the loan.

(d) The note shall be secured by an interest in the property. The property interest may take the form of a lien, a deed of trust, mortgage or such other instrument as may be acceptable to the [cityCity](#) finance ~~director~~ [Director](#) and [cityCity](#) attorney.

(e) The note shall provide for acceleration of the principal upon default in any payment. In the event of default, the [cityCity](#) shall have all available remedies, including, but not limited to, foreclosure of its interest in the property, notification of credit bureaus, use of collection agencies, and terminating service.

(f) Loan principal and interest charges shall be amortized over the term of the loan and paid in equal monthly installments. A late charge of 10 percent shall be imposed by the [cityCity](#) for each delinquent payment.

(g) There shall be no penalty for prepayment.

(h) The security instrument shall contain a due on transfer clause which provides for payment in full of all outstanding principal and interest upon sale or transfer of the property.

(i) The note shall provide for the recovery of costs, including reasonable attorney fees, in the event of default.

(5) No loan shall be made unless the property owner connects the property to the system and is current on all other ~~city~~City charges at the time the property is connected. In no event may the loan be used to cover any other charge not included in WCC 4.08.036 and 4.08.037.

(6) Nothing in this section requires any person to finance any portion of the sewer connection fees through the ~~city~~City. Property owners may pay any or all of the sewer connection and system investment fees at the time of connection and may privately finance any or all of the sewer connection and system investment fees.

(7) Loan availability is not guaranteed and shall be limited by available funds. The amount of available funds shall be at the discretion of the finance committee or ~~city~~City council. All funds used for loan purposes shall be derived from operating revenues from the sale of sewer services.

(8) The ~~city~~City ~~public works~~Public Works ~~director~~Director and finance ~~director~~Director shall create policies and guidelines for the loan program described in this section. (Ord. 2018-21 § 1)

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<sup>1</sup> Cross-reference: For provisions regarding late charges for delinquent accounts, see Ch. 9.02.

## SECTION II

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

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

## SECTION III

A summary of this Ordinance will be published in the official newspaper of the City of Wenatchee and shall be in full force and effect thirty (30) days after passage and publication as provided by law.

**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 STANGER, City Clerk

APPROVED:

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

## ORDINANCE NO. 2021-35

AN ORDINANCE, amending Chapter 9.12 WCC relating to water – rules and regulations.

### THE CITY COUNCIL OF THE CITY OF WENATCHEE DO

ORDAIN as follows:

#### SECTION I

Chapter 9.12 “Water – Rules and Regulations” of the Wenatchee City

Code shall be and hereby is amended to read in its entirety as follows:

#### Chapter 9.12

#### WATER – RULES AND REGULATIONS

Sections:

- 9.12.010 Definitions.
- 9.12.020 *Repealed.*
- 9.12.030 Application – Water service.
- 9.12.040 Application – Utility billing account.
- 9.12.050 Contract – Effective date.
- 9.12.060 *Repealed.*
- 9.12.070 Service, connection charges.
- 9.12.080 *Repealed.*
- 9.12.090 Service – Maintenance, repair.
- 9.12.100 Service – Connection specifications.
- 9.12.110 Unauthorized parties turning on water.
- 9.12.120 Unlawful to supply other premises – Exception.
- 9.12.130 *Repealed.*
- 9.12.140 Changed, abandoned service connections – Procedure.
- 9.12.150 Discontinuing service – Application required.
- 9.12.160 Reconnecting – Procedure – Fee.
- 9.12.170 Water to be metered – Exceptions.
- 9.12.180 *Repealed.*
- 9.12.190 Irrigating, sprinkling during fire – Prohibited.
- 9.12.200 [CityCity](#)'s right to shut off – Nonliability.
- 9.12.210 Owner's responsibility for maintenance.
- 9.12.220 Wasting water – Unlawful.
- 9.12.230 Water officials – Right of access.

- 9.12.240 *Repealed.*
- 9.12.250 *Repealed.*
- 9.12.260 Testing meters – How, when.
- 9.12.270 ~~City~~City officers – Duty to aid in enforcement of chapter.
- 9.12.280 ~~City~~City to supply copies of chapter.
- 9.12.290 Fire hydrants.
- 9.12.300 Tampering, damaging system – Unlawful.
- 9.12.310 Reservoirs – Bathing, depositing items in – Unlawful.
- 9.12.320 *Repealed.*
- 9.12.330 Connecting without permission – Unlawful.
- 9.12.340 ~~Director~~Director – Questions not covered – Right to decide.
- 9.12.350 Users outside ~~city~~City – Contract – ~~City~~City’s right to discontinue.
- 9.12.360 *Repealed.*
- 9.12.370 Water used by ~~city~~City – How paid.
- 9.12.380 *Repealed.*
- 9.12.390 Change in use of water – New application required.
- 9.12.400 Temporary discontinuance – Procedure – Fee.
- 9.12.410 Private fire protection services.
- 9.12.420 *Repealed.*
- 9.12.430 ~~Director~~Director may impose limitations – Notice of to be published.
- 9.12.440 *Repealed.*
- 9.12.450 Damaged meters – Liability for.
- 9.12.460 Tampering with meter prohibited.
- 9.12.470 Offenses against system – Enumerated.
- 9.12.480 Indigent persons – Waiver of charges – How.
- 9.12.490 Violations, enforcement, and penalties.
- 9.12.500 Service charges.
- 9.12.510 Reimbursement for ~~city~~City-funded water main extensions.
- 9.12.511 Required water extensions prior to connection.
- 9.12.520 *Repealed.*
- 9.12.530 Private fire lines – Standby charges.
- 9.12.540 Meter rates – Exceptions.
- 9.12.541 *Repealed.*
- 9.12.545 *Repealed.*
- 9.12.550 *Repealed.*
- 9.12.560 *Repealed.*
- 9.12.570 System investment fee.
- 9.12.571 System investment fee waiver.
- 9.12.580 Oversizing.

## **9.12.010 Definitions.**

### **Definitions.**

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated:

- (1) “Customer” shall mean the person in whose name service is rendered as evidenced by the person’s signature on the application or contract for that service, or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in the person’s name regardless of the identity of the actual user of the service.
- (2) “Director” wherever used in this chapter shall be held and construed to mean the Director of Public Works of the City of Wenatchee or his duly appointed and designated representative, and any act in this chapter required or authorized to be done by the Director may be done on behalf of the Director by said representative or an authorized officer or employee. of the Water Division.
- (3) “Domestic use” is defined as single-family or duplex residential units. All other metered uses are defined as commercial uses.
- (4) “Person” wherever used in this chapter shall be held to mean and include natural persons of either sex, associations, partnerships and corporations, whether acting by themselves or by a servant, agent or employee; the singular number shall be held and construed to include the plural and the masculine pronoun to include the feminine.
- (5) “Shall” defines a mandatory requirement.

~~The word “director~~Director” wherever used in this chapter shall be held and construed to mean ~~the director~~Director of ~~public works~~Public Works of the ~~city~~City of Wenatchee or his duly appointed and designated representative, and any act in this chapter required or authorized to be done by the ~~director~~Director may be done on behalf of the ~~director~~Director by said representative or an authorized officer or employee of the ~~water division~~Water Division. The word “person” wherever used in this chapter shall be held to mean and include natural persons of either sex, associations, partnerships and corporations, whether acting by themselves or by a servant, agent or employee; the singular number shall be held and construed to include the plural and the masculine pronoun to include the feminine. For the purpose of this chapter “domestic use” is defined as single family or duplex residential units. All other metered uses are defined as ~~commercial uses~~. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2399 § 1, 1980; Ord. 2227 § 1, 1976)

#### **9.12.020 Commissioner of finance – Duties.**

*Repealed by Ord. 2016-18. (Ord. 2227 § 2, 1976)*

#### **9.12.030 Application – Water service.**

All applications for the use of water must be made on forms available at the department of ~~public works~~Public Works and submitted by the property owner. Each applicant must state fully and truly all of the purposes for which the water may be required, including whether water service will be used by a tenant, and must agree to conform with the rules and regulations established from time to time; must give the location of the property, lot, block, and plat on which said water is to be used, all of which shall be embodied in writing in the application as a condition for the use of water. Property owners must apply in writing at the department of ~~public works~~Public Works for new services and when a change of use occurs on the property including but not

limited to changes in the number of dwelling units, the number of water meters, or the size of the water meter. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2672 § 1, 1986; Ord. 2227 § 3, 1976)

**9.12.040 Application – Utility billing account.**

The application provided for in WCC 9.12.030 shall contain a contract on the part of the person making the same, to pay for the water applied for at the rate and in the manner specified in such contract, and shall reserve to the [cityCity](#) of Wenatchee the right to charge and collect the rates and enforce the penalties provided for in this chapter and in Chapter 9.02 WCC, in the manner herein provided, to change the rates at any time by ordinance, to temporarily disconnect the service at any time after notice to the consumer, or without notice to the consumer in emergencies, and shall specify that said contract is subject to all the provisions of this chapter and of any ordinance of the [cityCity](#) of Wenatchee relating to the subject thereafter passed; it shall provide that the [cityCity](#) of Wenatchee shall not be held responsible for any damage by water or other cause resulting from defective plumbing or appliance on the premises supplied with water, installed by the owner or occupant of such premises, and shall provide that, in case the supply of water shall be interrupted or fail by reason of accident or any other cause whatsoever, the [cityCity](#) shall not be responsible for damage for such interruption or failure, nor shall such failure or interruptions for any reasonable period of time in any way relieve the consumer from performing the obligations of his contract. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2672 § 2, 1986; Ord. 2227 § 4, 1976)

**9.12.050 Contract – Effective date.**

All contracts shall take effect from the day they are signed, and rates shall be charged from the day the premises are connected with the [cityCity](#)'s water supply. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 5, 1976)

**9.12.060 Connection where property abuts on main.**

*Repealed by Ord. 2016-18. (Ord. 2227 § 6, 1976)*

**9.12.070 Service, connection charges.**

(1) All services shall be installed by the ~~cityCity water division~~ [Water Division](#) at an expense to the property owner as set forth in WCC 9.12.290, 9.12.410, 9.12.500, 9.12.540 and 9.12.570, fixing, regulating and controlling the use and price of water. Said service connection charge shall include payment for the following service materials: pipe and fittings, valves, valve box, meter, meter box, and all the other infrastructure used in making connections of any size between the water main and the property served as determined by the ~~director~~ [Director](#).

(2) All such materials from the main to the meter box are and shall remain the property of the [cityCity](#) of Wenatchee. All meters which are used for the measurement of water consumption on which rates are based are and shall be the property of the [cityCity](#) of Wenatchee.

(3) No other pipe or fittings shall be permitted in any water box or chamber except as directed or permitted by the ~~director~~ [Director](#). (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 7, 1976)

**9.12.080 Stop, waste cock – Installation.**

*Repealed by Ord. 2016-18. (Ord. 2227 § 8, 1976)*



**9.12.090 Service – Maintenance, repair.**

The service pipes, connections and other apparatus within the premises must be kept in good repair and protected from freezing at the expense of the owner or lessee, who will be responsible for all damages resulting from breaks or leaks, but no person, except under the direction of the ~~director~~Director, shall be allowed to dig into any street or sidewalk for the purpose of laying, moving or repairing any service. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 9, 1976)

**9.12.100 Service – Connection specifications.**

The ~~director~~Director shall specify how connection shall be made with the water system, but shall not allow any connections to be made until all rules contained in this chapter for the same have been complied with. All regulations contained in the adopted edition of the Uniform Plumbing Code shall also apply. All service connections must be metered. The water service connection to a building is with one meter per building for one or more sewer customer classifications as set forth in WCC 4.08.040. In addition, the following specifications become applicable as allowed by the ~~director~~Director:

(1) When the meter and/or ~~city~~City-owned water infrastructure is allowed by the ~~director~~Director to be placed outside the right-of-way, an easement must be provided to the water utility purveyor as set forth in WCC 11.20.060.

(2) When a single building with multiple meters serves multiple sewer customer classifications as set forth in WCC 4.08.040, each sewer customer classification served shall have separate plumbing per meter. When a new meter is added to an existing building, a plumbing permit is required to specifically eliminate accessibility to the previous water supply connected to the original meter.

(3) When a single building with multiple meters serves only one sewer customer classification as set forth in WCC 4.08.040, each unit served shall have individual plumbing (the intent is to allow multifamily buildings to have separate water meters for each unit).

(4) Single meters to multiple buildings shall be equipped with in-premises shut-off valves for each building. The ~~director~~Director may require each separate dwelling or building to be connected to the water system by a separate pipe controlled by a valve accessible at all times to the employees of the ~~water division~~Water Division. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 10, 1976)

**9.12.110 Unauthorized parties turning on water.**

It is unlawful for any unauthorized person to turn on water or allow or cause it to be turned on after it has been shut off by the ~~director~~Director or his deputy. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2729 § 1, 1988; Ord. 2227 § 11, 1976)

**9.12.120 Unlawful to supply other premises – Exception.**

It is unlawful for any person whose premises are supplied with water to furnish water to additional premises unless he shall first make application in writing so to do upon a printed form furnished for that purpose, and in the same manner as the original application for the installation of water service. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 12, 1976)

**9.12.130 Same – Additional charge imposed.**

*Repealed by Ord. 2016-18. (Ord. 2227 § 13, 1976)*

**9.12.140 Changed, abandoned service connections – Procedure.**

When it is desired to change the location of the old service connection, or where a service connection to any premises is abandoned or is not used for a period of time of four years or more, the ~~director~~[Director](#) may cut out or remove such service connection, after which, should a service connection be required to said premises, a new service shall be placed only upon the owner making an application and paying for a new tap in the regular manner. When a service connection on any premises on an unpaved street does not exceed one inch in size and the same does not come from the main in front of said premises, the ~~director~~[Director](#) shall, when a main is laid in front of said premises, after notifying the owner or tenant thereof, transfer the service connection to the new main without charge and at the same time cut out the old service connection. When a new main is laid in any street, owners of premises on said street, or within one-half block on side streets, who are being supplied with [cityCity](#) water from a private service, shall make application for tap and shall connect up with a separate service connection to the main in front of the premises. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 14, 1976)

**9.12.150 Discontinuing service – Application required.**

Whenever the owner or occupant of any premises connected with the [cityCity](#)'s water supply system desires to disconnect the use of water, he shall make written application. The application shall state whether or not the premises is occupied by a tenant. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2672 § 3, 1986; Ord. 2227 § 15, 1976)

**9.12.160 Reconnecting – Procedure – Fee.**

(1) When service has been discontinued from any premises upon the application of the owner thereof, or for nonpayment of water charges, or for any other cause, it is unlawful for any person to again connect such premises with water until all arrearages for said premises have been paid, and application made for reinstatement of the services, and other cause or causes corrected to the satisfaction of the ~~director~~[Director](#), except that the [cityCity](#) may reconnect services to a tenant without a connection charge in accordance with the ordinances of the [cityCity](#).

(2) Charges made for reconnecting water service shall be set forth in WCC 1.99.060. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2672 § 4, 1986; Ord. 2227 § 16, 1976)

**9.12.170 Water to be metered – Exceptions.**

All water used for domestic or commercial purposes shall be supplied by meter only; provided, that the [cityCity](#) council of the [cityCity](#) of Wenatchee, in cases of emergency whenever the public safety, health or the equitable distribution of water so demands, may direct the ~~director~~[Director](#) to change, reduce, or limit the time or discontinue the use of water if in its judgment public necessity demands. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 17, 1976)

**9.12.180 Violation of WCC 9.12.170 – Penalty.**

*Repealed by Ord. 2016-18. (Ord. 2227 § 18, 1976)*

**9.12.190 Irrigating, sprinkling during fire – Prohibited.**

It is unlawful for any person to use any water for irrigation or sprinkling during the progress of any fire in the [cityCity](#) unless for the protection of property. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 19, 1976)

**9.12.200 [CityCity](#)'s right to shut off – Nonliability.**

The [cityCity](#) reserves the right at any time, with notice, to shut off the water supply for repairs, extensions, nonpayment of rates, or other reason, and the [cityCity](#) shall not be responsible for any damage, such as bursting of boiler supplied by direct pressure, the breaking of any pipes or fixtures, stoppages or interruption of water supply, or any other damage resulting from the shutting off of water. The water supply may be shut off without notice, in cases of emergency, whenever the public safety or health so demands. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2672 § 5, 1986; Ord. 2227 § 20, 1976)

**9.12.210 Owner's responsibility for maintenance.**

The service pipe connections and other apparatus within any private premises must be kept in good repair and protected from freezing, at the expense of the owner or lessee, who will be responsible for all damages resulting from leaks and breaks. In case of neglect to promptly repair any service or fixture, or make any changes or alterations required in this chapter, the ~~director~~[Director](#) shall have authority, when deemed necessary, to go on the premises and make or cause to be made such changes, alterations or repairs, and charge the same against the premises and the owner thereof.

The owner of any service connection shall be responsible for damage to meters serving said premises caused by hot water, and shall be charged for repairs to meters caused by such damage. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 21, 1976)

**9.12.220 Wasting water – Unlawful.**

It is unlawful for any person to waste water or to allow it to be wasted by imperfect or leaking stops, valves, pipes, closets, faucets or other fixtures, or to use water closets without self-closing valves, or to use the water for purposes other than those named in the application upon which rates for water are based or for any other purpose than that for which his contract provides, or to use it in violation of any provision of this chapter. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 22, 1976)

**9.12.230 Water officials – Right of access.**

It is unlawful for any person to fail, neglect or refuse to give the ~~director~~[Director](#) and his duly authorized representatives free access at all reasonable hours to all parts of buildings or premises supplied with water from the [cityCity](#)'s mains for the purpose of inspecting the condition of pipes and fixtures, noting the amount of water used and the manner in which it is used. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 23, 1976)

**9.12.240 Violation of WCC 9.12.230 – Penalty.**

*Repealed by Ord. 2016-18.* (Ord. 2227 § 24, 1976)

**9.12.250 Violation of WCC 9.12.010 through 9.12.230 – Notice – Penalty.**

*Repealed by Ord. 2016-18.* (Ord. 2227 § 25, 1976)

**9.12.260 Testing meters – How, when.**

Where the accuracy of record of a water meter is questioned, it shall be removed at the consumer's request and be tested in the shops of the ~~water division~~ [Water Division](#) by means of the apparatus there provided, and a report thereon duly made. Before making a test of any meter, the person requesting such a test shall file a request with the finance ~~director~~ [Director](#) and pay a testing fee of \$50.00 to the [city](#) [City](#) treasurer. If the test discloses an error against the consumer of more than three percent on the meter's registry, the excess of the consumption on the three previous readings shall be credited to the consumer's meter account, and the testing fee shall be refunded. On the other hand, where no such error is found, the testing fee shall not be refunded. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 26, 1976)

**9.12.270 [City](#) [City](#) officers – Duty to aid in enforcement of chapter.**

It shall be the duty of the employees of the police department and engineering, streets and sewer divisions to give vigilant aid to the ~~director~~ [Director](#) in the enforcement of the provisions of this chapter, and to this end they shall report all violations thereof which come to their knowledge to the office of the ~~director~~ [Director](#), and it shall be the duty of the chief of the fire district to report immediately to the ~~director~~ [Director](#) in case of fire in premises having service for fire protection purposes that fire has occurred there. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 27, 1976)

**9.12.280 [City](#) [City](#) to supply copies of chapter.**

A copy of this chapter may be obtained by any consumer of water, and shall be considered a part of the contract made between the [city](#) [City](#) and every such consumer. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 28, 1976)

**9.12.290 Fire hydrants.**

(1) All public fire hydrants shall be under the control of and kept in repair by the ~~water division~~ [Water Division](#) and by the fire district in case of fire and such others as the ~~director~~ [Director](#) shall authorize shall have access to said hydrants.

(2) The ~~water division~~ [Water Division](#) may install public hydrants at the request and expense of one or more persons on mains large enough to provide adequate fire protection upon written request. The person requesting the hydrant shall be billed the actual cost including labor, equipment, right-of-way permit, materials to repair the right-of-way and service materials as set forth in WCC 9.12.070. An estimate of the installation charges must be paid prior to installation of the service. The person requesting the hydrant shall provide utility easements satisfactory to the ~~city engineer~~ [City Engineer](#). Where there is determined by the ~~director~~ [Director](#) to be a deficiency in the number of public hydrants, the ~~water division~~ [Water Division](#) may pay for the installation of a new hydrant.

(3) It is unlawful for any person, except when duly authorized by the ~~director~~ [Director](#), or who is a member of the fire district, to open, operate, close, turn on, turn off, interfere with, attach any pipe or hose to or connect anything with any fire hydrant, stop valve or stopcock belonging to the [city](#) [City](#). Any other person or persons who shall open to operate any fire hydrant or draw or attempt to draw water therefrom or willfully or carelessly damage the same shall be subject to pay all damages done to said hydrant, and will be deemed guilty of a misdemeanor.

(4) It is unlawful for any person to obstruct the access to any fire hydrant by placing around or thereon any stone, brick, lumber, dirt or other material.

(5) Any person other than authorized employees of the [cityCity](#) of Wenatchee requiring the use of any hydrant, stopcock or valve belonging to the [cityCity](#) must make written application for the same in advance to the ~~director~~Director. The ~~director~~Director shall then send a utility worker to install a hydrant valve. The applicant shall pay the fees for use of the hydrant valve as set forth in WCC 1.99.020. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2539 § 1, 1984; Ord. 2399 § 2, 1980; Ord. 2227 § 29, 1976)

**9.12.300 Tampering, damaging system – Unlawful.**

It is unlawful for any person, unless duly authorized by the ~~director~~Director, to disturb, interfere with or damage any water main, water pipe machinery, tool, meter or any other appliances, buildings, improvements, lawns, grass plots, flowers, vines, bushes, or trees belonging to, connected with or under control of the municipal water supply system of the [cityCity](#) of Wenatchee. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 30, 1976)

**9.12.310 Reservoirs – Bathing, depositing items in – Unlawful.**

It is unlawful for any person to bathe in, fish in or throw any substance into any reservoir, or place any foreign substance upon any grounds belonging to, connected with or under the control of the municipal water supply system of the [cityCity](#) of Wenatchee. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 31, 1976)

**9.12.320 Fire hydrants – Obstructing – Unlawful.**

*Repealed by Ord. 2016-18. (Ord. 2227 § 32, 1976)*

**9.12.330 Connecting without permission – Unlawful.**

It is unlawful for any person to make connections with any fixtures or connect any pipe with any water main or water pipe belonging to the municipal water supply system without first obtaining permission to do so from the ~~director~~Director. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 33, 1976)

**9.12.340 ~~Director~~Director – Questions not covered – Right to decide.**

The ~~director~~Director shall have authority to decide any question which may arise and which is not fully covered by the provisions of this chapter, and his decisions in such cases shall be final. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 34, 1976)

**9.12.350 Users outside [cityCity](#) – Contract – ~~CityCity~~'s right to discontinue.**

There shall be incorporated in each application for water use outside the [cityCity](#) limits the following:

The [cityCity](#) of Wenatchee reserves the right to discontinue the furnishing of said water and any service outside [cityCity](#) limits heretofore set forth at any time, and the applicant hereby releases the [cityCity](#) of Wenatchee in case of discontinuance from any damage whatsoever for refusal to supply said water.

One person, company or association must pay for all water used through said service for his or their own use or the use of others to whom it may be accessible.

(Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 35, 1976)

**9.12.360 Fees – Due date – Payment failure – Action.**

*Repealed by Ord. 2016-18.* (Ord. 2007-04 § 2; Ord. 2672 § 6, 1986; Ord. 2227 § 36, 1976)

**9.12.370 Water used by ~~city~~City – How paid.**

All work done by the ~~water division~~Water Division for the ~~city~~City for the public and municipal uses shall be charged to and when allowed paid for out of the general fund of the ~~city~~City treasurer at the actual cost of labor performed and materials furnished. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 37, 1976)

**9.12.380 Separate connections for each building – Exception.**

*Repealed by Ord. 2016-18.* (Ord. 2672 § 7, 1986; Ord. 2227 § 38, 1976)

**9.12.390 Change in use of water – New application required.**

Should the applicant or occupant of the premises desire to apply the water for a purpose other than those stated in his original application, a new application must be obtained at the office of the ~~city~~City ~~public works~~Public Works ~~director~~Director. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 39, 1976)

**9.12.400 Temporary discontinuance – Procedure – Fee.**

Should it be desired to discontinue the use of all the water supplied to any premises, written notice must be filed in the accounting office, which notice shall be on a printed form provided for that purpose; any payment in full for all arrearages and excess water must be made. The notice must state whether or not the premises is occupied by a tenant. A water service fee for turning water on or off will be charged in accordance with WCC 1.99.060. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2539 § 5, 1984; Ord. 2227 § 40, 1976)

**9.12.410 Private fire protection services.**

Privately owned services for fire protection purposes must be metered through a double check detector assembly or other meter approved by the ~~water division~~Water Division. Privately owned service connections for fire protection must be requested in writing by the property owner as set forth in WCC 9.12.030. Service charges for fire protection services shall be based on the actual cost including labor, equipment, right-of-way permit, materials to repair the right-of-way and service materials as set forth in WCC 9.12.070. An estimate of the service charges must be paid prior to installation. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 41, 1976)

**9.12.420 Fire hydrants – Maintenance – Control.**

*Repealed by Ord. 2016-18.* (Ord. 2227 § 42, 1976)

**9.12.430 ~~Director~~Director may impose limitations – Notice of to be published.**

The ~~director~~Director reserves the right in the case of a shortage of water or for any other cause to make any order forbidding or limiting the use of water for irrigation, sprinkling or sluicing, and may at his/her discretion make such order at any time giving notice in official ~~city~~City



newspaper; any person violating such order shall be subject to enforcement action as set forth in WCC 9.12.490. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 42, 1976)

**9.12.440 Department plumbers – Report required – Contents.**

*Repealed by Ord. 2016-18. (Ord. 2227 § 43, 1976)*

**9.12.450 Damaged meters – Liability for.**

In all cases where meters, frames or chambers are lost, damaged or broken by the carelessness or negligence of the owner or occupants of premises, they shall be repaired or replaced by the ~~water division~~ Water Division and charges for such repair or replacement shall be made against the owner or occupant of the premises for the actual costs of labor and materials used in making such repairs or replacements. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 44, 1976)

**9.12.460 Tampering with meter prohibited.**

If either the ~~director~~ Director or his deputies shall discover that any meter has been tampered with or broken, he/she shall shut off the water supply until the full amount of the fixed rate for the month together with any costs of repairs to the damaged meter and together with the actual cost of staff time and equipment shall have been paid to the ~~city~~ City treasurer. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 97-6 § 3; Ord. 2399 § 3, 1980; Ord. 2227 § 45, 1976)

**9.12.470 Offenses against system – Enumerated.**

In addition to the unlawful acts and offenses specified elsewhere in this chapter, it is unlawful for any person or persons, firm or corporation:

To accept payment of any kind for water furnished by the ~~water division~~ Water Division, except as provided in this chapter;

To disturb or damage any pipe, machinery, tools or any other property of the ~~water division~~ Water Division;

To open, close, turn on, interfere with, or to attach or connect with any fire hydrant, stop valve, stopcock or pipe belonging to the ~~water division~~ Water Division. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 46, 1976)

**9.12.480 Indigent persons – Waiver of charges – How.**

The ~~city~~ City council, when it is made to appear that any water user by reason of indigency is unable to pay his water rentals, may by motion or resolution duly passed and placed on record remit, cancel or defer payment of so much of such water user's unpaid rentals as it may deem right and proper under the circumstances. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2227 § 47, 1976)

**9.12.490 Violations, enforcement, and penalties.**

(1) Violations. It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. Any person who has violated or continues to violate the provisions of this chapter may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law. In the event the violation constitutes an immediate danger to public health or public safety, the ~~city~~ City is authorized to enter upon the subject private property without giving prior notice, to take any and

all measures necessary to abate the violation and/or restore the property. The [cityCity](#) is authorized to seek costs of abatement as set forth in subsection (5) of this section.

(2) Notice of Violation. Whenever the ~~director~~[Director](#) finds that any person has violated or is continuing to violate any provision of this chapter or an order issued hereunder, the ~~director~~[Director](#) may serve upon such person written notice of violation. Within 10 days of receipt of such notice of violation, the user shall submit to the ~~director~~[Director](#) an explanation of the violation and a plan to satisfactorily correct and prevent the reoccurrence of such violation(s). The plan shall include specific actions the person will take and the completion dates of each. Submission of this plan in no way relieves the person of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the [cityCity](#) to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

(3) Noncompliance Fines. Notwithstanding any other section of this chapter, any property owner or person who is found by the ~~director~~[Director](#) to have violated any provision of this chapter, or orders issued hereunder, shall be fined in the amount not to exceed \$1,000 per violation. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Such assessments shall be billed separately from the utility billing for services. Unpaid charges, fines and penalties shall be sent to collections. Issuance of an administrative fine shall not be a prerequisite for taking any other action against the person.

(4) Termination of Services. The ~~director~~[Director](#) shall have the authority to terminate water services upon determining that the person has: (a) refused access allowed by this chapter thereby preventing the implementation of any purpose of this chapter; (b) violated any provision of this chapter; or (c) violated a lawful order of the [cityCity](#) issued with respect to this chapter. Tenants and property owners shall be notified at least 10 days prior to services being terminated. Service will be restored after the customer has made arrangements to come into compliance and paid or made payment arrangements acceptable to the finance department for the water disconnect/connection charge under WCC 1.99.060. If a customer makes arrangements for compliance and payment after 4:30 p.m., the services will not be reconnected until the next business day. If a customer wishes to have their services reconnected after 4:30 p.m., they will be charged after-hours rates per WCC 1.99.060.

(5) Cost of Abatement. The owner of the property or person responsible for the violation will be notified of the cost of abatement, including administrative costs. Payment in full shall be due within 30 days and on the thirty-first day interest may be applied at a rate of eight percent per annum. After 90 days, if payment in full has not been received, the bill may be sent to collections. The finance ~~director~~[Director](#) may approve a payment plan of equal payments evenly spaced over no more than 12 months.

(6) Remedies Not Exclusive. The remedies listed in this chapter are not exclusive of any other remedies available under any applicable federal, state, or local law and it is within the discretion of the [cityCity](#) to seek cumulative remedies. The [cityCity](#) may recover all attorneys' fees, court costs and other expenses associated with enforcement of this chapter.

(7) Administrative Hearing. A customer shall be afforded the opportunity to an administrative hearing to contest the ~~director~~[Director](#)'s determination to terminate water services, impose



penalties, recover costs, or establish compliance schedules. Any hearing pursuant to this section must be requested by the user in writing within 10 days after the user receives notice of the ~~cityCity~~'s determination. The user's written request for hearing shall be filed with the ~~director~~Director. Failure to submit a timely notice shall be deemed to be a failure to exhaust administrative remedies and shall preclude any further review. The ~~cityCity~~ will conduct the hearing within 20 days of the receipt of the request. The administrative hearing will be held before the ~~director~~Director. Formal rules of evidence will not apply; provided, however, that the ~~director~~Director will review the existing record, and only the user and the ~~cityCity~~ will be allowed to present oral testimony and documentary evidence to the ~~director~~Director. The ~~director~~Director will issue a written decision within 10 days of the conclusion of the hearing. Except as otherwise provided, all decisions by the ~~director~~Director shall be final and conclusive on all parties unless appealed to the hearing examiner under subsection (8) of this section. The ~~director~~Director's decision, action, or determination shall remain in effect during such period of appeal.

(8) Appeal to the Hearing Examiner. Any decision of the ~~director~~Director rendered pursuant to subsection (7) of this section may be reviewed by open record appeal to the hearing examiner. The user must file written notice of appeal with the ~~cityCity~~ clerk within 10 days following notification of such decision or action. Such notice of appeal shall set forth in reasonable detail the action or decision appealed and the user's grounds for reversal or modification thereof. Failure to submit a timely notice shall be deemed to be a failure to exhaust administrative remedies and shall preclude any further review. Following receipt of such notice, the ~~cityCity~~ clerk will schedule a date for a public hearing with the hearing examiner at which time the hearing examiner shall consider the appeal. The date of the public hearing should be no later than 20 days following the date the clerk received notice of the appeal. The clerk will mail written notice to all parties of record to apprise them of the hearing date. The hearing shall be an open record hearing at which the user and the ~~cityCity~~ may present witness testimony and documentary evidence. At the conclusion of the public hearing the hearing examiner may adopt, amend and adopt, reverse, amend and reverse the findings, conclusions, and decision of the ~~director~~Director.

(9) Judicial Review. The decision of the hearing examiner on appeal of the decision of the ~~director~~Director shall be final and conclusive unless, within 20 days from the date of final action, the user files a petition for review with the superior court of Chelan County in the manner prescribed by law. Judicial review shall be a closed record appeal based upon the record created before the hearing examiner. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2014-02 § 2; Ord. 2010-08 § 13; Ord. 2227 § 48, 1976)

#### **9.12.500 Service charges.**

Any property owner, when applying for water service, shall pay service and material charges prior to the installation of the service. Water Meter Installation Charges will increase three percent ~~3% Annually on January 1<sup>st</sup> of each year. on March 1, 2022. Then on January 1, 2023 fees will increase three percent and each successive year thereafter. Fees will be rounded up to the nearest dollar.~~

Water Meter Size	Total Cost
3/4" or 5/8"	\$ 412.00
1"	\$ 515.00
1 1/2"	\$ 587.00
2"	\$ 639.00
Over 2" meter all costs are time/equipment/materials, plus 15%	

Service charges for larger than two-inch connections shall be based on the actual cost of each connection including labor, equipment, right-of-way permit, materials to repair the right-of-way and service materials as set forth in WCC 9.12.070. An estimate of the service charges must be paid prior to installation of the service. All service material, including the meter, will remain the property of the [cityCity](#) water resource division; provided further, that in the event the service is changed to one of larger size, the cost and expense of such change must be paid before the larger size meter is installed. If, in installing the water service that is two-inch or smaller, it becomes necessary to remove and replace either concrete or asphalt, the ~~water division~~[Water Division](#) will complete the work for a flat fee of \$500.00 plus the cost of the right-of-way permit. As an alternative, the customer may choose to take responsibility for the cost for any excavation, traffic control, and repairs to restore the right-of-way or an easement that may be necessary to install a service. Excavations shall be in compliance with the [cityCity](#) of Wenatchee trenching and shoring safety program as determined by the ~~director~~[Director](#). (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2791 § 2 1989; Ord. 2729 § 2, 1988; Ord. 2399 § 4, 1980; Ord. 2227 § 49(A), 1976)

**9.12.510 Reimbursement for [cityCity](#)-funded water main extensions.**

Property owners seeking to connect to the water system of the [cityCity](#) shall pay a connection (frontage) charge to pay their equitable share of the cost of such system as enumerated in RCW 35.91.020 benefiting their property. The equitable share shall include interest charges applied from the date of construction of the water system until the connection, or for a period not to exceed 10 years, at a rate commensurate with the rate of interest applicable to the [cityCity](#) at the time of construction or major rehabilitation of the water system, or at the time of installation of the water line to which the property owner is seeking to connect not to exceed 10 percent per year. The aggregate amount of interest shall not exceed the equitable share of the cost of the system allocated to such property owners.

Upon completion or acceptance by the [cityCity](#) of a new water line with necessary appurtenances, the ~~director~~[Director](#) of ~~public works~~[Public Works](#) shall compute the equitable share to be paid in the future by property owners connecting to the water line. Where feasible, the unit cost for each property owner shall be established on the basis of the distance or frontage of the lot abutting the water line benefiting the property. For the purposes of this section, the frontage for a corner lot shall be based on the average distance of the two sides.

In the case of irregular-shaped lots, multiple frontages or unusual circumstances, the ~~director~~[Director](#) of ~~public works~~[Public Works](#) may establish the equitable share on another unit basis rather than the standard frontage calculation. This determination will be made upon acceptance or completion of a new service line in the event a property owner considers the equitable share established by the ~~director~~[Director](#) of ~~public works~~[Public Works](#) to be unfair.

The property owner may appeal the ~~director~~Director's decision in writing to the Wenatchee ~~city~~City commission. The ~~city~~City commission will make a decision within 30 days upon receipt of such written appeal and its decision shall be final.

The ~~director~~Director of ~~public works~~Public Works in computing the equitable share to be paid in the future by abutting property owners will base the calculation on the minimum service size established by the ~~city~~City of Wenatchee to serve the property.

The equitable share to be paid in the future by abutting property owners benefiting from the system shall be in addition to other charges provided. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2729 § 5, 1988; Ord. 2399 § 5, 1980; Ord. 2227 § 49(B), 1976)

**9.12.511 Required water extensions prior to connection.**

Prior to the connection of any property to the ~~city~~City water system, the water system must be extended to the subject property's furthest property line by way of right-of-way or easement. The domestic water extensions are subject to the following:

(1) Using the water comprehensive plan and sound engineering judgment, the ~~city engineer~~City Engineer shall determine the length and number of water main extensions for the particular property applying for connection.

(2) The water main must traverse along or through the subject property within a right-of-way or a recorded water easement to provide for future extension unless the ~~city engineer~~City Engineer determines such an extension is not necessary because the subject property is the last property to be served or that an extension would serve no other property.

(3) The ~~city engineer~~City Engineer may determine that a property be required to extend more than one water line along or through the subject property.

(4) If the property proposed for connection has a water main fronting the property and the water main extends to the furthest property line, and no other water main extensions are required either along another right-of-way frontage or through an easement, then the applicant may connect with a water service under the conditions of this title and under ~~public works~~Public Works standards and specifications. (Ord. 2018-23 § 1)

**9.12.520 Contract for quarterly payments.**

*Repealed by Ord. 2016-18. (Ord. 2227 § 49(C), 1976)*

**9.12.530 Private fire lines – Standby charges.**

There shall be charged for all persons, firms or individuals having private fire lines connected with the ~~city~~City water system the following standby charges for said connections:

<del>1.5 &amp;</del> 2-inch line or less	<del>\$4.50</del> <u>5.12</u> per month
3-inch line	<del>6.00</del> <u>6.84</u> per month

4-inch line	<del>9.00</del> <u>10.25</u> per month
6-inch line	<del>13.50</del> <u>15.37</u> per month
8-inch line	<del>18.00</del> <u>20.51</u> per month
10-inch line	<del>22.50</del> <u>25.63</u> per month
12-inch line	<del>27.00</del> <u>30.75</u> per month

In addition to such other changes as may be approved by the [cityCity](#) council, commencing January 15, 2019, and on January 1st of each successive year thereafter, the rates addressed herein shall be automatically increased based upon 100 percent of the Consumer Price Index, Pacific Cities and U.S. [CityCity](#) Average, All Items Indexes, for the period July to July, All Urban Consumers, West B/C as published by the Bureau of Labor Statistics. In no event shall the rates be increased by an amount less than one percent or greater than five percent without prior approval by the [cityCity](#) council. However, these fees and charges shall not, in any case, decrease.

The consumption charge for private fire lines shall be billed at commercial rates.

For all private fire lines connected with the [cityCity](#) water system, ownership shall be defined as follows: the [cityCity](#) shall own and maintain from the water main to the first fire line water valve downstream of the water main. (Ord. 2018-48 § 1; Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2399 § 6, 1980; Ord. 2261 § 1, 1977; Ord. 2227 § 50, 1976)

**9.12.540 Meter rates – Exceptions.**

All use and services for water shall be furnished and measured by meter and shall be charged and paid for at meter rates.

(1) *Repealed by Ord. 2016-18.*

(2) Water Utility Billing Fees

Water Utility Billing Fees Increase by 12% on January 1 for years 2022, 2023 and 2024, then starting January 1, 2025 fees will increase back to %6 by six percent annually thereafter.

Customer Class & Meter Size	Monthly Minimum Charge	Consumption Rate Per 100 Cubic Feet (748 Gallons)
<b>Single Family Residential</b>		
<del>3/4" or 5/8"</del>	<del>\$13.91</del> <u>\$15.58</u>	<del>\$2.25</del> <u>\$2.52</u>
1"	<del>\$24.74</del> <u>\$27.71</u>	<del>\$2.25</del> <u>\$2.52</u>
1 1/2"	<del>\$42.02</del> <u>\$47.06</u>	<del>\$2.52</del> <u>\$2.52</u>
2"	<del>\$64.60</del> <u>\$72.35</u>	<del>\$2.52</del> <u>\$2.52</u>
3"	<del>\$140.32</del> <u>\$157.16</u>	<del>\$2.25</del> <u>\$2.52</u>
<b>Duplexes</b>		
<del>3/4" or 5/8"</del> <u>3/4"</u>	<del>\$15.58</del> <u>\$13.91</u>	<del>\$2.52</del> <u>\$2.25</u>
1"	<del>\$27.71</del> <u>\$24.74</u>	<del>\$2.52</del> <u>\$2.25</u>
1 1/2"	<del>\$47.06</del> <u>\$42.02</u>	<del>\$2.52</del> <u>\$2.25</u>
2"	<del>\$72.35</del> <u>\$64.60</u>	<del>\$2.52</del> <u>\$2.25</u>
<b>Commercial and Multi-family</b>		
<del>3/4" or 5/8"</del> <u>3/4"</u>	<del>\$15.58</del> <u>\$13.91</u>	<del>\$2.52</del> <u>\$2.25</u>
1"	<del>\$27.71</del> <u>\$24.74</u>	<del>\$2.52</del> <u>\$2.25</u>
1 1/2"	<del>\$47.06</del> <u>\$42.02</u>	<del>\$2.52</del> <u>\$2.25</u>
2"	<del>\$72.35</del> <u>\$64.60</u>	<del>\$2.52</del> <u>\$2.25</u>
3"	<del>\$140.32</del> <u>\$157.16</u>	<del>\$2.52</del> <u>\$2.25</u>
4"	<del>\$207.16</del> <u>\$232.02</u>	<del>\$2.52</del> <u>\$2.25</u>
6"	<del>\$388.80</del> <u>\$435.46</u>	<del>\$2.52</del> <u>\$2.25</u>
8"	<del>\$605.51</del> <u>\$678.17</u>	<del>\$2.52</del> <u>\$2.25</u>

Billings for water used each month shall be determined from meter readings and shall include the monthly minimum charge and the amount of consumption.

~~In addition to such other changes as may be approved by the city City council, on January 1st of each year, beginning on January 1, 2020, the rates addressed herein shall be automatically increased by six percent.~~

(3) Outside ~~City~~City Limit Rates. Rates for water delivered outside the ~~city~~City limits shall be the same as the rates for inside ~~city~~City delivery.

(4) Credit for Water Leaks. When a water customer requests credit due to a water leak, the customer must complete a credit request form and provide evidence to the ~~city~~City finance department that there has been a leak in the customer's water supply line and the leak has been repaired. The ~~city~~City ~~water division~~Water Division will make a factual determination of the leak and its repair, and make a recommendation to the finance department as to whether a credit shall be given. When a customer demonstrates to the satisfaction of the ~~city~~City ~~water division~~Water Division that the water leak occurred and action was taken within 30 days of the leak notice, the ~~city~~City may allow a credit of up to 80 percent of the water consumption above the customer's average water consumption for the same period or the average of the customer's available history when less than 12 months of relative consumption history is available. Credits will not be given for water consumption that is less than 50 percent over the average water

consumption for the same period of time. Adjustments to a specific account at the request of the customer may not be made more than once in a two-year period unless approved by the ~~director~~[Director](#).

(5) Credits – Unique Circumstances. The ~~city~~[City](#) recognizes that extraordinary utility consumption may occur in unique circumstances that have not been anticipated in subsection (4) of this section or WCC 4.08.060(5). When these unique circumstances cause excessive financial hardship on customers, the finance ~~director~~[Director](#) may request that the finance committee review the issue and impartially determine if the customer should receive a credit. (Ord. 2021-12 §§ 2, 3; Ord. 2018-48 § 2; Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2013-37 § 1; Ord. 2007-26 § 1; Ord. 2003-22 §§ 1, 2, 3; Ord. 2000-37 § 1; Ord. 97-10 § 1; Ord. 97-6 §§ 1, 2; Ord. 3173 §§ 1, 2, 1996; Ord. 2791 §§ 1, 3, 1989; Ord. 2766 §§ 1, 2, 1988; Ord. 2729 §§ 3, 4, 1988; Ord. 2621 §§ 1, 2, 1986; Ord. 2539 §§ 2, 3, 1984; Ord. 2399 §§ 7, 8, 1980; Ord. 2227 § 51, 1976)

**9.12.541 Meter rates – Budget billing.**

*Repealed by Ord. 2016-18. (Ord. 2857 § 1, 1990; Ord. 2766, 1988)*

**9.12.545 Senior citizen rates – Disabled/low income rates.**

*Repealed by Ord. 2016-18. (Ord. 2007-04 § 3; Ord. 2660 § 1, 1987; Res. 1538 § 2, 1987; Res. 1373 § 2, 1984; Ord. 2399 § 9, 1980; Ord. 2227 § 51.1, 1976)*

**9.12.550 Charges for turning water off and on.**

*Repealed by Ord. 2016-18. (Ord. 2227, 1976)*

**9.12.560 Annual review of rates.**

*Repealed by Ord. 2016-18. (Ord. 2227 § 54, 1976)*

**9.12.570 System investment fee.**

In addition to other charges provided, each property owner seeking to connect to the existing water distribution system of the ~~city~~[City](#) shall pay a system investment fee ~~based upon the depreciated value of the original system.~~ The system investment fee is to be charged to all property owners connecting to the water system and using capacity in the system which was built and funded by current users unless otherwise dictated by ~~city~~[City](#) code.

The system investment fee (SIF) shall be collected with each new domestic water system connection simultaneously with and on the same basis as the connection charge. If a larger water meter is requested to replace an existing water meter, the property owner shall be required to pay the difference in water SIF if applicable. SIF shall not be refunded for decreasing the water meter size or removing a water meter.

[On March 1, 2022 system investment fees will increase three percent. Then on January 1, 2023 and each successive year thereafter. Fees will be rounded up to the nearest dollar.](#)

The system investment fee shall be determined as to each requested connection by the application of the criteria set forth below.

(1) For all water connections a base system investment fee (SIF) will be assessed and will consist of the following:

- (a) The base system investment fee for a three quarter or five-eighth-inch ~~by three-fourth-inch~~ water meter shall be ~~\$400.00;~~\$1,200
- (b) Each water connection will be assigned a “meter customer equivalent” (MCE) factor;
- (c) The water connection MCE shall be determined based on the proposed water meter size;
- (d) The water meter shall be sized in accordance with the Uniform Plumbing Code as amended and adopted by WCC 2.04.010;
- (e) A water connection’s MCE is based on the flow potential through its meter. A three-quarter inch or five-eighth-inch ~~by three-fourth-inch~~ meter is assigned a base factor of one;
- ~~(f) and shall 3/4” or 5/8”-~~ \$1,200.00 per Meter Customer Equivalent

<u>Water Meter Size</u>	<u>Meter Customer Equivalent (MCE)</u>	<u>Total Cost</u>
<u>3/4” or 5/8”</u>	<u>1</u>	<u>\$1,200.00</u>
<u>1”</u>	<u>2.5</u>	<u>\$ 3,000.00</u>
<u>1 1/2”</u>	<u>5</u>	<u>\$ 6,000.00</u>
<u>2”</u>	<u>8</u>	<u>\$ 9,600.00</u>
<u>3”</u>	<u>16</u>	<u>\$ 19,200.00</u>
<u>4”</u>	<u>25</u>	<u>\$ 30,000.00</u>
<u>6”</u>	<u>50</u>	<u>\$ 60,000.00</u>
<u>8”</u>	<u>80</u>	<u>\$ 96,000.00</u>

System Investment Fees will increase three percent on March 1, 2022 to the fees in the above table. Then on January 1, 2023 fees will increase three percent and each successive year thereafter. Fees will be rounded up to the nearest dollar. For the most current fees please contact our Public Works Department.

~~(fg)~~ The fee schedule will be reviewed periodically, but not less often than every odd-numbered year. The adjustment calculation shall use an industry-standard methodology and/or through the process established in the currently adopted cityCity of Wenatchee water comprehensive plan.

If the cityCity council approves an adjustment to the SIF, the ~~director~~Director of ~~public-works~~Public Works shall file with the ~~director~~Director of finance the adjusted fee schedule along with the values the fee schedule is based on.

(2) The water connection charge required by subsection (1) of this section will be assessed against both domestic and irrigation water meter connections.

(3) When water meter size is increased solely to provide fire sprinkler protection, the water connection charge required by subsection (1) of this section shall be based on the size required by the Uniform Plumbing Code, as amended and adopted by Chapter 2.04 WCC. (Ord. 2018-48 § 3; Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2729 § 6, 1988; Ord. 2227 § 57, 1976)



**9.12.571 System investment fee waiver.**

~~The system investment fee shall be waived for any project or development that proposes to construct a multifamily building that consists of three or more stacked or attached units as defined by the Uniform Building Code. (Ord. 2018-23 § 1) [Remove](#)~~

**9.12.580 Oversizing.**

In the event a developer is requested by the [cityCity](#) to install a water system and/or water lines larger than required for serving the development to provide for future development, the [cityCity](#) will pay the additional cost of the oversized system and/or lines. (Ord. 2018-23 § 1; Ord. 2016-18 § 1; Ord. 2729 § 7, 1988; Ord. 2227 § 58, 1976)

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<sup>1</sup> Code reviser's note: Exhibits A and B are attached to Ord. 2000-14 which is on file in the [cityCity](#) clerk's office.

**SECTION II**

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

**SECTION III**

A summary of this Ordinance will be published in the official newspaper of the City of Wenatchee and shall be in full force and effect thirty (30) days after passage and publication as provided by law.



**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 STANGER, City Clerk

APPROVED:

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



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Rob Jammerman, Public Works Director  
Jessica Shaw, Deputy Public Works Director - Utilities  
Darci Mattioda, Utility Planner

**MEETING DATE:** November 18, 2021

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**I. SUBJECT**

Code Revisions to Include Financial Securities Language.

**II. ACTION REQUESTED**

Motion requested for the City Council adopt Ordinance No. 2021-37 revising Chapter 9.01 “Preapproved Plans and Policies” of the Wenatchee City Code (WCC).

**III. OVERVIEW**

The Public Works Department has found some gaps in our existing WCC language regarding maintenance of new street and utility improvements. In order to understand this issue, please review the following:

1. Every year new development installs new street and utility improvements in the City worth millions of dollars. Most of the improvements are then owned and maintained by the City.
2. Any street or utility improvements can have defects that occur after installation is complete. Therefore, it is routine practice to ask developers or contractors to post a maintenance security to ensure that defects occurring within a certain time period after installation are repaired. As an example, if a concrete driveway apron cracks six months after installation, the contractor or developer is expected to repair the driveway apron instead of the City or the property owner.
3. Our existing WCC language has some gaps in the code language that requires some developments to post a maintenance security for the street and utility improvements while other developments are not required.



4. Because we want to ensure all new street and utility improvements are maintained for a period of time after installation, we developed new code language to be inserted into Title 9.01 to help address this issue.
5. The proposed code language requires an 18-month security period following completion of the improvement. This time period is recommended because it parallels the maintenance period required by Douglas County; and Chelan County staff indicated that they plan to study and possibly implement a similar maintenance period.
6. After adoption of this language, Public Works staff plans to bring forth a couple other code amendments in other WCC Titles that will mesh together consistency throughout the code.
7. The code language refers to the procedures contained within the adopted Public Works Pre-Approved Plans and Policies; see attachment A for draft of the proposed procedures.

**IV. FISCAL IMPACT**

The proposed ordinance will protect new public infrastructure by securing set aside funding for any defects that may result within the first 18 months ensuring that Public Works dollars are not needed to fix damages. There will be additional staff hours required to manage maintenance securities and staff will track this and report back to City Council at a later date regarding the impacts of the program on staff time.

**V. PROPOSED PROJECT SCHEDULE**

If adopted, Ordinance No. 2021-37 become effective on January 1, 2022.

**VI. REFERENCE(S)**

1. Ordinance No. 2021-37
2. Attachment A – Draft Policy G-XX: Performance and Maintenance Security Procedures
3. Attached Photos

**VII. ADMINISTRATIVE ROUTING**

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

## **ORDINANCE NO. 2021-37**

**AN ORDINANCE**, amending Chapter 9.01 WCC relating to Preapproved Plans and Policies.

**THE CITY COUNCIL OF THE CITY OF WENATCHEE DO**  
**ORDAIN** as follows:

### **SECTION I**

Chapter 9.01 “Preapproved Plans and Policies” of the Wenatchee City Code shall be and hereby is amended by the addition of the following provision:

“9.01.030 Maintenance/Security. Whenever an individual installs public utility or right-of-way improvements or private storm drainage improvements exceeding \$10,000 in value, the construction of the improvements shall be guaranteed to be free of defects for at least eighteen (18) months after final inspection by the City. The owner of the improvements shall post a maintenance security with the City of Wenatchee Public Works Department per the procedures identified in the most current edition of the adopted Pre-approved Plans and Policies on file with the Public Works Department.”

### **SECTION II**

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

### **SECTION III**

A summary of this Ordinance will be published in the official newspaper of the City of Wenatchee and shall be in full force and effect thirty (30) days after passage and publication as provided by law.

**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 STANGER, City Clerk

APPROVED:

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



CITY OF WENATCHEE

P.O. BOX 519 • WENATCHEE, WASHINGTON 98807-0519 • (509) 888-3202

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**DEPARTMENT OF PUBLIC WORKS  
PRE-APPROVED PLANS POLICY**

**Policy G-XX: PERFORMANCE AND MAINTENANCE SECURITY PROCEDURES**

**PURPOSE:**

To establish the procedures within the City of Wenatchee for Performance and Maintenance Securities

**1. Required Street and Utility Improvements:**

Most permitted development projects within the City of Wenatchee are required to install various public street and utility improvements and private storm drainage improvements. The City owns and maintains the public street and utilities after they are installed by the developer. The private storm drainage improvements are maintained by the property owner (or HOA) after installation. The City of Wenatchee Public Works Department requires that the public street and utility improvements that are installed must meet City-adopted standards and specifications; following the maintenance period for any installed public improvements, the City will then be responsible for maintaining the improvements.

In addition, the City also requires private storm drainage systems to be installed per adopted standards, specifications and following the maintenance period, the storm system will be maintained by the property owner or Homeowners Association (HOA).

**2. Value of Improvements:**

Each development project is unique and has a different dollar value of public improvements and private storm drainage improvements installed with the project.

In order for the City to determine the value of the improvements installed with the project, the developer's engineer shall submit an *Improvement Evaluation Packet* prior to issuance of the associated permit to install the improvements. The *Improvement Evaluation Packet* will be used to establish the value of the improvements (public and private), the value of the Performance Security (when required) and the value of the Maintenance Security. The Improvement Evaluation Packet shall be reviewed and approved by the City Engineer or their designee.

**3. Performance Securities:**

In certain cases, when public improvements or the private storm drainage system cannot be completed per city code and agreed upon conditions, the City will allow a financial Performance Securities to be posted to warrant that the work will be completed and ensure the City can finish the improvements should the applicant default on the agreement.

The initial term of the Performance Security shall be for one year. The Director of Public Works or City Engineer may set the initial term for longer than a year or allow for one-year extensions provided that extenuating circumstances justify a longer performance security duration.

The dollar value of the Performance Security will be determined by the using the value of the incomplete improvements taken from the Improvement Evaluation Packet. The performance security amount shall be 150% of the estimated value of incomplete work. The 50% increase is to provide an adequate security to cover unforeseen cost or cost increases such as inflation, construction management, mobilization, change orders, engineering and survey costs, etc.

There are certain improvements that the City will require to be installed in lieu of allowing a Performance Security to be posted. As an example, if new single-family homes are under construction, the sewer and storm drainage utilities and street improvements needed to serve the subject single-family homes need to be completed and a performance security for these improvements will generally not be allowed. The City will work with each developer on project by project basis to determine what improvements can be covered by a Performance Security.

**4. Maintenance Securities:**

Any project that installs at least \$10,000 of new public street improvements, public utility improvements, or private storm drainage improvements shall post a eighteen-month Maintenance Security when the work receives final inspection and acceptance by the City. The Maintenance Security ensures that the installed improvements are maintained and free from defects for at least one year after final acceptance. The City may require the maintenance security to be extend beyond one year if there is on-going work on the project which could damage the improvements.

The dollar value of the Maintenance Security will be determined by the using the value of the incomplete improvements taken from the Improvement Evaluation Packet. The Maintenance Security amount shall be 20% of the estimated value of the improvements as determined by the Improvement Evaluation Packet.

The City will re-inspect the improvements at the end of the maintenance period (typically eighteen-months) and provide a list of deficiencies that shall be corrected prior to releasing the security. If any required corrections exceed \$10,000 in value, the City may require the developer to post a new maintenance security for an additional eighteen months to ensure the repaired improvements were installed correctly. The dollar value of the new Maintenance Security will be 20% of the value of the repaired improvements as determined by the Improvement Evaluation Packet.

**5. Security Types:**

The table below outlines the type of securities and dollar value threshold for each type of security.

Security/Value	\$0-\$3,000	\$3,001-\$10,000	\$10,001 & up
Cash Deposit with City	X	X	X
Assignment of Bank Account		X	X
Assignment of Loan Proceeds		X	X
Surity Bond			X

**Attachments:**

Performance Bond Packet

Maintenance Bond Packet

Improvement Evaluation Packet

Photos of new sidewalk on Stella St.



New Sidewalk, looking North on Stella St.



New sidewalk, looking South on Stella St.





## CITY COUNCIL AGENDA REPORT

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

**FROM:** Darci Mattioda, Utility Planner  
Public Works Department

**MEETING DATE:** November 18, 2021

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**I. SUBJECT**

Department of Health Drinking Water State Revolving Fund (DWSRF) Loan Applications.

**II. ACTION REQUESTED**

Motion requested for the City Council approve application for Drinking Water State Revolving Fund Loans for Project No. 1918, AC Main Replacement Project and Project No. 2202 Crawford Avenue Water Main Replacement.

**III. OVERVIEW**

As part of the Public Works ongoing efforts to replace the old city water mains staff is preparing to apply for two Department of Health Drinking Water State Revolving Fund (DWSRF) Loans. The first is a pre-construction loan application for planning efforts to replace the 1950's steel water main in Crawford Avenue between Miller and Okanagan Avenue, project W12 & W13 in our 2018 Water System Plan. The second loan application is for a construction loan for AC Water Main Replacement that was designed in 2018. This project will finish up the AC main replacements in our city.

**IV. FISCAL IMPACT**

The pre-construction loan request for Crawford Main Replacement W12 & W13 is \$ 241,740.00. The loan has a 2.0 percent loan origination fee, 0 percent standard interest rate, two-year time of performance, ten-year loan term.

The construction loan request for 1918-2020 AC Main Replacement on 8<sup>th</sup>, 7<sup>th</sup>, Chelan Ave and 1<sup>st</sup> Street is \$ 1,054,987.54. For construction loans there is a 1.0 percent loan origination fee and a 1.75 percent standard interest rate for 20- year loan term.

The above loan amounts include the loans fees and an anticipated 30% increase, which is the average we are seeing with current construction bids.

Both projects will be adopted as part of the 2022 Budget and the 2022- 2027 Capital Facilities Plan. Approval of the proposed water rate increases will fund the repayment of these loans.

**V. PROPOSED PROJECT SCHEDULE**

Applications are due by November 30, 2021 and applicants are notified in January 2022.

The AC Main Replacement project will be constructed in 2023 and design for the Crawford Main Replacement project will begin in 2022.

**VI. REFERENCE(S)**

1. Engineers Estimate Crawford Main Replacement, Project No. 2022
2. Engineers Estimate for 1918-2020 AC Main Replacement on 8<sup>th</sup>, 7<sup>th</sup>, Chelan Ave and 1<sup>st</sup> Street, Project No. 1918.

**VII. ADMINISTRATIVE ROUTING**

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





## Capital Project Budget

Date: September 1, 2021

Project Number: 2202

Project Name: Crawford Avenue Water Main Replacement

Dept/Category: Public Works - Water Project

**Project Description:**

This project will replace the existing 1950-era steel water main in Crawford Ave between Miller St and Okanogan Ave.

Project Lead:		Start Year:	2022
Assigned Department:	Public Works	End Year:	2023
Original Project Budget:	\$1,170,500	Total City Funding:	\$1,170,500
Budget Amendment:		Other Funding:	\$0

**Project Notes:**

This is a new project budget.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	178,800			161,000	17,800		178,800
Right of Way Acquisition							
Construction Contract	894,000				894,000		894,000
Construction Engineering	89,400				89,400		89,400
Art Fund	8,300				8,300		8,300
<b>Total Project Expenditures</b>	<b>1,170,500</b>			<b>161,000</b>	<b>1,009,500</b>		<b>1,170,500</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	401 - Water Utility	1,170,500			161,000	1,009,500		1,170,500
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>1,170,500</b>			<b>161,000</b>	<b>1,009,500</b>		<b>1,170,500</b>

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





## Capital Project Budget

Date: September 1, 2021

Project Number: 1918

Project Name: AC Water Main Replacement

Dept/Category: Public Works - Water Project

**Project Description:**

This project will replace the existing asbestos-cement (AC) water main in First Street between Wilson Street and Miller Street. The project will also replace AC water mains in the alleys both north and south of Eighth Street between Ramona Avenue and Miller Street.

<b>Project Lead:</b>	Jeremy Hoover	<b>Start Year:</b>	2019
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2024
<b>Original Project Budget:</b>	\$962,900	<b>Total City Funding:</b>	\$962,900
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$0

**Project Notes:**

The "Original Budget" is based on the adopted 2020 City Budget. Design engineering is on hold and construction is scheduled for 2024 to allow the water fund to accrue adequate revenue.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	153,700		71,600		82,100		153,700
Right of Way Acquisition							
Construction Contract	717,000					717,000	717,000
Construction Engineering	85,000					85,000	85,000
Art Fund	7,200					7,200	7,200
<b>Total Project Expenditures</b>	<b>962,900</b>		<b>71,600</b>		<b>82,100</b>	<b>809,200</b>	<b>962,900</b>

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2022	2023	2024+	
Fund: 401 - Water Utility	962,900		71,600		82,100	809,200	962,900
Fund:							
Fund:							
Fund:							
Fund:							
GRANTS:							
<b>Total Project Revenues</b>	<b>962,900</b>		<b>71,600</b>		<b>82,100</b>	<b>809,200</b>	<b>962,900</b>

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



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Cliff Burdick, Building/Fire Code Official  
Department of Community Development

**MEETING DATE:** 11/18/2021

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**I. SUBJECT**

Adoption of amendments to WCC 2.05, Flood Hazard Prevention, following a Community Assistance Contact by Washington State Department of Ecology for FEMA.

**II. ACTION REQUESTED**

Motion requested that the City Council adopt Ordinance No 21-28 amending portions of Wenatchee City Code Chapter 2.05, Flood Hazard Prevention.

**III. OVERVIEW**

Approximately every five years the Washington State Department of Ecology performs a Community Assistance Contact for FEMA (Federal Emergency Management Agency). One of the purposes of the visit is to review our city code for compliance with the Washington State Model Flood Damage Prevention Ordinance and new FEMA requirements. Upon completion of their review, they proposed a fair number of revisions to our code. Most of the revisions proposed are minor in nature, but there is one major revision. This revision relates to the elevation of floors above the adjacent finished grade around structures, with an increase of one foot above the number noted on the Flood Insurance Rate Map. Consequences of not adopting these revisions could be suspension from the NFIP Program, not being eligible for long term flood disaster assistance and no federal mortgage insurance or loans in flood hazard areas.

**IV. FISCAL IMPACT**

None

**VI. REFERENCE(S)**

- 1 Ordinance 21-28.
1. Redline Version of WCC 2.05

**VII. ADMINISTRATIVE ROUTING**

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

## **ORDINANCE NO. 2021-28**

**AN ORDINANCE**, amending and restating Chapter 2.05 of the Wenatchee City Code (WCC) relating to Flood Hazard Prevention; and providing for severability and an effective date.

**WHEREAS**, the Washington State Department of Ecology (DOE) reviewed the Wenatchee Flood Hazard Management code on behalf of the Federal Emergency Management Agency (FEMA); and

**WHEREAS**, DOE recommended changes to the city code to remain compliant with the Model Flood Damage Prevention Ordinance and new FEMA requirements; and

**WHEREAS**, compliance with FEMA requirements is vital to stay in the National Flood Insurance Program, to remain eligible for long term flood disaster assistance, and to remain eligible for federal mortgage insurance on loans in flood hazard areas.

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

### **SECTION I**

That Chapter 2.05 WCC, pertaining to Flood Hazard Prevention, shall be and hereby is amended in its entirety to read as follows:

#### **Chapter 2.05**

#### **FLOOD HAZARD PREVENTION**

Sections:

#### Article I. Definitions

2.05.010 Definitions.

#### Article II. General Provisions

2.05.020 Lands to which this chapter applies.  
2.05.030 Basis for establishing the areas of special flood hazard.  
2.05.035 Compliance.  
2.05.040 Penalties for noncompliance.  
2.05.050 Abrogation and greater restrictions.  
2.05.060 Interpretation.  
2.05.070 Warning and disclaimer of liability.

#### Article III. Administration

2.05.080 Establishment of development permit.  
2.05.090 Designation of the administration.  
2.05.100 Duties and responsibilities of the administrator.

#### Article IV. Provisions for Flood Hazard Reduction

2.05.110 [Reserved]  
2.05.120 Anchoring.  
2.05.130 Construction materials and methods.  
2.05.135 Storage of Materials and Equipment.  
2.05.140 Utilities.  
2.05.150 Subdivision proposals.  
2.05.160 Review of building permits.  
2.05.170 Specific standards.  
2.05.180 Residential construction.  
2.05.190 Nonresidential construction.  
2.05.200 Manufactured homes.  
2.05.210 Recreational vehicles.  
2.05.215 Enclosed Areas Below the Lowest Floor.  
2.05.220 Crawlspace.  
2.05.230 AE and A1-30 zones with base flood elevations but no floodways.  
2.05.240 Standards for shallow flooding areas (AO zones).  
2.05.250 Floodways.  
2.05.260 Critical Facilities.

#### Article I. Definitions

##### **2.05.010 Definitions.**

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

“Alteration of watercourse” means any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.

“Appeal” means a request for a review of the interpretation of any provision of this ordinance or a request for a variance.

“Area of shallow flooding” means a designated AO, AH, AR/AO or AR/AH (or VO) zone on the flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. Also referred to as the sheet flow area.

“Area of special flood hazard” means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as zone A, AO, AH, A1-30, AE, A99, AR (V, VO, V1-30, VE). “Special flood hazard area” is synonymous in meaning with the phrase “area of special flood hazard”.

“ASCE 24” means the most recently published version of ASCE 24, Flood Resistant Design and Construction, published by the American Society of Civil Engineers.

“Base flood” means the flood having a one percent chance of being equaled or exceeded in any given year. Also referred to as the “100-year flood.”

“Base Flood Elevation (BFE)” means the elevation to which floodwater is anticipated to rise during the base flood.

“Basement” means any area of the building having its floor sub-grade (below ground level) on all sides.

“Building” see “Structure.”

“Building Code” means the currently effective versions of the International Building Code and the International Residential Code adopted by the State of Washington Building Code Council.

“Critical Facility” means a facility for which even a slight chance of flooding might be too great. Critical facilities include (but are not limited to) schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.

“Development” means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

“Development permit” means a generic term that includes any and all reviews, licenses, authorizations, approvals, permits, etc., that allow the city a right of review on proposals that ultimately result in a physical alteration to the environment.

“Elevated Building” means, for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

“Elevation Certificate” means an administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

“Essential Facility” this term has the same meaning as “Essential Facility” defined in ASCE 24. Table 1-1 in ASCE 24-14 further identifies building occupancies that are essential facilities.

“Existing Manufactured Home Park or Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by the community.

“Expansion to an Existing Manufactured Home Park or Subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

“Farmhouse” means a single-family dwelling located on a farm site where resulting agricultural products are not produced for the primary consumption or use by the occupants and the farm owner.

“Flood” or “flooding” means

- 1) a general and temporary condition of partial or complete inundation of normally dry land areas from:



- (a) The overflow of inland or tidal waters; and/or
  - (b) The unusual and rapid accumulation of runoff of surface water from any source.
  - (c) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces or normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- 2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)(a) of this definition.

“Flood elevation study” means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as a Flood Insurance Study (FIS).

“Flood insurance rate map (FIRM)” means the official map on which the Federal Insurance Administrator has delineated both the areas of special flood hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

“Floodplain or flood-prone area” means any land area susceptible to being inundated by water from any source. See “Flood or flooding.”

“Floodplain Administrator” means the community official designated by title to administer and enforce the floodplain management regulations.

“Floodplain management regulations” means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other application of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

“Flood proofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. Flood proofed structures are those that have the structural integrity and design to be impervious to floodwater below the Base Flood Elevation.

“Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway."

“Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

“Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

“Historic structure” means any structure that is;

- 1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

- 2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- 3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- 4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - a) By an approved state program as determined by the Secretary of the Interior, or
  - b) Directly by the Secretary of the Interior in states without approved programs.

“Lowest floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area is not considered a building’s lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter (provided there are adequate flood ventilation openings).

“Manufactured home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle.”

“Manufactured home park or subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

“Mean Sea Level” for purposes of the National Flood Insurance Program means the vertical datum to which Base Flood Elevations shown on a community’s Flood Insurance Rate Map are referenced.

“New construction” means, for the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

“New Manufactured Home Park or Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations adopted by the community.

“One-hundred-year flood or 100-year flood” see “Base flood.”

“Reasonably Safe from Flooding” means development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means, reasonably safe from flooding means that the lowest floor is at least two foot above the Highest Adjacent Grade.

“Recreational vehicle” means a vehicle:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

“Start of construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The “actual start” means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the state of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, foots, piers or foundation or the erection of temporary forms; nor does it include the installation on a property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

“Substantial Damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

“Substantial improvements” means any repair, reconstruction, addition, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage,” regardless of the actual repair work performed.

The term can exclude:

(1) Any project for improvement of a structure to correct pre-cited violations of state or local health, sanitary, or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

(4) Any alteration of a “historic structure,” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.”

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. (Ord. 2016-02 § 1; Ord. 2004-18 § 1)

“Variance” means a grant of relief by a community from the terms of a floodplain management regulation.

“Water surface elevation” means the height, in relation to the vertical datum utilized in the applicable flood insurance study of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

“Water Dependent” means a structure for commerce or industry that cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.

## **Article II. General Provisions**

### **2.05.020 Lands to which this chapter applies.**

This chapter shall apply to all areas of special flood hazards within the jurisdiction of the city of Wenatchee. (Ord. 2016-02 § 1; Ord. 2004-18 § 2.1)

### **2.05.030 Basis for establishing the areas of special flood hazard.**

The areas of special flood hazard identified by the Federal Insurance Administrator in a scientific and engineering report entitled “The Flood Insurance Study for the City of Wenatchee, Chelan County, Washington” dated January

6, 1994, and, and any revisions thereto, with accompanying Flood Insurance Rate Map dated January 6, 1994, the subsequent Letter of Map Amendment (LOMR) dated May 13, 1996 and any revisions thereto, are hereby adopted by reference and declared to be a part of this chapter. The Flood Insurance Study and FIRM are on file at 1350 McKittrick Street. The best available information for flood hazard area identification as outlined in Section 2.05.100(2) shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under Section 2.05.100(2). (Ord. 2016-02 § 1; Ord. 2004-18 § 2.2)

**2.05.035 Compliance.**

All development within special flood hazard areas is subject to the terms of this ordinance and other applicable regulations.

**2.05.040 Penalties for noncompliance.**

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a code violation. Any person who violates this chapter or fails to comply with any of its requirements shall pay all costs and expenses involved in this case. Nothing herein contained shall prevent the city of Wenatchee from taking such other lawful action as is necessary to prevent or remedy violations. (Ord. 2016-02 § 1; Ord. 2004-18 § 2.3)

**2.05.050 Abrogation and greater restrictions.**

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Ord. 2016-02 § 1; Ord. 2004-18 § 2.4)

**2.05.060 Interpretation.**

In the interpretation and application of this chapter, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit or repeal any other powers granted under state statute. (Ord. 2016-02 § 1; Ord. 2004-18 § 2.5)

**2.05.070 Warning and disclaimer of liability.**

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding and flood damages. This chapter shall not create liability on the part of the city of Wenatchee, any officer or employee thereof, for any flood damage that results from reliance on this chapter or any administrative decision lawfully made herein. (Ord. 2016-02 § 1; Ord. 2004-18 § 2.6)

**Article III. Administration**

**2.05.080 Establishment of development permit.**

- (1) Development Permit Required. A development permit shall be obtained before construction or development begins within an area of special flood hazard established in WCC 2.05.030. The permit shall be for all structures, including manufactured homes, as set forth in WCC 2.05.010, Definitions, and for all development including fill and other activities, also as set forth in WCC 2.05.010, Definitions.
- (2) Application for Development Permit. Application for a development permit shall be made on forms furnished by the local administration and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- (a) Elevation, in relation to mean sea level, of the lowest floor (including basement) of all structures;
- (b) Elevation in relation to mean sea level to which any structure has been floodproofed;
- (c) In AO zones, elevation in relation to highest adjacent grade, of the lowest floor (including basement) of all structures;
- (d) In AO zones, elevation in relation to highest adjacent grade to which any structure has been floodproofed.
- (e) Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in WCC 2.05.190; and
- (f) Description of the extent to which a watercourse will be altered or relocated as a result of proposed development. (Ord. 2016-02 § 1; Ord. 2004-18 § 3.1)

**2.05.090 Designation of the Floodplain Administrator.**

The planning director, building official, or their designee is hereby appointed to administer and implement this chapter by granting or denying development permit applications in accordance with its provisions. The Floodplain Administrator may delegate authority to implement these provisions. (Ord. 2016-02 § 1; Ord. 2004-18 § 3.2)

**2.05.100 Duties and responsibilities of the Floodplain Administrator.**

Duties of the administrator shall include, but not be limited to:

(1) Permit Review.

- (a) Review all development permits to determine that the permit requirements of this chapter have been satisfied.
- (b) Review all development permits to determine that all necessary permits have been obtained from those federal, state and local governmental agencies from which prior approval is required.
- (c) Review all development permits to determine that the site is reasonably safe from flooding.
- (d) Review all development permits to determine that the proposed development is not located in the floodway. If located in the floodway, assure the encroachment provisions of section 2.05.250(1) are met.
- (e) Notify FEMA when annexations occur in the Special Flood Hazard Area.
- (f) Notify FEMA of changes to the base flood elevation within six months of when technical information of such changes becomes available. Such notification shall include technical or scientific information.

(2) Use of Other Base Flood Data. When base flood elevation data has not been provided in accordance with WCC 2.05.030, Basis for establishing the areas of special flood hazard, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer WCC 2.05.170 through 2.05.230, Specific standards, and WCC 2.05.240, Standards for shallow flooding areas (AO zones).

(3) Information to Be Obtained and Maintained.

- (a) Where base flood elevation data is provided through the flood insurance study, FIRM, or required as in subsection (2) of this section, obtain and maintain a record of the actual (as built) elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
- (b) For all new or substantially improved floodproofed nonresidential structures where base flood elevation data is provided through FIS, FIRM, or as required in subsection (2) of this section:

- (i) Obtain and maintain a record of the actual elevation in relation to mean sea level )to which the structure was floodproofed; and
  - (ii) Maintain the floodproofing certifications required in WCC 2.05.080(2)(c).
- (c) For AO zones, obtain and maintain a record of the actual (as-built) elevation of the lowest floor (including basement) above the highest adjacent grade of all new or substantially improved structures, and whether or not the structure contains a basement.
- d) For all new or substantially improved floodproofed nonresidential structures in AO zones:
- (i) Obtain and maintain a record of the elevation above the highest adjacent grade to which the structure was floodproofed.
  - (ii) Maintain the floodproofing certifications required in WCC.2.05.080(2)(c).
- (e) Maintain for public inspection all records pertaining to the provisions of this chapter.
- (f) Certification required by Section 2.05.250(1) (floodway encroachments).
- (g) Records of all variance actions, including justification of their issuance.
- (h) Improvement and damage calculations.
- (4) Alteration of Watercourses.
- (a) Notify adjacent communities and the Washington State Department of Ecology prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Insurance Administrator through appropriate notification means.
  - (b) Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
- (5) Interpretation of FIRM Boundaries. Make interpretation where needed, as to exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation. Such appeals shall be granted consistent with the standards of Section 60.6 of the Rules and Regulations of the National Flood Insurance Program (44 CFR 59-76). (Ord. 2016-02 § 1; Ord. 2004-18 § 3.3)

#### **Article IV. Provisions for Flood Hazard Reduction**

##### **2.05.110 [Reserved]**

##### **2.05.120 Anchoring.**

(1) All new construction and substantial improvements, including those related to manufactured homes, shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads including the effects of buoyancy.

(2) All manufactured homes must likewise be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques). (Ord. 2016-02 § 1; Ord. 2004-18 § 4.1-1)

##### **2.05.130 Construction materials and methods.**

(1) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

(2) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

(3) Electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.1-2)

**2.05.135 Storage of Materials and Equipment.**

(1) The storage or processing of materials that could be injurious to human, animal, or plant life if released due to damage from flooding is prohibited in special flood hazard areas.

(2) Storage of other material or equipment may be allowed if not subject to damage by floods and if firmly anchored to prevent flotation, or if readily removable from the area within the time available after flood warning.

**2.05.140 Utilities.**

(1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water wells shall be located on high ground that is not in the floodway;

(2) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and

(3) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.1-3)

**2.05.150 Subdivision proposals and development.**

(1) All subdivision proposals as well as new development shall be consistent with the need to minimize flood damage;

(2) All subdivision proposals as well as new development shall have public utilities and facilities such as sewer, gas, electric, and water systems located and constructed to minimize or eliminate flood damage;

(3) All subdivision proposals as well as new development shall have adequate drainage provided to reduce exposure to flood damage; and

(4) Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed development which contain at least 50 lots or five acres (whichever is less). (Ord. 2016-02 § 1; Ord. 2004-18 § 4.1-4)

**2.05.160 Review of building permits.**

Where elevation data is not available either through the flood insurance study, FIRM, or from another authoritative source (WCC 2.05.100(2)), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.1-5)

**2.05.170 Specific standards.**

In all areas of special flood hazards where base flood elevation data has been provided as set forth in WCC 2.05.030, Basis for establishing the areas of special flood hazard, or WCC 2.05.100(2), Use of Other Base Flood Data, the provisions of WCC 2.05.180 through 2.05.230 are required. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.2)

**2.05.180 Residential construction.**

(1) In AE and A1-30 zones or other A zoned areas where the BFE has been determined or can be reasonably obtained, new construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more above the base flood elevation. Mechanical equipment and utilities shall be waterproofed or elevated at least one foot above the BFE.

(2) Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following criteria:

(a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than one foot above grade.

(c) Openings may be equipped with screens, louvers, or other coverings or devices; provided, that they permit the automatic entry and exit of floodwaters. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.2-1)

(d) A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters.

(3) New construction and substantial improvement of any residential structure in an AO zone shall meet the requirements in Section 2.05.240.

(4) New construction and substantial improvement of any residential structure in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the Highest Adjacent Grade.

**2.05.190 Nonresidential construction.**

New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of subsection 1 or 2, below:

(1) New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet all of the following requirements:

(a) In AE and A1-30 zones or other A zoned areas where the BFE has been determined or can be reasonably obtained shall have the lowest floor, including basement, elevated one foot or more above the base flood elevation, or elevated as required by ASCE 24, whichever is greater. Mechanical equipment and utilities shall be waterproofed or elevated at least one foot above the BFE, or as required by ASCE 24, whichever is greater;

(b) If located in an AO zone, the structure shall meet the requirements in Section 2.05.240.

(c) If located in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained, the structure shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the Highest Adjacent Grade.

(d) Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

i) Have a minimum of two openings with a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.

ii) The bottom of all openings shall be no higher than one foot above grade.

iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwater.

iv) A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters.

Alternatively, a registered engineer or architect may design and certify engineered openings.



(2) If the requirements of subsection 1 are not met, then new construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet all of the following requirements:

(a) Be floodproofed so that below one foot or more above the base flood level the structure is watertight with walls substantially impermeable to the passage of water or dry flood proofed to the elevation required by ASCE 24, whichever is greater;

(b) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

(c) Be certified by a registered professional engineer or architect that the design and method of construction are in accordance with acceptable standards of practice for meeting provisions of this subsection based on their development and/or review of the structure design, specifications and plans. Such certifications shall be provided to the official as set forth in WCC 2.05.100(3)(b).

(d) Nonresidential structures that are elevated, not floodproofed, must meet the same standard for space below lowest floor as described in WCC 2.05.180(2).

(e) Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building constructed to the base flood level will be rated as one foot below that level. Flood proofing the building an additional foot will reduce insurance premiums). (Ord. 2016-02 § 1; Ord. 2004-18 § 4.2-2)

#### **2.05.200 Manufactured homes.**

All manufactured homes to be placed or substantially improved within the floodplain shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more above the base flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of WCC 2.05.120(2). (Ord. 2016-02 § 1; Ord. 2004-18 § 4.2-3)

#### **2.05.210 Recreational vehicles.**

Recreational vehicles placed on sites are required to either:

(1) Be on site for fewer than 180 consecutive days; or

(2) Be fully licensed and ready for highway use, on wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or

(3) Meet the requirements of WCC 2.05.200 and the elevation and anchoring requirements for manufactured homes. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.2-3)

#### **2.05.215 Enclosed Area Below the Lowest Floor**

If buildings or manufactured homes are constructed or substantially improved with fully enclosed areas below the lowest floor, the areas shall be used solely for parking of vehicles, building access, or storage.

#### **2.05.220 Crawlspace.**

Crawlspaces are commonly used as a method of elevating buildings in SFHAs to or above the BFE. General NFIP requirements that apply to all crawlspaces that have enclosed areas or floors below the BFE include the following:

(1) The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effect of buoyancy. Hydrostatic loads and the effects of buoyancy can usually be addressed through the required openings discussed below. Because of hydrostatic loads, crawlspace construction is not recommended in areas with flood velocities greater than five feet per second unless the design is reviewed by a qualified design professional, such as a registered architect or professional engineer.

(2) The crawlspace is an enclosed area below the BFE and, as such, must have openings that equalize hydrostatic pressures by allowing for the automatic entry and exit of floodwaters. The bottom of each flood vent opening can be

no more than one foot above the lowest adjacent exterior grade. (For guidance on flood openings, see Technical Bulletin 1-93, Openings in Foundation Walls.)

(3) Portions of the building below the BFE must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawlspace used to elevate the building, but also any joists, insulation, or other materials that extend below the BFE. The recommended construction practice is to elevate the bottom of joists and all insulation above BFE.

(4) Any building utility systems within the crawlspace must be elevated above the BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions. Duct work in particular must either be placed above the BFE or sealed from floodwaters.

(5) In addition to the above requirements, the following provisions apply to below-grade crawlspaces:

(a) The interior grade of a crawlspace below the BFE must not be more than two feet below the lowest adjacent exterior grade (LAG).

(b) The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall, must not exceed four feet at any point.

(c) There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event. Possible options include natural drainage through porous, well-drained soils and drainage systems such as perforated pipes, drainage tiles, or gravel or crushed stone drainage by gravity or mechanical means.

(d) The velocity of floodwaters at the site should not exceed five feet per second for any crawlspace.

(e) Below-grade crawlspace construction in accordance with the requirements listed above will not be considered basements.

(6) All crawlspace construction shall conform to FEMA Technical Bulletin 11-01, Crawlspace Construction for Buildings Located in Special Flood Hazard Areas. (Ord. 2016-02 § 1; Ord. 2007-29 § 1; Ord. 2004-18 § 4.2-4)

**2.05.230 AE and A1-30 zones with base flood elevations but no floodways.**

In areas with base flood elevation, but no regulatory floodway has been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.2-4)

**2.05.240 Standards for shallow flooding areas (AO zones).**

Shallow flooding areas appear on FIRMs as AO zones with depth designations. The base flood depths in these zones range from one to three feet above ground where a clearly defined channel does not exist, or where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is usually characterized as sheet flow. In these areas, the following provisions apply:

(1) New construction and substantial improvements of residential structures and manufactured homes within AO zones shall have the lowest floor (including basement and mechanical equipment) elevated above the highest grade adjacent to the building, one foot or more above the depth number specified on the FIRM (at least two feet above the highest adjacent grade to the structure if no depth number is specified).

(2) New construction and substantial improvements of nonresidential structures within AO zones shall either:

(a) Have the lowest floor (including basement) elevated above the highest adjacent grade of the building site, one foot or more above the depth number specified on the FIRM (at least two feet if no depth number is specified); or

(b) Together with attendant utility and sanitary facilities, be completely floodproofed to or above the level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capacity of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer or architect as in WCC 2.05.190(2).

(3) Require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

(4) Recreational vehicles placed on sites within AO zones on the community's FIRM are required to either:

(a) Be on site for fewer than 180 consecutive days; or

(b) Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or

(c) Meet the requirements of subsections (1) and (3) of this section and the anchoring requirements for manufactured homes of WCC 2.05.120. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.3)

#### **2.05.250 Floodways.**

Located within areas of special flood hazard established in Section 2.05.030 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that can carry debris, and increase erosion potential, the following provisions apply:

(1) No Rise Standard. Prohibit encroachments, including fill, new construction, substantial improvements, and other development, unless certification by a registered professional engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge.

(Ord. 2016-02 § 1; Ord. 2004-18 § 4.4)

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<sup>1</sup> Prior legislation: Ord. 2259.

(2) Residential Construction in Floodways. Construction or reconstruction of residential structures is prohibited within designated floodways, except for (i) repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; and (ii) repairs, reconstruction or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either, (A) before the repair, or reconstruction is started, or (B) if the structure has been damaged, and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or to structures identified as historic places, may be excluded in the 50 percent.

(3) All Other Building Standards Apply in the Floodway. If Section 2.05.250(1) is satisfied or construction is allowed pursuant to Section 2.05.250(2), all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this chapter.

#### **2.05.260 Critical Facility.**

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the SFHA (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Flood proofing and sealing measures must be taken to ensure

that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the BFE shall be provided to all critical facilities to the extent possible.

## SECTION II

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

## SECTION III

This Ordinance shall take effect thirty (30) days from and after its passage, approval 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

**ORDINANCE NO. 2021-28**

**AN ORDINANCE**, amending and restating Chapter 2.05 of the Wenatchee City Code (WCC) relating to Flood Hazard Prevention; and providing for severability and an effective date.

**WHEREAS**, the Washington State Department of Ecology (DOE) reviewed the Wenatchee Flood Hazard Management code on behalf of the Federal Emergency Management Agency (FEMA); and

**WHEREAS**, DOE recommended changes to the city code to remain compliant with the Model Flood Damage Prevention Ordinance and new FEMA requirements; and

**WHEREAS**, compliance with FEMA requirements is vital to stay in the National Flood Insurance Program, to remain eligible for long term flood disaster assistance, and to remain eligible for federal mortgage insurance on loans in flood hazard areas.

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

**SECTION I**

That Chapter 2.05 WCC, pertaining to Flood Hazard Prevention, shall be and hereby is amended in its entirety to read as follows:

**Chapter 2.05**

**FLOOD HAZARD PREVENTION<sup>1</sup>**

Sections:

Article I. Definitions

2.05.010 Definitions.

Article II. General Provisions

- 2.05.020 Lands to which this chapter applies.
- 2.05.030 Basis for establishing the areas of special flood hazard.
- 2.05.035 Compliance.
- 2.05.040 Penalties for noncompliance.
- 2.05.050 Abrogation and greater restrictions.
- 2.05.060 Interpretation.
- 2.05.070 Warning and disclaimer of liability.

Article III. Administration

- 2.05.080 Establishment of development permit.
- 2.05.090 Designation of the administration.
- 2.05.100 Duties and responsibilities of the administrator.

Article IV. Provisions for Flood Hazard Reduction

- 2.05.110 [Reserved]
- 2.05.120 Anchoring.
- 2.05.130 Construction materials and methods.
- 2.05.135 Storage of Materials and Equipment.
- 2.05.140 Utilities.
- 2.05.150 Subdivision proposals.
- 2.05.160 Review of building permits.
- 2.05.170 Specific standards.
- 2.05.180 Residential construction.
- 2.05.190 Nonresidential construction.
- 2.05.200 Manufactured homes.
- 2.05.210 Recreational vehicles.
- 2.05.215 Enclosed Areas Below the Lowest Floor.
- 2.05.220 Crawlspace.
- 2.05.230 AE and A1-30 zones with base flood elevations but no floodways.
- 2.05.240 Standards for shallow flooding areas (AO zones).
- 2.05.250 ~~Enerochments~~Floodways.
- 2.05.260 Critical Facilities.

Article I. Definitions

**2.05.010 Definitions.**

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

“Alteration of watercourse” means any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.

“Appeal” means a request for a review of the interpretation of any provision of this ordinance or a request for a variance.

“Area of shallow flooding” means a designated AO, AH, AR/AO or AR/AH (or VO) zone on the flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average. ~~The base flood~~ depths range

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from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. Also referred to as the sheet flow area.

“Area of special flood hazard” means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as zone A, AO, AH, AI-30, AE, A99, AR (V, VO, V1-30, VE). “Special flood hazard area” is synonymous in meaning with the phrase “area of special flood hazard”.

“ASCE 24” means the most recently published version of ASCE 24, Flood Resistant Design and Construction, published by the American Society of Civil Engineers.

“Base flood” means the flood having a one percent chance of being equaled or exceeded in any given year. Also referred to as the “100-year flood.”

“Base Flood Elevation (BFE)” means the elevation to which floodwater is anticipated to rise during the base flood.

“Basement” means any area of the building having its floor sub-grade (below ground level) on all sides.

“Building” see “Structure.”

“Building Code” means the currently effective versions of the International Building Code and the International Residential Code adopted by the State of Washington Building Code Council.

“Critical Facility” means a facility for which even a slight chance of flooding might be too great. Critical facilities include (but are not limited to) schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.

“Development” means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

“Development permit” means a generic term that includes any and all reviews, licenses, authorizations, approvals, permits, etc., that allow the city a right of review on proposals that ultimately result in a physical alteration to the environment.

“Elevated Building” means, for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

“Elevation Certificate” means an administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

“Essential Facility” this term has the same meaning as “Essential Facility” defined in ASCE 24. Table 1-1 in ASCE 24-14 further identifies building occupancies that are essential facilities.

“Existing Manufactured Home Park or Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by the community.

“Expansion to an Existing Manufactured Home Park or Subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

“Farmhouse” means a single-family dwelling located on a farm site where resulting agricultural products are not produced for the primary consumption or use by the occupants and the farm owner.

“Flood” or “flooding” means

1) a general and temporary condition of partial or complete inundation of normally dry land areas from:

~~(a)~~ The overflow of inland or tidal waters; and/or

~~(b)~~ The unusual and rapid accumulation of runoff of surface water from any source.

(c) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces or normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

2) The collapse or subsidence of land along the shore of a lake or other body of water —as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)(a) of this definition.

“Flood elevation study” means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as a Flood Insurance Study (FIS).

“Flood insurance rate map (FIRM)” means the official map on which the Federal Insurance ~~Administration~~ ~~Administrator~~ has delineated both the areas of special flood hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

~~“Flood insurance study” means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood boundary floodway map, and the water surface elevation of the base flood.~~

“Floodplain or flood-prone area” means any land area susceptible to being inundated by water from any source. See “Flood or flooding.”

“Floodplain Administrator” means the community official designated by title to administer and enforce the floodplain management regulations.

“Floodplain management regulations” means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other application of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

“Flood proofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. Flood proofed structures are those that have the structural integrity and design to be impervious to floodwater below the Base Flood Elevation.

“Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as “Regulatory Floodway.”

“Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.



“Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

“Historic structure” means any structure that is:

- 1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- 2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- 3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- 4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - a) By an approved state program as determined by the Secretary of the Interior, or
  - b) Directly by the Secretary of the Interior in states without approved programs.

“Lowest floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area is not considered a building’s lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter (provided there are adequate flood ventilation openings).

“Manufactured home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. ~~For floodplain management purposes, the term “manufactured home” also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, the term “manufactured home” does not include park trailers, travel trailers, and other similar vehicles. The term “manufactured home” does not include a “recreational vehicle.”~~

“Manufactured home park or subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

“Mean Sea Level” for purposes of the National Flood Insurance Program means the vertical datum to which Base Flood Elevations shown on a community’s Flood Insurance Rate Map are referenced.

“New construction” means, ~~structures for which the “start of construction” commenced on or after the effective date of the ordinance codified in this chapter. for the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.~~

“New Manufactured Home Park or Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations adopted by the community.

“One-hundred-year flood or 100-year flood” see “Base flood.”

“Reasonably Safe from Flooding” means development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means, reasonably safe from flooding means that the lowest floor is at least two foot above the Highest Adjacent Grade.

“Recreational vehicle” means a vehicle:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

“Start of construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The “actual start” means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the state of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, foots, piers or foundation or the erection of temporary forms; nor does it include the installation on a property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

“Substantial Damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

“Substantial improvements” means any repair, reconstruction, addition, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage,” regardless of the actual repair work performed. either:

(1) Before the improvement or repair is started; or

(2) If the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term can exclude:

- (3) Any project for improvement of a structure to correct pre-cited violations of state or local health, sanitary, or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

(4) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure." -listed in the National Register of Historic Places or a State Inventory of Historic Places.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. (Ord. 2016-02 § 1; Ord. 2004-18 § 1)

"Variance" means a grant of relief by a community from the terms of a floodplain management regulation.

"Water surface elevation" means the height, in relation to the vertical datum utilized in the applicable flood insurance study of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

"Water Dependent" means a structure for commerce or industry that cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.

## **Article II. General Provisions**

### **2.05.020 Lands to which this chapter applies.**

This chapter shall apply to all areas of special flood hazards within the jurisdiction of the city of Wenatchee. ~~This chapter shall only apply to those areas where sufficient information is available to properly implement these regulations.~~ (Ord. 2016-02 § 1; Ord. 2004-18 § 2.1)

### **2.05.030 Basis for establishing the areas of special flood hazard.**

The areas of special flood hazard identified by the Federal Insurance ~~Administration Administrator~~ in a scientific and engineering reports entitled "The Flood Insurance Study for the City of Wenatchee, Chelan County, Washington" dated January 6, ~~1996~~1994, and ~~subsequent Letter of Map Amendment (LOMR) dated May 13, 1996,~~ and "The Flood Insurance Study for Chelan County," dated February 4, 1981, and revised September 30, 2004, and any revisions thereto, with accompanying ~~Flood Insurance Rate Map~~ dated January 6, 1994, ~~the subsequent Letter of Map Amendment (LOMR) dated May 13, 1996~~ and any revisions thereto, ~~is~~are hereby adopted by reference and declared to be a part of this chapter. The ~~Flood Insurance Study and FIRM~~ isare on file at 1350 McKittrick Street. The best available information for flood hazard area identification as outlined in Section 2.05.100(2) shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under Section 2.05.100(2). (Ord. 2016-02 § 1; Ord. 2004-18 § 2.2)

### **2.05.035 Compliance.**

All development within special flood hazard areas is subject to the terms of this ordinance and other applicable regulations.

### **2.05.040 Penalties for noncompliance.**

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a code violation. Any person who violates this chapter or fails to comply with any of its requirements shall pay all costs and expenses involved in this case. Nothing herein contained shall prevent the city of Wenatchee from taking such other lawful action as is necessary to prevent or remedy violations. (Ord. 2016-02 § 1; Ord. 2004-18 § 2.3)

### **2.05.050 Abrogation and greater restrictions.**

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Ord. 2016-02 § 1; Ord. 2004-18 § 2.4)

### **2.05.060 Interpretation.**

In the interpretation and application of this chapter, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit or repeal any other powers granted under state statute. (Ord. 2016-02 § 1; Ord. 2004-18 § 2.5)

**2.05.070 Warning and disclaimer of liability.**

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding and flood damages. This chapter shall not create liability on the part of the city of Wenatchee, any officer or employee thereof, for any flood damage that results from reliance on this chapter or any administrative decision lawfully made herein. (Ord. 2016-02 § 1; Ord. 2004-18 § 2.6)

**Article III. Administration**

**2.05.080 Establishment of development permit.**

(1) Development Permit Required. A development permit shall be obtained before construction or development begins within an area of special flood hazard established in WCC 2.05.030. The permit shall be for all structures, including manufactured homes, as set forth in WCC 2.05.010, Definitions, and for all development including fill and other activities, also as set forth in WCC 2.05.010, Definitions.

(2) Application for Development Permit. Application for a development permit shall be made on forms furnished by the local administration and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

(a) Elevation, in relation to ~~adjacent grade~~mean sea level, of the lowest floor (including basement) of all structures;

(b) Elevation in relation to ~~adjacent grade~~mean sea level to which any structure has been floodproofed;

(c) In AO zones, elevation in relation to highest adjacent grade, of the lowest floor (including basement) of all structures;

(d) In AO zones, elevation in relation to highest adjacent grade to which any structure has been floodproofed.

~~(e)~~ Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in WCC 2.05.190; and

~~(d)~~ Description of the extent to which a watercourse will be altered or relocated as a result of proposed development. (Ord. 2016-02 § 1; Ord. 2004-18 § 3.1)

**2.05.090 Designation of the ~~Floodplain~~ Floodplain ~~Administration~~.**

The planning director, building official, or their designee is hereby appointed to administer and implement this chapter by granting or denying development permit applications in accordance with its provisions. The Floodplain Administrator may delegate authority to implement these provisions. (Ord. 2016-02 § 1; Ord. 2004-18 § 3.2)

**2.05.100 Duties and responsibilities of the ~~Floodplain~~ Floodplain ~~Administrator~~.**

Duties of the administrator shall include, but not be limited to:

- (1) Permit Review.

(a) Review all development permits to determine that the permit requirements of this chapter have been satisfied.

(b) Review all development permits to determine that all necessary permits have been obtained from those federal, state and local governmental agencies from which prior approval is required.

(c) Review all development permits to determine that the site is reasonably safe from flooding.

(d) Review all development permits to determine that the proposed development is not located in the floodway. If located in the floodway, assure the encroachment provisions of section 2.05.250(1) are met.

(e) Notify FEMA when annexations occur in the Special Flood Hazard Area.

(f) Notify FEMA of changes to the base flood elevation within six months of when technical information of such changes becomes available. Such notification shall include technical or scientific information.

(2) Use of Other Base Flood Data. When base flood elevation data has not been provided in accordance with WCC 2.05.030, Basis for establishing the areas of special flood hazard, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer WCC 2.05.170 through 2.05.230, Specific standards, and WCC 2.05.240, Standards for shallow flooding areas (AO zones).

(3) Information to Be Obtained and Maintained.

(a) Where base flood elevation data is provided through the flood insurance study, FIRM, or required as in subsection (2) of this section, obtain and maintain a record of the actual (as built) elevation (~~above adjacent grade in Zone AO; above in relation to above adjacent grade in Zone AO; (in relation to mean sea level in other zones in Zones A, AE)~~ of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.

(b) For all new or substantially improved floodproofed nonresidential structures where base flood elevation data is provided through FIS, FIRM, or as required in subsection (2) of this section:

(i) ~~Verify Obtain and maintain a record of the actual elevation (above adjacent grade in Zone AO) (above adjacent grade in AO zones and above in relation to mean sea level in other zones in Zones A, AE) to which the structure was floodproofed; and~~

(ii) Maintain the floodproofing certifications required in WCC 2.05.080(2)(c).

(c) For AO zones, obtain and maintain a record of the actual (as-built) elevation of the lowest floor (including basement) above the highest adjacent grade of all new or substantially improved structures, and whether or not the structure contains a basement.

d) For all new or substantially improved floodproofed nonresidential structures in AO zones:

(i) Obtain and maintain a record of the elevation above the highest adjacent grade to which the structure was floodproofed.

(ii) Maintain the floodproofing certifications required in WCC.2.05.080(2)(c).

(e) Maintain for public inspection all records pertaining to the provisions of this chapter.

(f) Certification required by Section 2.05.250(1) (floodway encroachments).

(g) Records of all variance actions, including justification of their issuance.

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(h) Improvement and damage calculations.

(4) Alteration of Watercourses.

(a) Notify adjacent communities and the Washington State Department of Ecology prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Insurance ~~Administration~~ Administrator through appropriate notification means.

(b) Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.

(5) Interpretation of FIRM Boundaries. Make interpretation where needed, as to exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation. Such appeals shall be granted consistent with the standards of Section 60.6 of the Rules and Regulations of the National Flood Insurance Program (44 CFR 59-76). (Ord. 2016-02 § 1; Ord. 2004-18 § 3.3)

**Article IV. Provisions for Flood Hazard Reduction**

**2.05.110 [Reserved]**

**2.05.120 Anchoring.**

(1) All new construction and substantial improvements, including those related to manufactured homes, shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads including the effects of buoyancy.

(2) All manufactured homes must likewise be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques). (Ord. 2016-02 § 1; Ord. 2004-18 § 4.1-1)

**2.05.130 Construction materials and methods.**

(1) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

(2) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

(3) Electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.1-2)

**2.05.135 Storage of Materials and Equipment.**

(1) The storage or processing of materials that could be injurious to human, animal, or plant life if released due to damage from flooding is prohibited in special flood hazard areas.

(2) Storage of other material or equipment may be allowed if not subject to damage by floods and if firmly anchored to prevent flotation, or if readily removable from the area within the time available after flood warning.

**2.05.140 Utilities.**

(1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water wells shall be located on high ground that is not in the floodway;

(2) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and

(3) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.1-3)

**2.05.150 Subdivision proposals and development.**

(1) All subdivision proposals [as well as new development](#) shall be consistent with the need to minimize flood damage;

(2) All subdivision proposals [as well as new development](#) shall have public utilities and facilities such as sewer, gas, electric, and water systems located and constructed to minimize or eliminate flood damage;

(3) All subdivision proposals [as well as new development](#) shall have adequate drainage provided to reduce exposure to flood damage; and

(4) Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed development which contain at least 50 lots or five acres (whichever is less). (Ord. 2016-02 § 1; Ord. 2004-18 § 4.1-4)

**2.05.160 Review of building permits.**

Where elevation data is not available either through the flood insurance study, [FIRM](#), or from another authoritative source (WCC 2.05.100(2)), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.1-5)

**2.05.170 Specific standards.**

In all areas of special flood hazards where base flood elevation data has been provided as set forth in WCC 2.05.030, Basis for establishing the areas of special flood hazard, or WCC 2.05.100(2), Use of Other Base Flood Data, the provisions of WCC 2.05.180 through 2.05.230 are required. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.2)

**2.05.180 Residential construction.**

(1) [In AE and AI-30 zones or other A zoned areas where the BFE has been determined or can be reasonably obtained, New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated ~~to one foot~~ or more above the base flood elevation. \[Mechanical equipment and utilities shall be waterproofed or elevated at least one foot above the BFE.\]\(#\)](#)

(2) Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following criteria:

(a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than one foot above grade.

(c) Openings may be equipped with screens, louvers, or other coverings or devices; provided, that they permit the automatic entry and exit of floodwaters. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.2-1)

[\(d\) A garage attached to a residential structure, constructed with the garage flood slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters.](#)

[\(3\) New construction and substantial improvement of any residential structure in an AO zone shall meet the requirements in Section 2.05.240.](#)

(4) New construction and substantial improvement of any residential structure in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the Highest Adjacent Grade.

**2.05.190 Nonresidential construction.**

New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of subsection 1 or 2, below:

(1) New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet all of the following requirements:

(a) In AE and A1-30 zones or other A zoned areas where the BFE has been determined or can be reasonably obtained shall have the lowest floor, including basement, elevated to the level of one foot or more above the base flood elevation, or elevated as required by ASCE 24, whichever is greater. Mechanical equipment and utilities shall be waterproofed or elevated at least one foot above the BFE, or as required by ASCE 24, whichever is greater; or together with attendant utility and sanitary facilities, shall:

(b) If located in an AO zone, the structure shall meet the requirements in Section 2.05.240.

(c) If located in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained, the structure shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the Highest Adjacent Grade.

(d) Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

- i) Have a minimum of two openings with a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.
- ii) The bottom of all openings shall be no higher than one foot above grade.
- iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwater.
- iv) A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters.

Alternatively, a registered engineer or architect may design and certify engineered openings.

(2) If the requirements of subsection 1 are not met, then new construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet all of the following requirements:

(1a) Be floodproofed so that below one foot or more above the base flood level the structure is watertight with walls substantially impermeable to the passage of water or dry flood proofed to the elevation required by ASCE 24, whichever is greater;

(b2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

(3c) Be certified by a registered professional engineer or architect that the design and method of construction are in accordance with acceptable standards of practice for meeting provisions of this subsection based on their development and/or review of the structure design, specifications and plans. Such certifications shall be provided to the official as set forth in WCC 2.05.100(3)(b).



(d4) Nonresidential structures that are elevated, not floodproofed, must meet the same standard for space below lowest floor as described in WCC 2.05.180(2).

(5e) Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building constructed to the base flood level will be rated as one foot below that level. [Flood proofing the building an additional foot will reduce insurance premiums](#)). (Ord. 2016-02 § 1; Ord. 2004-18 § 4.2-2)

#### **2.05.200 Manufactured homes.**

All manufactured homes to be placed or substantially improved within the floodplain shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is [at-elevated one foot or more](#) above the base flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of WCC 2.05.120(2). (Ord. 2016-02 § 1; Ord. 2004-18 § 4.2-3)

#### **2.05.210 Recreational vehicles.**

Recreational vehicles placed on sites are required to either:

- (1) Be on site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, on wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or
- (3) Meet the requirements of WCC 2.05.200 and the elevation and anchoring requirements for manufactured homes. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.2-3)

#### **[2.05.215 Enclosed Area Below the Lowest Floor](#)**

[If buildings or manufactured homes are constructed or substantially improved with fully enclosed areas below the lowest floor, the areas shall be used solely for parking of vehicles, building access, or storage.](#)

#### **2.05.220 Crawlspace.**

Crawlspace are commonly used as a method of elevating buildings in SFHAs to or above the BFE. General NFIP requirements that apply to all crawlspaces that have enclosed areas or floors below the BFE include the following:

- (1) The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effect of buoyancy. Hydrostatic loads and the effects of buoyancy can usually be addressed through the required openings discussed below. Because of hydrostatic loads, crawlspace construction is not recommended in areas with flood velocities greater than five feet per second unless the design is reviewed by a qualified design professional, such as a registered architect or professional engineer.
- (2) The crawlspace is an enclosed area below the BFE and, as such, must have openings that equalize hydrostatic pressures by allowing for the automatic entry and exit of floodwaters. The bottom of each flood vent opening can be no more than one foot above the lowest adjacent exterior grade. (For guidance on flood openings, see Technical Bulletin 1-93, Openings in Foundation Walls.)
- (3) Portions of the building below the BFE must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawlspace used to elevate the building, but also any joists, insulation, or other materials that extend below the BFE. The recommended construction practice is to elevate the bottom of joists and all insulation above BFE.
- (4) Any building utility systems within the crawlspace must be elevated above the BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions. Duct work in particular must either be placed above the BFE or sealed from floodwaters.
- (5) In addition to the above requirements, the following provisions apply to below-grade crawlspaces:

- (a) The interior grade of a crawlspace below the BFE must not be more than two feet below the lowest adjacent exterior grade (LAG).
- (b) The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall, must not exceed four feet at any point.
- (c) There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event. Possible options include natural drainage through porous, well-drained soils and drainage systems such as perforated pipes, drainage tiles, or gravel or crushed stone drainage by gravity or mechanical means.
- (d) The velocity of floodwaters at the site should not exceed five feet per second for any crawlspace.
- (e) Below-grade crawlspace construction in accordance with the requirements listed above will not be considered basements.

(6) All crawlspace construction shall conform to FEMA Technical Bulletin 11-01, Crawlspace Construction for Buildings Located in Special Flood Hazard Areas. (Ord. 2016-02 § 1; Ord. 2007-29 § 1; Ord. 2004-18 § 4.2-4)

**2.05.230 AE and A1-30 zones with base flood elevations but no floodways.**

In areas with base flood elevation, but no regulatory floodway has been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.2-4)

**2.05.240 Standards for shallow flooding areas (AO zones).**

Shallow flooding areas appear on FIRMs as AO zones with depth designations. The base flood depths in these zones range from one to three feet above ground where a clearly defined channel does not exist, or where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is usually characterized as sheet flow. In these areas, the following provisions apply:

- (1) New construction and substantial improvements of residential structures and manufactured homes within AO zones shall have the lowest floor (including basement and mechanical equipment) elevated above the highest grade adjacent to the building, ~~to one foot~~ or more above the depth number specified on the FIRM (at least two feet above the highest adjacent grade to the structure if no depth number is specified).
- (2) New construction and substantial improvements of nonresidential structures within AO zones shall either:
  - (a) Have the lowest floor (including basement) elevated above the highest adjacent grade of the building site, ~~to one foot~~ or more above the depth number specified on the FIRM (at least two feet if no depth number is specified); or
  - (b) Together with attendant utility and sanitary facilities, be completely floodproofed to or above the level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capacity of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer or architect as in WCC 2.05.190(32).
- (3) Require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.
- (4) Recreational vehicles placed on sites within AO zones on the community's FIRM are required to either:
  - (a) Be on site for fewer than 180 consecutive days; or
  - (b) Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or

(c) Meet the requirements of subsections (1) and (3) of this section and the anchoring requirements for manufactured homes of WCC 2.05.120. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.3)

**2.05.250** Encroachments Floodways.

Located within areas of special flood hazard established in Section 2.05.030 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that can carry debris, and increase erosion potential, the following provisions apply:

(1) No Rise Standard. Prohibit encroachments, including fill, new construction, substantial improvements, and other development, unless certification by a registered professional engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge.

The cumulative effect of any proposed development, when combined with all other existing and anticipated development, shall not increase the water surface elevation of the base flood more than one foot at any point. (Ord. 2016-02 § 1; Ord. 2004-18 § 4.4)

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<sup>1</sup> Prior legislation: Ord. 2259.

(2) Residential Construction in Floodways. Construction or reconstruction of residential structures is prohibited within designated floodways, except for (i) repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; and (ii) repairs, reconstruction or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either, (A) before the repair, or reconstruction is started, or (B) if the structure has been damaged, and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or to structures identified as historic places, may be excluded in the 50 percent.

(3) All Other Building Standards Apply in the Floodway. If Section 2.05.250(1) is satisfied or construction is allowed pursuant to Section 2.05.250(2), all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this chapter.

**2.05.260** Critical Facility.

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the SFHA (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Flood proofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the BFE shall be provided to all critical facilities to the extent possible.

## SECTION II

If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality shall have no effect on any other section, sentence, clause or phrase of this Ordinance.

**SECTION III**

This Ordinance shall take effect thirty (30) days from and after its passage, approval 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:** Glen DeVries, Community Development Director  
Community Development Department

**MEETING DATE:** November 10, 2021

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### I. **SUBJECT**

The cities of East Wenatchee and Wenatchee have entered into an interlocal agreement for affordable housing and housing related services. The Wenatchee City Council has the responsibility to appoint three task force members to establish the Columbia River Homeless Housing Task Force, implementing the interlocal agreement.

### II. **ACTION REQUESTED**

Staff recommends that the Wenatchee City Council approve Resolution No. 2021-35, appointing three members to the Columbia River Task Force for two-year terms including Linda Herald, Steve Clem, and Steve Crown.

### III. **OVERVIEW**

The Columbia River Homeless Housing Task Force will be a voluntary local advisory committee that will advise the cities on updating maintaining and implementing the local homeless housing plan and will participate in a local homeless housing program. The task force will consist of seven voting members and may also include nonvoting members. The Wenatchee City Council has the following categories for appointments:

- One member who resides within the City of Wenatchee, Linda Herald;
- One member who is a representative of a non-profit organization with experience in low income housing, Steve Clem; and
- One member who resides within Chelan County, Steve Crown.

The City of East Wenatchee has the same responsibility for appointments under the interlocal agreement. City staff have been coordinating with East Wenatchee to recommend a range of expertise for the task force appointments. The mayors of both cities shall also jointly appoint one member who is homeless or formerly homeless. The City of Wenatchee is statutorily required to establish and maintain a homeless housing task force. As the task force is formed, staff will be recommending that non-voting members be added to provide additional valuable expertise and discourse on program development.

### IV. **FISCAL IMPACT**

No fiscal impacts are associated with the appointments. Task force recommendations are forwarded to the Wenatchee City Council for fiduciary oversight and decision making.

**V. PROPOSED PROJECT SCHEDULE**

Appointments by the East Wenatchee City Council are anticipated in December, 2021. An initial first meeting of the task force is anticipated January 2022.

**VI. REFERENCE(S)**

1. Interlocal Agreement Affordable Housing and Housing Related Services
2. Proposed Resolution No. 2021-35

**VII. ADMINISTRATIVE ROUTING**

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

## RESOLUTION NO. 2021-35

**A RESOLUTION,** appointing three members to the Columbia River Homeless Housing Task Force for a two (2) year term.

**WHEREAS,** Linda Herald, Steve Clem, and Steve Crown have expressed an interest to serve as members of the Columbia River Homeless Housing Task Force for a two-year term; and

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE** makes the following appointment to the Columbia River Homeless Housing Task Force for the term noted:

<u>NAME &amp; ADDRESS</u>	<u>TERM EXPIRES</u>
Steve Clem 512 Second St., Apt. #4 Wenatchee, WA 98801	December 31, 2023
Linda Herald City of Wenatchee Councilmember	December 31, 2023
Steve Crown City of Wenatchee Police Chief	December 31, 2023

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 18<sup>th</sup> day of November, 2021.

CITY OF WENATCHEE, a Municipal  
Corporation

By \_\_\_\_\_  
FRANK J. KUNTZ, Mayor

ATTEST:

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

APPROVED:

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



Return Address:  
Glen A. DeVries  
Community Development Department  
City of Wenatchee  
P.O. Box 519  
Wenatchee, WA 98807-0519

Skip Moore, Auditor, Chelan County, WA. AFN # **2555408**  
Recorded 10/22/2021 at 01:14 PM  
**INAGMT** Pages: 9  
Filing Instrument \$211.50  
CITY OF WENATCHEE

## INTERLOCAL AGREEMENT AFFORDABLE HOUSING AND HOUSING RELATED SERVICES

<p>Reference numbers of related documents: N/A</p> <p>Grantors:</p> <ol style="list-style-type: none"><li>1. CITY OF EAST WENATCHEE</li><li>2. CITY OF WENATCHEE</li></ol> <p>Grantees:</p> <ol style="list-style-type: none"><li>1. Same as Grantors.</li></ol> <p>Legal Description:</p> <ol style="list-style-type: none"><li>1. N/A</li><li>2. Additional legal description is on page N/A of document</li></ol> <p>Assessor's Property Tax Parcel Number(s): N/A</p>
<p>Filed with the Auditor pursuant to RCW 39.34.040</p>

### Parties

THIS AGREEMENT is entered into between the City of East Wenatchee and the City of Wenatchee, municipal corporations organized and existing under the laws of the State of Washington, for the purpose of compliance with RCW 43.185C.080 and RCW 82.14.530 and coordination and administration of affordable housing and housing related services between the cities of Wenatchee and East Wenatchee. The City of East Wenatchee and the City of Wenatchee may be referred to herein individually as a "Party" or collectively as the "Parties."

### Recitals

WHEREAS, RCW 43.185C.050 directed each local homeless housing task force to prepare and recommend to its local government legislative authority a five-year local homeless housing plan for its jurisdictional area which is aimed at eliminating homelessness. The Parties have adopted a five-year local homeless housing plan applicable to each jurisdiction; and

WHEREAS, the Parties desire to work collaboratively to establish a task force to maintain and update the Five-Year Local Homeless Housing Plan and to administer the applicable homeless surcharges that are being collected by the Chelan County Auditor's Office for the City of Wenatchee under RCW 43.185C.080, RCW 36.22.179 and RCW 36.22.1791, funds collected for the Parties under RCW 82.14.530 and any additional funds the Parties allocate to the task force to implement the Five-Year Local Homeless Housing Plan; and

WHEREAS, as authorized by RCW 82.14.530, each Party has imposed a sales and use tax for housing and related services. As authorized by RCW 43.185C.080(2), the Parties may contract with each other to execute programs contributing to the overall goal of ending homelessness within a defined service area; and

WHEREAS, according to RCW 43.185C.050, eligible activities under a local plan include: rental and furnishing of dwelling units for the use of homeless persons; costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness; operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals; services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness; temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless; outreach services for homeless individuals and families; development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals; rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and their activities to reduce and prevent homelessness as identified for funding in the local plan; and

WHEREAS, RCW 39.34.010 permits local governments to make the most efficient use of their powers by enabling them to cooperate with other municipalities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will be most beneficial in meeting the needs of the participating communities; and

WHEREAS, the Parties wish to continue to work collaboratively and combine all above-referenced funds to be administered by one entity to serve the residents of the cities of East Wenatchee and Wenatchee consistent with the Local Homeless Housing Plan adopted by the Parties as now or hereafter may be updated.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is for the Parties to collaboratively establish a task force to maintain and update the Five-Year Local Homeless Housing Plan and to administer the applicable homeless surcharges that are being collected by the Chelan County Auditor's Office for the City of Wenatchee under RCW 43.185C.080, 36.22.179 and 36.22.1791, funds collected for the Parties under RCW 82.14.530 and any additional funds the Parties allocate to the task force to implement the Five-Year Local Homeless Housing Plan.
2. Duration and Termination. The term of this Agreement shall commence upon approval of the Parties. This Agreement will be recorded with the Chelan County Auditor's Office by the City of Wenatchee and may be posted to the websites of the Parties hereto at their discretion. This Agreement shall remain in effect until terminated by any Party upon not less than one hundred eighty (180) days prior written notice to the other Parties. Any contractual agreements made

by the Parties shall be binding upon the Parties for the duration identified in the applicable contracts. The withdrawal or termination by any one Party shall terminate the Agreement.

### 3. Administration.

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

3.2. The Parties hereby create the Columbia River Homeless Housing Task Force ("Task Force"), a voluntary local advisory committee that will advise the Parties on updating, maintaining and implementing the local homeless housing plan and will participate in a local homeless housing program. The Task Force will consist of seven voting members appointed as follows:

- The East Wenatchee City Council will appoint one member who resides within the City of East Wenatchee.
- The Wenatchee City Council will appoint one member who resides within the City of Wenatchee.
- The East Wenatchee City Council will appoint one member who is a representative of a non-profit organization with experience in low income housing.
- The Wenatchee City Council will appoint one member who is a representative of a non-profit organization with experience in low income housing.
- The East Wenatchee City Council will appoint one member who resides within Douglas County.
- The Wenatchee City Council will appoint one member who resides within Chelan County.
- The Mayor of East Wenatchee and the Mayor of Wenatchee will jointly appoint one member who is homeless or formerly homeless.
- At the discretion of the Parties, additional non-voting members may be appointed.

The Bylaws of the Task Force shall be approved by the Parties.

3.3. The City of Wenatchee shall be the lead entity for the administration of the local homeless housing programs and funds serving Wenatchee and East Wenatchee funded under this Agreement.

3.4. The City of Wenatchee, in its lead entity role, shall be responsible for the day-to-day operational management of the homeless funds and implementation of the Five-Year Local Homeless Housing Plan. Specific lead entity duties include:

- Administration:
  - Applying for grant funding where directed by the Parties.
  - Managing and maintaining homeless/housing provider contracts including grant development, fiscal reimbursement, and performance monitoring.

- Mediating disputes between program participants and homeless service providers.
- Maintaining staff to fulfill all lead entity duties.
- Developing policies and procedures for contracted service providers that ensure compliance with contract requirements.
- Monitoring performance and compliance with contractual requirements.
- Coordinating all Task Force meetings and events.
- Participate in the Chelan Douglas Homeless Housing Advisory Group for ongoing coordination.
- Coordinate with and seek partnerships with service providers to implement the direction and goals of the Parties.
- Planning:
  - Coordinate with the Parties and the Task Force to develop plan updates and amendments to prioritize program development and implementation.
  - Conducting gap analyses of needs and services available to the homeless population as it relates to the priorities of the Parties.
  - Developing performance measures that ensure programs are meeting the needs of homeless persons in the jurisdictions of the Parties, and community expectations expressed by the Parties.
  - Implementing planned goals and priorities adopted or directed by the Parties.
  - During new program development conduct joint and/or individual workshop(s) with the city councils to gather feedback and direction.
- Data Collection and Reporting:
  - Serving as the Homeless Management Information Data System lead for the Parties.
  - Participating in an annual Point-in-Time count of homeless individuals per HUD specifications.
  - Compiling and reporting on performance metrics to evaluate the effectiveness of programs developed by the Parties. Ensure that the metrics over time are effective in monitoring the priorities of the Parties.
  - Reporting duties specified by RCW 43.185C.045(3) and any other funding sources committed to this program.
  - Meet with and provide annual reports to a joint meeting of the Parties and the Task Force on program performance and development.
- System Coordination:
  - Coordinate with the regional coordinated entry system and service providers in the continuum of care.
  - Developing community partnerships with funders and organizations that serve homeless sub-populations (i.e. veterans, individuals exiting systems

of care, unaccompanied youth, chronically homeless individuals), and service providers within the continuum of care.

- Programs shall be limited to meeting the needs of the homeless in the incorporated cities of Wenatchee and East Wenatchee and shall not be offered regionally.

- Fiscal Oversight:

- Accounting for and managing all resources received from federal, state, and local sources to assure there is no waste, fraud, or abuse of funds.
- Processing all requests for reimbursements from funding recipients.
- Identifying and applying for new sources of funding as applicable.

3.5. The City of Wenatchee, as the contracted administrator of the program, shall work with the Task Force to develop funding decisions in conformance with all applicable statutes. The Wenatchee City Council will review and approve funding/contracting recommendations from the Task Force. In the event that a funding recommendation is declined by the Wenatchee City Council, representatives from each Party may request the Wenatchee City Council reconsider the decision in a public meeting.

3.6. The following shall be the Parties' contact persons for the daily administration of this Agreement:

Community Development Director  
City of Wenatchee  
P.O. Box 519  
Wenatchee, WA 98807-0519

Community Development Director  
City of East Wenatchee  
271 Ninth Street NE  
East Wenatchee, WA 98802

3.7. Official contract correspondence/notices should be addressed to the official clerk of each Parties' respective legislative entity.

#### 4. Funds, Reporting, Outreach and Administrative Costs.

4.1. The City of East Wenatchee shall transfer the balance of funds collected under RCW 82.14.530, twice annually on July 1 and December 31 to the City of Wenatchee. The City of Wenatchee may request interim transfers to facilitate the funding of specific projects or programs. The City of Wenatchee shall be entitled to retain 7% of the funds to cover administrative costs.

- 4.2. The City of Wenatchee shall develop a public outreach program which may include but not be limited to interaction with the press, public events, web postings public surveys and other means to gather feedback and provide information on homeless programs and priorities. All outreach efforts will be targeted to both cities.
- 4.3. The Task Force may not issue funding commitments in excess of two years without the express written approval of each Party's governing board. Any capital funding commitment beyond one calendar year shall require separate approval of the legislative authority of each Party. A withdrawal by a Party or termination of this Agreement shall not affect contractual commitments.
- 4.4. By January 31 of each year the City of Wenatchee will submit a written report to the other Parties to this Agreement providing a summary of the agencies and/or projects funded in the preceding year with funds referenced in this Agreement.
- 4.5. The Parties contemplate and approve the purchase of land or shelters, and as an alternative to a land purchase a land lease, for the purposes of siting and operating a low barrier shelter(s).
5. Local Homeless Housing Plan. Each Party shall adopt by resolution the Five Year Local Homeless Housing Plan prepared in conformance with the requirements of RCW 43.185C and all amendments.
6. No Assignment. Neither this Agreement nor any Party's rights or duties under this Agreement may be assigned without the prior written agreement of the other Parties.
7. Disposition of Assets and Liabilities Upon Termination. Termination shall be in accordance with those procedures set forth in Section 2. Upon termination of this Agreement by one or both Parties, equipment and other personal or real property purchased for the low barrier shelter(s) and/or the net proceeds from the sale of such assets, shall be distributed to the Parties proportionately to their contributions to the purchase of the asset. In lieu of distribution, the Parties may agree for a Parties' purchase of equipment or other personal or real property and payment to the other Party. Each Party shall assume and pay the obligations remaining due for the facilities, equipment and personal or real property it receives on dissolution and thereafter indemnify and hold the other Party harmless therefrom.
8. Conflict Resolution. In the event that a dispute between the Parties occurs, the dispute shall be submitted to arbitration pursuant to RCW Chapter 7.04, et. Seq., except as hereafter modified. Such arbitration shall be before one disinterested arbitrator, if one can be agreed upon by the Parties. If one arbitrator cannot be agreed upon, then each Party shall appoint one arbitrator, and a third arbitrator shall be appointed by both Parties. The Arbitrator may be any person not employed by the jurisdictions that desire the property.
  - 8.1. During a meeting with the Arbitrator, each jurisdiction interested in the property shall be permitted to make an oral and/or written presentation to the Arbitrator in support of its position.

8.2. At the conclusion of the presentation, the Arbitrator shall determine which jurisdiction will receive the property. The decision of the Arbitrator shall be final and binding and shall not be the subject of appeal or review.

8.3. If all arbitrators have not been appointed within ten (10) days after a written notice of for arbitration is served by one Party to the other, then either Party may apply to the Chelan County Superior Court, upon not less than five (5) days written notice to the other, for appointment of the necessary arbitrators remaining to be appointed. The judicial appointment(s) shall be final, conclusive and binding. The controversy shall be resolved and determined in accordance with the laws of Washington as applied to the facts found. Remedies, both equitable and legal, including injunctive relief, may be granted. The decision shall be final, conclusive and binding on the Parties and a judgment confirming the decisions may be entered in the Chelan County Superior Court.

9. Maintenance and Audit of Records

9.1. Each Party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.

9.2. These records shall be subject to inspection, review and audit by any Party or its designee, and the Washington State Auditor's Office.

9.3. Each Party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and Washington law.

10. Indemnification. Each Party to this Agreement shall defend, indemnify and hold harmless the other Parties, their agents, officers, employees, insurers, and elected officials, from and against any and all liability, loss or damage incurred as a result of claims, demands, suits, or actions resulting from any action or failure to act undertaken or existing under this Agreement to the extent of their sole, concurrent or comparative negligence, reckless or intentionally wrongful acts. No Party shall be responsible for the negligent acts, reckless or intentionally wrongful acts of another.

11. Independent Contractor. The Parties agree that the City of Wenatchee shall be at all times under this Agreement an independent contractor. Employees of the City of Wenatchee are and will remain employees of the City of Wenatchee.

12. Mutual Cooperation. All Parties agree to mutual cooperation and will make a good faith effort to assist one another in fulfilling the terms of this Agreement.

13. Venue/Attorney's Fees.

13.1. The venue for any and all suits brought to enforce or interpret the provisions of this Agreement shall be Chelan County.

13.2. In the event of any legal action or other proceeding to enforce or interpret the terms of this Agreement, each Party shall bear its own attorney's fees and costs incurred in that action or proceeding.

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

15. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties. This Agreement shall not be amended unless in writing signed by each of the Parties.

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement on the dates set forth below.

DATED this 19<sup>th</sup> day of October, 2021

CITY OF EAST WENATCHEE,  
a municipal corporation

By Jerrilea Crawford  
JERRILEA CRAWFORD, Mayor

ATTEST:

By Maria E. Holman  
MARIA HOLMAN, City Clerk

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DATED this 20<sup>th</sup> day of October, 2021

CITY OF WENATCHEE,  
a municipal corporation

By   
FRANK KUNTZ, Mayor

ATTEST:

By   
TAMMY STANGER, City Clerk



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Ruth Traxler, Senior Planner  
Community Development Department

**MEETING DATE:** November 18, 2021

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**I. SUBJECT**

Council authorization for the Mayor to sign the final mylar for the Federal Building Condominium Survey and Binding Site Plan Alteration, BSP-21-03.

**II. ACTION REQUESTED**

Staff recommends the City Council authorize the Mayor to sign the final mylar for the Federal Building Condominium Survey and Binding Site Plan Alteration, BSP-21-03.

**III. OVERVIEW**

The City of Wenatchee and LocalTel Federal Building, LLC submitted an application to the Community Development Department on July 16, 2021 to alter the LocalTel Federal Building Condominium Survey and Building Map (AFN 2478960). The alteration modifies the boundaries of the Joint Common Areas, Parking Common Areas, and Unit 1B. The changes will allow for the construction of a vestibule at the southeast corner of the loading dock, enclosure of the loading dock for storage use, removal of a transformer room access easement, and relocation of the common electrical utility equipment and the trash enclosure to improve functionality and parking availability. The driveway location on Methow Street will be relocated 13 feet to the south and the driveway location on Chelan Avenue will be relocated 2 feet to the south. The alteration does not create any new condominium units or common areas.

The preliminary binding site plan alteration was approved with conditions by the Hearing Examiner, in a decision posted on August 26, 2021. Community Development Department staff received the final binding site plan application on October 7, 2021 and reviewed the bluelines to ensure that the submittal addressed all requirements and conditions of approval. The final binding site plan alteration provided as a reference to this staff report represents the final draft of the mylar, with all revisions required by staff.

Wenatchee City Code (WCC) Section 11.18.080 requires that "the council shall authorize the mayor to sign the approved alteration or vacation." Community Development Department staff requests that the Council authorize the Mayor to sign the final binding site plan alteration, once the City Engineer and the Subdivision Administrator have signed the mylar certifying that the project complies with the applicable codes and conditions of the Hearing Examiner decision.

**IV. FISCAL IMPACT**

The City participated in the cost of the Binding Site Plan Alteration with Localtel Federal Building, LLC, for application and professional fees.

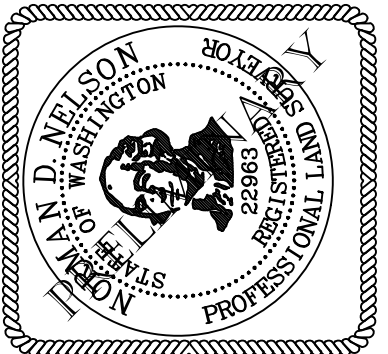
**V. REFERENCE(S)**

1. Final Federal Building Condominium Survey and Binding Site Plan Alteration, BSP-21-03
2. Staff Report to the Hearing Examiner, BSP-21-03

**VI. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk

# LOCALTEL FEDERAL BUILDING CONDOMINIUM SURVEY & BUILDING MAP: BSP 21-03 AMENDING PSP 18-01 AMENDMENT: ALTERATIONS TO BOUNDARIES OF JOINT USE AND PARKING COMMON AREAS AND UNIT 1B.



### DEDICATION

Know all men by these presents that the undersigned City of Wenatchee & Dimitri Mandelis, Managing Partner, of LocalTel Federal Building, LLC, a Washington Limited Liability Company of the real property described herein, declare these maps and plans and dedicate this property for condominium purposes. We further certify that all structural components and mechanical systems of all buildings containing or comprising any units hereby created are substantially completed. The drives, walks, streets, grounds and other common areas and facilities of the LocalTel Federal Building Condominium Survey are not dedicated to the public generally, but are specifically dedicated to the use and benefit of each unit owner as common elements and facilities according to the declaration recorded with the Chelan County Auditor under the File Number 2478961 and amended \_\_\_\_\_.

as recorded this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Dimitri Mandelis  
Managing Partner  
LocalTel Federal Building, LLC.

### CONSENT AND WAIVER OF CLAIMS

Know all men by these presents that LocalTel Federal Building, LLC, Dimitri Mandelis, Managing Partner in accordance with their desires, caused the hereon described property to be surveyed and platted into lots and streets under the name LocalTel Federal Building Binding Site Plan BSP 21-03 Amendment and does hereby reserve and dedicate all streets and other areas to the public, and individual or individuals, religious society or societies or to any corporation, public or private as shown on the plat. We hereby grant a waiver by ourselves of all claims for damages against any governmental authority which may be occasioned to the adjacent lands by the established construction, drainage and maintenance of public roads.

In witness whereof I have here to set my signature  
This \_\_\_\_\_ Day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Dimitri Mandelis  
Managing Partner  
LocalTel Federal Building, LLC.

### ACKNOWLEDGMENT

State of Washington)  
County of Chelan } ss.

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the above signed, personally appeared to me, known to be the person who executed the foregoing dedication and acknowledged to me that he signed the same as his free and voluntary act and deed for the use and purposed therein mentioned.

Witnessed my hand and seal the day and year last above mentioned.

\_\_\_\_\_  
Notary public in and for the State of Washington, residing at

CITY OF WENATCHEE BINDING SITE PLAN No. BSP 21-03

ASSESSOR'S PARCEL No.(s): 22-20-10-590-436, 22-20-10-600-080, 22-20-10-600-010  
22-20-10-600-020, 22-20-10-600-030, 22-20-10-600-040, 22-20-10-600-060, 22-20-10-600-090  
22-20-10-600-050, AND 22-20-10-600-070

### ORIGINAL TRACT OWNER

LocalTel Federal Building, LLC  
341 Grant Road  
East Wenatchee, WA 98802  
City of Wenatchee  
301 Yakima Street  
Wenatchee, WA 98801

EXISTING ZONING: CBD

WATER SOURCE: CITY OF WENATCHEE

SEWAGE SYSTEM: CITY OF WENATCHEE

### CONSENT AND WAIVER OF CLAIMS

Know all men by these presents that City of Wenatchee in accordance with their desires, caused the hereon described property to be surveyed and platted into lots and streets under the name LocalTel Federal Building Binding Site Plan BSP 21-03 Amendment and does hereby reserve and dedicate all streets and other areas to the public, and individual or individuals, religious society or societies or to any corporation, public or private as shown on the plat. We hereby grant a waiver by ourselves of all claims for damages against any governmental authority which may be occasioned to the adjacent lands by the established construction, drainage and maintenance of public roads.

In witness whereof I have here to set my signature  
This \_\_\_\_\_ Day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Print Name)  
City of Wenatchee

### ACKNOWLEDGMENT

State of Washington)  
County of Chelan } ss.

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the above signed, personally appeared to me, known to be the person who executed the foregoing dedication and acknowledged to me that he signed the same as his free and voluntary act and deed for the use and purposed therein mentioned.

Witnessed my hand and seal the day and year last above mentioned.

\_\_\_\_\_  
Notary public in and for the State of Washington, residing at

AUDITOR'S CERTIFICATE \_\_\_\_\_ FEE \_\_\_\_\_

Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_ M.

In book \_\_\_\_\_, page \_\_\_\_\_ of Short Plats at the request of LocalTel Federal Building LLC.

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AND PERSONAL SERVICE



Phone 509-663-8660 Fax 509-663-6278

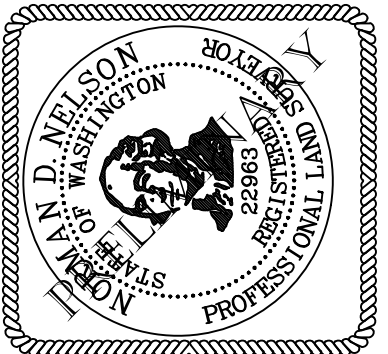
15 North Chelan Ave. Wenatchee, Wa. 98801

LOCALTEL FEDERAL BUILDING  
CONDOMINIUM SURVEY & BSP 21-03 AMENDMENT TO BSP 18-01  
T. 22. N., R. 20 E., W.M.  
PORTION OF THE NW 1/4 OF THE NE 1/4  
SECTION 10  
WASHINGTON  
CHELAN COUNTY  
FILE: 2021-06-14 LOCALTEL CONDO SURVEY AMENDMENT (2)  
DWN:JTM DSGN:  
DATE: 2021-10-07

21041  
PROJ. NO.

1 OF 10  
SHT.

# LOCALTEL FEDERAL BUILDING CONDOMINIUM SURVEY & BUILDING MAP: BSP 18-01A



### SURVEYOR'S CERTIFICATE CONDOMINIUM SURVEY

I hereby certify that the attached survey maps of LocalTel Federal Building Condominium Survey are based upon a actual survey of the land described herein in conformance with the requirements of the survey recording act and fully and accurately depicts all information required by RCW 64.34.232 and the building, unit numbers and location thereof as constructed to LocalTel Federal Building Condominium .

\_\_\_\_\_  
Norman D. Nelson Date  
Certificate No. 22963

### SURVEYOR'S DEPOSITION

State of Washington }  
County of Chelan } ss.

Norman D. Nelson, being duly sworn upon oath, deposes and says: I am the above named land surveyor, I have read the foregoing land surveyor's certificate, know the contents and believe the same to be true.

\_\_\_\_\_  
Norman D Nelson, P.L.S.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,

Residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

### EXAMINED AND APPROVED THE CITY OF WENATCHEE

\_\_\_\_\_  
Administrator Date

### CITY OF WENTACHEE ENGINEER

\_\_\_\_\_  
City Engineer Date

### SURVEYOR'S CERTIFICATE BINDING SITE PLAN

"I, Norman Nelson, registered as a land surveyor by the State of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by me or under my supervision, during the period of August 2017 through May 2018; that the distances, courses, and angles are shown thereon correctly; and that the monuments, other than the monuments approved for setting at later date, have been set and lot corners staked on the ground as depicted on the plat."

\_\_\_\_\_  
Norman D. Nelson Date  
Certificate No. 22963

### TREASURER'S CERTIFICATE

I, hereby certify that all taxes and assessments which have been levied and become chargeable against said property for 2021 and preceding years have been paid, satisfied and discharged, and that anticipated taxes in the amount of \_\_\_\_\_ for 2021 have been deposited with the Chelan County Treasurer this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Chelan County Treasurer Date

### LEGAL DESCRIPTION:

Parcel A (22-20-10-590-436)

Joint Common Area of the LocalTel Federal Building Condominiums, a condominium, according to Declaration thereof recorded under Chelan Count Recording No 24789612, and amendment(s) thereto said units are located on survey map and plans filed Book 35, at pages 85 through 93, records of Chelan County Washington.

Parcel B (22-20-10-600-080)

Common Unit A, LocalTel Federal Building Condominiums, a condominium, according to Declaration thereof recorded under Chelan Count Recording No 24789612, and amendment(s) thereto said units are located on survey map and plans filed Book 35, at pages 85 through 93, records of Chelan County Washington.

Parcel C (22-20-10-600-010)

Unit 1A, LocalTel Federal Building Condominiums, a condominium, according to Declaration thereof recorded under Chelan Count Recording No 24789612, and amendment(s) thereto said units are located on survey map and plans filed Book 35, at pages 85 through 93, records of Chelan County Washington.

Parcel D (22-20-10-600-020)

Unit 2, LocalTel Federal Building Condominiums, a condominium, according to Declaration thereof recorded under Chelan Count Recording No 24789612, and amendment(s) thereto said units are located on survey map and plans filed Book 35, at pages 85 through 93, records of Chelan County Washington.

Parcel E (22-20-10-600-030)

Unit 3 LocalTel Federal Building Condominiums, a condominium, according to Declaration thereof recorded under Chelan Count Recording No 24789612, and amendment(s) thereto said units are located on survey map and plans filed Book 35, at pages 85 through 93, records of Chelan County Washington.

Parcel F (22-20-10-600-040)

Unit B, LocalTel Federal Building Condominiums, a condominium, according to Declaration thereof recorded under Chelan Count Recording No 24789612, and amendment(s) thereto said units are located on survey map and plans filed Book 35, at pages 85 through 93, records of Chelan County Washington.

Parcel G (22-20-10-600-060)

Unit Parking A, LocalTel Federal Building Condominiums, a condominium, according to Declaration thereof recorded under Chelan Count Recording No 24789612, and amendment(s) thereto said units are located on survey map and plans filed Book 35, at pages 85 through 93, records of Chelan County Washington.

Parcel H (22-20-10-600-090)

Common Unit B, LocalTel Federal Building Condominiums, a condominium, according to Declaration thereof recorded under Chelan Count Recording No 24789612, and amendment(s) thereto said units are located on survey map and plans filed Book 35, at pages 85 through 93, records of Chelan County Washington.

Parcel I (22-20-10-600-050)

Unit 1B, LocalTel Federal Building Condominiums, a condominium, according to Declaration thereof recorded under Chelan Count Recording No 24789612, and amendment(s) thereto said units are located on survey map and plans filed Book 35, at pages 85 through 93, records of Chelan County Washington.

Parcel J (22-20-10-600-070)

Unit Parking B, LocalTel Federal Building Condominiums, a condominium, according to Declaration thereof recorded under Chelan Count Recording No 24789612, and amendment(s) thereto said units are located on survey map and plans filed Book 35, at pages 85 through 93, records of Chelan County Washington.

### TITLE REPORT:

Stewart Title Guaranty Company  
Guarantee No.: G-000-091652368, Order No. 30710  
Date: July 07, 2021

- 5. Chelan County PUD No. 1  
Eclectic transmission and/or Distribution system.  
AFN: 746850.  
As Shown on Sheet 3
- 8. Chelan County PUD No. 1  
Underground Utility Easement.  
AFN: 2520458  
As Shown on Sheet 3

A.F.N. \_\_\_\_\_

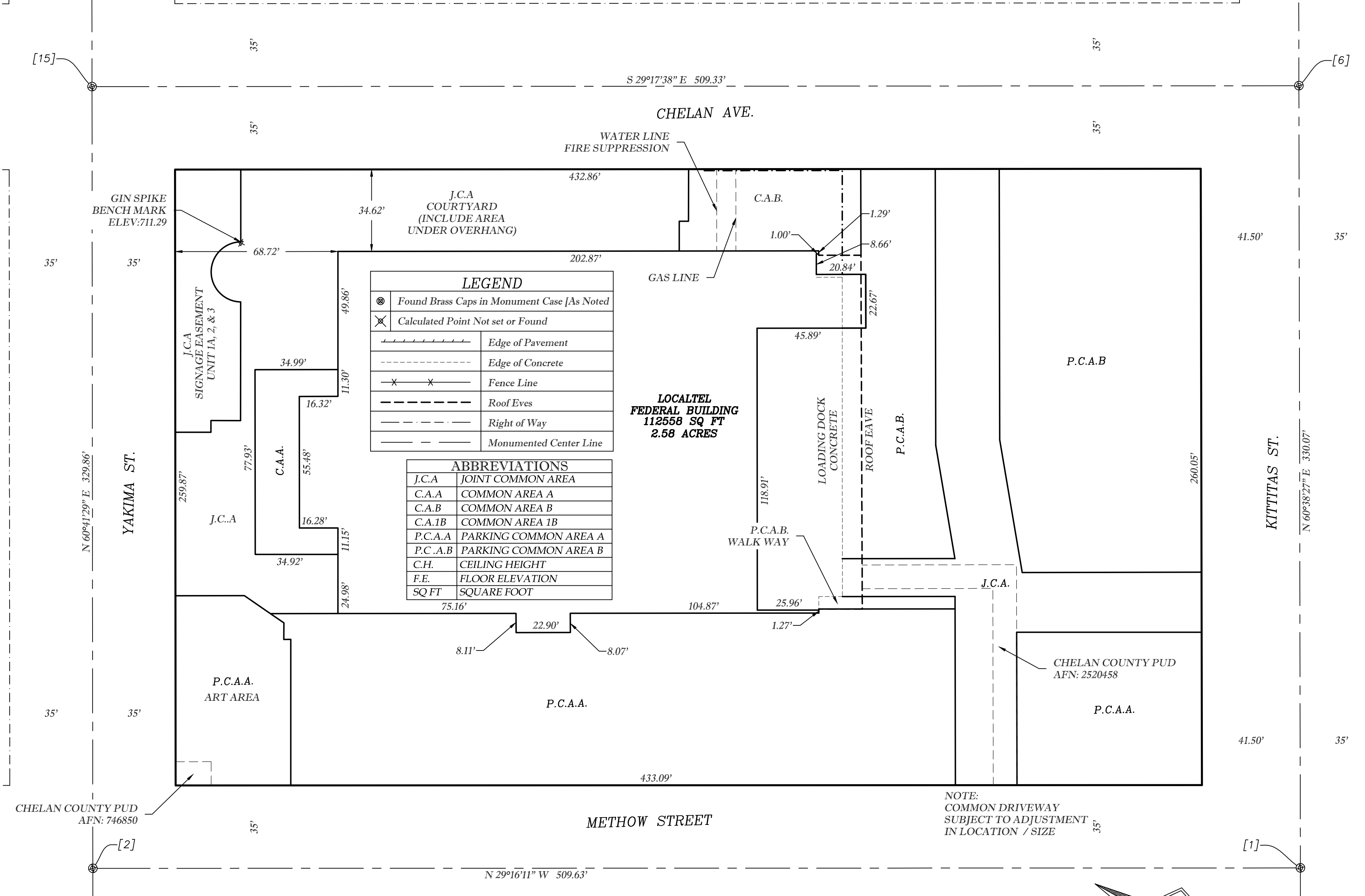
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LOCALTEL FEDERAL BUILDING  
CONDOMINIUM SURVEY & BSP 21-03 AMENDMENT TO BSP 18-01A AMENDMENT  
T. 22. N., R. 20 E. W.M.  
PORTION OF THE NW 1/4 OF THE NE 1/4  
SECTION 10  
WASHINGTON  
CHELAN COUNTY  
FILE: 2021-06-14 LOCALTEL CONDO SURVEY AMENDMENT (2)  
DWN:JTM DSGN: \_\_\_\_\_  
DATE: 2021-10-07

21041  
PROJ. NO.  
2 OF 10  
SHT.

# LOCALTEL FEDERAL BUILDING BOUNDARY AND BUILDING TIES



LEGEND	
⊙	Found Brass Caps in Monument Case [As Noted]
⊗	Calculated Point Not set or Found
———	Edge of Pavement
- - - - -	Edge of Concrete
- x - x -	Fence Line
- - - - -	Roof Eaves
- - - - -	Right of Way
- - - - -	Monumented Center Line

ABBREVIATIONS	
J.C.A.	JOINT COMMON AREA
C.A.A.	COMMON AREA A
C.A.B.	COMMON AREA B
C.A.1B	COMMON AREA 1B
P.C.A.A.	PARKING COMMON AREA A
P.C.A.B.	PARKING COMMON AREA B
C.H.	CEILING HEIGHT
F.E.	FLOOR ELEVATION
SQ FT	SQUARE FOOT

**LOCALTEL  
FEDERAL BUILDING  
112558 SQ FT  
2.56 ACRES**

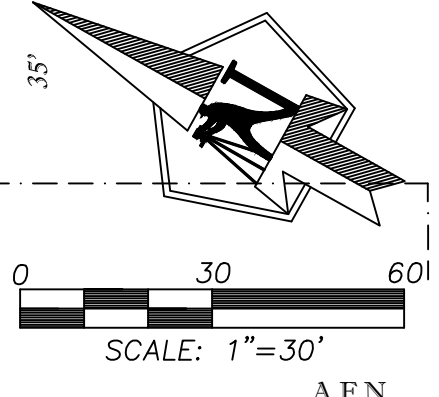
NOTE:  
COMMON DRIVEWAY  
SUBJECT TO ADJUSTMENT  
IN LOCATION / SIZE

**GENERAL NOTES:**

1. The Basis of Bearing is Washington State Plane North Zone NAD 83(9T).
2. The Vertical Datum is NAVD 88.
3. Monuments shown were visited on 08/15/2017 (Unless noted)
4. All distances shown on this plat are grid distances. Multiply by a combined scale factor of 1.000018091 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.

**MONUMENTS NOTES**

- [1] Found 2 1/2" Brass cap in Monument case
- [2] Found 1 1/4" Brass cap in Monument case
- [6] Found 2" Brass cap in Monument Case. Visited 02/18/2004
- [15] Found 2" Brass cap in Monument Case. Visited 02/18/2004



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Phone 509-663-8660 Fax 509-663-6278

**LOCALTEL FEDERAL BUILDING**  
CONDOMINIUM SURVEY & BSP 21-03 AMENDMENT TO BSP 18-01  
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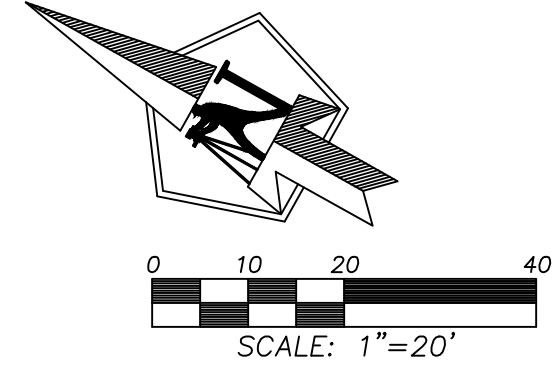
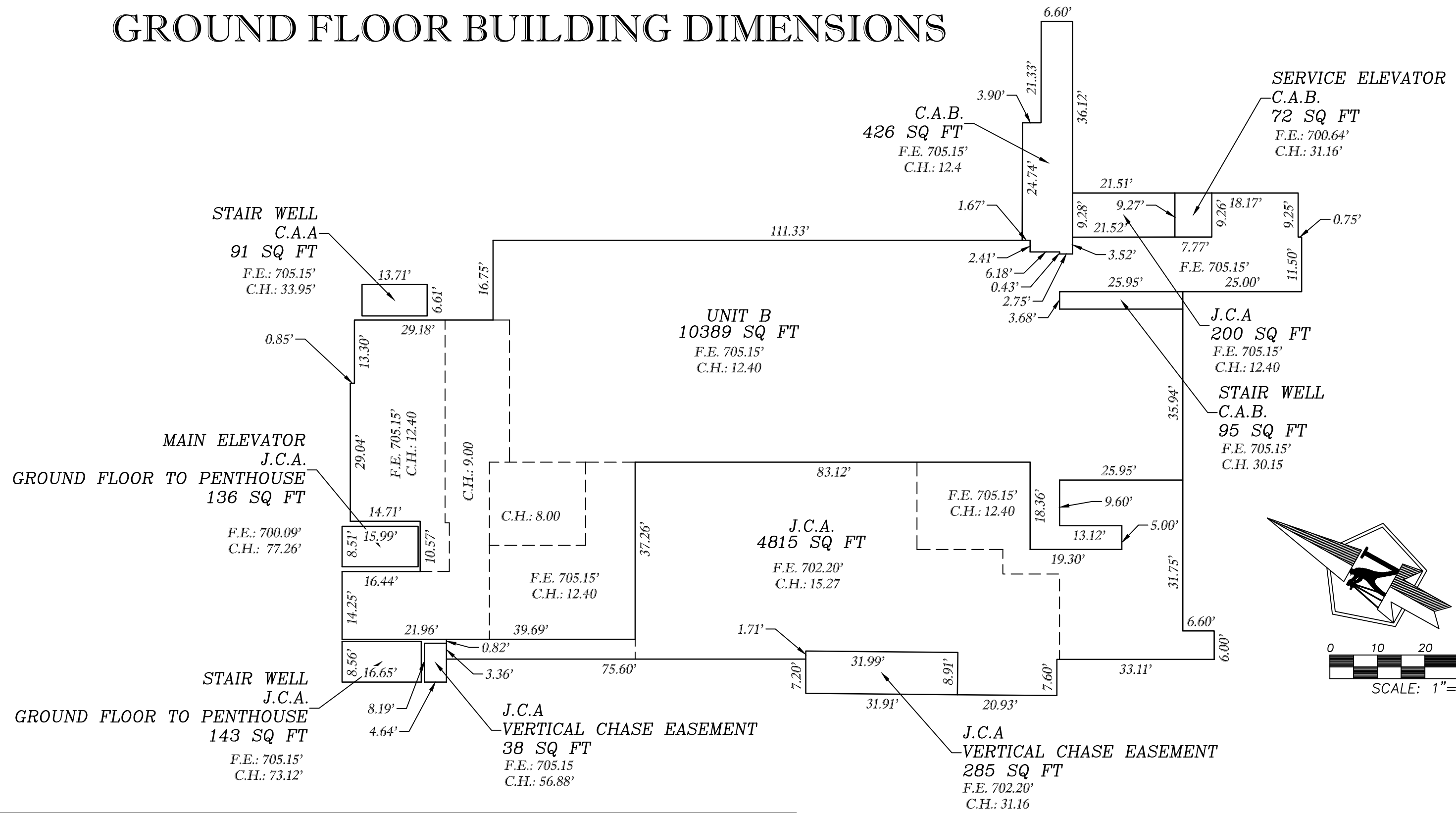
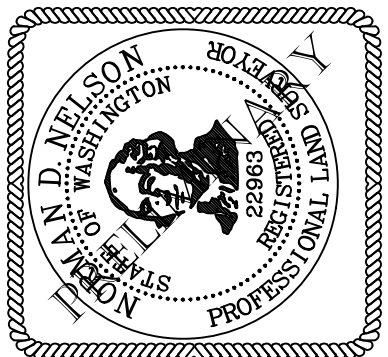
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DSGN: DATE: 2021-10-07

CHELAN COUNTY

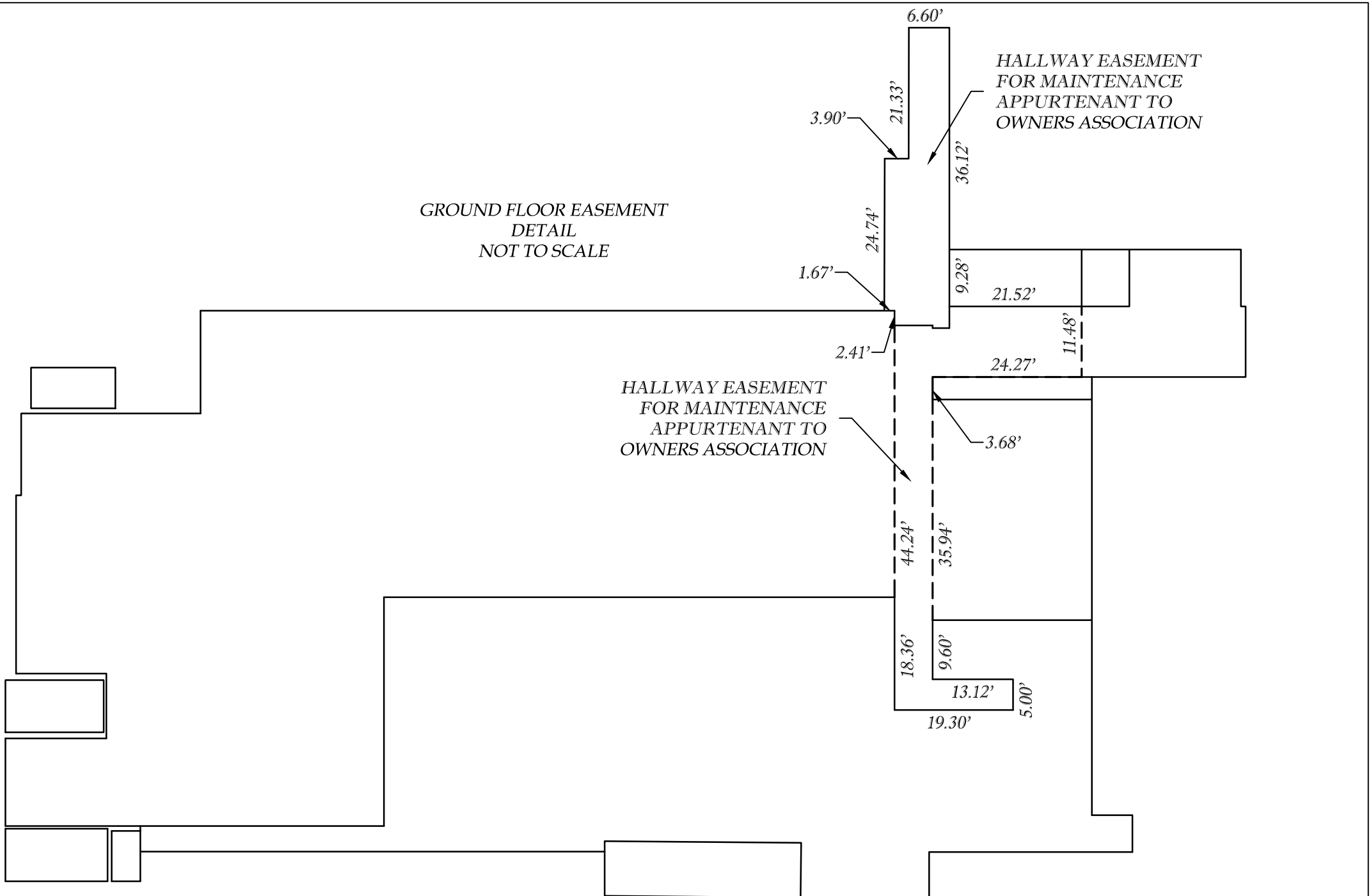
21041  
PROJ. NO.

3 OF 10  
SHT.

# LOCALTEL FEDERAL BUILDING GROUND FLOOR BUILDING DIMENSIONS



GROUND FLOOR EASEMENT  
DETAIL  
NOT TO SCALE



ABBREVIATIONS	
J.C.A.	JOINT COMMON AREA
C.A.A.	COMMON AREA A
C.A.B.	COMMON AREA B
C.A.1B	COMMON AREA 1B
P.C.A.A	PARKING COMMON AREA A
P.C.A.B	PARKING COMMON AREA B
C.H.	CEILING HEIGHT
F.E.	FLOOR ELEVATION
SQ FT	SQUARE FOOT

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SECTION 10  
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CHELAN COUNTY

DATE: 2021-10-07 DSN: DW:JTM FILE: 2021-06-14 LOCALTEL CONDO SURVEY AMENDED (2)

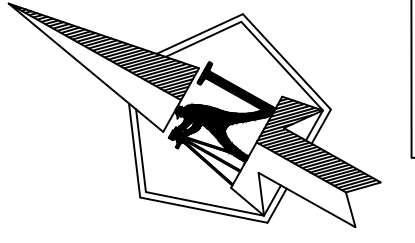
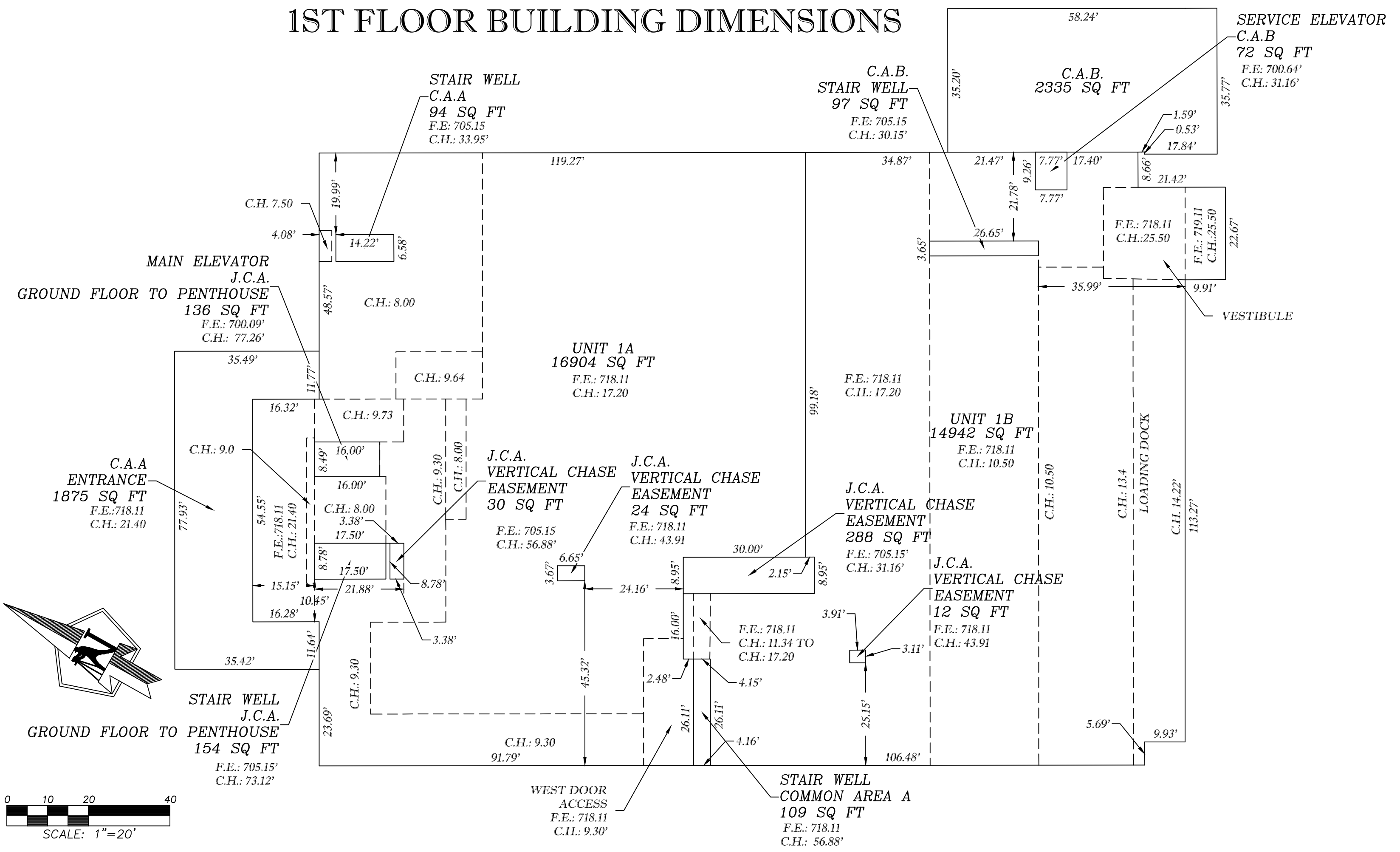
21041  
PROJ. NO.

4 OF 10  
SHT.

A.F.N. \_\_\_\_\_

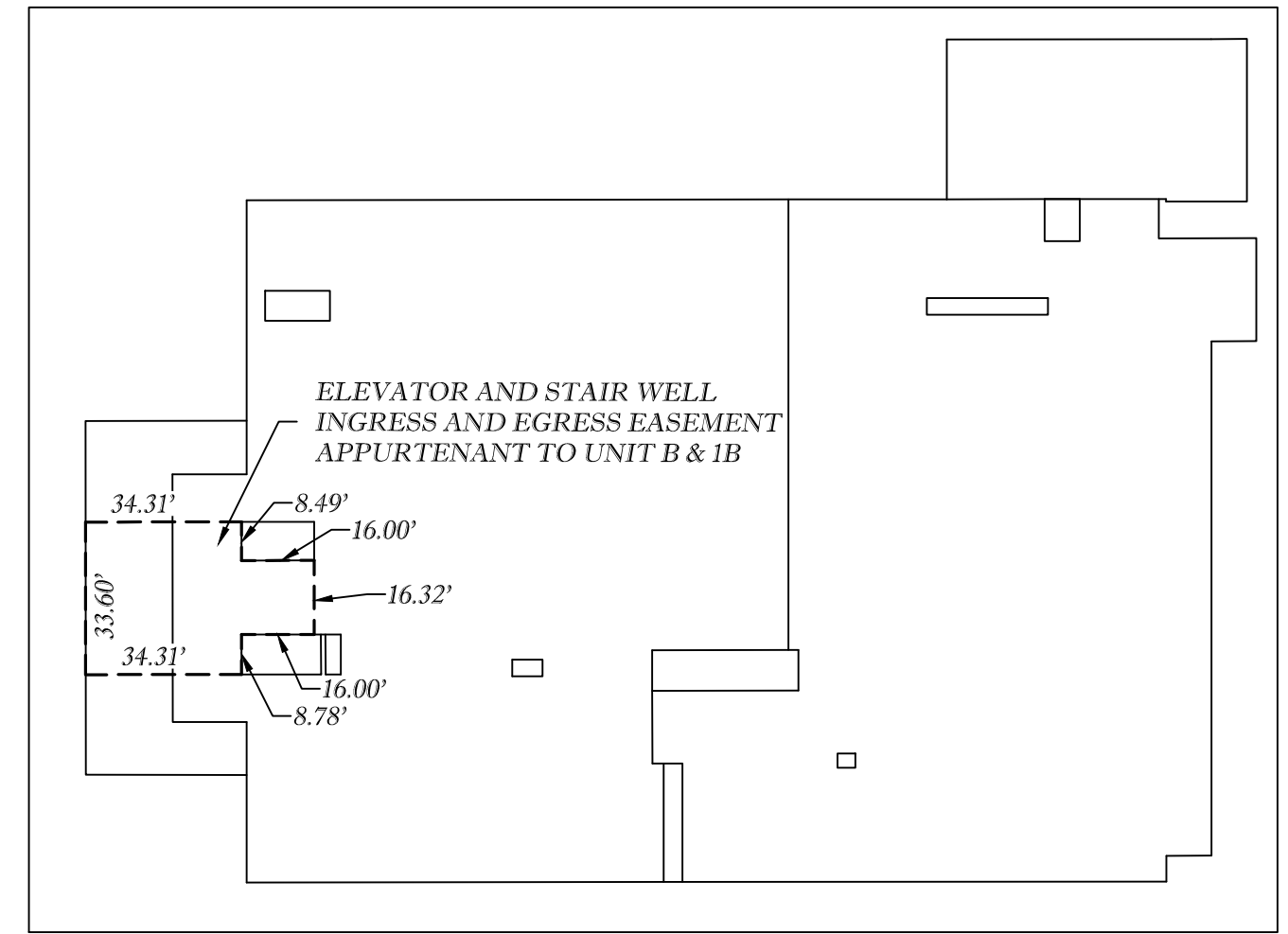


# LOCALTEL FEDERAL BUILDING 1ST FLOOR BUILDING DIMENSIONS



0 10 20 40  
SCALE: 1"=20'

ABBREVIATIONS	
J.C.A	JOINT COMMON AREA
C.A.A	COMMON AREA A
C.A.B	COMMON AREA B
C.A.1B	COMMON AREA 1B
P.C.A.A	PARKING COMMON AREA A
P.C.A.B	PARKING COMMON AREA B
C.H.	CEILING HEIGHT
F.E.	FLOOR ELEVATION
SQ FT	SQUARE FOOT



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WASHINGTON

DATE: 2021-10-07  
DSGN: \_\_\_\_\_  
DWG: JTM

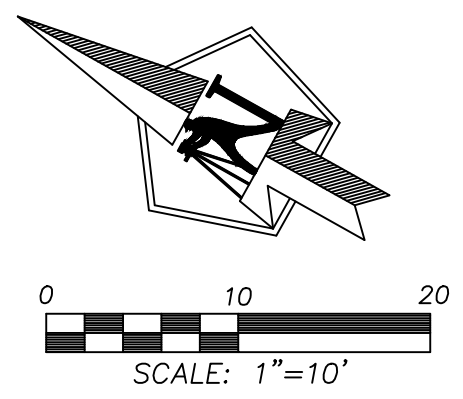
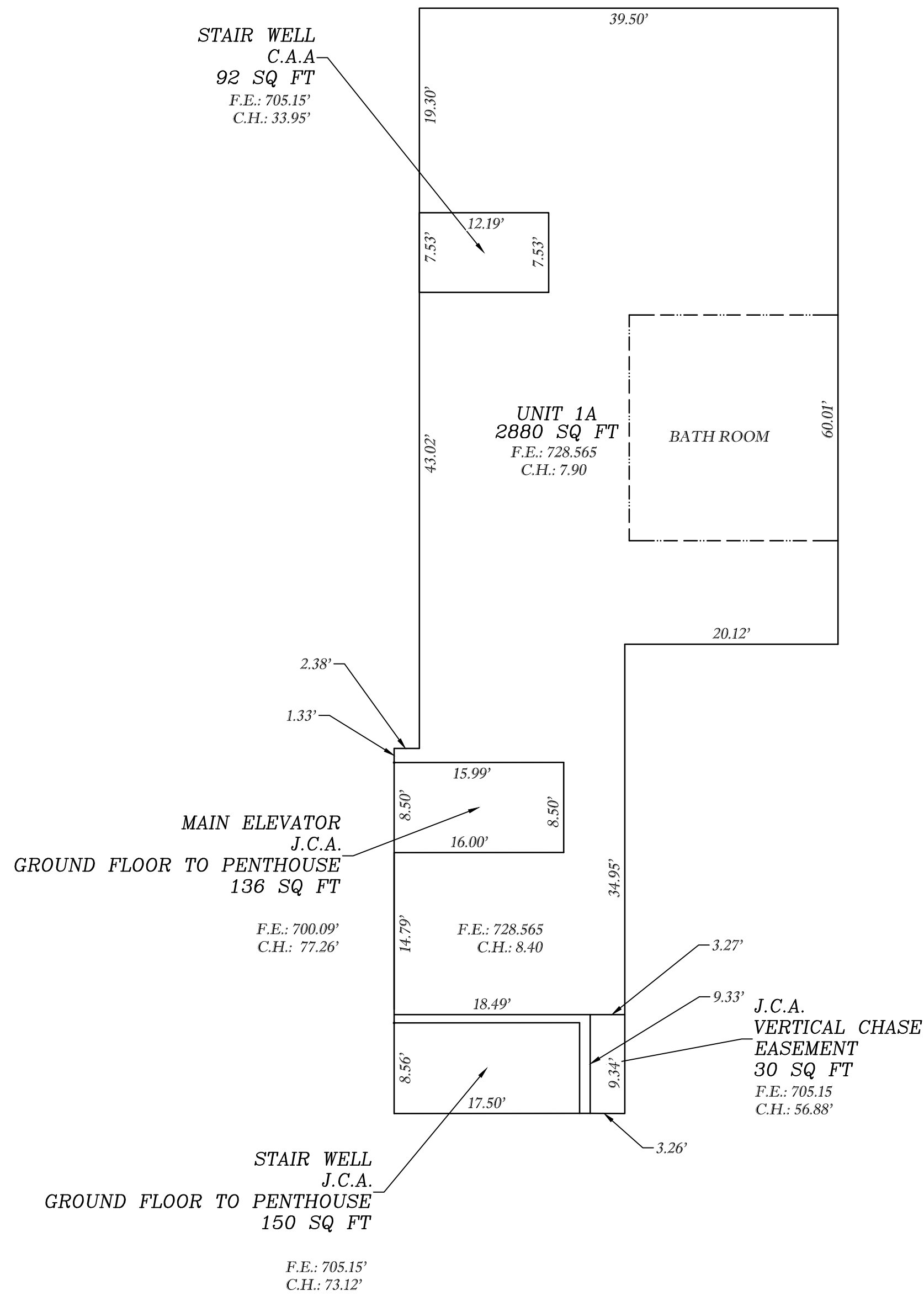
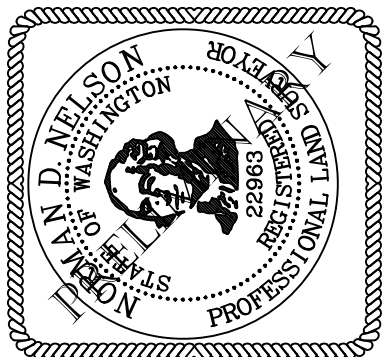
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PROJ. NO.

5 OF 10  
SHT.

A.F.N. \_\_\_\_\_



# LOCALTEL FEDERAL BUILDING MEZZANINE BUILDING DIMENSIONS



ABBREVIATIONS	
J.C.A.	JOINT COMMON AREA
C.A.A.	COMMON AREA A
C.A.B.	COMMON AREA B
C.A.1B	COMMON AREA 1B
P.C.A.A	PARKING COMMON AREA A
P.C.A.B	PARKING COMMON AREA B
C.H.	CEILING HEIGHT
F.E.	FLOOR ELEVATION
SQ FT	SQUARE FOOT

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DIMENSIONS**

PROFESSIONAL LAND SURVEYORS  
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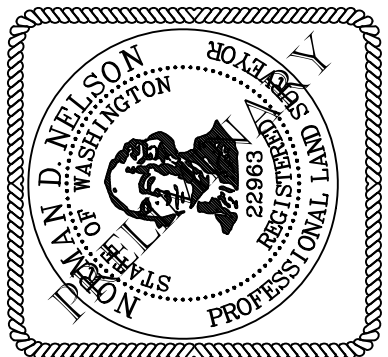
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DWN:JTM FILE: 2021-06-14 LOCALTEL CONDO SURVEY AMENDED (2)  
DATE: 2021-10-07

21041  
PROJ. NO.

6 OF 10  
SHT.

A.F.N. \_\_\_\_\_

# LOCALTEL FEDERAL BUILDING 2ND FLOOR BUILDING DIMENSIONS



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AND PERSONAL SERVICE



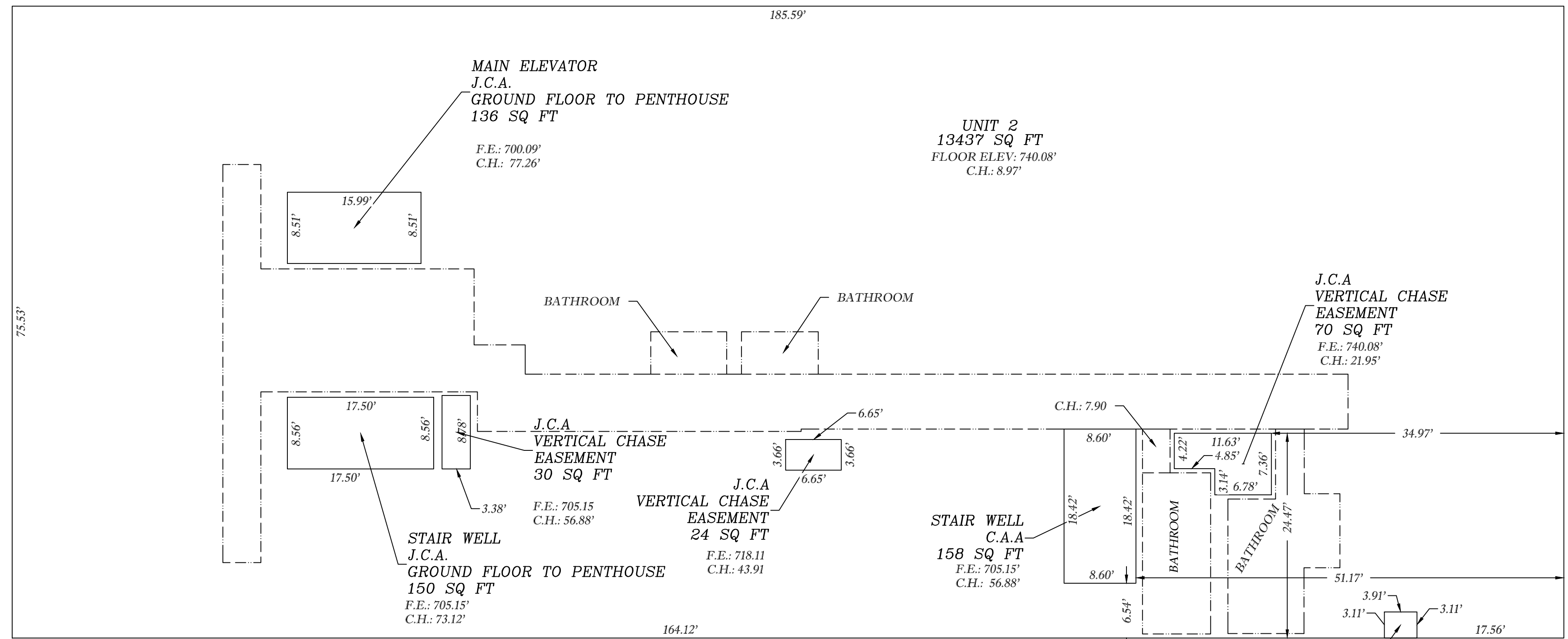
Phone 509-663-8660 Fax 509-663-6278

15 North Chelon Ave. Wenatchee, Wa. 98801

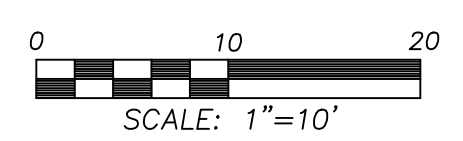
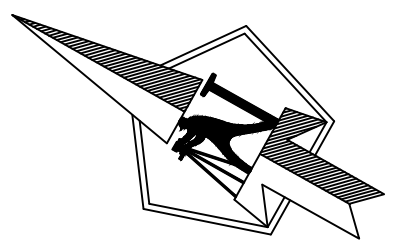
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7 OF 10  
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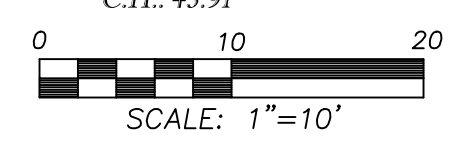
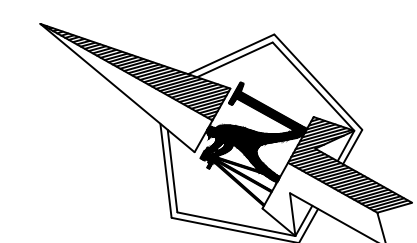
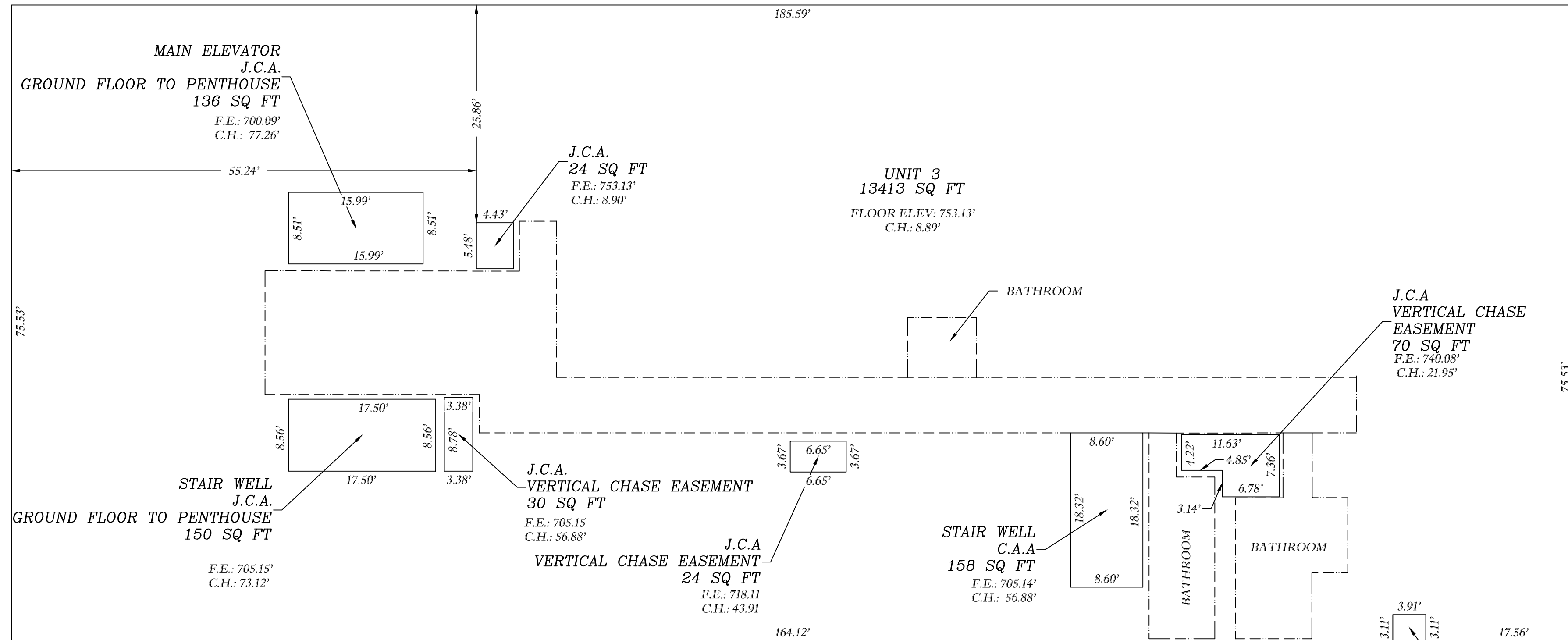
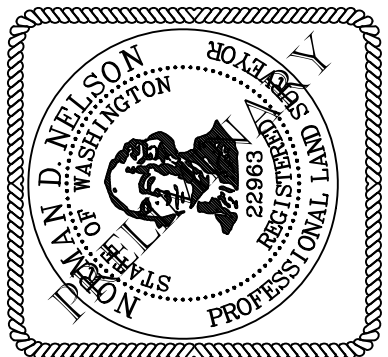


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C.A.B.	COMMON AREA B
C.A.1B	COMMON AREA 1B
P.C.A.A.	PARKING COMMON AREA A
P.C.A.B.	PARKING COMMON AREA B
C.H.	CEILING HEIGHT
F.E.	FLOOR ELEVATION
SQ FT	SQUARE FOOT



A.F.N. \_\_\_\_\_

# LOCALTEL FEDERAL BUILDING 3RD FLOOR BUILDING DIMENSIONS



ABBREVIATIONS	
J.C.A.	JOINT COMMON AREA
C.A.A.	COMMON AREA A
C.A.B.	COMMON AREA B
C.A.1B	COMMON AREA 1B
P.C.A.A	PARKING COMMON AREA A
P.C.A.B	PARKING COMMON AREA B
C.H.	CEILING HEIGHT
F.E.	FLOOR ELEVATION
SQ FT	SQUARE FOOT

TURNING YOUR IDEAS INTO  
REALITY THROUGH  
INNOVATION INTEGRITY  
AND PERSONAL SERVICE

**Northwest  
GEODIMENSIONS**

PROFESSIONAL LAND SURVEYORS  
15 North Chelon Ave. Wenatchee, Wa. 98801  
Phone 509-663-8660 Fax 509-663-6278

**LOCALTEL FEDERAL BUILDING**  
CONDOMINIUM SURVEY & BSP 21-03 AMENDMENT TO BSP 18-01  
T. 22. N., R. 20 E. W.M.  
PORTION OF THE NW 1/4 OF THE NE 1/4  
SECTION 10  
WASHINGTON

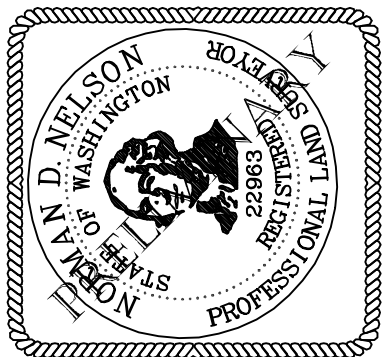
DWN:JTM FILE: 2021-06-14 LOCALTEL CONDO SURVEY AMENDED (2)  
DSEGN:  
DATE: 2021-10-07

21041  
PROJ. NO.

8 OF 10  
SHT.

A.F.N. \_\_\_\_\_

# LOCALTEL FEDERAL BUILDING PENTHOUSE & UPPER ROOF UNIT DIMENSIONS

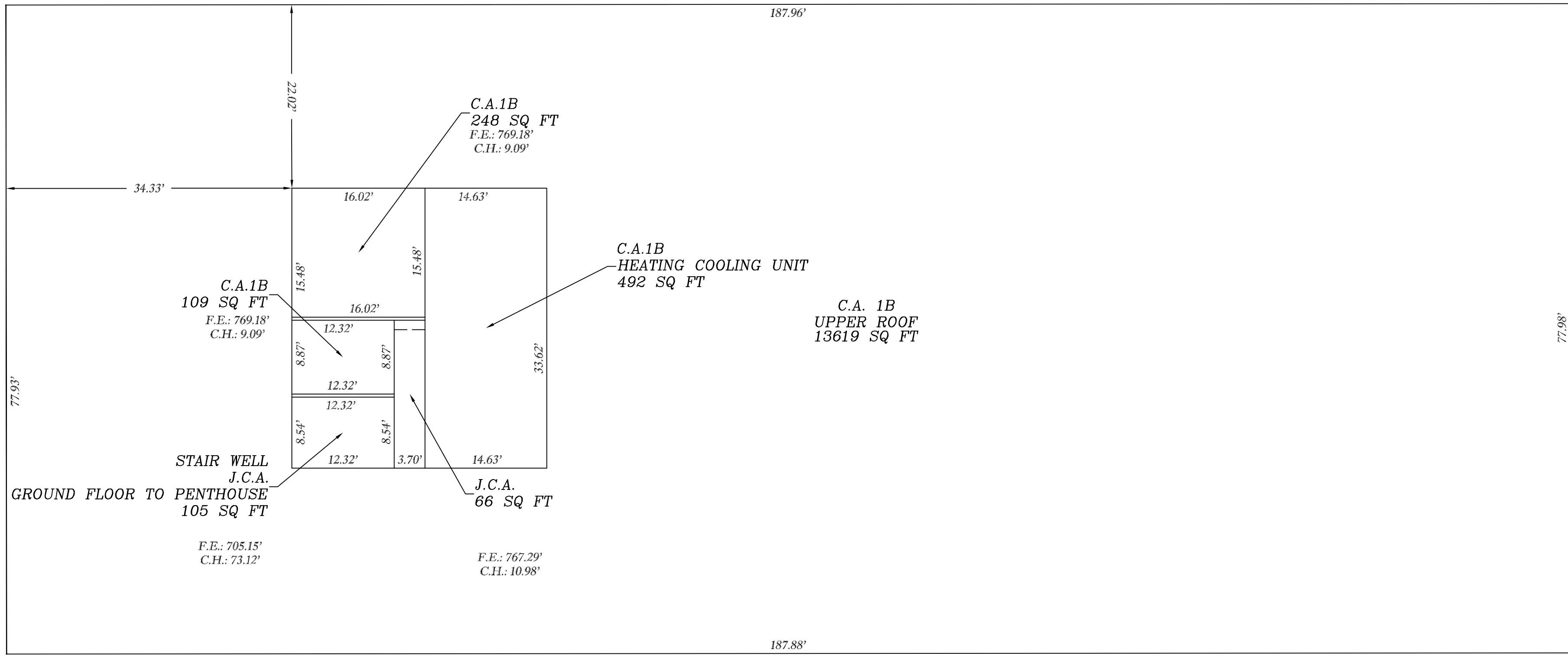


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REALITY THROUGH  
INNOVATION INTEGRITY  
AND PERSONAL SERVICE

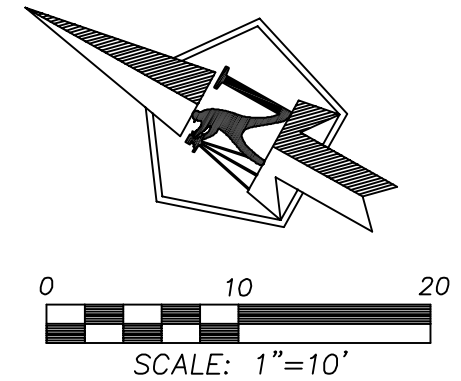


**LOCALTEL FEDERAL BUILDING**  
CONDOMINIUM SURVEY & BSP 21-03 AMENDMENT TO BSP 18-01  
T. 22. N., R. 20 E. W.M.  
PORTION OF THE NW 1/4 OF THE NE 1/4  
SECTION 10  
WASHINGTON  
CHELAN COUNTY  
DWN:JTM FILE: 2021-06-14 LOCALTEL CONDO SURVEY/AMENDED (2)  
DATE: 2021-10-07 DSGN:

21041  
PROJ. NO.  
9 OF 10  
SHT.

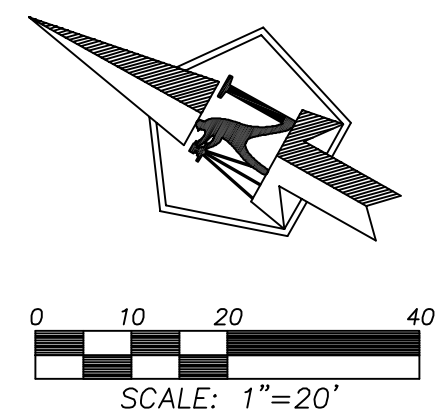
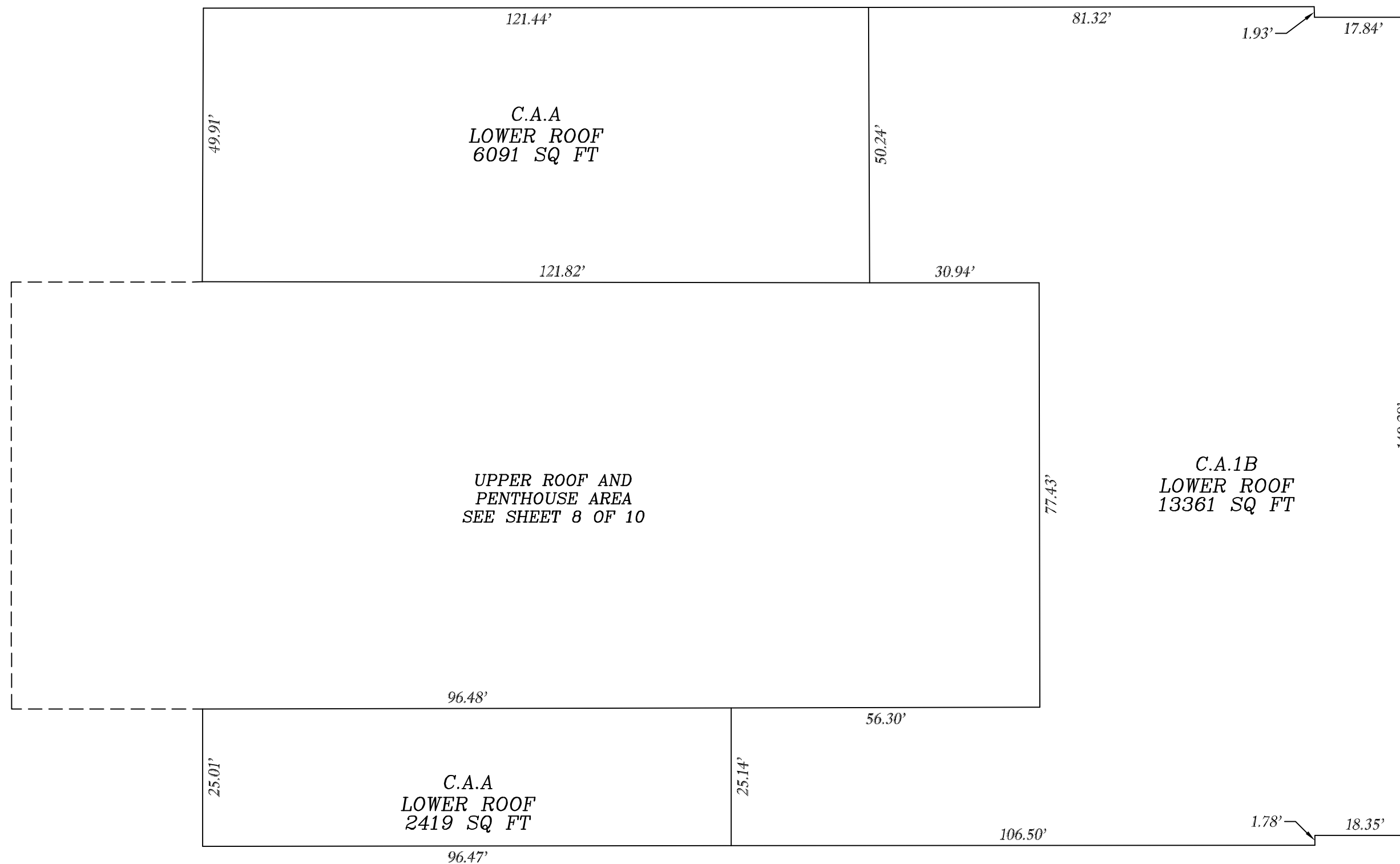
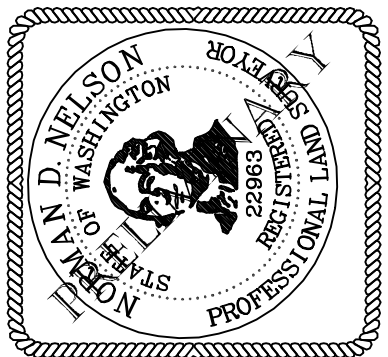


ABBREVIATIONS	
J.C.A	JOINT COMMON AREA
C.A.A	COMMON AREA A
C.A.B	COMMON AREA B
C.A.1B	COMMON AREA 1B
P.C.A.A	PARKING COMMON AREA A
P.C.A.B	PARKING COMMON AREA B
C.H.	CEILING HEIGHT
F.E.	FLOOR ELEVATION
SQ FT	SQUARE FOOT



A.F.N. \_\_\_\_\_

# LOCALTEL FEDERAL BUILDING LOWER ROOF DIMENSIONS



ABBREVIATIONS	
J.C.A	JOINT COMMON AREA
C.A.A	COMMON AREA A
C.A.B	COMMON AREA B
C.A.1B	COMMON AREA 1B
P.C.A.A	PARKING COMMON AREA A
P.C.A.B	PARKING COMMON AREA B
C.H.	CEILING HEIGHT
F.E.	FLOOR ELEVATION
SQ FT	SQUARE FOOT

A.F.N. \_\_\_\_\_

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 CONDOMINIUM SURVEY & BSP 21-03 AMENDMENT TO BSP 18-01  
 T. 22. N., R. 20 E. W.M.  
 PORTION OF THE NW 1/4 OF THE NE 1/4  
 SECTION 10  
 WASHINGTON  
 CHELAN COUNTY

DATE: 2021-10-07 DWN: JTM FILE: 2021-06-14 LOCALTEL CONDO SURVEY/AMENDMENT (2)

21041  
 PROJ. NO.  
 10 OF 10  
 SH.

**STAFF REPORT  
FEDERAL BUILDING CONDOMINIUM SURVEY AND  
BINDING SITE PLAN AMENDMENT  
(BSP-21-03)**

TO: City of Wenatchee Hearing Examiner  
FROM: City of Wenatchee Community Development Department  
RE: Public hearing for BSP-21-03  
DATE: August 17, 2021

**1. REQUESTED ACTION**

Conduct a public hearing on an application to amend the LocalTel Federal Building Condominium Survey and Building Map (BSP-18-01, AFN: 2478960), located at 301 Yakima Street.

**2. PROJECT INFORMATION**

**Applicant/Owner:** LocalTel Federal Building, LLC and City of Wenatchee  
**Location:** 301 Yakima Street (APNs 22-20-10-600-010, 020, 030, 040, 050, 060, 070, 080, 090, and 22-20-10-590-436)  
**Zoning District:** Central Business District (CBD)  
**Comp. Plan Designation:** CBD

**Project Description and Background:** The proposed project is an application to amend the LocalTel Federal Building Condominium Survey and Building Map (BSP-18-01, AFN: 2478960), submitted by LocalTel Federal Building, LLC and the City of Wenatchee.

This application (BSP-21-03) proposes to amend the existing Binding Site Plan and Condominium Survey to make alterations to the boundaries of the Joint Common Areas, Parking Common Areas, and Unit 1B. The alterations will allow for the construction of a vestibule at the southeast corner of the loading dock, relocation of electrical utility equipment and the trash enclosure, and relocation of the driveway on Methow Street. The alteration does not create any new unit or common areas. Application materials are included as Attachment A.

**Site Characteristics:**

Total Project Size: Approximately 2.58 acres  
Domestic Water: City of Wenatchee  
Public Sewer: City of Wenatchee  
Power/Electricity: Chelan County P.U.D.  
Fire Protection: Chelan County Fire District 1  
Police Protection: Wenatchee Police Department

There is one existing building on the property, known as the Federal Building, owned and operated by LocalTel Federal Building, LLC and the City of Wenatchee, for business office uses. LocalTel

Federal Building, LLC has submitted a building permit application (BPC-21-082) for improvements to the interior of the building, including the enclosure of the loading dock for storage use and a common utility equipment and trash enclosure area within a designated common area and intends to submit a subsequent permit for the construction of a new vestibule at the southeast corner after the completion of the Binding Site Plan alteration. The property has been adequately improved with sidewalks, driveway aprons, and utilities.

**Surrounding Properties:**

North: Existing commercial uses, within the CBD district.

East: Existing commercial uses, within the CBD district.

South: Existing single-family and multi-family uses, within the RH (Residential High) and CBD districts.

West: Existing single-family, multifamily, and commercial uses, within the CBD district.

**Access:** Existing vehicular access is provided from S. Chelan Avenue, Kittitas Street, and Methow Street. Sidewalks along all adjacent streets provide pedestrian access to the building. The driveway on Methow Street will be relocated approximately 13 feet to the south of the existing driveway location to accommodate a redesign of the parking lot to support future building and site renovations for the City of Wenatchee.

**3. COMPLIANCE ANALYSIS OF APPLICABLE POLICIES AND REGULATIONS**

The proposed action is subject to land use policies and provisions of the City of Wenatchee Urban Area Comprehensive Plan and development regulations of the Wenatchee City Code.

**Wenatchee Urban Area Comprehensive Plan**

In addition to the general goals and policies of the Growth Management Act and Wenatchee Urban Area Comprehensive Plan which state growth shall take place where adequate public facilities exist and are able to serve existing and future growth, the following goals and policies are relevant to this application:

**Land Use / Urban Growth Area Element**

Policy 3: Urban growth shall occur within urban growth boundaries where adequate public utilities and services exist or can be provided in an efficient manner.

Goal 6. Commercial Districts – Work to promote distinct commercial and business districts to serve citizens and visitors of our city.

*Project compliance:* This project is located within the Urban Growth Boundary. Adequate public utilities have been installed, including water, sewer, stormwater, and electricity. The amendments to the Binding Site Plan alter the condominium unit and common area boundaries to facilitate the growth and expansion of the existing, permitted uses.

**Implementation Table, Zoning and Development Standards for the Central Business District**

<p><b>Central Business District</b></p>	<p><b>Primary Uses:</b></p> <ul style="list-style-type: none"> <li>▪ Retail, food and beverage, entertainment, office</li> <li>▪ Residential</li> </ul> <p><b>Secondary Uses:</b></p> <ul style="list-style-type: none"> <li>▪ Limited light manufacturing</li> </ul>	<ul style="list-style-type: none"> <li>▪ Limited on-site parking</li> <li>▪ Architectural design controls</li> <li>▪ Tallest buildings</li> <li>▪ No setbacks or lot coverage limits</li> <li>▪ Design Controls on buildings and parking lots</li> <li>▪ Signage controls for illumination, sandwich boards, off-premise, size and location</li> <li>▪ Design controls for ground floor residential uses including additional standards in identified pedestrian corridors</li> <li>▪ Height: 90ft</li> </ul>
-----------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

*Project compliance:* The existing business office uses are expected to remain. These uses are permitted uses in the Central Business District and were reviewed for conformance with the development standards at the time they were permitted. Any new construction, remodels and additions, as a result of this alteration will be reviewed for conformance with the applicable Wenatchee City Code development standards.

**Wenatchee City Code Title 10, Zoning**

Development Standards, WCC Chapters 10.24, 10.46, 10.48, 10.60, and 10.62

*Project compliance:* The Binding Site Plan alterations will allow for the construction of a vestibule at the southeast corner of the loading dock, relocation of electrical utility equipment and the trash enclosure, and relocation of the driveway on Methow Street. The alteration does not create any new unit or common areas. The proposed building additions and driveway modifications meet the minimum setbacks, which are zero feet, and maximum lot coverage, which is 100 percent. Applicable development and design standards in the CBD will be reviewed at the time of building permit submittal.

**Wenatchee City Code Title 11, Subdivisions**

Procedure, WCC Section 11.18.030.

The processing of a short plat, plat or binding site plan alteration or vacation application shall be processed consistent with the provisions of WCC 13.09.050, Type III quasi-judicial review of applications.

*Project compliance:* Consistent with this criterion, the applicants have submitted a complete application for a binding site plan alteration in the standard format, and with fees. It was received and reviewed by City staff in preparation of this staff report. Review of the application included providing notice of the application to City departments, utilities, and public agencies for comment.



Final Binding Site Plan Alteration Criteria, WCC Section 11.18.060(2):

(a) The alteration may be approved, approved with conditions or denied after a written determination, with findings and conclusions in support thereof, is made whether the public use and interest will be served by the alteration.

*Project compliance:* Public use and interest are served by the amendment to the Binding Site Plan and Condominium Survey, which supports the ongoing redevelopment of the Federal Building for use as a business office by LocalTel and for a new central, city hall by the City of Wenatchee. The Comprehensive Plan goals and policies for commercial districts aim to facilitate the growth and expansion of existing, permitted uses.

(b) If the applicant seeks to further divide property in a short plat, plat or binding site plan, then a separate application shall be submitted for this purpose and the appropriate procedure in WCC Title 11, Subdivisions, shall be used to divide the property.

*Project compliance:* The alteration does not propose to create any new condominium units or common areas.

(c) If any land within the alteration area is part of an assessment district, any outstanding assessments shall be equally divided and levied against the remaining lots, parcels or tracts, or be levied equitably on the lots resulting from the alteration.

*Project compliance:* This section does not apply to this application.

(d) If any land within the alteration application contains a dedication to the general use of persons residing within the short plat, plat or binding site plan, such land may be altered and divided equally between the adjacent properties.

*Project compliance:* This section does not apply to the application as there are no residential uses on the binding site plan.

**Wenatchee City Code Title 12, Environmental Protection**

*Project compliance:* The subject site is outside of the 200' shoreline jurisdiction and is not identified in any critical area in the maps used by the City.

**4. ENVIRONMENTAL REVIEW**

The Binding Site Plan alteration is categorically exempt from the State Environmental Policy Act (SEPA) pursuant to WAC 197-11-800(3), as a remodel of an existing public structure which does not involve a material expansion or change in use beyond that previously existing.

## 5. PUBLIC NOTICE

**Table 1. Procedural steps and dates**

<b>Application Submitted:</b>	July 16, 2021
<b>Determination of Completeness:</b>	July 22, 2021
<b>Notice of Application:</b>	Notice was mailed to property owners/taxpayers within 350 feet of the subject property, posted on the subject property, and referred to relevant agencies on August 5, 2021.
<b>Notice of Public Hearing:</b>	Notice was mailed to property owners/taxpayers within 350 feet of the subject property on August 5, 2021 and published in the Wenatchee World newspaper on August 12, 2021.
<b>Public Hearing:</b>	The public hearing is scheduled for August 24, 2021 at 3:00p.m.

The public, staff, and relevant agencies have been given an opportunity to comment on the application. No comments were received, as of the publication of this report.

## 6. RECOMMENDATION

As conditioned below, the proposed Binding Site Plan alteration would serve the public's use and interest and meets the basic intent, criteria and standards associated with Title 10 and Title 11 of the Wenatchee City Code. Staff recommends **approval** of BSP-21-03 subject to the following findings of fact, conclusions of law, and suggested conditions of approval:

**This recommendation is based on the following findings of fact:**

1. An application was submitted by LocalTel Federal Building, LLC, and the City of Wenatchee on July 16, 2021, for an amendment to the LocalTel Federal Building Condominium Survey and Building Map (BSP-18-01, AFN: 2478960).
2. The subject property is located at 301 Yakima Street (APNs 22-20-10-600-010, 020, 030, 040, 050, 060, 070, 080, 090, and 22-20-10-590-436).
3. The property owners are LocalTel Federal Building, LLC and City of Wenatchee.
4. The Wenatchee City Code in Section 11.18.030 requires that alterations to a binding site plan be processed consistent with the provision in WCC 13.09.050, Type III quasi-judicial review of applications.
5. The application has been processed as a Type III quasi-judicial review for binding site plan alterations pursuant to WCC Section 13.09.050; a public hearing is required for the application and is scheduled to occur on August 24, 2021.
6. The application was determined complete on July 22, 2021 and notice of application and public hearing was issued on August 5, 2021.
7. The Wenatchee World published a notice of public hearing on August 12, 2021.
8. The subject property is located within the Central Business District (CBD).

9. The Wenatchee Urban Area Comprehensive Plan land use designation is CBD.
10. The proposal is consistent with the goals and policies of the Wenatchee Urban Area Comprehensive Plan's Land Use Element. This project is located within the Urban Growth Boundary. Adequate public utilities have been installed, including water, sewer, stormwater, and electricity. The amendments to the Binding Site Plan alter the condominium unit and common area boundaries to facilitate the growth and expansion of the existing, permitted uses.
11. The proposal is consistent with the provisions of Wenatchee City Code Title 10, Zoning. The Binding Site Plan alterations will allow for the construction of a vestibule at the southeast corner of the loading dock, relocation of electrical utility equipment and the trash enclosure, and relocation of the driveway on Methow Street. The alteration does not create any new unit or common areas. The proposed building additions and driveway modifications meet the minimum setbacks, which are zero feet, and maximum lot coverage, which is 100 percent. Applicable development and design standards in the CBD will be reviewed at the time of building permit submittal.
12. The proposal is consistent with the provisions of Wenatchee City Code Title 11, Subdivisions. Public use and interest are served by the amendment to the Binding Site Plan and Condominium Survey, which supports the ongoing redevelopment of the Federal Building for use as a business office by LocalTel and for a new central, city hall by the City of Wenatchee. The Comprehensive Plan goals and policies for commercial districts aim to facilitate the growth and expansion of existing, permitted uses.
13. The proposal is consistent with the provisions of Wenatchee City Code Title 12, Environmental Protection. The subject site is outside of the 200' shoreline jurisdiction and is not identified in any critical area in the maps used by the City. The Binding Site Plan alteration is categorically exempt from the State Environmental Policy Act (SEPA) pursuant to WAC 197-11-800(3), as a remodel of an existing public structure which does not involve a material expansion or change in use beyond that previously existing.
14. No public, staff or agency comments were received as of the publication of this report.
15. Any Conclusion of Law that is more correctly a Finding of Fact is hereby incorporated as such by this reference.

**This recommendation is based upon the following suggested conclusions:**

1. The City of Wenatchee Hearing Examiner has been granted the authority to render this decision pursuant to WCC Section 1.09.070.
2. As conditioned, this proposal is consistent with applicable federal and state laws and regulations.
3. As conditioned, the proposal is consistent with the intent, purposes, and regulations of the Wenatchee City Code, Titles 10, 11, 12, and 13 and Comprehensive Plan.
4. As conditioned, this proposal meets the criteria in WCC Section 11.18.060(2).
5. Comments from the reviewing agencies have been considered and addressed where appropriate.

6. The application, as conditioned, demonstrates consistency with adopted levels of service for roads, utilities, fire protection facilities, schools and other public and private facilities needed to serve the development, with assurance of concurrency.
7. The public interest will be served by the subdivision and dedication.
8. The application, as conditioned, provides for the public health, safety and general welfare for open spaces, drainage ways, streets, alleys, other public ways, transit stops, potable water supplies, sanitary waste, parks and recreation, playgrounds, schools and school grounds, and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.
9. Any Finding of Fact that is more correctly a Conclusion of Law is hereby incorporated as such by this reference.

**This recommendation is based upon the following suggested Conditions of Approval:**

1. The project shall proceed in substantial conformance with the plans and application materials provided in Attachment A, as submitted on July 16, 2021, except as amended by the conditions herein.
2. The applicant is responsible for compliance with all applicable local, state and federal rules and regulations, and must obtain all appropriate permits and approvals.
3. Submittal of the final plat alteration shall conform to the requirements of WCC Section 11.18.050(2).
4. The final plat alteration submittal must address the requirements of the conditions of approval and be reviewed in accordance with WCC Section 11.18.080, Recording.
5. Pursuant to RCW 58.17.140(3)(a), a final plat meeting all requirements shall be submitted to the City for approval within five years of the date of preliminary plat approval.
6. A final plat map shall be submitted by a land surveyor licensed in the State of Washington and comply with the substantive and submittal standards of WCC Chapter 11.16 and RCW 58.17.215.
7. It is the responsibility of the applicant to contact the Chelan County Assessor's and Treasurer's offices to confirm all taxes are current prior to recording of the final plat mylar.
8. All public and private utility easements shall be provided in locations and configurations as required by the various utility purveyors. The final plat shall show the location of all easements serving or encumbering the subject property. The location of existing structures and utilities (i.e. power, sewer, and water lines, etc.) and utility and private access easements shall be depicted on the face of the final plat.

**Attachments:**

- A. Application materials, dated July 16, 2021
- B. Overlay of Existing Binding Site Plan and Proposed Binding Site Plan Amendment, Boundary and First Floor Pages



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** November 18, 2021

---

**I. SUBJECT**

Department of Commerce Behavioral Health Facilities Program Grant acceptance for Parkside Place Renovation Project

**II. ACTION REQUESTED**

Staff recommends the City Council accept the Department of Commerce Behavioral Health Facilities Program Grant for project 2206 Parkside Place Renovation Project and authorize the Mayor to sign the grant contract.

**III. OVERVIEW**

The Parkside Place property is a City owned property located at 1230 Monitor. The property was intended to be a Regional Support Network (RSN) for behavioral health and homelessness.

The long and complex history of Parkside Place has served as a resource for housing and behavioral health treatment. The City has pursued grant funding to make repairs and resolve maintenance and repairs of the site.

If accepted, the grant will fund exterior repairs which include removal and replacement of failing concrete, asphalt, retaining walls, fencing and roofing. Repairs and refurbish will be made to wooden pergolas, the irrigation system and landscaping. Repairs are also needed to the exterior stucco siding, fascia, soffits, brick work and foundation. The project will include installing surface and roof water retainage system onsite. We will also evaluate and update the attic ventilation system to prevent moisture. The project will also evaluate and repair or replace twelve roof mounted condensing units.

In addition to funding the long list of improvements, the grant will also reimburse the City for approximately \$110,000 of expenses the City has incurred since 2018.

**IV. FISCAL IMPACT**

BEHAVIORAL HEALTH FACILITIES PROGRAM GRANT \$1,960,000

**V. PROJECT SCHEDULE**

Estimate: Out to bid Q1 of 2022  
Construction to start Q2 of 2022  
Closeout Q1 2023

**VI. REFERENCE(S)**

1. BEHAVIORAL HEALTH FACILITIES PROGRAM GRANT CONTRACT

**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



**Grant to:**

City of Wenatchee

through

The 2019-2021 Community Behavioral Health Beds Program

Substitute House Bill 1102, Sections 1041 and 1028, Laws of 2019, Chapter 413,  
66<sup>th</sup> Legislature  
2019 Regular Session

**For:**

The Parkside Place Renovation Project

**Start date:**

Upon Final Signature

Face Sheet .....	1
Special Terms and Conditions .....	2
1. Grant Management .....	2
2. Compensation .....	2
3. Certification of Funds Performance Measures .....	2
4. Prevailing Wage Law .....	3
5. Documentation and Security .....	3
6. Basis for Establishing Real Property Values for Acquisitions of Real Property .....	3
7. Expenditures Eligible for Reimbursement .....	4
8. Billing Procedures and Payment .....	4
9. Insurance .....	5
10. Order of Precedence .....	6
11. Reduction in Funds .....	6
12. Ownership of Project/Capital Facilities .....	6
13. Change of Ownership or Use for Grantee-Owned Property .....	6
14. Change of Use for Leased Property Performance Measure .....	7
15. Modification to the Project Budget .....	7
16. Signage, Markers and Publications .....	7
17. Historical and Cultural Artifacts .....	8
18. Reappropriation .....	8
19. Recapture .....	8
20. Termination for Fraud or Misrepresentation .....	8
General Terms and Conditions .....	1
1. Definitions .....	1
2. Access to Data .....	1
3. Advance Payments Prohibited .....	1
4. All Writings Contained Herein .....	1
5. Amendments .....	1
6. Americans with Disabilities Act (ADA) .....	1
7. Assignment .....	1
8. Attorneys' Fees .....	2
9. Audit .....	2
10. Confidentiality/Safeguarding of Information .....	2
11. Conflict of Interest .....	3
12. Copyright Provisions .....	3
13. Disputes .....	4
14. Duplicate Payment .....	4
15. Governing Law and Venue .....	4
16. Indemnification .....	4
17. Independent Capacity of the Grantee .....	5
18. Industrial Insurance Coverage .....	5
19. Laws .....	5
20. Licensing, Accreditation and Registration .....	6
21. Limitation of Authority .....	6
22. Noncompliance with Nondiscrimination Laws .....	6
23. Pay Equity .....	6
24. Political Activities .....	6
25. Publicity .....	7
26. Recapture .....	7
27. Records Maintenance .....	7
28. Registration with Department of Revenue .....	7
29. Right of Inspection .....	7



30. Savings .....	7
31. Severability .....	8
32. Site Security.....	8
33. Subgranting/Subcontracting .....	8
34. Survival .....	8
35. Taxes .....	8
36. Termination for Cause.....	8
37. Termination for Convenience .....	8
38. Termination Procedures .....	9
39. Treatment of Assets .....	10
40. Waiver.....	10

Attachment A - Scope of Work

Attachment B - Budget

Attachment C - Availability of Funds

Attachment D - Certification of Prevailing Wages

**FACE SHEET**

**Grant Number: 20-96625-603**

**Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit**

<b>1. GRANTEE</b>  City of Wenatchee 301 Yakima Street Wenatchee, Washington 99801		<b>2. GRANTEE Doing Business As (optional)</b>	
<b>3. GRANTEE Representative</b>  Brad Posenjak Finance Director (509) 888-3610 bposenjak@wenatcheewa.gov		<b>4. COMMERCE Representative</b>  Amanda Sieler Program Manager (360) 791-1228 Amanda.Sieler@commerce.wa.gov  P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
<b>5. Grant Amount</b> \$1,960,000.00	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Upon Final Signature	<b>8. End Date</b> 6/30/2023
<b>9. Federal Funds (as applicable)</b> N/A	<b>Federal Agency</b> N/A	<b>CFDA Number</b> N/A	
<b>10. Tax ID #</b> 91-6001291	<b>11. SWV #</b> SWV0007721-00	<b>12. UBI #</b> 048000043	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b>  The outcome of this performance-based contract is to renovate an existing building to maintain behavioral health services as referenced in Attachment A – Scope of Work, in accordance with the Substitute House Bill 1102, Sections 1041 and 1028, Laws of 2019, Chapter 413, 66th Legislature, 2019 Regular Session			
COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages.			
<b>FOR GRANTEE</b>  _____ Frank Kuntz, City of Wenatchee Mayor  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY</b> 09/30/2019 _____ Sandra C. Adix, Assistant Attorney General	

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

THIS CONTRACT, entered into by and between City of Wenatchee (a unit of local government) (hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature made an appropriation in Substitute House Bill 1102, Laws of 2019, Chapter 413, Section 1041, 66<sup>th</sup> Legislature, 2019 Regular Session, and a reappropriation in Substitute House Bill 1102, Laws of 2019, Chapter 413, Section 1028, 66<sup>th</sup> Legislature, 2019 Regular Session directed COMMERCE to administer those funds;

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

**1. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed **\$1,960,000.00** for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

**3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**4. PREVAILING WAGE LAW**

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**5. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations and for profit businesses that involve the expenditure of \$ 500,000 or more in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of fifteen (15) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the fifteen-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

**6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

**7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for work going forward from the date this contract was executed. Commerce may also consider looking back two years from the date this contract was executed as long as the work requesting reimbursement falls into eligible expenditures. Eligible project expenditures are in the following cost categories:

- A. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Information technology infrastructure; and
  - Landscaping.
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Equipment costs associated with establishment of facilities
- E. Acquisition of a facility or land and costs directly associated with such purchase

**8. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for 100% of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of the Project or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**9. INSURANCE**

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subcontractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Grantor as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

**GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

**10. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages

**11. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

**12. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

**13. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

funds under this contract shall be held by the GRANTEE and used or made available as stated in Attachment A of this contract for behavioral health services for a period of at least fifteen (15) years from the date the final payment is made hereunder.

- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section, provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture provision).

**14. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE, if when the lessee, understands and agrees that any facility leased by the GRANTEE, as the lessee, that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least fifteen (15) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE, the lessee, is found to be out of compliance with this section, the GRANTEE, the lessee, shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).

**15. MODIFICATION TO THE PROJECT BUDGET**

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

**16. SIGNAGE, MARKERS AND PUBLICATIONS**



**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**17. HISTORICAL AND CULTURAL ARTIFACTS**

In the event that historical or cultural artifacts are discovered at the Project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

**18. REAPPROPRIATION**

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2021 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**19. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture all funds disbursed under the Grant, in addition to any other remedies available at law or in equity. This provision supersedes the Recapture provision in Section 27 of the General Terms and Conditions.

**20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**1. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate subcontract with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

**5. AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

**9. AUDIT**

**A. General Requirements**

GRANTEE's are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

**10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

**A. "Confidential Information" as used in this section includes:**

1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**11. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

**12. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

**13. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**14. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

**15. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**16. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**17. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

**18. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**19. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

**Washington State Laws and Regulations**

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**20. LICENSING, ACCREDITATION AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**21. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. The funds provided under this Contract shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

**23. PAY EQUITY**

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

**24. POLITICAL ACTIVITIES**

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**25. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**26. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

**27. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**28. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**29. RIGHT OF INSPECTION**

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**30. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.



**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**31. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**32. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**33. SUBGRANTING/SUBCONTRACTING**

A. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

B. Data Collection - Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**34. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**35. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**36. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

**37. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**38. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

**39. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any AGENCY property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

**40. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by the Authorized Representative of COMMERCE.

**Attachment A**

**Scope of Work**

This project, located at 1230 Monitor Street in Wenatchee, is to renovate an existing building to improve the overall facility and to maintain behavioral health treatment services (evaluation, stabilization, and treatment) in North Central Washington. The project will include both exterior and interior renovations such as roof, siding, concrete, lighting, insulation, and flooring repairs, and remediation.

For all direct appropriations, the scope of work has been approved by the Legislature.

The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Attachment B**

**Budget**

<b>Line Item</b>	<b>Amount</b>
Architecture & Engineering	\$30,000.00
Construction Management	\$420,712
Construction	\$1,315,944.00
Capitalized Equipment	\$70,000.00
WA State Sales Tax	\$123,344.00
<b>Total Contracted Amount:</b>	<b>\$1,960,000.00</b>

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Attachment C**

**Certification of the Availability of Funds to Complete the Project**

<b>Non-State Funds</b>	<b>Amount</b>	<b>Total</b>
Total Non-State Funds	\$0.00	\$0.00
<b>State Funds</b>		
State Capital Budget	\$1,960,000.00	\$1,960,000.00
<b>Total Non-State and State Sources</b>		<b>\$1,960,000.00</b>

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Attachment D**

**Certification of the Payment and Reporting of Prevailing Wages**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, , including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**CITY COUNCIL AGENDA REPORT**

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

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

**MEETING DATE:** November 18, 2021

**I. SUBJECT**

Ordinance 2021-31 – amendments to the 2021 budget.

**II. ACTION REQUESTED**

Staff recommends the City Council approve Ordinance 2021-31 amending the 2021 budget as adopted by Ordinance 2020-31 and amended by Ordinance 2021-19, revoking, recalling or decreasing all or a portion of total appropriations provided for, entering findings that this ordinance is in the best interest of the City and requiring that this Ordinance be approved by a majority plus one of the entire Council.

**III. OVERVIEW**

When the 2021 budget was adopted in 2020, several projects and budget needs were not anticipated. In June, the Council approved several budget amendments with Ordinance 2021-19 to provide necessary legal authority to make purchases in the middle of the year.

As the end of the year approaches, City departments have worked with the Finance Department to determine which funds require additional budget authority. Each of these budget requests were brought to Finance Committee by City Staff and discussed in detail. The budget amendment will provide the necessary legal authority to complete projects and provide resources already approved by the Finance Committee.

**IV. FISCAL IMPACT**

This budget amendment ensures several funds of the City do not exceed original budget appropriations, as required by law. These amendments have been reviewed by Finance Committee.

**VI. REFERENCE(S)**

1. Ordinance 2021-31
2. Ordinance 2021-31, Exhibit "A"

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Laura Merrill, Executive Services Director

Fund	Purpose	Amount	F.C. Date
001	Additional Parks Maintenance position	75,000	6/10/2021
001	Saddle Rock Park property purchase	173,480	6/24/2021
001	Police Body worn cameras	78,000	8/13/2021
001	Additional Sr. Project Engineer for INFRA	43,750	8/13/2021
001	Stevens/Mission property transfer	40,000	10/15/2021
001	State audit cost increases	15,000	11/18/2021
105	Lodging tax debt service transfers	100,000	11/18/2021
108	Transfer to Arterial Street fund	500,000	8/26/2021
110	LEOFF 1 long-term care services	35,000	11/18/2021
111	Pavement condition survey	100,000	9/9/2021
111	2022 pavement preservation	285,000	9/23/2021
112	Okanogan/Crawford ROW Purchase	44,000	7/8/2021
113	Revised homeless funding plan	30,000	6/24/2021
203	Poplar LID fund close-out	3,650	8/26/2021
204	Riverside LID guarantee payment	12,000	8/26/2021
401	Utilities revenue bond refinancing	1,602,760	8/26/2021
405	Utilities revenue bond refinancing	5,644,250	8/26/2021
405	Easy Street sewer relocation	23,000	9/23/2021
410	Utilities revenue bond refinancing	1,859,560	8/26/2021
420	Solid Waste fund close-out	175,000	8/26/2021
503	Fleets early truck purchase	100,000	10/14/2021
		<b>10,939,450</b>	



## **ORDINANCE NO. 2021-31**

**AN ORDINANCE**, amending the 2021 Budget as adopted by Ordinance No. 2020-31, as amended by Ordinance No. 2021-19, revoking, recalling or decreasing all or a portion of total appropriations provided for, entering findings that this Ordinance is in the best interest of the City and requiring that this Ordinance be approved by a majority plus one of the entire Council.

**THE CITY COUNCIL OF THE CITY OF WENATCHEE DO ORDAIN** as follows:

### **SECTION I**

Ordinance No. 2020-31 adopting the 2021 Budget, as subsequently amended by Ordinance No. 2021-19, be and the same is hereby amended by decreasing, revoking or recalling all or a portion of total appropriations and re-appropriating for another purpose or purposes, without limitation to department, division or fund, the use of such monies as is set forth on Exhibit "A" attached hereto and incorporated herein by reference.

### **SECTION II**

This Ordinance is adopted pursuant to the authority of RCW 35A.33.120.

### **SECTION III**

The facts and findings for this Ordinance are that the budget, as originally adopted and amended for the year 2021, needs to be amended so as to balance the budget and to appropriate funds to maintain the public peace, safety and welfare.

### **SECTION IV**

This Ordinance is adopted by at least a majority plus one vote of the City Council as required by the authority set forth in Section II hereof.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a  
regular meeting thereof this 18th day of November, 2021.

CITY OF WENATCHEE, a Municipal  
Corporation

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

ATTEST:

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

APPROVED:

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

Exhibit A
Ordinance 2021-31

Table with columns: Fund Title, Fund No., Beginning Fund Balance, Revenue (Amended Budget, Ordinance 2021-31, Total Revenue), Appropriations (Amended Budget, Ordinance 2021-31, Total Approp.), and Ending Fund Balance. Rows include various city services like General, Rainy Day, Public Arts, etc.



## CITY COUNCIL AGENDA REPORT

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

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

**MEETING DATE:** November 18, 2021

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**I. SUBJECT**

Ordinance 2021-30, adopting the 2022 Budget

**II. ACTION REQUESTED**

Staff recommends the City Council approve Ordinance #2021-30 adopting the final budget for the City of Wenatchee for fiscal year 2022.

**III. OVERVIEW**

The 2022 budget was developed through a group effort of the Mayor, Finance Committee, Department Directors and staff across city departments. The Finance Departments worked with the Mayor and Finance Committee to review requests from the department directors. The base 2022 budget was developed by estimating salaries and benefits of existing positions, rolling over recurring supplies and service expenses, updating interfund activity, contract adjustments, and revenue projections. Additional department requests for operating and capital items were reviewed by Finance Committee and added to the budget.

The 2022 budget includes \$54 million in capital projects such as, Saddle Rock Trail Restoration, Lincoln Park Renovation, North Wenatchee Redevelopment, Federal Building Remodel, Kenzie's Landing, Waste Water Treatment Plant Digester #4, Apple Capital Loop (INFRA), Springwater Avenue Upgrades, and many other parks, economic development, facilities, streets and utility projects.

The 2022 budget totals \$141,036,290 in expenses and \$119,486,950 in revenues. The General fund is budgeted for \$34,265,340 in expenses and \$29,532,090 in revenues. More details can be found in the 2022 budget document.

**IV. FISCAL IMPACT**

The adoption of the 2022 budget is required for any City expenditure to be incurred in 2022. This has been reviewed by Finance Committee.

**VI. REFERENCE(S)**

1. Ordinance #2021-30
2. Ordinance #2021-30, Exhibit "A"
3. Ordinance #2021-30, Exhibit "B"
4. 2022 Budget Document

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
All Department Directors

## **ORDINANCE NO. 2021-30**

**AN ORDINANCE**, adopting the Final Budget for the City of Wenatchee, Washington for the fiscal year ending December 31, 2022.

**WHEREAS**, the City of Wenatchee, Washington completed and placed on file with the City Clerk a proposed budget and estimate of the amount of monies required to meet the public expense, bond retirement and interest, reserve funds and expenses of government of the City for the fiscal year ending December 31, 2022; and

**WHEREAS**, a notice was published that the City Council would meet on November 18, 2021, at 5:15 p.m., at the Council Chambers of City Hall for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of the City an opportunity to be heard upon said budget; and

**WHEREAS**, the said City Council did hold a public hearing at that time and place and did then consider the matter of the proposed budget for the fiscal year 2022; and

**WHEREAS**, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City for the purposes set forth in the budget, and the estimated expenditures set forth in the budget are all necessary to carry on the government of the City for the fiscal year 2022 and is sufficient to meet the various needs of the City during that period.

**NOW, THEREFORE,** the City Council of the City of Wenatchee, do ordain as follows:

**SECTION I**

The budget for the City of Wenatchee, Washington, for the year 2022 is hereby adopted at the fund level in its final form and content as set forth in the comprehensive budget document, “2022 Budget, City of Wenatchee, Washington”, copies of which are on file in the Office of the City Clerk.

**SECTION II**

Estimated resources, including fund balances for each separate fund of the City of Wenatchee, for the year 2022 are set forth in summary form in Exhibit “A”, and are hereby appropriated for expenditure at the fund level during the year 2022 as set forth in the “2022 Budget, City of Wenatchee, Washington.”

**SECTION III**

Detailed budgets for each capital project of the City of Wenatchee, for the year 2022 are set forth in Exhibit “B”, and are hereby approved as set forth in the “2022 Budget, City of Wenatchee, Washington.”

**SECTION IV**

The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the State Auditor’s Office and to the Association of Washington Cities.

**SECTION V**

This ordinance shall be in full force and take effect five days after its publication.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a  
regular meeting thereof this 18th day of November, 2021.

CITY OF WENATCHEE, a Municipal  
Corporation

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

ATTEST:

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

APPROVED:

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



**CITY OF WENATCHEE, WA**  
**2022 Budget**  
**Ordinance # 2021-30, Exhibit A**

<b>Fund</b>	<b>Fund No.</b>	<b>Estimated Beginning Balance</b>	<b>Budgeted Revenues</b>	<b>Budgeted Expenses</b>	<b>Estimated Ending Balance</b>
General	001	13,000,000	29,532,090	34,265,340	8,266,750
Rainy Day	005	1,610,000	3,500	-	1,613,500
Public Arts	101	295,500	30,500	326,000	-
PFD .2% Sales Tax	102	-	2,800,000	2,800,000	-
Paths and Trails	103	3,000	3,100	3,000	3,100
Tourism Promotion Area	104	150,000	450,450	450,000	150,450
Hotel/Motel Tax - Capital Outlay	105	-	320,000	320,000	-
Convention Center	106	150,000	1,110,200	1,122,630	137,570
Hotel/Motel - Tourism	107	150,000	640,100	595,000	195,100
Street Maintenance	108	2,000,000	3,195,500	3,709,820	1,485,680
Arterial Streets	109	400,000	6,961,720	7,154,220	207,500
LEOFF 1 Long-Term Care	110	415,000	81,000	159,000	337,000
Street Overlay	111	1,675,000	652,000	2,313,830	13,170
Impact Fees	112	150,000	100,400	200,000	50,400
Low Income Housing	113	100,000	140,300	142,640	97,660
Community Center	114	50,000	2,530,100	2,528,040	52,060
CDBG Entitlement	115	-	788,870	788,870	-
LEOFF 1 Retiree Health Insurance	116	370,000	320,800	323,000	367,800
Homeless Housing	117	200,000	2,517,190	2,443,270	273,920
Abatement	118	150,000	20,200	75,000	95,200
Transportation Benefit District	119	1,300,000	651,500	1,150,000	801,500
ARP Recovery	120	3,000,000	3,191,820	6,191,820	-
LID Guaranty	204	120,000	300	12,000	108,300
Councilmanic LTGO Bonds	205	30,000	2,007,050	2,006,400	30,650
Riverside Drive LID #2008-1	207	-	28,670	28,670	-
REET Capital Projects	301	1,000,000	651,500	726,000	925,500
Parks & Recreation Capital Projects	302	100,000	6,253,100	6,252,400	100,700
Economic Development Projects	304	(5,000,000)	9,891,480	4,891,480	-
Local Revitalization Financing	307	3,000,000	613,000	2,824,550	788,450
New City Hall Remodel	308	5,000,000	2,406,870	7,183,870	223,000
Foothills Streets	309	630,000	200	629,400	800
INFRA Grant	310	-	3,950,000	3,950,000	-
Water Utility	401	1,400,000	6,186,000	6,344,240	1,241,760
Sewer Utility	405	12,000,000	16,398,000	22,817,250	5,580,750
Storm Drain Utility	410	5,100,000	5,117,750	6,547,440	3,670,310
Regional Water	415	4,500,000	2,167,370	1,090,960	5,576,410
Cemetery	430	255,000	425,900	435,220	245,680
Equipment Rental O&M	501	740,000	1,103,790	1,204,880	638,910
Self Insurance	502	1,800,000	1,212,000	1,310,000	1,702,000
Equipment Rental Replacement	503	4,000,000	714,280	1,176,900	3,537,380
Facilities Maintenance	504	200,000	2,763,800	2,840,440	123,360
Information Systems	505	175,000	1,501,550	1,543,210	133,340
Cemetery Endowment	610	1,270,000	22,500	-	1,292,500
Firemen's Pension	611	1,300,000	30,500	159,500	1,171,000
<b>Total Annual Appropriation</b>		<b>62,788,500</b>	<b>119,486,950</b>	<b>141,036,290</b>	<b>41,239,160</b>



## Capital Project Budget

Date: September 1, 2021 Project Number: 0623

Project Name: McKittrick and Wenatchee Avenue Signal Dept/Category: Public Works - Street Project

**Project Description:**

The project will install a new traffic signal with controllers, pre-emption, detection and radio control equipment. The project will also install ADA compliant curb returns with increased turning radii and new roadway striping.

<b>Project Lead:</b>	Gary Owen	<b>Start Year:</b>	2006
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$2,846,570	<b>Total City Funding:</b>	\$448,010
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$2,398,560

**Project Notes:**

The "Original Budget" is based on the adopted 2021 City Budget.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	197,230		197,230				197,230
Right of Way Acquisition	1,872,340		1,672,340	200,000			1,872,340
Construction Contract	700,000			700,000			700,000
Construction Engineering	70,000			70,000			70,000
Art Fund	7,000			7,000			7,000
<b>Total Project Expenditures</b>	<b>2,846,570</b>		<b>1,869,570</b>	<b>977,000</b>			<b>2,846,570</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	109 - Arterial Streets	448,010		677,170	(229,160)			448,010
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
	Federal	2,398,560		1,192,400	1,206,160			2,398,560
<b>Total Project Revenues</b>		<b>2,846,570</b>		<b>1,869,570</b>	<b>977,000</b>			<b>2,846,570</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 1615

Project Name: N. Wenatchee Ave. Pedestrian & Median Improvements Dept/Category: Public Works - Street Project

**Project Description:** Pedestrian and median improvements on North Wenatchee Avenue in the vicinity of the McKittrick Signal project. Includes highway corridor upgrade and wider sidewalks, landscaping, lighting, streetscape improvements, access consolidation, medians, and frontage roads. Construction will be combined with the McKittrick Signal project to save costs and reduce severity of traffic impacts.

<b>Project Lead:</b>	Gary Owen	<b>Start Year:</b>	2016
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$889,770	<b>Total City Funding:</b>	\$186,095
<b>Budget Amendment:</b>	\$41,310	<b>Other Funding:</b>	\$744,985

**Project Notes:**

The "Original Budget" is based on the adopted 2021 City Budget.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	83,190	41,310	124,500				124,500
Right of Way Acquisition							
Construction Contract	750,334			750,334			750,334
Construction Engineering	55,460			55,460			55,460
Art Fund	786			786			786
<b>Total Project Expenditures</b>	<b>889,770</b>	<b>41,310</b>	<b>124,500</b>	<b>806,580</b>			<b>931,080</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	109 - Arterial Streets	144,785	41,310	31,200	154,895			186,095
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
	Federal	744,985		93,300	651,685			744,985
<b>Total Project Revenues</b>		<b>889,770</b>	<b>41,310</b>	<b>124,500</b>	<b>806,580</b>			<b>931,080</b>

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



## Capital Project Budget

Date: September 13, 2021 Project Number: 1712

Project Name: North Wenatchee Redevelopment Dept/Category: Economic Development

**Project Description:** After the Sleepy Hollow Fires destroyed a number of warehouses in 2015 and with the vacation of the DOT property, the City developed a master redevelopment plan for North Wenatchee and has begun the process of developing supporting infrastructure including the purchase of property to facilitate redevelopment. This budget anticipates the sale of remnant properties to help fund the redevelopment.

<b>Project Lead:</b>	Jammerman/Owen	<b>Start Year:</b>	2017
<b>Assigned Department:</b>	Economic Development	<b>End Year:</b>	2023
<b>Original Project Budget:</b>	\$11,633,000	<b>Total City Funding:</b>	\$0
<b>Budget Amendment:</b>	\$13,272,310	<b>Other Funding:</b>	\$13,272,310

**Project Notes:**

The city is drawing upon interfund loans as an interim financing tool. However, all costs are expected to be covered by property sales and a combination of grants. Adjustments to the budget are based on WSDOT property purchase costs, remnant property sale estimates, and the anticipated cost of the Construction of Columbia Street. Note: A CERB Loan was obtained for the purchase of right of way from Stemilt Growers for the extension of McKittrick Street.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Property Purchases	9,929,000	1,293,000	10,515,384	822,451			11,337,835
Demolition of Buildings	200,000	1,146,277	1,302,277				1,302,277
Professional Services (incl. Columbia Design)	904,000	(472,000)	432,000				432,000
Columbia Street Design							
Interest Costs	600,000	(340,000)	134,165	54,000			188,165
Art Fund		12,033	12,033				12,033
<b>Total Project Expenditures</b>	<b>11,633,000</b>	<b>1,639,310</b>	<b>12,395,859</b>	<b>876,451</b>			<b>13,272,310</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	304 - Economic Development	11,633,000	1,639,310	5,435,000	7,837,310			13,272,310
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>11,633,000</b>	<b>1,639,310</b>	<b>5,435,000</b>	<b>7,837,310</b>			<b>13,272,310</b>

Approved by City Council: \_\_\_\_\_ 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.

<b>Project Lead:</b>	Elisa Webb	<b>Start Year:</b>	2017
<b>Assigned Department:</b>	Facilities	<b>End Year:</b>	2023
<b>Original Project Budget:</b>	\$14,500,000	<b>Total City Funding:</b>	\$17,001,864
<b>Budget Amendment:</b>	\$2,501,864	<b>Other Funding:</b>	

**Project Notes:**

Original Construction 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. The bid also included two (2) alternates, 1) The addition of skylights, adding \$210,000 and 2) the additional of pavement replacement, adding \$59,000.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
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	120,000				120,000
Design Development - includes Road Design	874,000	940,000	940,000				940,000
Remodel - Construction	6,500,000	8,634,000	3,529,000	5,105,000			8,634,000
Contract Administration	200,000	527,000	427,000	100,000			527,000
Site Improvements	575,000	279,000	279,000			-	279,000
Fixtures, Furniture & Equipment	800,000	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
Moving		40,000		40,000			40,000
Sales Tax		742,524		742,524			742,524
Art Fund	100,000	86,340		86,340			86,340
<b>Total Project Expenditures</b>	<b>14,546,000</b>	<b>17,001,864</b>	<b>9,818,000</b>	<b>7,183,864</b>			<b>17,001,864</b>

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2022	2023	2024+	
Fund: 308 - Bond Proceeds	12,000,000	12,100,000	7,318,000	4,782,000			12,100,000
Fund: 001 - General Fund	1,500,000	3,901,864	1,500,000	2,401,864			3,901,864
Fund: 401 - Water Utility	387,350	387,350	387,350				387,350
Fund: 405 - Sewer Utility	333,590	333,590	333,590				333,590
Fund: 410 - Storm Drain Utility	279,060	279,060	279,060				279,060
Fund:							
GRANTS:							
<b>Total Project Revenues</b>	<b>14,500,000</b>	<b>17,001,864</b>	<b>9,818,000</b>	<b>7,183,864</b>			<b>17,001,864</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 1801

Project Name: Ninth Street Rail Crossing Dept/Category: Public Works - Street Project

**Project Description:**

This project will improve safety at the Ninth Street railroad crossing. Improvements will include new sidewalk, curb ramps, signage, pavement markings, and a landscaped median.

<b>Project Lead:</b>	Ryan Harmon	<b>Start Year:</b>	2018
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$1,467,955	<b>Total City Funding:</b>	\$146,790
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$1,321,165

**Project Notes:**

The "Original Budget" is based on the adopted 2021 City Budget. Amended numbers adjust the expenditures by category based on current estimates and amounts spent to date.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	75,000	25,600	100,600				100,600
Right of Way Acquisition	45,000	22,200	67,200				67,200
Construction Contract	1,270,000	(59,300)		1,210,700			1,210,700
Construction Engineering	55,000			55,000			55,000
Miscellaneous - BNSF Design	11,455	11,500		22,955			22,955
Art Fund	11,500			11,500			11,500
<b>Total Project Expenditures</b>	<b>1,467,955</b>		<b>167,800</b>	<b>1,300,155</b>			<b>1,467,955</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	109 - Arterial Streets	146,790		112,600	34,190			146,790
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
	Federal (Railway/Highway Crossings 2017)	1,321,165		55,200	1,265,965			1,321,165
<b>Total Project Revenues</b>		<b>1,467,955</b>		<b>167,800</b>	<b>1,300,155</b>			<b>1,467,955</b>

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



## Capital Project Budget

Date: September 13, 2021 Project Number: 1804

Project Name: Confluence Parkway NEPA & Pre-design Dept/Category: Economic Development

**Project Description:** This project began in 2018 with preliminary design and preliminary NEPA work. In July of 2019, formal NEPA was initiated for the project. Additional funding has been secured to complete an environmental assessment which has been deemed as the appropriate level of environmental review in partnership with FHWA and WSDOT.

Project Lead:	Owen/Merrill	Start Year:	2018
Assigned Department:	Economic Development	End Year:	2022
Original Project Budget:	\$730,000	Total City Funding:	\$1,632,500
Budget Amendment:	\$2,920,000	Other Funding:	\$1,287,500

**Project Notes:**

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	730,000	2,920,000	2,620,000	300,000			2,920,000
Art Fund							
<b>Total Project Expenditures</b>	<b>730,000</b>	<b>2,920,000</b>	<b>2,620,000</b>	<b>300,000</b>			<b>2,920,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	001 - General Fund	130,000	100,000	100,000				100,000
Fund:	304 - Economic Development	200,000	232,500	232,500				232,500
Fund: 304 from Fund 111			1,211,000	1,024,623	241,926			1,266,549
Fund:	410 - Storm Drain Utility		89,000	10,926	58,074			69,000
Fund:								
GRANTS: State			400,000	400,000				400,000
PWTF			200,000	164,451				164,451
LINK			462,500	462,500				462,500
PUD			50,000	50,000				50,000
CD RPA			175,000	175,000				175,000
<b>Total Project Revenues</b>		<b>330,000</b>	<b>2,920,000</b>	<b>2,620,000</b>	<b>300,000</b>			<b>2,920,000</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 1810

Project Name: WWTP Digester 4 Dept/Category: Public Works - Sewer Project

**Project Description:** This project will add a new digester to the city's Wastewater Treatment Plant. The capacity and size of the new digester will be the same as existing Digester 3 and it will have the ability to operate independently of Digester 3. Structural and foundation design, gas handling improvements, boiler and heat exchanger upgrades, electrical and PLC system improvements, as well as mechanical system improvements for the digester system as a whole are all part of the project scope.

<b>Project Lead:</b>	Jeremy Hoover	<b>Start Year:</b>	2018
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2023
<b>Original Project Budget:</b>	\$11,044,800	<b>Total City Funding:</b>	\$4,184,000
<b>Budget Amendment:</b>	\$2,599,200	<b>Other Funding:</b>	\$9,460,000

**Project Notes:**

The "Original Budget" is based on the adopted 2021 City Budget. The amended budget is based on current estimates and expenses to date.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	1,301,000	255,000	1,556,000				1,556,000
Right of Way Acquisition							
Construction Contract	9,460,000	1,308,000		7,179,000	3,589,000		10,768,000
Construction Engineering	189,200	1,022,800		808,000	404,000		1,212,000
Art Fund	94,600	13,400			108,000		108,000
<b>Total Project Expenditures</b>	<b>11,044,800</b>	<b>2,599,200</b>	<b>1,556,000</b>	<b>7,987,000</b>	<b>4,101,000</b>		<b>13,644,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	405 - Sewer Utility	1,584,800	2,599,200	1,556,000	1,680,000	948,000		4,184,000
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
	State Revolving Fund Loan	9,460,000			6,307,000	3,153,000		9,460,000
<b>Total Project Revenues</b>		<b>11,044,800</b>	<b>2,599,200</b>	<b>1,556,000</b>	<b>7,987,000</b>	<b>4,101,000</b>		<b>13,644,000</b>

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





## Capital Project Budget

Date: September 1, 2021 Project Number: 1903

Project Name: Peachey Street Basin Water Quality Retrofit Dept/Category: Public Works - Stormwater Project

**Project Description:**

This project will improve water quality in the Columbia River through the installation of hydrodynamic separators, media filter cartridges, and dry wells at multiple sites in the Peachey Street Basin.

<b>Project Lead:</b>	Jeremy Hoover	<b>Start Year:</b>	2019
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$997,100	<b>Total City Funding:</b>	\$683,750
<b>Budget Amendment:</b>	\$442,900	<b>Other Funding:</b>	\$756,250

**Project Notes:**

The "Original Budget" is based on the adopted 2021 City Budget. The project was advertised in 2021 but did not receive any bids from contractors. The project will be readvertised for construction in 2022.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	40,000	16,100	56,100				56,100
Right of Way Acquisition							
Construction Contract	830,000	470,000		1,300,000			1,300,000
Construction Engineering	115,000	(37,000)		78,000			78,000
Miscellaneous	10,000	(10,000)					
Art Fund	2,100	3,800		5,900			5,900
<b>Total Project Expenditures</b>	<b>997,100</b>	<b>442,900</b>	<b>56,100</b>	<b>1,383,900</b>			<b>1,440,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	410 - Storm Drain Utility	240,850	442,900	14,000	669,750			683,750
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
	Department of Ecology	756,250		42,100	714,150			756,250
<b>Total Project Revenues</b>		<b>997,100</b>	<b>442,900</b>	<b>56,100</b>	<b>1,383,900</b>			<b>1,440,000</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 1905

Project Name: Waterfront Gateway Projects Dept/Category: Public Works - LRF Project

**Project Description:**

The "gateway" improvements are intended to provide aesthetic upgrades in the vicinity of the city's waterfront. The project will improve the Thurston Street underpass and install curb, gutter, and sidewalk on the west side of Worthen Street.

<b>Project Lead:</b>	Jacob Huylar	<b>Start Year:</b>	2019
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$550,000	<b>Total City Funding:</b>	\$670,800
<b>Budget Amendment:</b>	\$130,800	<b>Other Funding:</b>	\$10,000

**Project Notes:**

The "Original Budget" is based on the adopted 2021 City Budget. The project is being constructed in two phases - the first is constructing frontage improvements on the west side of Worthen Street and the second provides aesthetic improvements to the Thurston Street underpass. Construction on Worthen is taking place in 2021 while Thurston is scheduled for 2022.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	75,000	11,200	86,200				86,200
Right of Way Acquisition		4,200	4,200				4,200
Construction Contract	430,000	107,000	238,800	298,200			537,000
Construction Engineering	40,700	7,300	24,000	24,000			48,000
Art Fund	4,300	1,100	2,400	3,000			5,400
<b>Total Project Expenditures</b>	<b>550,000</b>	<b>130,800</b>	<b>355,600</b>	<b>325,200</b>			<b>680,800</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	307 - LRF	550,000	120,800	345,600	325,200			670,800
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
	TIB Complete Streets		10,000	10,000				10,000
<b>Total Project Revenues</b>		<b>550,000</b>	<b>130,800</b>	<b>355,600</b>	<b>325,200</b>			<b>680,800</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 1908

Project Name: Knowles Road Sanitary Sewer Dept/Category: Public Works - Sewer Project

**Project Description:**

Chelan County will be reconstructing Knowles Road from School Street to American Fruit Road. This project will install sanitary sewer main in conjunction with the county's project.

<b>Project Lead:</b>	Jeremy Hoover	<b>Start Year:</b>	2019
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$600,000	<b>Total City Funding:</b>	\$714,100
<b>Budget Amendment:</b>	\$114,100	<b>Other Funding:</b>	\$0

**Project Notes:**

The "Original Budget" was adopted by City Council on February 25, 2021. Design has progressed and the construction estimates have increased based on the depth of sewer necessary to serve several properties.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	120,000	(59,500)	60,500				60,500
Right of Way Acquisition							
Construction Contract	440,000	160,000		600,000			600,000
Construction Engineering	35,600	12,400		48,000			48,000
Art Fund	4,400	1,200		5,600			5,600
<b>Total Project Expenditures</b>	<b>600,000</b>	<b>114,100</b>	<b>60,500</b>	<b>653,600</b>			<b>714,100</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	405 - Sewer Utility	600,000	114,100	60,500	653,600			714,100
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>600,000</b>	<b>114,100</b>	<b>60,500</b>	<b>653,600</b>			<b>714,100</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 1911

Project Name: South Wenatchee Safety Improvements Dept/Category: Public Works - Street Project

**Project Description:**

This project will install curb bulb-outs, ADA ramps, signs, crosswalks, and long line channelization on Spokane Street as well as centerline striping, stop bars, crosswalks, and improved signing on Cascade Street.

<b>Project Lead:</b>	Steve Dobron	<b>Start Year:</b>	2019
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$297,800	<b>Total City Funding:</b>	\$118,500
<b>Budget Amendment:</b>	\$45,700	<b>Other Funding:</b>	\$225,000

**Project Notes:**

The "Original Budget" is based on the adopted 2021 City Budget. The additional funding allows for curb ramp construction at the intersections of Spokane Street and Highland Drive as well as Spokane Street and Malaga Ave.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	44,300	15,700	60,000				60,000
Right of Way Acquisition		5,000	5,000				5,000
Construction Contract	230,000	25,000	-	255,000			255,000
Construction Engineering	23,000			23,000			23,000
Art Fund	500			500			500
<b>Total Project Expenditures</b>	<b>297,800</b>	<b>45,700</b>	<b>65,000</b>	<b>278,500</b>			<b>343,500</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	109 - Arterial Streets	72,800	45,700	35,100	83,400			118,500
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
	Federal (HSIP 2018)	225,000		29,900	195,100			225,000
<b>Total Project Revenues</b>		<b>297,800</b>	<b>45,700</b>	<b>65,000</b>	<b>278,500</b>			<b>343,500</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 1916

Project Name: Methow Street Improvements Dept/Category: Public Works - Street Project

**Project Description:** Install bicycle facilities on Methow St. between Crawford Ave. and Lincoln St. Additionally, construct a mini-roundabout at the intersection of Crawford Ave. and Methow St. to provide intersection control and increase pedestrian safety. Lastly, install new water main in Methow St. between Marjo St. and Lincoln St. per the Comprehensive Water System Plan.

<b>Project Lead:</b>	Emma Honeycutt	<b>Start Year:</b>	2019
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$1,531,800	<b>Total City Funding:</b>	\$813,100
<b>Budget Amendment:</b>	\$67,900	<b>Other Funding:</b>	\$786,600

**Project Notes:**  
Original Budget is based on the adopted 2021 City Budget. The amended budget adjusts both categorical expenditures and revenue sources based on current estimates and expenses to date.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	243,400	-	243,400				243,400
Right of Way Acquisition	95,900	22,800	118,700				118,700
Construction Contract	1,060,700	32,400		1,093,100			1,093,100
Construction Engineering	127,300	11,900		139,200			139,200
Miscellaneous							
Art Fund	4,500	800		5,300			5,300
<b>Total Project Expenditures</b>	<b>1,531,800</b>	<b>67,900</b>	<b>362,100</b>	<b>1,237,600</b>			<b>1,599,700</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	109 - Arterial Streets	186,900	37,600	99,200	125,300			224,500
Fund:	111 - Street Overlay	235,900	48,800		284,700			284,700
Fund:	401 - Water Utility	282,500	(16,200)	37,000	229,300			266,300
Fund:	405 - Sewer Utility	39,900	(2,300)	11,000	26,600			37,600
Fund:								
GRANTS:								
	Federal - Safe Routes to School	786,600		214,900	571,700			786,600
<b>Total Project Revenues</b>		<b>1,531,800</b>	<b>67,900</b>	<b>362,100</b>	<b>1,237,600</b>			<b>1,599,700</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 1917

Project Name: Maple Street Improvements Dept/Category: Public Works - Street Project

**Project Description:**  
This project will upgrade Maple Street between the Wenatchee Reclamation District Ditch and Gabriella Lane to typical urban standards. Proposed improvements include roadway widening, sidewalks, illumination, stormwater infrastructure, and sanitary sewer.

<b>Project Lead:</b>	Emma Honeycutt	<b>Start Year:</b>	2019
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$1,447,830	<b>Total City Funding:</b>	\$1,204,500
<b>Budget Amendment:</b>	-\$243,330	<b>Other Funding:</b>	\$0

**Project Notes:**  
The "Original Budget" is based on the adopted 2021 City Budget. Per the Triad Development Agreement, the city is responsible for the cost of design engineering, right-of-way acquisition, and construction administration/inspection for the section of Maple Street between the WRD canal and Gabriella Ln. The city is also responsible to pay Triad \$700,000 at the completion of the aforementioned section of Maple Street. This budget does not include the \$840,000 that was paid to Triad to purchase easements for future roadways between the WRD canal and Maiden Lane.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	174,800	14,500	189,300				189,300
Right of Way Acquisition	257,000	(29,200)	227,800				227,800
Construction Contract	919,830	(219,830)		700,000			700,000
Construction Engineering	87,400		58,000	29,400			87,400
Art Fund	8,800	(8,800)					
<b>Total Project Expenditures</b>	<b>1,447,830</b>	<b>(243,330)</b>	<b>475,100</b>	<b>729,400</b>			<b>1,204,500</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	309 - Foothills Streets	1,308,600	(204,100)	475,100	629,400			1,104,500
Fund:	405 - Sewer Utility	139,230	(39,230)		100,000			100,000
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>1,447,830</b>	<b>(243,330)</b>	<b>475,100</b>	<b>729,400</b>			<b>1,204,500</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 1919

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

**Project Description:**

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

<b>Project Lead:</b>	Jake Lewing	<b>Start Year:</b>	2020
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$5,020,000	<b>Total City Funding:</b>	\$3,968,800
<b>Budget Amendment:</b>	\$454,000	<b>Other Funding:</b>	\$1,505,200

**Project Notes:**

This project was originally included as part of Project 1712, North Wenatchee Redevelopment, in the 2020 City Budget. It was broken out as part of the 2021 City Budget, which is the basis for the "Original Budget" column. The amended budget primarily adjusts categorical expenditures and revenues based on current estimates and expenses to date.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	550,000	43,000	532,900	60,100			593,000
Right of Way Acquisition		125,000	50,000	75,000			125,000
Construction Contract	4,040,000	185,000	-	4,225,000			4,225,000
Construction Engineering	405,000	95,000		500,000			500,000
Art Fund	25,000	6,000	-	31,000			31,000
<b>Total Project Expenditures</b>	<b>5,020,000</b>	<b>454,000</b>	<b>582,900</b>	<b>4,891,100</b>			<b>5,474,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	304 - Economic Development	1,500,000	1,350,800	582,900	2,267,900			2,850,800
Fund:	405 - Sewer Utility	625,000	93,000		718,000			718,000
Fund:	410 - Storm Drain Utility	1,145,000	(745,000)		400,000			400,000
Fund:								
Fund:								
GRANTS:								
	Federal - STP/STBG	500,500	704,700		1,205,200			1,205,200
	Federal - STP <i>(Pending)</i>	764,500	(764,500)					
	Chelan County PUD	485,000	(185,000)		300,000			300,000
<b>Total Project Revenues</b>		<b>5,020,000</b>	<b>454,000</b>	<b>582,900</b>	<b>4,891,100</b>			<b>5,474,000</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 2002

Project Name: Pershing & Poplar Sewer Extension Dept/Category: Public Works - Sewer Project

**Project Description:**

This project will install new sewer mains in Poplar Avenue north of Maple Street, Pershing Street between Maple Street and McKittrick Street, and Mulberry Lane between Poplar Avenue and Pershing Street.

<b>Project Lead:</b>	Ryan Harmon	<b>Start Year:</b>	2019
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$1,116,000	<b>Total City Funding:</b>	\$1,478,500
<b>Budget Amendment:</b>	\$362,500	<b>Other Funding:</b>	\$0

**Project Notes:**

The "Original Budget" is based on the adopted 2021 City Budget. The additional funding for construction allows for a full overlay of Poplar Avenue and a half-street overlay of Pershing Street.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	90,000	(38,000)	52,000				52,000
Right of Way Acquisition							
Construction Contract	961,000	388,000	-	1,349,000			1,349,000
Construction Engineering	55,000	10,000	-	65,000			65,000
Art Fund	10,000	2,500	-	12,500			12,500
<b>Total Project Expenditures</b>	<b>1,116,000</b>	<b>362,500</b>	<b>52,000</b>	<b>1,426,500</b>			<b>1,478,500</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	405 - Sewer Utility	1,116,000	362,500	52,000	1,426,500			1,478,500
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>1,116,000</b>	<b>362,500</b>	<b>52,000</b>	<b>1,426,500</b>			<b>1,478,500</b>

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





## Capital Project Budget

Date: September 1, 2021 Project Number: 2003

Project Name: UV/WWTP Facility Plan Update Dept/Category: Public Works - Sewer Project

**Project Description:** The City of Wenatchee's Wastewater Treatment Plan is undergoing a study of the existing UV treatment facility. This study will identify the needed UV system expansion requirements to be able to adequately treat the city's sanitary sewer waste. In conjunction with this study, an update to the WWTP Facility Plan is being conducted to identify any other areas that need updated and/or expanded a the WWTP.

<b>Project Lead:</b>	Jessica Shaw	<b>Start Year:</b>	2020
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$220,000	<b>Total City Funding:</b>	\$220,000
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$0

**Project Notes:**

The "Original Budget" is based on the adopted 2021 City Budget.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	220,000		50,000	170,000			220,000
Right of Way Acquisition							
Construction Contract							
Construction Engineering							
Art Fund							
<b>Total Project Expenditures</b>	<b>220,000</b>		<b>50,000</b>	<b>170,000</b>			<b>220,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	405 - Sewer Utility	220,000		50,000	170,000			220,000
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>220,000</b>		<b>50,000</b>	<b>170,000</b>			<b>220,000</b>

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



## Capital Project Budget

Date: September 24, 2021 Project Number: 2007

Project Name: Springwater Avenue Dept/Category: Public Works - Street Project

**Project Description:** This project will upgrade Springwater Avenue between Woodward Drive and Western Ave. The Transportation Improvement Board was not able to fully fund the project as originally applied for, but was able to provide \$1.9M in grant funding. Real Estate Excise Tax will be used to supplant the reduced grant funding, thereby allowing construction of urban improvements on both sides of the street.

<b>Project Lead:</b>	Emma Honeycutt	<b>Start Year:</b>	2020
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$2,456,980	<b>Total City Funding:</b>	\$1,356,980
<b>Budget Amendment:</b>	\$800,000	<b>Other Funding:</b>	\$1,900,000

**Project Notes:**

The "Original Budget" is based on the adopted 2021 City Budget. The amended budget adds Real Estate Excise Tax as noted in the description and increases the stormwater funding to connect the new stormwater system in Springwater to the existing system in Western.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	240,700	52,280	156,000	136,980			292,980
Right of Way Acquisition	448,000		31,000	417,000			448,000
Construction Contract	1,604,480	675,520		2,280,000			2,280,000
Construction Engineering	160,500	67,500		228,000			228,000
Art Fund	3,300	4,700		8,000			8,000
<b>Total Project Expenditures</b>	<b>2,456,980</b>	<b>800,000</b>	<b>187,000</b>	<b>3,069,980</b>			<b>3,256,980</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	109 - Arterial Streets	486,980	-	37,400	449,580			486,980
Fund:	301 - Real Estate Excise Tax		500,000		500,000			500,000
Fund:	410 - Storm Drain Utility	70,000	300,000		370,000			370,000
Fund:								
Fund:								
<b>GRANTS:</b>								
	Transportation Improvement Board (TIB)	1,900,000		149,600	1,750,400			1,900,000
<b>Total Project Revenues</b>		<b>2,456,980</b>	<b>800,000</b>	<b>187,000</b>	<b>3,069,980</b>			<b>3,256,980</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 2008

Project Name: Walla Walla Stormwater Retrofit Dept/Category: Public Works - Stormwater Project

**Project Description:**

This project will improve water quality in the Columbia River through installation of BMPs including curb cuts, catch basins with sumps, infiltration trenches, and hydrodynamic separators along Walla Walla Ave.

<b>Project Lead:</b>	Emma Honeycutt	<b>Start Year:</b>	2019
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$1,000,900	<b>Total City Funding:</b>	\$803,800
<b>Budget Amendment:</b>	\$552,000	<b>Other Funding:</b>	\$749,100

**Project Notes:**

The "Original Budget" is based on the adopted 2021 City Budget. In addition to the stormwater retrofit, this project will overlay Walla Walla Ave. The amended budget adds funds for the overlay as well as adjusts the stormwater costs to account for inflation.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	70,000	(15,000)	30,000	25,000			55,000
Right of Way Acquisition							
Construction Contract	808,800	552,700		1,361,500			1,361,500
Construction Engineering	120,000	10,000		130,000			130,000
Art Fund	2,100	4,300		6,400			6,400
<b>Total Project Expenditures</b>	<b>1,000,900</b>	<b>552,000</b>	<b>30,000</b>	<b>1,522,900</b>			<b>1,552,900</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	410 - Storm Drain Utility	251,800	52,000	7,500	296,300			303,800
Fund:	111 - Street Overlay		500,000		500,000			500,000
Fund:								
Fund:								
Fund:								
GRANTS:								
	Department of Ecology	749,100		22,500	726,600			749,100
<b>Total Project Revenues</b>		<b>1,000,900</b>	<b>552,000</b>	<b>30,000</b>	<b>1,522,900</b>			<b>1,552,900</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 2010

Project Name: North Wenatchee Avenue Sewer Repair Dept/Category: Public Works - Sewer Project

**Project Description:**

This project will reroute an existing sewer main in Wenatchee Avenue between Fifth Street and Seventh Street to increase capacity and reduce the potential for backups.

<b>Project Lead:</b>		<b>Start Year:</b>	2021
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2023
<b>Original Project Budget:</b>	\$350,000	<b>Total City Funding:</b>	\$350,000
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$0

**Project Notes:**

The "Original Budget" is based on the adopted 2021 City Budget. The city will be performing flow monitoring prior to further design.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	53,400		3,100	37,000	13,300		53,400
Right of Way Acquisition							
Construction Contract	267,200				267,200		267,200
Construction Engineering	26,700				26,700		26,700
Art Fund	2,700				2,700		2,700
<b>Total Project Expenditures</b>	<b>350,000</b>		<b>3,100</b>	<b>37,000</b>	<b>309,900</b>		<b>350,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	405 - Sewer Utility	350,000		3,100	37,000	309,900		350,000
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>350,000</b>		<b>3,100</b>	<b>37,000</b>	<b>309,900</b>		<b>350,000</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 2012

Project Name: Snohomish Street Outfall Improvements Dept/Category: Public Works - Stormwater Project

**Project Description:**

This project will improve the existing stormwater outfall at Snohomish Street to alleviate flooding and erosion.

<b>Project Lead:</b>		<b>Start Year:</b>	2021
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2023
<b>Original Project Budget:</b>	\$395,000	<b>Total City Funding:</b>	\$545,000
<b>Budget Amendment:</b>	\$150,000	<b>Other Funding:</b>	\$0

**Project Notes:**

The "Original Budget" is based on the adopted 2021 City Budget. The amended budget allows for additional flooding and erosion mitigation on Crescent Street directly upstream of the outfall. The city is coordinating a preliminary geotechnical investigation around the Snohomish Street outfall prior to moving forward with detailed design.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	60,300	22,900		83,200			83,200
Right of Way Acquisition							
Construction Contract	301,500	114,500			416,000		416,000
Construction Engineering	30,200	11,400			41,600		41,600
Art Fund	3,000	1,200			4,200		4,200
<b>Total Project Expenditures</b>	<b>395,000</b>	<b>150,000</b>		<b>83,200</b>	<b>461,800</b>		<b>545,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	410 - Storm Drain Utility	395,000	150,000		83,200	461,800		545,000
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>395,000</b>	<b>150,000</b>		<b>83,200</b>	<b>461,800</b>		<b>545,000</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 2105

Project Name: School Street Sanitary Sewer Extension Dept/Category: Public Works - Sewer Project

**Project Description:**

In order to provide an outfall for the sewer being installed in Knowles Rd as part of a Chelan County-led, TIB grant-funded project, a segment of sanitary sewer is required in School St. between Easy St. and Knowles Rd. This project will design and construct that segment of sewer pipe.

<b>Project Lead:</b>	<u>Jeremy Hoover</u>	<b>Start Year:</b>	<u>2021</u>
<b>Assigned Department:</b>	<u>Public Works</u>	<b>End Year:</b>	<u>2022</u>
<b>Original Project Budget:</b>	<u>\$366,590</u>	<b>Total City Funding:</b>	<u>\$650,500</u>
<b>Budget Amendment:</b>	<u>\$283,910</u>	<b>Other Funding:</b>	<u>\$0</u>

**Project Notes:**

The "Original Budget" was adopted by City Council on February 5, 2021. The project involves crossing two large irrigation mains, one that feeds the main ditch in Wenatchee and another that feeds the Columbia Lateral. The cost to bore under these mains is significantly more than originally expected, therefore the project will need additional funding. The work is expected to occur in conjunction with Chelan County's project.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	77,000	43,000	120,000				120,000
Right of Way Acquisition							
Construction Contract	259,000	228,000		487,000			487,000
Construction Engineering	28,000	11,000		39,000			39,000
Art Fund	2,590	1,910		4,500			4,500
<b>Total Project Expenditures</b>	<b>366,590</b>	<b>283,910</b>	<b>120,000</b>	<b>530,500</b>			<b>650,500</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	405 - Sewer Utility	366,590	283,910	120,000	530,500			650,500
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>366,590</b>	<b>283,910</b>	<b>120,000</b>	<b>530,500</b>			<b>650,500</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 2106

Project Name: WWTP Blower Improvements Dept/Category: Public Works - Sewer Project

**Project Description:** The air blowers that serve the WWTP aeration basin are antiquated, oversized, single-speed units that are difficult to effectively control, consume vast amounts of energy, and have been identified as a potentially cost-reimbursable improvement by the PUD. The project will replace oversized motors and outdated electrical equipment in the blower building. In addition, the project will include the replacement of the gates between the aeration basins and the secondary clarifiers.

<b>Project Lead:</b>	Jeremy Hoover	<b>Start Year:</b>	2021
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$793,000	<b>Total City Funding:</b>	\$793,000
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$0

**Project Notes:**

The "Original Budget" was adopted by City Council on February 25, 2021.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	127,000		40,000	87,000			127,000
Right of Way Acquisition							
Construction Contract	600,000			600,000			600,000
Construction Engineering	60,000			60,000			60,000
Art Fund	6,000			6,000			6,000
<b>Total Project Expenditures</b>	<b>793,000</b>		<b>40,000</b>	<b>753,000</b>			<b>793,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	405 - Sewer Utility	793,000		40,000	753,000			793,000
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>793,000</b>		<b>40,000</b>	<b>753,000</b>			<b>793,000</b>

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



## Capital Project Budget

Date: September 10, 2021 Project Number: 2109

Project Name: 2021-2023 Pavement Condition Survey Dept/Category: Public Works - Pavement Mgmt.

**Project Description:**

This project will provide two city-wide pavement condition surveys over a span of three years. It will also provide technical support to update the city's Streetsaver Pavement Management Software.

<b>Project Lead:</b>	Jake Lewing	<b>Start Year:</b>	2021
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2023
<b>Original Project Budget:</b>	\$225,000	<b>Total City Funding:</b>	\$225,000
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$0

**Project Notes:**

The "Original Budget" was approved by City Council on September 9, 2021.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	225,000		100,000	50,000	75,000		225,000
Right of Way Acquisition							
Construction Contract							
Construction Engineering							
Art Fund							
<b>Total Project Expenditures</b>	<b>225,000</b>		<b>100,000</b>	<b>50,000</b>	<b>75,000</b>		<b>225,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	111 - Street Overlay	225,000		100,000	50,000	75,000		225,000
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>225,000</b>		<b>100,000</b>	<b>50,000</b>	<b>75,000</b>		<b>225,000</b>

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





# Capital Project Budget

**Date:** September 10, 2021 **Project Number:** 2110  
**Project Name:** 2022 Pavement Preservation **Dept/Category:** Public Works - Street Project

**Project Description:**  
 Overlay various city streets as identified by the city's StreetSaver Pavement Management Program.

<b>Project Lead:</b>	Jake Lewing	<b>Start Year:</b>	2021
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$2,489,000	<b>Total City Funding:</b>	\$2,489,000
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$0

**Project Notes:**  
 The "Original Budget" will be presented to City Council for approval on September 23, 2021 to allow for design to begin in the fall of 2021. This budget sheet is to be included in the 2022 City Budget package.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	380,000		285,000	95,000			380,000
Right of Way Acquisition							
Construction Contract	1,900,000			1,900,000			1,900,000
Construction Engineering	190,000			190,000			190,000
Art Fund	19,000			19,000			19,000
<b>Total Project Expenditures</b>	<b>2,489,000</b>		<b>285,000</b>	<b>2,204,000</b>			<b>2,489,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	111 - Street Overlay	1,339,000		285,000	1,054,000			1,339,000
Fund:	119 - TBD	1,150,000			1,150,000			1,150,000
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>2,489,000</b>		<b>285,000</b>	<b>2,204,000</b>			<b>2,489,000</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 2111

Project Name: Easy Street Sewer Relocation Dept/Category: Public Works - Sewer Project

**Project Description:** The city has sanitary sewer infrastructure in WSDOT right-of-way at the intersection of SR 2/97 and Easy Street. WSDOT is currently designing a new roundabout to replace the existing traffic signal, which will expand the intersection's footprint. One of the city's sewer manholes must be relocated outside of the future travel way. Relocating the manhole also involves replacing approximately 150 feet of sewer pipe.

<b>Project Lead:</b>	Ryan Harmon	<b>Start Year:</b>	2021
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$150,000	<b>Total City Funding:</b>	\$150,000
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$0

**Project Notes:**  
The "Original Budget" will be presented to City Council for approval on September 23, 2021 to allow for design to begin in the fall of 2021. This budget sheet is to be included in the 2022 City Budget package.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	23,000		23,000				23,000
Right of Way Acquisition							
Construction Contract	112,000			112,000			112,000
Construction Engineering	14,000			14,000			14,000
Art Fund	1,000			1,000			1,000
<b>Total Project Expenditures</b>	<b>150,000</b>		<b>23,000</b>	<b>127,000</b>			<b>150,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	405 - Sewer Utility	150,000		23,000	127,000			150,000
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>150,000</b>		<b>23,000</b>	<b>127,000</b>			<b>150,000</b>

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



## Capital Project Budget

**Date:** October 15, 2021 **Project Number:** 2112

**Project Name:** Community Center Facility Improvements **Dept/Category:** Facilities - Fund 114

**Project Description:** The City of Wenatchee South Wenatchee Action Plan identifies the Community Center (WCC) as an opportunity for the creation of education and skill development programming as well as activity spaces similar to makerspaces. The project would fund capital improvements to the WCC to support innovative educational opportunities for local students and providing wrap around services and extracurricular programming for the entire neighborhood and surrounding community.

<b>Project Lead:</b>	<u>Elisa Schafer</u>	<b>Start Year:</b>	<u>2022</u>
<b>Assigned Department:</b>	<u>Facilities</u>	<b>End Year:</b>	<u>2023</u>
<b>Original Project Budget:</b>	<u>\$2,500,000</u>	<b>Total City Funding:</b>	
<b>Budget Amendment:</b>		<b>Other Funding:</b>	<u>\$2,450,000</u>

**Project Notes:**  
A grant was applied for in 2020, through the office of Senator Brad Hawkins, to the Department of Commerce. An appropriation of \$2,500,000 was approved in the 2012-2024 State Capital Budget for the City of Wenatchee Community Center Project.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Engineering/Design	120,000			120,000			120,000
Project Oversight by DOC	50,000			50,000			50,000
Construction	2,088,000			2,088,000			2,088,000
Contract Administration	25,000			25,000			25,000
Legal	45,000			45,000			45,000
Contingency	172,000			172,000			172,000
Art Fund							
<b>Total Project Expenditures</b>	<b>2,500,000</b>			<b>2,500,000</b>			<b>2,500,000</b>

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2022	2023	2024+	
Fund:							
Fund:							
Fund:							
Fund:							
Fund:							
GRANTS: 2022 Local & Community Projects	2,500,000			2,500,000			2,500,000
<b>Total Project Revenues</b>	<b>2,500,000</b>			<b>2,500,000</b>			<b>2,500,000</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 2201

Project Name: Apple Capital Loop: Sements 1B, 2A, 2C Dept/Category: Public Works - Street Project

**Project Description:**

Design, Right-of-Way acquisition and construction of the McKittrick St. underpass and extension, Confluence Parkway South, and the South End Bike/Ped Access segments of the Apple Capital Loop project identified in the INFRA grant application.

Project Lead:	Owen/Jammerman	Start Year:	2022
Assigned Department:	Public Works	End Year:	2026
Original Project Budget:	\$102,611,956	Total City Funding:	\$10,199,952
Budget Amendment:		Other Funding:	\$92,412,004

**Project Notes:**

Federal funding has not yet been secured via agreement. Total match funding will be dependent on ability to utilize several funds including CERB/PWTF, BNSF,

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Preliminary Engineering				3,950,000	3,046,000		6,996,000
Right-of-Way					6,148,428		6,148,428
Construction/Contingency					9,692,338	79,775,190	89,467,528
Art Fund							
<b>Total Project Expenditures</b>				<b>3,950,000</b>	<b>18,886,766</b>	<b>79,775,190</b>	<b>102,611,956</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	109 - Arterial Streets	10,199,952			395,000	1,889,000	7,915,952	10,199,952
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
	INFRA	92,412,004			3,555,000	16,997,766	71,859,238	92,412,004
<b>Total Project Revenues</b>		<b>102,611,956</b>			<b>3,950,000</b>	<b>18,886,766</b>	<b>79,775,190</b>	<b>102,611,956</b>

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



# Capital Project Budget

Date: September 1, 2021 Project Number: 2202

Project Name: Crawford Avenue Water Main Replacement Dept/Category: Public Works - Water Project

**Project Description:**  
This project will replace the existing 1950-era steel water main in Crawford Ave between Miller St and Okanogan Ave.

<b>Project Lead:</b>		<b>Start Year:</b>	2022
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2023
<b>Original Project Budget:</b>	\$1,170,500	<b>Total City Funding:</b>	\$1,170,500
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$0

**Project Notes:**  
This is a new project budget.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	178,800			161,000	17,800		178,800
Right of Way Acquisition							
Construction Contract	894,000				894,000		894,000
Construction Engineering	89,400				89,400		89,400
Art Fund	8,300				8,300		8,300
<b>Total Project Expenditures</b>	<b>1,170,500</b>			<b>161,000</b>	<b>1,009,500</b>		<b>1,170,500</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	401 - Water Utility	1,170,500			161,000	1,009,500		1,170,500
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>1,170,500</b>			<b>161,000</b>	<b>1,009,500</b>		<b>1,170,500</b>

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



## Capital Project Budget

Date: September 10, 2021 Project Number: 2203

Project Name: 2023 Pavement Preservation Dept/Category: Public Works - Street Project

**Project Description:**

This project will resurface existing streets in accordance with the city's StreetSaver Pavement Management Program.

Project Lead:	Jake Lewing	Start Year:	2022
Assigned Department:	Public Works	End Year:	2023
Original Project Budget:	\$1,200,000	Total City Funding:	\$1,200,000
Budget Amendment:		Other Funding:	\$0

**Project Notes:**

This is a new project budget.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	183,200			183,200	-		183,200
Right of Way Acquisition							
Construction Contract	916,000				916,000		916,000
Construction Engineering	91,600				91,600		91,600
Art Fund	9,200				9,200		9,200
<b>Total Project Expenditures</b>	<b>1,200,000</b>			<b>183,200</b>	<b>1,016,800</b>		<b>1,200,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	111 - Street Overlay	600,000			183,200	416,800		600,000
Fund:	119 - TBD	600,000				600,000		600,000
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>1,200,000</b>			<b>183,200</b>	<b>1,016,800</b>		<b>1,200,000</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 2204

Project Name: North Wenatchee Water Quality Facility Dept/Category: Public Works - Stormwater Project

**Project Description:** The North Wenatchee Avenue Stormwater Facility is a diversion structure that directs stormwater runoff from the north end of the City of Wenatchee to a series of three ditches running north along the BNSF railroad tracks. The ditches ultimately discharge to the Wenatchee River. This project will reduce stormwater pollutants discharging to the Wenatchee River and restore the waterways in the Horan Natural Area.

<b>Project Lead:</b>		<b>Start Year:</b>	2022
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$153,000	<b>Total City Funding:</b>	\$110,000
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$43,000

**Project Notes:**

This is a new project budget.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	20,000			20,000			20,000
Right of Way Acquisition							
Construction Contract	120,000			120,000			120,000
Construction Engineering	12,000			12,000			12,000
Art Fund	1,000			1,000			1,000
<b>Total Project Expenditures</b>	<b>153,000</b>			<b>153,000</b>			<b>153,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	410 - Storm Drain Utility	110,000			110,000			110,000
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
	Department of Ecology	43,000			43,000			43,000
<b>Total Project Revenues</b>		<b>153,000</b>			<b>153,000</b>			<b>153,000</b>

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



## Capital Project Budget

Date: September 1, 2021 Project Number: 2205

Project Name: Franklin Avenue Sewer Repair Dept/Category: Public Works - Sewer Project

**Project Description:**

This project will repair a section of failed sewer pipe on Franklin Avenue to the south of Washington Street.

<b>Project Lead:</b>		<b>Start Year:</b>	2022
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$131,000	<b>Total City Funding:</b>	\$131,000
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$0

**Project Notes:**

This is a new project budget.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	20,000			20,000			20,000
Right of Way Acquisition							
Construction Contract	100,000			100,000			100,000
Construction Engineering	10,000			10,000			10,000
Art Fund	1,000			1,000			1,000
<b>Total Project Expenditures</b>	<b>131,000</b>			<b>131,000</b>			<b>131,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	405 - Sewer Utility	131,000			131,000			131,000
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>131,000</b>			<b>131,000</b>			<b>131,000</b>

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





## Capital Project Budget

Date: October 15, 2021 Project Number: 2206

Project Name: Parkside Improvements Dept/Category: Public Works/ Facilities

**Project Description:**

Parkside Facilities improvements for Behavioral Health services. Improvements to Roof, HVAC, Exterior work including asphalt, landscaping and storm water.

<b>Project Lead:</b>	<u>Aaron Kelly</u>	<b>Start Year:</b>	<u>2022</u>
<b>Assigned Department:</b>	<u>Public Works/Facilities</u>	<b>End Year:</b>	<u>2023</u>
<b>Original Project Budget:</b>	<u>\$2,000,000</u>	<b>Total City Funding:</b>	<u>\$0</u>
<b>Budget Amendment:</b>		<b>Other Funding:</b>	<u>\$2,000,000</u>

**Project Notes:**

The City has been working with Commerce over the last year to receive the grant.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Engineering	30,000			30,000			30,000
Project Oversight by DOC	40,000			40,000			
Construction	1,315,944			1,000,000	315,944		1,315,944
Capitalized Equipment	70,000			70,000			70,000
Construction Management	187,075			150,000	37,075		187,075
Construction Administration	233,637			200,000	33,637		233,637
Sales Tax	123,344			100,000	23,344		123,344
<b>Total Project Expenditures</b>	<b>2,000,000</b>			<b>1,590,000</b>	<b>410,000</b>		<b>1,960,000</b>

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2022	2023	2024+	
Fund:							
Fund:							
Fund:							
Fund:							
Fund:							
GRANTS:	2,000,000	2,000,000		2,000,000			2,000,000
<b>Total Project Revenues</b>	<b>2,000,000</b>	<b>2,000,000</b>		<b>2,000,000</b>			<b>2,000,000</b>

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

Date



## Capital Project Budget

Date: June 21, 2021 Project Number: PK2006C1

Project Name: Lincoln Park Renovation Dept./Category: Parks

**Project Description:**

The project will bring new life and function to the park by adding community requested amenities including a picnic shelter, splash pad, bmx pump park, soccer field, safety fences, restrooms, stage and shade trees.

<b>Project Lead:</b>	Erickson	<b>Start Year:</b>	2021
<b>Assigned Department:</b>	PRCS	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$3,500,000	<b>Total City Funding:</b>	\$2,073,450
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$1,426,550

**Project Notes:**

RCO LWCF, WWRP and YAF grants were successful in 2018 for the project. County LTAC grant was successful in 2020. Donations have been received. Engineering was completed in 2021 with construction scheduled to go to bid in November 2021 for a 2020 construction. The pump park is currently out to bid. The picnic shelter has been purchased and play equipment and splash pad equipment to be ordered in the Fall of 2021.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
A & E	121,950		165,000	55,000			220,000
Development	3,351,617			3,440,243			3,440,243
Art Fund							
<b>Total Project Expenditures</b>	<b>3,473,567</b>		<b>165,000</b>	<b>3,495,243</b>			<b>3,660,243</b>

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2022	2023	2024+	
Fund: General	175,708			1,107,808			1,107,808
Fund: Sewer	424,000			335,000			335,000
Fund: Art	325,000			325,000			325,000
Fund: CDBG	200,000			200,000			200,000
Fund: ARP				249,243			249,243
GRANTS: RCO YAF	263,192		6,742	256,450			263,192
GRANTS: RCO WWRP	500,000		9,450	490,550			500,000
GRANTS: RCO LWCF	500,000		9,450	490,550			500,000
GRANTS: COUNTY LTAC	100,000			100,000			100,000
FORCE ACCOUNT: Labor	10,000		5,000	5,000			10,000
DONATIONS: Rotary, Harvest Hills	70,000		70,000				70,000
<b>Total Project Revenues</b>	<b>2,567,900</b>		<b>100,642</b>	<b>3,559,601</b>			<b>3,660,243</b>

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



## Capital Project Budget

Date: June 16, 2021

Project Number: PK2006C3

Project Name: City Pool Liner Replacement

Dept./Category: Parks

**Project Description:** The City pool plaster liner was last replaced in 1996. Liners for outdoor pools typically last 8-10 years in optimal conditions. Annual required acid washing of the pool also increases the liner wear. The pool has been suffering from areas of liner delamination for years which has required patching. The pool paint is essentially holding the water in. This project will replace the plaster liner and tiles.

**Project Lead:** Erickson  
**Assigned Department:** PRCS  
**Original Project Budget:** \$880,000  
**Budget Amendment:**

**Start Year:** 2021  
**End Year:** 2023  
**Total City Funding:** \$555,000  
**Other Funding:** \$325,000

**Project Notes:**  
 A State Youth Athletic Facility Account Grant application was submitted in 2020 to help cover the cost of the project. Grant rankings are anticipated to be released in October/November. If successful the grant contract would be issued in mid-2021. Engineering would occur in 2021/2022 with construction in 2022.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
A & E	80,000			20,000	60,000		80,000
Development	800,000				800,000		800,000
Art Fund							
<b>Total Project Expenditures</b>	<b>880,000</b>			<b>20,000</b>	<b>860,000</b>		<b>880,000</b>

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2022	2023	2024+	
Fund: ARP Funds	545,000			20,000	530,000		550,000
Fund:							
Fund:							
Fund:							
Fund:							
GRANTS: RCO YAF	325,000				325,000		325,000
DONATIONS:							
DONATIONS:							
FORCE ACCOUNT: Labor	10,000			2,000	3,000		5,000
<b>Total Project Revenues</b>	<b>880,000</b>			<b>22,000</b>	<b>858,000</b>		<b>880,000</b>

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



## Capital Project Budget

Date: June 22, 2021 Project Number: PK200601

Project Name: Saddle Rock Habitat & Trail Restoration Dept./Category: Parks

**Project Description:**

This multi-phase project improves habitat and trail surfaces by removing mine waste rock piles and restoring habitat, improving the main trail corridor to reduce erosion and closing adits.

Project Lead:	Mitchell	Start Year:	2018
Assigned Department:	PRCS	End Year:	2023
Original Project Budget:	\$2,456,444	Total City Funding:	\$212,000
Budget Amendment:		Other Funding:	\$2,244,444

**Project Notes:**

Department of Ecology grants - TCPRA 2018-00035 and TCPRA 1921-00073 are being utilized for the project. CDLT will be providing approximately \$80,000 in trail work. Engineering of phase two began in 2020 with construction anticipated in 2022.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
A & E	372,000		300,000	40,000			340,000
Development	2,020,000		900,000	980,000			1,880,000
Art Fund							
<b>Total Project Expenditures</b>	<b>2,392,000</b>		<b>1,200,000</b>	<b>1,020,000</b>			<b>2,220,000</b>

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2022	2023	2023+	
Fund: General	272,000		300,000	20,000			320,000
Fund:							
Fund:							
Fund:							
Fund:							
GRANTS: TCPRA	900,000		900,000				900,000
GRANTS: TCPRA	1,120,000			920,000			920,000
DONATIONS: CDLT				80,000			80,000
<b>Total Project Revenues</b>	<b>2,292,000</b>		<b>1,200,000</b>	<b>1,020,000</b>			<b>2,220,000</b>

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



## Capital Project Budget

Date: June 22, 2021 Project Number: PK2006T8

Project Name: Kenzie's Landing Acquisition & Development Dept./Category: Parks

**Project Description:** This project acquires the 51.76 acre property and constructs a trailhead that features: vault restrooms, yard and fire hydrants, picnic shelter; regulatory, interpretive and entrance signs; water station; security cameras, lighting; bike and vehicle parking; dog waste and trash receptacles. Fences will be used to control circulation and a paved access drive connects the trailhead. It includes a gate for emergency response and a crushed rock trail for group and ADA trail experiences.

<b>Project Lead:</b>	Erickson	<b>Start Year:</b>	2019
<b>Assigned Department:</b>	PRCS	<b>End Year:</b>	2022
<b>Original Project Budget:</b>	\$2,621,300	<b>Total City Funding:</b>	\$160,000
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$2,483,914

**Project Notes:**  
The property was purchased through a bargain sale used as a grant match in 2019. State grant number 18-1247. Engineering will be complete in 2021 with construction planned for 2022.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
A & E	120,000		72,000	48,000			120,000
Acquisition	1,760,000		872,614				872,614
Development	741,300			741,300			741,300
Art Fund							
<b>Total Project Expenditures</b>	<b>2,621,300</b>		<b>944,614</b>	<b>789,300</b>			<b>1,733,914</b>

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2022	2023	2024+	
Fund: General			22,614				22,614
Fund: Storm/ARP				89,000			89,000
Fund:							
Fund:							
Fund:							
GRANTS: RCO WWRP	1,000,000		721,544	278,456			1,000,000
DONATIONS: Land	910,000		910,000				910,000
GRANTS: CDLT	551,300		128,456	416,844			545,300
FORCE ACCOUNT: Labor	10,000		5,000	5,000			10,000
<b>Total Project Revenues</b>	<b>2,471,300</b>		<b>1,787,614</b>	<b>789,300</b>			<b>2,576,914</b>

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



## Capital Project Budget

Date: June 21, 2021 Project Number: PK2006T1

Project Name: Foothills Regional Recreation Area Dept./Category: Parks

**Project Description:**

This partnership project acquires 656.39 acres of property to expand recreational, habitat and educational opportunities at Saddle Rock and serve as a critical trail linkage between public properties.

Project Lead:	Erickson	Start Year:	2020
Assigned Department:	PRCS	End Year:	2022
Original Project Budget:	\$983,500	Total City Funding:	\$30,000
Budget Amendment:		Other Funding:	\$963,500

**Project Notes:**

RCO grant applications were successful in 2020. Property values are to be confirmed by appraisals in late 2021 or early 2022. CDLT is leading the negotiation process. Boundary line adjustments will be needed for two properties.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
A & E							
Acquisition	983,500		20,000	973,500			993,500
Development							
Art Fund							
<b>Total Project Expenditures</b>	<b>983,500</b>		<b>20,000</b>	<b>973,500</b>			<b>993,500</b>

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2022	2023	2024+	
Fund: General	10,000			10,000			10,000
Fund: Paths and Trails	20,000		20,000				20,000
Fund:							
Fund:							
Fund:							
GRANTS: RCO WWRP	491,750			491,750			491,750
GRANTS: CDLT	371,750			391,750			391,750
DONATIONS: Property Value	60,000			60,000			60,000
DONATIONS: Labor	5,000			5,000			5,000
FORCE ACCOUNT: Labor	15,000			15,000			15,000
<b>Total Project Revenues</b>	<b>973,500</b>		<b>20,000</b>	<b>973,500</b>			<b>993,500</b>

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



## Capital Project Budget

Date: June 21, 2022 Project Number: PK201502

Project Name: Washington Park Dept./Category: Parks

**Project Description:** This project will replace the sidewalk along Washington Street and add ADA curb ramps and sidewalk extensions at street crossings; replace the drinking fountain with an ADA fixture; add bicycle racks; add dog waste stations; underground park electrical and replace light poles; add angled parking and replace the sidewalk along Wilson Street; replace broken and heaved sidewalk sections along Miller Street; and add new connecting sidewalks to the restrooms as requested by park visitors. The goals of the project are to improve ADA access, reduce liability to the City and ease neighborhood congestion.

<b>Project Lead:</b>	Erickson	<b>Start Year:</b>	2022
<b>Assigned Department:</b>	PRCS	<b>End Year:</b>	2023
<b>Original Project Budget:</b>	\$588,000	<b>Total City Funding:</b>	\$588,000
<b>Budget Amendment:</b>		<b>Other Funding:</b>	

**Project Notes:**

In house engineering completed in 2021/2022 with construction of the project in two phases in 2022-2023. Phase one adds the south side sidewalks, drinking fountain, bike racks, dog waste stations and replaces sidewalks and adds ADA curb ramps along Washington Street. Phase two undergrounds the power, adds security cameras and WIFI and replaces the light poles, adds Wilson Street parking and replaces sidewalks and repairs the Miller sidewalks.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
A & E							
Acquisition							
Development	588,000			100,000	488,000		588,000
Art Fund							
<b>Total Project Expenditures</b>	<b>588,000</b>			<b>100,000</b>	<b>488,000</b>		<b>588,000</b>

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2022	2023	2024+	
Fund: General	588,000			100,000	488,000		588,000
Fund:							
Fund:							
Fund:							
Fund:							
GRANTS:							
GRANTS:							
DONATIONS:							
<b>Total Project Revenues</b>	<b>588,000</b>			<b>100,000</b>	<b>488,000</b>		<b>588,000</b>

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



## Capital Project Budget

Date: August 16, 2021 Project Number: PK2016N12

Project Name: Okanogan Street Park Dept./Category: Parks

**Project Description:**

This project implements the park design. Improvements include: community garden beds, shelter, fence, signs, utilities, shed, pathway and benches.

Project Lead:	Erickson/Mitchell	Start Year:	2022
Assigned Department:	PRCS	End Year:	2024
Original Project Budget:	\$281,168	Total City Funding:	\$281,168
Budget Amendment:		Other Funding:	

**Project Notes:**

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
A & E	13,000			13,000			13,000
Acquisition							
Development	268,168			145,068	123,100		268,168
Art Fund							
<b>Total Project Expenditures</b>	<b>281,168</b>			<b>158,068</b>	<b>123,100</b>		<b>281,168</b>

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2022	2023	2024+	
Fund: General				158,068			158,068
Fund: CDBG					123,100		123,100
Fund:							
Fund:							
Fund:							
GRANTS:							
GRANTS:							
DONATIONS:							
<b>Total Project Revenues</b>				<b>158,068</b>	<b>123,100</b>		<b>281,168</b>

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



# 2022 BUDGET



**CITY OF WENATCHEE  
WASHINGTON**

## TABLE OF CONTENTS

<b>INTRODUCTION .....</b>	<b>4</b>
Budget Overview.....	4
COVID Impact .....	4
2022 Budget Priorities.....	4
Financial Policy .....	5
Budget Process .....	5
Elected Officials & Department Directors.....	6
City of Wenatchee Organizational Chart.....	7
Staffing Trends – Full Time Equivalents (FTE) .....	8
2022 Budget Ordinance 2021-30, Exhibit A .....	9
<b>001 - GENERAL FUND .....</b>	<b>10</b>
Summary .....	10
Long-term Projection .....	11
General Fund Revenue and Expense Summary .....	12
005 - Defender/Court/Jail .....	13
007 - Human Resources .....	13
008 - Community & Building Safety .....	14
009 - Mayor/Council.....	15
010 - Civil Service .....	15
011 - Engineering .....	16
013 - Finance .....	16
014 - Legal .....	17
015 - Community Development & Planning .....	17
016 - Parks, Recreation & Cultural Services .....	18
017 - Museum .....	18
018 - Police.....	19
019 - Other Admin.....	20
022 - Parks Ground Maintenance .....	20
023 - Non-Recurring.....	21
<b>RESERVE FUND .....</b>	<b>22</b>
005 - Rainy Day.....	22
<b>SPECIAL REVENUE FUNDS .....</b>	<b>22</b>
101 - Public Arts .....	22
102 - PFD .2% Sales Tax.....	23
103 - Paths & Trails.....	23
104 - Tourism Promotion Area.....	24
105 - Hotel/Motel Tax – Capital Outlay .....	24
106 - Convention Center .....	25
107 - Hotel Motel Tax - Tourism .....	26
108 - Street Maintenance .....	27
109 - Arterial Streets .....	28
110 - LEOFF 1 Long Term Care .....	29
111 - Street Overlay .....	29
112 - Impact Fees .....	30
113 - Low Income Housing.....	30
114 - Community Center.....	31

115 - CDBG Entitlement .....	31
116 - LEOFF 1 Retiree Health Insurance.....	31
117 - Homeless.....	32
118 - Abatement .....	32
119 - Transportation Benefit District .....	33
120 - ARP Recovery .....	33
<b>DEBT SERVICE FUNDS.....</b>	<b>34</b>
204 - LID Guaranty.....	34
205 - Councilmanic Bonds.....	34
207 - Riverside Dr. LID #2008-1.....	34
<b>CAPITAL PROJECT FUNDS .....</b>	<b>35</b>
301 - Real Estate Excise Tax Capital Projects .....	35
302 - Parks & Recreation Capital Projects.....	35
304 - Economic Development Capital Projects .....	35
307 - Local Revitalization Financing Program .....	36
308 - New City Hall Remodel.....	36
309 - Foothills Streets.....	37
310 – INFRA Grant.....	37
<b>ENTERPRISE FUNDS .....</b>	<b>38</b>
401 - Water Utility.....	38
405 - Sewer Utility.....	39
410 - Storm Drain Utility .....	40
415 - Regional Water.....	41
430 - Cemetery.....	42
<b>INTERNAL SERVICE FUNDS .....</b>	<b>43</b>
501 - Equipment Rental O&M.....	43
502 - Self Insurance .....	43
503 - Equipment Rental Replacement .....	44
504 - Facility Maintenance .....	45
505 - Information Systems .....	46
<b>AGENCY FUNDS .....</b>	<b>47</b>
610 - Cemetery Endowment .....	47
611 - Firemen’s Pension.....	47
<b>CAPTIAL BUDGET .....</b>	<b>48</b>
Parks & Recreation Capital Projects.....	48
Facilities Capital Projects.....	50
Economic Development Capital Projects .....	51
Street Capital Projects.....	52
Utility Capital Projects.....	55
Capital Budget Summary.....	59

## INTRODUCTION

### Budget Overview

The 2022 budget was formally adopted by Wenatchee City Council Ordinance 2021-30. This budget document provides additional detail to the ordinance. It is used as a financial management tool and as a method of communicating the financial picture of the City of Wenatchee.

Municipal budgets often focus on the General Fund because it is the chief operating fund. The first section of this budget document focuses on the City's General Fund, starting with a budget summary and then highlighting each department. In addition to the General Fund, the City has many other funds, including streets, utilities, housing, tourism, and capital projects. The pages following the General Fund section describe each stand-alone fund. These funds are supported by specific revenue sources or by transfers-in from the General fund or other funds.

The last section of the budget document presents the City's capital budget. These are typically large projects that can span multiple years. Funding for these projects can come from multiple sources including grants, borrowing, or a spend-down of accumulated reserves. In addition to being listed separately in the capital section, the expenses anticipated for 2022 capital projects have been built into the individual fund budgets.

### COVID Impact

In March of 2020, a stay-at-home order was implemented by the Governor in response to the COVID-19 pandemic. As people stayed home and businesses closed, a recession developed and declines in revenues impacted the City's budget. By the end of 2020, sales tax and many other revenues had recovered, but revenues related to tourism or travel, such as hotel/motel taxes and motor vehicle fuels tax, have still not fully recovered. While there are still many unknowns when projecting tourism or travel-related revenues in 2022, the growth in most other financial outcomes has continued to build on the pre-pandemic trends.

### 2022 Budget Priorities

The City has several budget priorities outlined for the development of the 2022 budget. These priorities are developed by the Mayor, Council, Finance Committee, and department directors.

1. The City should develop a budget that maintains a 25% fund balance in the General Fund. This excludes the resources available in the Rainy Day fund.
2. Per City Financial Policies, recurring expenses and recurring revenues in the General Fund must balance. To ensure a continuous level of service into future years, the city should not support recurring expenses with one-time revenues.
3. Ensure each fund is charged accurately for services and staffing that are charged across multiple funds. There are many functions of the City that serve multiple funds. Utility funds should only pay for staff and services that benefit the utility funds, and the General Fund should only pay for staff and services that are not attributable to utilities.
4. Finance economic development and parks project without reducing the current level of service. Several large projects are in process across the City. This requires investments from several City funds. It is important to ensure these projects can be completed without cutting into resources needed for day-to-day operations.
5. Use accumulated reserves to fill funding shortfalls in significant projects, including the City Hall Remodel, transportation projects, and park projects.

## Financial Policy

The City of Wenatchee has adopted extensive financial policies. The detailed financial policies and goals can be found in City's Financial Management Policies document, last updated by Resolution 2021-19.

There are four principal financial goals detailed in the City's financial policies:

1. Ensure delivery of an adequate level of municipal services by relying on ongoing resources and by maintaining an adequate financial base to withstand changes in volatile revenue sources.
2. Ensure that the City is in a position to respond to changes in the economy or new service requirements without an undue amount of financial stress.
3. Maintain a good credit rating in the financial community and assure taxpayers that City Government is well managed financially and maintained in sound fiscal condition.
4. Maintain City facilities, infrastructure, equipment and fleets in a well-planned and efficient manner to minimize unexpected and preventable expenditures.

The City has a standing Finance Committee that meets at least monthly. The committee members are: Mayor, three Councilmembers, Finance Director, and Executive Services Director. The Finance Committee reviews the budget, monthly financial updates, personnel increases, grant agreements with extended commitments and match requirements, contracts with financial impacts, debt commitments, and other financial topics as needed.

## Budget Process

The 2022 Budget was developed through a group effort of the City Council, Mayor, Finance Committee, directors, staff, and Finance Department. In early summer, the Finance Department estimates salaries and benefits position-by-position. For 2022, the city budgeted salary adjustments as per union contracts, retirement rates had slight decreases, and the major medical benefits were budgeted for an increase of 6%. Supplies, services, contracts, and other obligations were also updated. At the beginning of the budget process, all one-time and capital projects are removed from the budget to focus on the operating budget. The Finance Department also analyzes and projects revenues for the upcoming year.

Early in September, department directors provide their operating budget requests, capital project budgets, and any other significant changes to be reviewed by the Finance Committee. The Finance Committee makes recommendations on which budget requests should be included. They must take into consideration whether or not the expenses are recurring or non-recurring, as the recurring revenues should be sufficient to fund recurring expenses. These recommendations are incorporated into the preliminary budget and provided to City Council in October.

During October, final adjustments are made to ensure the funds balance and the budget is accurate. It is further reviewed by Finance Committee and then presented to the City Council for adoption in mid-November.

## Elected Officials & Department Directors

### **Mayor**

Frank Kuntz                      December 31, 2023

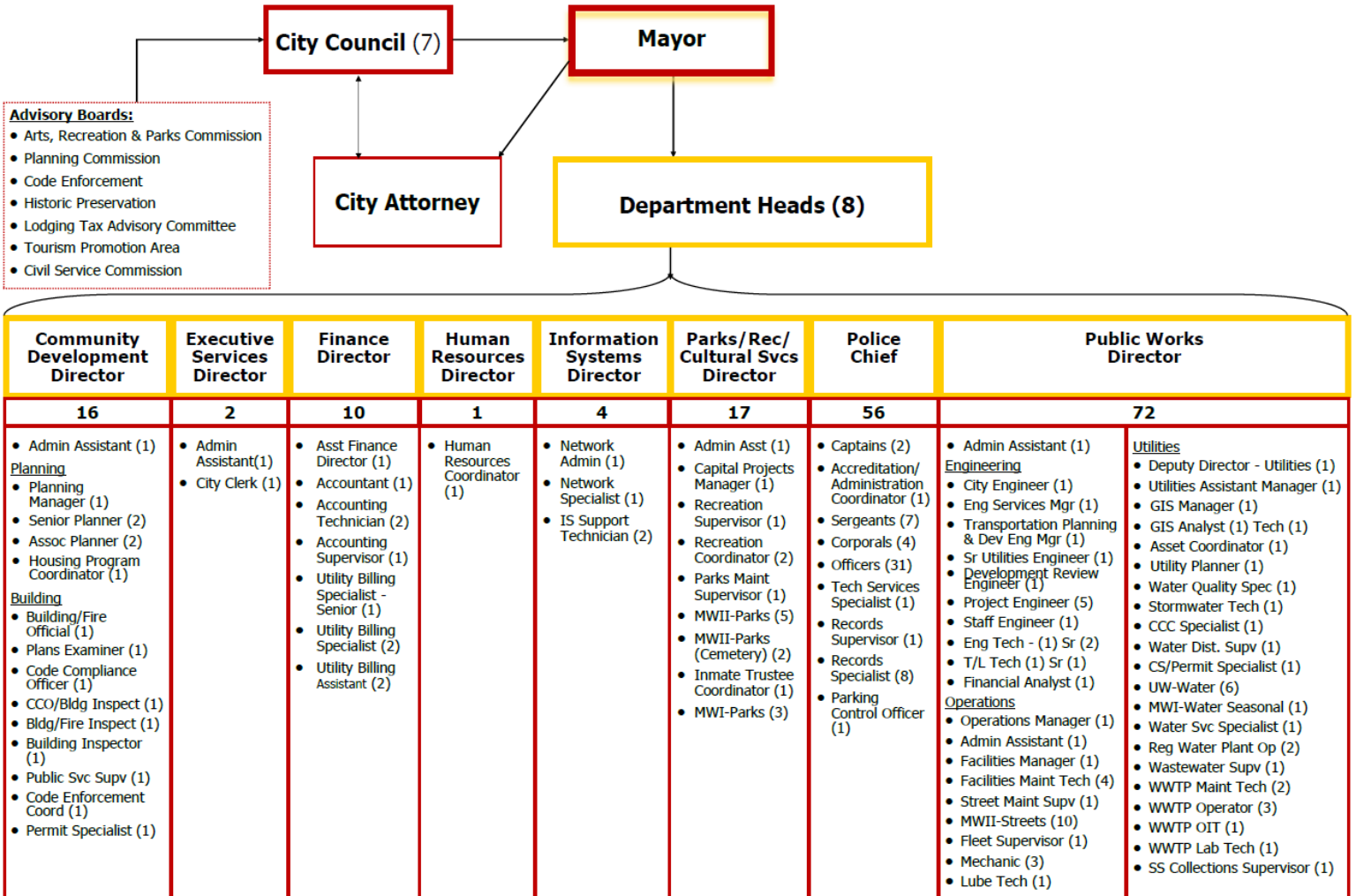
### **City Council**

Jose Luis Cuevas	District 1	December 31, 2023
Mike Poirier	District 2	December 31, 2025
Top Rojanasthien	District 3	December 31, 2025
Travis Hornby	District 4	December 31, 2023
Mark Kulaas	District 5	December 31, 2023
Linda Herald	At-Large "A"	December 31, 2023
Keith Huffaker	At-Large "B"	December 31, 2025

### **Department Directors**

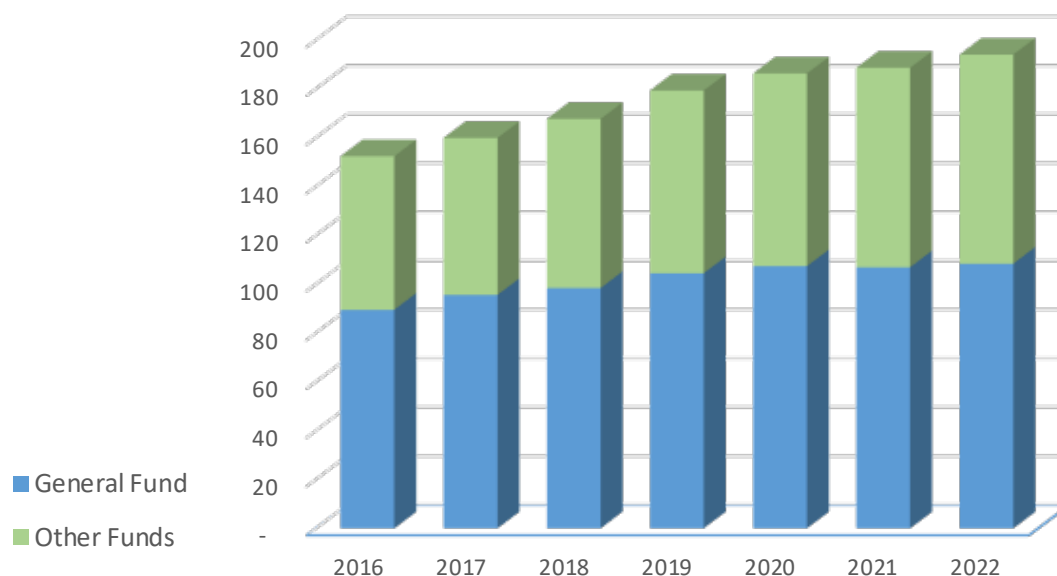
Laura Merrill	Executive Services Director
Brad Posenjak	Finance Director
Dale Cantrell	Information Systems Director
David Erickson	Parks, Recreation and Cultural Services Director
Glen DeVries	Community Development Director
Kari Page	Human Resources Director
Rob Jammerman	Public Works Director
Steve Crown	Police Chief
Steve Smith	City Attorney

## City of Wenatchee Organizational Chart



## Staffing Trends – Full Time Equivalents (FTE)

<b>General Fund</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Human Resources	1.8	2.0	2.0	2.0	2.0	2.0	2.0
Community & Building Safety	6.4	7.7	7.6	7.9	7.9	7.6	7.9
Mayor/Council	3.1	3.0	3.0	4.0	4.0	4.0	4.0
Engineering	7.3	8.1	8.4	9.5	8.3	7.9	9.6
Economic Development	-	1.0	1.0	1.0	2.0	1.0	-
Finance	5.5	5.4	5.5	5.6	5.4	5.4	5.4
Planning & Development	7.1	7.1	7.5	8.1	8.1	8.3	7.0
Parks & Recreation	3.1	4.0	4.0	5.0	4.9	5.6	5.5
Police	47.0	49.0	51.0	53.0	56.0	56.3	57.0
Parks Ground Maintenance	8.2	8.3	8.4	8.4	8.8	8.8	10.0
<b>Total General Fund</b>	<b>89.5</b>	<b>95.6</b>	<b>98.4</b>	<b>104.5</b>	<b>107.4</b>	<b>106.9</b>	<b>108.4</b>
Convention Center	1.3	1.3	1.1	1.1	1.2	1.2	1.2
Streets Maintenance	12.6	12.9	12.6	12.8	14.8	14.6	14.7
Homeless	-	-	-	-	-	-	1.0
Water Utility	13.4	14.4	15.7	16.8	16.3	17.1	17.6
Sewer Utility	15.3	13.8	15.6	17.2	19.1	20.0	21.0
Storm Drain Utility	5.5	5.3	5.0	6.8	6.2	6.6	7.9
Regional Water	1.7	2.2	2.2	2.2	2.4	2.4	2.4
Cemetery	2.1	2.1	2.1	2.1	2.6	2.6	2.6
Equipment Rental - O&M	3.9	3.9	6.4	6.2	6.4	6.4	6.4
Equipment Rental - Replacement	0.5	0.6	0.9	0.9	1.1	0.9	0.9
Facility Maintenance	2.6	2.8	2.7	3.7	3.8	4.9	4.9
Information Systems	4.0	5.0	5.0	5.0	5.0	5.0	5.0
<b>Total All Funds</b>	<b>152.4</b>	<b>159.9</b>	<b>167.7</b>	<b>179.3</b>	<b>186.3</b>	<b>188.6</b>	<b>194.0</b>





## 2022 Budget Ordinance 2021-30, Exhibit A

Fund	Fund No.	Estimated Beginning Balance	Budgeted Revenues	Budgeted Expenses	Estimated Ending Balance
General	001	13,000,000	29,532,090	34,265,340	8,266,750
Rainy Day	005	1,610,000	3,500	-	1,613,500
Public Arts	101	295,500	30,500	326,000	-
PFD .2% Sales Tax	102	-	2,800,000	2,800,000	-
Paths and Trails	103	3,000	3,100	3,000	3,100
Tourism Promotion Area	104	150,000	450,450	450,000	150,450
Hotel/Motel Tax - Capital Outlay	105	-	320,000	320,000	-
Convention Center	106	150,000	1,110,200	1,122,630	137,570
Hotel/Motel - Tourism	107	150,000	640,100	595,000	195,100
Street Maintenance	108	2,000,000	3,195,500	3,709,820	1,485,680
Arterial Streets	109	400,000	6,961,720	7,154,220	207,500
LEOFF 1 Long-Term Care	110	415,000	81,000	159,000	337,000
Street Overlay	111	1,675,000	652,000	2,313,830	13,170
Impact Fees	112	150,000	100,400	200,000	50,400
Low Income Housing	113	100,000	140,300	142,640	97,660
Community Center	114	50,000	2,530,100	2,528,040	52,060
CDBG Entitlement	115	-	788,870	788,870	-
LEOFF 1 Retiree Health Insurance	116	370,000	320,800	323,000	367,800
Homeless Housing	117	200,000	2,517,190	2,443,270	273,920
Abatement	118	150,000	20,200	75,000	95,200
Transportation Benefit District	119	1,300,000	651,500	1,150,000	801,500
ARP Recovery	120	3,000,000	3,191,820	6,191,820	-
LID Guaranty	204	120,000	300	12,000	108,300
Councilmanic LTGO Bonds	205	30,000	2,007,050	2,006,400	30,650
Riverside Drive LID #2008-1	207	-	28,670	28,670	-
REET Capital Projects	301	1,000,000	651,500	726,000	925,500
Parks & Recreation Capital Projects	302	100,000	6,253,100	6,252,400	100,700
Economic Development Projects	304	(5,000,000)	9,891,480	4,891,480	-
Local Revitalization Financing	307	3,000,000	613,000	2,824,550	788,450
New City Hall Remodel	308	5,000,000	2,406,870	7,183,870	223,000
Foothills Streets	309	630,000	200	629,400	800
INFRA Grant	310	-	3,950,000	3,950,000	-
Water Utility	401	1,400,000	6,186,000	6,344,240	1,241,760
Sewer Utility	405	12,000,000	16,398,000	22,817,250	5,580,750
Storm Drain Utility	410	5,100,000	5,117,750	6,547,440	3,670,310
Regional Water	415	4,500,000	2,167,370	1,090,960	5,576,410
Cemetery	430	255,000	425,900	435,220	245,680
Equipment Rental O&M	501	740,000	1,103,790	1,204,880	638,910
Self Insurance	502	1,800,000	1,212,000	1,310,000	1,702,000
Equipment Rental Replacement	503	4,000,000	714,280	1,176,900	3,537,380
Facilities Maintenance	504	200,000	2,763,800	2,840,440	123,360
Information Systems	505	175,000	1,501,550	1,543,210	133,340
Cemetery Endowment	610	1,270,000	22,500	-	1,292,500
Firemen's Pension	611	1,300,000	30,500	159,500	1,171,000
<b>Total Annual Appropriation</b>		<b>62,788,500</b>	<b>119,486,950</b>	<b>141,036,290</b>	<b>41,239,160</b>

## 001 - GENERAL FUND

### Summary

The General Fund is the principal governmental fund of the City and is used to account for all revenues and expenditures which are not accounted for in any other fund. The City monitors the General Fund budget based on recurring versus non-recurring expenses to analyze the ongoing cost of operations. For the financial sustainability of the City, recurring expenses should not be balanced with non-recurring revenues.

The 2022 budget is presented with approximately 83% of General Fund's recurring revenues coming from property taxes, sales taxes and utility taxes. Recurring revenues of the General Fund pay for the ongoing services provided to the citizens of Wenatchee. The salary and benefits of City employees account for slightly over 50% of the General Fund's recurring expenditures.

The General Fund provides the following ongoing services:

- Public safety includes police, jail, prosecution and defense of individuals in Wenatchee's legal system, animal control and police and fire retiree medical. Public Safety is almost 50% of the General Fund's recurring expenditures.
- Community Services includes building safety, planning, engineering, and economic development and are 13% of the General Fund's recurring expenditures.
- Recreation Services includes recreation programs, swimming pool, park ground maintenance, museum and library support and are 11% of the General Fund's recurring expenditures.
- Administration provides general services to city departments and citizens and includes functions such as city council, mayor, executive services, public information, city clerk, human resources, finance, city attorney, building maintenance, property liability insurance for all General Fund services and departments, debt service, and cemetery operations support.

Noteworthy General Fund budget matters:

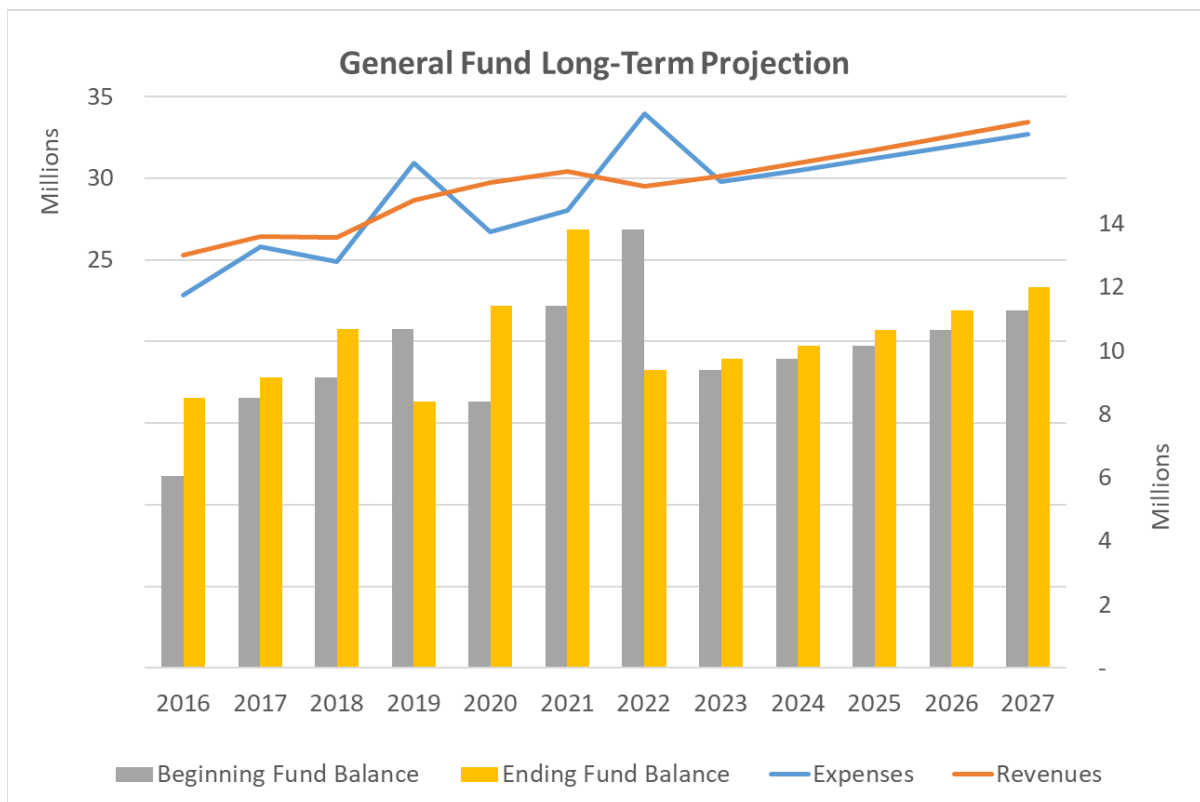
- Although the COVID pandemic reduced some 2020 revenues, most 2022 revenues are expected to return to the growth rates of pre-pandemic projections.
- Overall property taxes were increased by 1%, plus new construction. The 2001 Police Station Bond Levy expired in 2021 and the amount of the bond levy was added to the 2022 regular property tax levy using the City's banked capacity. In the General fund, the regular property tax levy budget appears to increase by 10%. However, the reduction of the bond levy offsets this amount, so the net effect to the average taxpayer is the standard 1% levy increase. The addition of the banked capacity on the regular levy will be used to pay for debt service on the New City Hall Remodel.
- Recurring expenses balance with recurring revenues.
- Non-recurring expenses have been intentionally budgeted higher than non-recurring revenues. Over the past several years, the City has grown a significant reserve, which allows flexibility to commit to larger one-time projects such as the new City Hall remodel and the Lincoln Park project.
- One-time General Fund requests are detailed with the Non-Recurring (department 023) expenses at the end of the General Fund section in this budget document.

## Long-term Projection

The purpose of projecting the General Fund five years ahead helps to analyze what commitments the City will be able to make. The chart below shows spikes in expenses (blue line) in 2019 and 2022. The spike in expenses is due to intentionally spending down accumulated reserves on one-time projects. The revenues (red line) below appear to decline in 2022. However, in 2019, 2020, and 2021 the City sold properties and water-rights that inflated one-time revenues for these prior years, but is not expected to occur again in 2022.

The 2022-2027 projection below is based on several assumptions:

- Property taxes and sales taxes will continue to grow at a modest 2.5% per year
- Utility taxes will grow at 4% per year due to the future planned increases in the water, sewer and storm drain utilities
- One-time construction-related sales tax and building permit revenues will decrease and flatten next 5 years as the housing and construction industry could slow
- All other revenues will grow at a modest 2% per year
- Expenses will generally increase by 2.5% per year overall
- Non-recurring expense will be limited to the amount of budgeted non-recurring revenues.



In 2018, the fund balance (grey and orange) climbed to \$10,678,130. The 2019 budget was strategically designed to spend some of the fund balance, which is also why the blue expense line shows a sharp uptick in 2019. Despite the COVID pandemic in 2020, new federal revenue sources and a slowing of expenses allowed significant growth of the fund balance. This growth is expected to continue through 2021. Like 2019, the City's 2022 budget is strategically designed to spend down some of the fund balance. This is still expected to leave a healthy reserve, and future revenues and expenses are projected to keep pace with each other.

## General Fund Revenue and Expense Summary

Revenues	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
Property tax	3,337,247	3,638,106	4,126,323	4,305,410	4,739,920	10.1%
Sales tax - recurring	9,526,946	9,714,332	9,699,660	9,500,000	10,750,000	13.2%
Sales tax - one time	788,846	679,103	660,906	650,000	650,000	0.0%
Criminal justice sales tax	903,387	919,620	929,755	900,000	975,000	8.3%
Utility tax	6,696,958	6,886,486	6,964,227	7,319,240	7,315,000	-0.1%
Other tax	287,083	255,595	254,442	235,000	235,000	0.0%
Building/planning permits	749,851	848,065	737,252	590,000	740,000	25.4%
Licenses	288,098	279,836	253,789	282,000	514,000	82.3%
Intergovernmental	187,463	292,241	238,325	227,600	232,600	2.2%
Grants - one-time	229,781	337,316	1,303,149	29,000	168,250	480.2%
Liquor/Marijuana excise tax	457,676	550,980	578,395	558,000	593,000	6.3%
Interfund charges for services	1,095,399	1,158,876	1,087,671	1,175,160	1,000,300	-14.9%
Recreation services	98,998	124,473	5,158	105,000	101,500	-3.3%
Other charges for services	354,456	404,643	396,734	373,000	312,700	-16.2%
Court fines & penalties	956,497	1,030,317	719,681	991,500	991,500	0.0%
Utility payment in lieu of tax	233,300	250,500	241,300	262,100	140,200	-46.5%
Miscellaneous - recurring	160,327	175,057	160,034	81,160	73,120	-9.9%
Miscellaneous - one time	39,130	1,085,519	1,366,886	-	-	0.0%
	26,391,443	28,631,065	29,723,687	27,584,170	<b>29,532,090</b>	7.1%

Expenses	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
Defender/Court/Jail	2,929,472	2,870,822	1,996,030	3,222,630	3,039,710	-5.7%
Human Resources	280,586	283,629	272,346	317,170	352,280	11.1%
Community & Building Safety	923,319	1,001,319	998,583	1,049,830	1,119,160	6.6%
Mayor/Council	738,489	737,094	719,660	773,900	856,600	10.7%
Civil Service	12,727	14,963	13,091	15,620	15,630	0.1%
Engineering	1,085,889	1,319,988	1,160,220	1,254,060	1,517,300	21.0%
Economic Development	177,304	272,748	219,379	163,170	-	-100.0%
Finance	761,900	797,696	799,154	841,560	884,790	5.1%
Legal	424,323	475,898	453,794	525,200	543,600	3.5%
Planning & Development	943,821	1,017,015	1,057,945	1,125,390	1,039,100	-7.7%
Parks & Recreation	807,973	928,031	713,588	1,048,520	1,079,900	3.0%
Museum	404,095	403,966	431,693	448,040	451,630	0.8%
Police	7,781,530	8,211,489	8,522,384	9,356,930	9,834,340	5.1%
Other Administration	4,932,453	4,978,515	5,440,685	5,824,300	6,361,720	9.2%
Parks Ground Maintenance	1,245,412	1,275,727	1,291,061	1,382,500	1,583,460	14.5%
Non-Recurring	1,419,574	6,339,481	2,605,601	919,930	5,586,120	507.2%
	24,868,867	30,928,381	26,695,218	28,268,750	<b>34,265,340</b>	21.2%

Net Income	1,522,576	(2,297,316)	3,028,469	(684,580)	(4,733,250)	
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Recurring Budget	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
Recurring revenues	25,333,686	26,529,126	26,392,746	26,905,170	28,713,840	6.7%
Recurring expenses	23,271,990	24,316,152	24,089,617	27,348,820	28,679,220	4.9%
Net recurring budget	2,061,697	2,212,974	2,303,129	(443,650)	<b>34,620</b>	

## 005 - Defender/Court/Jail

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The City of Wenatchee has expenditures related to public safety that are not included in the Police Department budget. Chelan County District Court provides court services by interlocal agreement. The agreement provides for the filing and processing of a number of city infractions and misdemeanors including traffic and non-traffic, photo enforcement, parking, and delinquent tickets. For indigent defense services, the City contracts with private attorneys.

The Chelan County Regional Jail provides inmate housing by interlocal agreement. Under the current agreement, the City pays a monthly rate that is based on a proportionate share of the County Jail's budget.

Rivercom is the multijurisdictional agency that provides 911 service and dispatch for the Chelan-Douglas County area. The cost of Rivercom is set annually and the per call assessment is based on the call volume of the prior year.

Expenses	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
District Court Services	234,281	300,538	245,790	362,800	362,800	0.0%
Public Defender	561,373	556,340	576,072	611,880	626,610	2.4%
Chelan County Jail	1,235,747	1,158,106	464,188	1,530,000	1,485,300	-2.9%
Rivercom	898,071	855,838	709,979	717,950	565,000	-21.3%
Total Expenses	2,929,472	2,870,822	1,996,029	3,222,630	3,039,710	-5.7%

2022 Budget Notes: The amount budgeted for the 2022 Chelan County Jail contract assumes a relatively stable inmate population along with a 5% annual increase. Due to strong revenues, the Rivercom Board was able to reduce the assessment for 2022.

## 007 - Human Resources

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The Human Resources (HR) Department mission is to provide quality, customer focused internal and external services to increase the City's effectiveness by attracting, developing, motivating and retaining a diverse workforce within a positive and supportive work environment. Organizational development strategies are geared toward managing with heart and mind, building and maintaining a culture of excellence and positioning the City as an employer of choice. Key functions of the HR Department include: Recruitment, Onboarding and Retention; Leadership Development; Compensation and Benefits; Legal Compliance and Risk Management; Safety; Wellness; Employee Relations; Labor Relations; Employee Development and Performance Management.

Expenses	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
Salaries & Benefits	223,055	236,618	225,887	262,790	286,710	9.1%
Supplies & Services	57,531	47,011	46,459	54,380	65,570	20.6%
Total Expenses	280,586	283,629	272,346	317,170	352,280	11.1%
Staffing FTE	2.0	2.0	2.0	2.0	2.0	

2022 Budget Notes: The 2021/2022 increase in supplies and services is due to changes in the technology interfund cost allocation.

## 008 - Community & Building Safety

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The Community & Building Safety Division's mission is to protect the citizens and visitors of Wenatchee by effectively and efficiently administering state and local code provisions which provide minimum standards to safeguard life, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings, structures and properties within our jurisdiction. This is accomplished through fair and consistent enforcement of these regulations.

The Division provides four distinct services to the citizens of Wenatchee: Permit Services (front counter), Plan Review, Inspection Services and Code Enforcement. Permit Services staff the front counter, field building, development and code enforcement related inquiries, accept permit applications, calculate and collect permit and development fees and issue permits. Plan Review staff is responsible for reviewing plans for new residential, commercial, and industrial construction, non-residential tenant improvements and home improvements. Inspection Services staff spend most of their time in the field conducting inspections of projects under construction to verify compliance with Building, Plumbing, Fire and Mechanical Codes, and also confirm that projects are being built according to the approved plans. Code Compliance activity encompasses broad issues such as inoperable vehicles, poor property maintenance, garbage and debris accumulation and substandard housing conditions.

<b>Expenses</b>	<b>2018 Actual</b>	<b>2019 Actual</b>	<b>2020 Actual</b>	<b>2021 Budget</b>	<b>2022 Budget</b>	<b>21/22 Change</b>
Salaries & Benefits	793,690	831,776	853,465	896,950	965,420	7.6%
Supplies & Services	129,628	169,543	145,119	152,880	153,740	0.6%
Total Expenses	923,319	1,001,319	998,583	1,049,830	1,119,160	6.6%
Staffing FTE	7.6	7.9	7.9	7.6	7.9	

## 009 - Mayor/Council

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The Mayor's Office/Department is staffed by the Mayor, Executive Services Director and City Clerk. Under the Mayor/Council form of government, the Mayor is the official and ceremonial head of the City. He serves as the chief executive officer and is charged with the responsibility of ensuring that all policies, laws and ordinances enacted by the Council are carried out. The Mayor also manages the day to day operations of the City. The Mayor, in coordination with the Finance Department, is responsible for the creation and presentation of the City's annual operating and capital budgets.

The Wenatchee City Council consists of seven members (representing five districts and two-at large positions) who have been elected by the residents of Wenatchee to serve staggered terms. The Council is responsible for establishing and prioritizing levels of service for all City operations and for the adoption of the City's annual operating plan and capital budgets. Council members and the Mayor represent the city in serving on various community boards and councils, including three City Council committees: Finance, Public Safety and Public Works/Economic Development.

The Mayor's office is the lead for local, state and federal legislative advocacy, media relations and provides staff to the Lodging Tax Advisory Committee, Tourism Promotion Area Board and ad hoc committees as designated by the City Council. The City Clerk is the Public Records Officer for the City.

Expenses	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
Salaries & Benefits	522,813	557,538	577,413	600,900	664,540	10.6%
Supplies & Services	215,676	179,555	142,247	173,000	192,060	11.0%
Total Expenses	738,489	737,094	719,660	773,900	856,600	10.7%
Staffing FTE	3.0	4.0	4.0	4.0	4.0	

2022 Budget Notes: The Economic Development Department was closed out and incorporated into other departments of the City. The increase in supplies and services is for professional services related to economic development and reflects some of the transferred responsibility.

## 010 - Civil Service

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The Civil Service Commission (CSC) is made up of three volunteer city residents appointed by the Mayor. They are governed under Chapter 41.08 and 41.12 of the RCW's. They are an independent entity representing the interest of all civil service employees (Wenatchee Police Department). They are responsible for hiring a Secretary-Examiner to act as their records keeper, etc. Their main functions are to authorize and oversee entry level and promotion exams ensuring fair practices are used.

Expenses	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
Total Expenses	12,727	14,963	13,091	15,620	15,630	0.1%

## 011 - Engineering

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Engineering provides technical services to the public, developers, and other City Departments. Engineering is responsible for right of way management, traffic engineering, infrastructure management, infrastructure comprehensive planning, design and construction of most City capital projects; development project review and permitting; provides engineering services to all City departments; responds to various questions and complaints received via Government Outreach, telephone, e-mail, and walk-ins; obtains grants and low interest loan funding from Federal and State sources; assists in regional transportation planning and coordination; provides GIS mapping/data support for utilities, environmental, planning, cemetery, police, parks and recreation.

Expenses	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
Salaries & Benefits	908,828	1,114,671	972,434	1,052,880	1,304,510	23.9%
Supplies & Services	177,061	205,317	187,786	201,180	212,790	5.8%
Total Expenses	1,085,889	1,319,988	1,160,220	1,254,060	1,517,300	21.0%
Staffing FTE	8.4	9.5	8.3	7.9	9.6	

2022 Budget Notes: Salaries & benefit increases are related to an additional engineer approved in 2021 to assist managing the INFRA grant project, and a project development engineer to assist with duties that were transitioned out of the prior Economic Development Department.

## 013 - Finance

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The Finance Department assists the Mayor, Council, City staff in financial planning, budgeting, reporting and overall stewardship of the City's resources. Finance also serves City utility customers in the billing and receipting of water, sewer and storm water utility services.

The Finance Department is responsible for the administration, coordination, supervision and control of the Cities financial activities. The department performs the following activities in compliance with acceptable accounting practices and state, federal, local and contractual guidelines: accounts receivable/payable, payroll, annual budget preparation, annual financial statement reporting, cash management, internal control, utility billing & collection, local improvement district billing, tracking and reporting on expenses and revenues, managing financial software, and coordinating the annual state audit.

The staff and services expenses related to utility billing and collection are charged directly to the utility funds and are not included in the General Fund budget.

Expenses	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
Salaries & Benefits	609,218	639,857	641,244	670,050	696,610	4.0%
Supplies & Services	152,682	157,840	157,911	171,510	188,180	9.7%
Total Expenses	761,900	797,696	799,154	841,560	884,790	5.1%
Staffing FTE	5.5	5.6	5.4	5.4	5.4	

2022 Budget Notes: Supplies and services increased due to higher State Audit costs.



## 014 - Legal

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The City contracts with Davis Arneil Law Firm, LLP for City Attorney and Prosecution services. The contract is a flat amount to provide all legal services required by the city.

Expenses	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
Total Expenses	424,323	475,898	453,794	525,200	543,600	3.5%

## 015 - Community Development & Planning

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The Community Development Department includes two divisions, the Planning Division and the Community & Building Safety Division. These divisions provide a wide variety of services to the community and include multiple fund sources.

The Planning Division handles all current and long range planning, historic preservation, neighborhood planning, and oversees low income and homeless funding programs. Staff works with the Planning Commission and City Council on an ongoing basis to develop, monitor and update policies, codes, and neighborhood programs to be relevant to changing community needs. Planning staff coordinate land use and environmental permitting and review. The division strives to implement city policies and development regulations in a fair, efficient and customer oriented manner for applicants and the general public.

The City's planning staff also administers the City's Low Income and Housing Fund (see fund 113), Community Development Block Grant Program (see fund 115), and the Homeless Housing Program (see fund 117).

Expenses	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
Salaries & Benefits	812,080	875,196	930,405	977,960	895,610	-8.4%
Supplies & Services	131,742	141,819	127,539	147,430	143,490	-2.7%
Total Expenses	943,821	1,017,015	1,057,945	1,125,390	1,039,100	-7.7%
Staffing FTE	7.5	8.1	8.1	8.3	7.0	

2022 Budget Notes: Salaries & benefits decreased because the Housing Program Coordinator position was moved to the Homelessness Fund 117 after a new dedicated housing sales tax was approved by the City Council. Decreases in supplies & services are due to changes in the technology interfund cost allocation.

## 016 - Parks, Recreation & Cultural Services

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The mission of the Parks, Recreation and Cultural Services Department is to build a great community through its people, parks, and programs. This includes a commitment to managing and expanding the community’s arts, recreation, parks and natural resources to support the City’s vitality. The outcome is a consistent effort to create a great community—one that is vibrant, healthy, and strong.

The department has three primary goals. The first is to offer high quality recreation programs and events. These programs emphasize fun, safety, physical fitness, community building, skill development and life enrichment for all ages, interests and abilities. The second goal is to plan, acquire, develop and maintain a high-quality park system for residents and visitors as defined in the Parks, Recreation and Open Space Comprehensive Plan. The third goal is to promote and encourage the development, awareness and interest in the visual and performing arts in connection with the artistic and cultural development of the City of Wenatchee.

Expenses	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
Salaries & Benefits	650,447	751,147	585,471	859,820	882,340	2.6%
Supplies & Services	157,526	176,884	128,117	188,700	197,560	4.7%
Total Expenses	807,973	928,031	713,588	1,048,520	1,079,900	3.0%
Staffing FTE	4.0	5.0	4.9	5.6	5.5	

2022 Budget Notes: Increases to supplies and services are primarily due to the cost increase in swimming pool operating supplies.

## 017 - Museum

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The operation of the Wenatchee Valley Museum and Cultural Center was turned over to the Wenatchee Valley Museum and Cultural Center Association in 2014. The City owns and maintains the property, and provides additional financial support to the Association through a contract for services.

Expenses	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
Total Expenses	404,095	403,966	431,693	448,040	451,630	0.8%

## 018 - Police

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The Wenatchee Police Department provides a full range of law enforcement services to those who live, work, and play in the Greater Wenatchee Valley. The Department is committed to building and maintaining public trust in tandem with community engagement as it upholds its mission of promoting a safe community and quality of life through protection and service.

The Wenatchee Police Department has a rich history of embracing best practices in policing and leveraging technology in order to detect, prevent, and deter crime. In 2022, the Department will deploy body-worn cameras for all commissioned staff, to augment electronic recording capabilities and facilitate transparency.

Regionally, the police department is a stakeholder and partner on the Columbia River Drug Task Force, the newly formed East Cascade SWAT team, Cellular Phone Forensic Team, North Central Washington Special Investigations Unit, and Wenatchee School District School Resource Officers program, all through inter-local agreements. In collaboration with our partners, we are able to provide enhanced services to our communities.

Perhaps most importantly, the Wenatchee Police Department places a major emphasis on workforce development with increased focus on recruiting, hiring, and retaining highly trained, quality professionals. The Department is proud to be accredited by the Washington Association of Sheriffs & Police Chiefs. Through its strategic planning process, the Department strives to utilize and maximize all available resources to provide quality services to the community and those visiting the City.

<b>Expenses</b>	<b>2018 Actual</b>	<b>2019 Actual</b>	<b>2020 Actual</b>	<b>2021 Budget</b>	<b>2022 Budget</b>	<b>21/22 Change</b>
Salaries & Benefits	6,410,725	6,779,930	7,077,261	7,922,040	8,324,920	5.1%
Supplies & Services	1,370,805	1,431,559	1,445,122	1,434,890	1,509,420	5.2%
Total Expenses	7,781,530	8,211,489	8,522,384	9,356,930	9,834,340	5.1%
Staffing FTE	51.0	53.0	56.0	56.3	57.0	

### 2022 Budget Notes:

An additional Records Specialist position was approved for 2022. Supplies and services increased due to a new contract for body-worn cameras. The initial costs of the body-worn cameras have been funded by the State.

## 019 - Other Admin

The Other Administrative group are services or fees for the general operation of the General Fund that are not allocated to a specific department or expenditures to community organizations as directed by City Council. Below is an overview of the major categories for this funding.

Expenses	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
Transfer to Streets	3,351,033	3,000,000	3,000,000	3,000,000	3,100,000	3.3%
Bldg Maint./Insurance	738,680	795,010	828,930	1,099,290	1,144,370	4.1%
Other Transfers	402,300	618,000	978,200	906,750	1,440,700	58.9%
Animal Control	196,907	198,876	210,000	218,000	250,700	15.0%
Other Services	243,533	366,629	423,555	600,260	425,950	-29.0%
Total Expenses	4,932,453	4,978,515	5,440,685	5,824,300	6,361,720	9.2%

### 2022 Budget Notes:

The Transfer to Streets increased by \$100,000 for 2021 to keep up with inflation. Of all property tax collected by the City, 66% is going to fund streets. Increases in the Building Maintenance and Insurance category are due to increased support required for the Facilities Maintenance Fund as well as increases in the City's risk management assessment. The contract for animal control was renegotiated for a 15% increase in 2022 and 3% increases thereafter. Increases to Other Transfers are due to additional General Fund support required for the Cemetery, LEOFF benefits, and increased debt service costs. The decrease in Other Services is due to a reduction in the Chelan County Solid Waste Advisory Committee assessment, discontinuing the fire marshal contract with Chelan County Fire District 1, and a decrease in election costs during years in which the City has no ballot races or measures.

## 022 - Parks Ground Maintenance

The Parks and Grounds Maintenance Division of the Parks, Recreation and Cultural Services Department has the responsibility for the operation and maintenance of the City's park system. This includes 21 City park areas and the landscaping of a variety of locations throughout the City. The division plants and maintains over 100 floral baskets in downtown and prunes, maintains over 300 trees along City streets. The Parks crew also maintains the landscaping around city buildings, landscaping along roadways, storm water facilities and aids at the Cemetery when necessary. In the winter, the division is responsible for snow and ice control of walkways within the parks and city buildings as well as all of the sidewalks that adjoin City properties and assists with street snow plowing.

Expenses	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
Salaries & Benefits	900,470	906,631	917,266	944,950	1,069,450	13.2%
Supplies & Services	344,942	369,096	373,796	437,550	514,010	17.5%
Total Expenses	1,245,412	1,275,727	1,291,061	1,382,500	1,583,460	14.5%
Staffing FTE	8.4	8.4	8.8	8.8	10.0	

2022 Budget Notes: After the 2021 budget was adopted, amendments were approved for an additional Parks Maintenance employee, as well as budget authority for a tree program funded by the Storm Drain Utility. These amendments were built into the 2022 and make up the bulk of the budget increases.

## 023 - Non-Recurring

Nonrecurring activities are one-time expenses that are inconsistent and would distort the city's ability to determine the regular costs of operations. These activities typically consist of grant projects that will stop with the funding source, capital purchases, donations and special transfers to other city funds. Due to the uncertainty of these items, this department often requires yearend budget amendments.

During the budget process, City departments make requests for items beyond their regular operating budget. When the General Fund has a healthy fund balance, the City is able to approve many one-time budget requests to help departments gain efficiencies, improve City services, and spur economic development.

Expenses	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
Salary & Benefits	21,527	43,350	67,767	28,800	9,000	-68.8%
Supplies & Services	727,313	1,051,808	1,244,173	528,630	1,737,440	228.7%
Capital Outlay	26,267	715,221	11,507	-	300,000	100.0%
Transfers Out	644,467	4,529,101	1,282,155	362,500	3,539,680	876.5%
<b>Total Expenses</b>	<b>1,419,574</b>	<b>6,339,481</b>	<b>2,605,601</b>	<b>919,930</b>	<b>5,586,120</b>	<b>507.2%</b>

2022 Budget Notes: The City is intentionally spending down reserves to accomplish several one-time projects. The detail of projects are listed below.

Department	Amount	Description
Mayor/Council	8,130	WDA Historic Preservation
Mayor/Council	20,000	NCW Tech (GWATA)
Mayor/Council	60,000	Our Valley Our Future / Community Outreach
Human Resources	9,000	Human Resources Intern
Police	11,180	Records Office Reorganization
Information Systems	52,590	City Hall Moving Expenses
Information Systems	128,970	Backup & Disaster Recovery Hardware
Parks & Recreation	37,000	Security Cameras
Parks & Recreation	30,000	Park Security Services
Parks & Recreation	10,000	Native Peoples Memorial
Parks & Recreation	6,000	Lincoln Park Baseball Dugouts
Parks & Recreation	12,500	Methow Park Revisions
Parks & Recreation	25,000	Locomotive Juniper Replacement
Parks & Recreation	3,000	Memorial Park Trash Receptacles
Parks & Recreation	1,107,810	Lincoln Park (capital project)
Parks & Recreation	20,000	Saddle Rock Restoration (capital project)
Parks & Recreation	10,000	Foothills Regional Rec. Area (capital project)
Parks & Recreation	100,000	Washington Park (capital project)
Parks & Recreation	158,070	Okanogan (capital project)
Public Works	120,000	Skyline Guardrail
Public Works	100,000	South Wenatchee Avenue Study
Public Works	75,000	ROW ADA Transition Plan
Public Works	30,000	Mission @ Stevens Improvement
Public Works	300,000	PSC Expansion
Public Works	400,000	Facility Asset Replacement
Public Works	300,000	Sidewalk Improvements
Public Works	50,000	Neighborhood Traffic Control
Public Works	2,401,870	Federal Building Remodel (capital project)
<b>Total</b>	<b>5,586,120</b>	

## RESERVE FUND

### 005 - Rainy Day

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The Rainy Day Fund was established by policy to accumulate \$1 million to help withstand minor economic downturns or, if necessary, provide time to review City operations and establish priorities and reduction in levels of service. The Rainy Day fund has been sufficiently funded since 2016. Expenditures from this fund must be approved by Council action. Revenues come from interest earnings or transfers from the General Fund.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	26,374	32,148	25,589	15,000	3,500	-76.7%
<b>Expenses</b>	-	-	-	-	-	-
Net income	26,374	32,148	25,589	15,000	3,500	
Beginning fund balance *	1,516,661	1,543,035	1,575,183	1,560,000	1,610,000	
Ending fund balance	1,543,035	1,575,183	1,600,773	1,575,000	1,613,500	2.4%

2022 Budget Notes: Investment interest rates decreased greatly at the beginning of the pandemic. Interest earning projections across all funds are down significantly from prior budgets.

## SPECIAL REVENUE FUNDS

### 101 - Public Arts

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Wenatchee Municipal Code requires that 1% of construction costs of certain construction projects be set aside for public art projects. In 2015, five art policies were adopted which establish allocation guidelines for expenditures including: Visual Arts – For the purchase of non-commissioned visual artwork; Performing Arts – For the sponsorship and underwriting of the performing arts program; Arts Education - For the sponsorship and underwriting of the arts in education program; Administration - Covers general expenditures associated with the administration of the Public Art Program; and Maintenance - An amount for the care and maintenance of the public art collection. In 2019 these policies were incorporated into a capital plan for the fund.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	1,262	143,029	63,846	32,500	30,500	-6.2%
<b>Expenses</b>	1,500	4,870	1,268	7,000	326,000	4557.1%
Net income	(238)	138,159	62,578	25,500	(295,500)	
Beginning fund balance *	72,853	72,616	210,775	250,000	295,500	
Ending fund balance	72,616	210,775	273,353	275,500	-	-100.0%

\*Since budget figures are estimates, the estimated beginning fund balances of 2021 and 2022 may not equal the ending fund balances of 2020 and 2021 respectively.

## 102 - PFD .2% Sales Tax

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This fund was created in 2012 to account for the .2% sales tax that went into effect July 2012. This revenue source is to be used exclusively for Public Facility District related expenses and was put into place to help the Public Facilities District refinance their 2008 Notes that matured December 1, 2011.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	2,369,788	2,382,259	2,402,178	2,600,000	2,800,000	7.7%
<b>Expenses</b>	2,369,788	2,382,259	2,402,178	2,600,000	2,800,000	7.7%
Net income	-	-	-	-	-	
Beginning fund balance *	-	-	-	-	-	
Ending fund balance	-	-	-	-	-	-

## 103 - Paths & Trails

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The Paths and Trails Fund source of revenue is .42% of the total money received from the Motor Vehicle Fuel Tax (RCW 46.68.090). This money is restricted for construction and/or improvement of paths and trails within the City. Because the cost of such projects is typically much larger than the funds generated in a single year we leave the fund balance untouched until an adequate balance is available.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	3,361	3,443	2,955	3,200	3,100	-3.1%
<b>Expenses</b>	-	-	-	20,000	3,000	-85.0%
Net income	3,361	3,443	2,955	(16,800)	100	
Beginning fund balance *	13,188	16,549	19,991	22,000	3,000	
Ending fund balance	16,549	19,991	22,946	5,200	3,100	-40.4%

## 104 - Tourism Promotion Area

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In September 2006, the City established a Tourism Promotion Area (TPA) for the City of Wenatchee, at the request of the Wenatchee Hotel-Motel Association, as enabled by RCW 35.101. By establishing a tourism promotion area in the city, all hotels larger than 40 rooms are assessed \$2 per room night which is collected by the Department of Revenue and returned to the City to be utilized for marketing purposes as specified in the RCW and the city formation ordinance. The City created an advisory board to oversee the budget for the TPA. The TPA board approves the expenditures and the City pays the expenses. The budget and accomplishments are reviewed annual by the City Council in December. This fund provides a real time understanding of the number of hotel rooms used on an annual basis.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	239,626	254,787	187,792	375,500	450,450	20.0%
<b>Expenses</b>	289,372	257,663	160,386	345,250	450,000	30.3%
Net income	(49,746)	(2,876)	27,405	30,250	450	
Beginning fund balance *	165,885	116,139	113,263	50,000	150,000	
Ending fund balance	116,139	113,263	140,669	80,250	150,450	87.5%

2022 Budget Notes: During 2020, the COVID pandemic stay-at-home order caused TPA revenue to decline. Toward the end of 2020, the City Council approved an increase in the TPA fee from \$1 to \$2 per night. Although tourism revenues have not returned to pre-COVID levels of 2019, they have rebounded from the lows of 2020.

## 105 - Hotel/Motel Tax – Capital Outlay

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Twenty percent of all Hotel/Motel Taxes are dedicated to debt service payments on prior capital investments. The revenues in this fund are currently reserved to pay a large portion of the Convention Center debt service.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	335,984	357,763	211,380	300,000	320,000	6.7%
<b>Expenses</b>	335,948	353,499	228,414	300,000	320,000	6.7%
Net income	36	4,264	(17,034)	-	-	
Beginning fund balance *	46,575	46,612	50,875	-	-	
Ending fund balance	46,612	50,875	33,841	-	-	0.0%

2022 Budget Notes: Although tourism revenues have not returned to the pre-COVID levels of 2019, they have rebounded from the lows of 2020.



## 106 - Convention Center

The Wenatchee Convention Center (WCC) is a City owned facility operated under a management contract with Coast Hotels & Resorts. The contract is managed by the Public Works Department, the Mayor's Office and the Finance Department collaboratively. The Convention Center is a 50,000+ square foot regional meeting facility which can host any event from a small business meeting to a statewide convention for over 500. The Convention Center is the home of the Washington State Horticultural Convention every three years (Yakima and Tri-Cities host in other years) and frequently hosts state wide labor and government conventions as well as weddings and entertainment events.

The Convention Center was originally constructed in 1979-80 and was operated by the Westerberg Hotel. Since then, Coast Hotels manage and market the building as they see fit and return a percentage of the revenues back to the facility for debt service and long term upkeep. The City is responsible for maintaining the physical building including the HVAC, electrical, plumbing, lighting, and A/V systems. The Convention Center Fund (Fund 106) is used to fund all of the City's activities in the building.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>						
Hotel/motel tax	671,777	715,605	422,761	600,000	640,000	6.7%
Commission	97,904	113,854	-	50,000	50,000	0.0%
Transfers-in	615,198	594,171	278,414	350,000	420,000	20.0%
Other	72,084	7,818	10,419	2,500	200	-92.0%
Total Revenues	1,456,962	1,431,447	711,594	1,002,500	1,110,200	10.7%
<b>Expenses</b>						
Salaries & benefits	126,755	137,758	130,037	140,460	143,020	1.8%
Supplies & services	243,157	253,655	225,516	302,820	379,610	25.4%
Capital outlay	286,773	368,363	112,685	150,000	150,000	0.0%
Debt service	784,872	772,099	400,923	377,920	450,000	19.1%
Total Expenses	1,441,557	1,531,875	869,161	971,200	1,122,630	15.6%
Net income	15,405	(100,428)	(157,567)	31,300	(12,430)	
Beginning fund balance *	452,716	468,121	367,693	200,000	150,000	
Ending fund balance	468,121	367,693	210,127	231,300	137,570	-40.5%
Staffing FTE	1.1	1.1	1.2	1.2	1.2	

**2022 Budget Notes:** The impacts of the COVID pandemic has sharply affected the Convention Center operations. Although tourism revenues have not returned to the pre-COVID levels of 2019, they have rebounded from the lows of 2020. The City has a priority to paid down the Convention Center debt early. This priority was put on hold in 2020 and 2021 due to poor revenues. However, 2022 looks to be more promising and the City should be able to resume the debt prepayment priority.

## 107 - Hotel Motel Tax - Tourism

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In 2011, the city reconstituted a Lodging Tax Advisory Committee (LTAC) for the oversight of the lodging tax funds and recommendations for uses to the City Council. The role of the Lodging Tax Advisory Committee (LTAC) was strengthened during the 2013 legislative session and requires uses of hotel motel tax be awarded through an application process carried out by the LTAC and funds provided to those on a list provided to the Wenatchee City Council. The City Council may choose to not fund the entire list, however, what is funded has to be on the list that has gone through the application process with the LTAC. Forty percent of all Hotel/Motel Taxes are dedicated to LTAC.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	675,152	720,757	424,623	602,000	640,100	6.3%
<b>Expenses</b>	750,000	754,772	536,833	600,000	595,000	-0.8%
Net income	(74,848)	(34,015)	(112,210)	2,000	45,100	
Beginning fund balance *	371,732	296,884	262,869	220,000	150,000	
Ending fund balance	296,884	262,869	150,659	222,000	195,100	-12.1%

2022 Budget Notes: Although tourism revenues have not returned to the pre-COVID levels of 2019, they have rebounded from the lows of 2020.

## 108 - Street Maintenance

The Street Maintenance Division of the Public Works Department has the responsibility for the maintenance of the City's streets and alleys and publicly maintained sidewalks. The Street Division maintains over 275 lane miles of streets utilizing nearly 40 pieces of street equipment. The Street Division is responsible for snow and ice control on all City streets along with those sections of the state highways that run through the City. The street crews also sweep and clean all city streets and maintain pavement markings and signage. In addition, the Street Division maintains those portions of the sidewalks that are the responsibility of the City.

Another group within the Street Maintenance Division is the Signals and Lighting group which maintains the City's 50 traffic signal systems and the hundreds of street lights and electrical systems in the City.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>						
Motor vehicle fuel tax	484,009	479,499	417,368	486,600	773,000	58.9%
Transfers-in	3,351,033	3,000,000	3,000,000	3,000,000	2,300,000	-23.3%
Other	578,496	314,301	447,742	147,500	122,500	-16.9%
<b>Total Revenues</b>	<b>4,413,538</b>	<b>3,793,800</b>	<b>3,865,111</b>	<b>3,634,100</b>	<b>3,195,500</b>	<b>-12.1%</b>
<b>Expenses</b>						
Salaries & benefits	1,488,928	1,639,210	1,626,350	1,760,710	1,807,250	2.6%
Supplies & services	1,949,365	1,988,800	1,722,166	1,905,730	1,872,570	-1.7%
Capital outlay	134,753	-	932,573	30,000	30,000	0.0%
<b>Total Expenses</b>	<b>3,573,046</b>	<b>3,628,010</b>	<b>4,281,089</b>	<b>3,696,440</b>	<b>3,709,820</b>	<b>0.4%</b>
Net income	840,493	165,790	(415,979)	(62,340)	(514,320)	
Beginning fund balance *	1,706,218	2,546,711	2,712,500	1,500,000	2,000,000	
Ending fund balance	2,546,711	2,712,500	2,296,522	1,437,660	1,485,680	3.3%
<b>Staffing FTE</b>	<b>12.6</b>	<b>12.8</b>	<b>14.8</b>	<b>14.6</b>	<b>14.7</b>	

2022 Budget Notes: Beginning in 2022, the \$3,100,000 General fund transfer to streets is being split between funds 108 Street Maintenance and 109 Arterial Streets. To offset some of this revenue adjustment, all motor vehicle fuel tax is being redirected from fund 109 to fund 108.

## 109 - Arterial Streets

The Arterial Streets Fund was developed in 1972 for the purpose of constructing key capital street projects. The revenue from this fund is used to match State and Federal grants. As an example, in the past five years, \$3.2 million of local revenues leveraged \$14.9 Million in state and federal grants. See the capital budget section of this document for details on Arterial Streets projects.

The Engineering Department carries out the project development of these projects including initial scoping and grant application, design, right-of-way activities, construction, and final documentation. The primary grant sources for City street projects are the State Transportation Improvement Board and the Federal Surface Transportation Program. Other grant programs that often do not require a match that are administered through this fund include the Safe Routes to School program, the CDBG program, and the Highway Safety Improvement Programs.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>						
Motor vehicle fuel tax	300,405	297,139	250,564	303,700	-	-100.0%
Grants	2,945,359	2,971,132	1,360,312	5,982,640	5,660,220	-5.4%
Transfers-in	-	53,530	-	-	1,300,000	-
Other	299,967	101,776	41,965	10,000	1,500	-85.0%
<b>Total Revenues</b>	<b>3,545,731</b>	<b>3,423,576</b>	<b>1,652,841</b>	<b>6,296,340</b>	<b>6,961,720</b>	<b>10.6%</b>
<b>Expenses</b>						
Capital outlay	4,374,939	3,135,018	1,706,425	6,840,540	7,154,220	4.6%
Transfers-out	43,526	489,422	40,105	-	-	-
<b>Total Expenses</b>	<b>4,418,466</b>	<b>3,624,440</b>	<b>1,746,530</b>	<b>6,840,540</b>	<b>7,154,220</b>	<b>4.6%</b>
Net income	(872,735)	(200,863)	(93,689)	(544,200)	(192,500)	
Beginning fund balance *	1,634,251	761,516	560,652	700,000	400,000	
Ending fund balance	761,516	560,652	466,963	155,800	207,500	33.2%

2022 Budget Notes: Beginning in 2022, the \$3,100,000 General fund transfer to streets is being split between funds 108 Street Maintenance and 109 Arterial Streets. This will help the 109 Arterial Streets fund to accumulate adequate reserves to meet grant match requirements. To offset some of this revenue adjustment, all motor vehicle fuel tax is being redirected from fund 109 to fund 108. Details of the street capital projects administered by this fund can be found in the Capital Budget section toward the end of this document.

## 110 - LEOFF 1 Long Term Care

RCW 41.16 and 41.18 require cities in the State of Washington to pay for most health care and long term care costs incurred by pre-LEOFF and LEOFF 1 employees and retirees for as long as they live. The acronym "LEOFF" stands for Law Enforcement Officers and Fire Fighters.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	60,742	63,263	50,324	7,500	81,000	980.0%
<b>Expenses</b>	44,409	38,946	109,390	187,000	159,000	-15.0%
Net income	16,333	24,317	(59,067)	(179,500)	(78,000)	
Beginning fund balance *	614,406	630,740	655,056	580,000	415,000	
Ending fund balance	630,740	655,056	595,989	400,500	337,000	-15.9%

2022 Budget Notes: The need for LEOFF retiree long-term care has increased in the past couple years. Therefore, additional funding from the General fund is needed to maintain the necessary fund balance.

## 111 - Street Overlay

The Street Overlay Fund was developed to dedicate funding to street preservation and repay bonds. In the past, these funds have been used to repave or overlay streets with hot mix asphalt. More recently, staff has explored alternative pavement preservation methods to extend the life of payment at a lower cost. Revenues for this fund are the 2nd ¼ percent of Real Estate Excise Tax (REET). Occasionally the 119 Transportation Benefit District (TBD) revenues have been transferred to the overlay fund for the City's street preservation.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>						
Real estate excise tax	562,557	608,387	639,997	570,000	650,000	14.0%
Transfers in	2,000,000	760,000	40,105	-	-	-
Other	30,452	70,686	51,489	12,000	2,000	-83.3%
Total Revenues	2,593,009	1,439,074	731,591	582,000	652,000	12.0%

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Expenses</b>						
Capital outlay	2,168,104	1,148,473	1,064,376	235,900	2,071,900	778.3%
Transfers-out	-	1,211,000	-	-	241,930	-
Total Expenses	2,168,104	2,359,473	1,064,376	235,900	2,313,830	880.9%

Net income	424,905	(920,399)	(332,785)	346,100	(1,661,830)	
Beginning fund balance *	1,724,091	2,148,996	1,228,597	100,000	1,675,000	
Ending fund balance	2,148,996	1,228,597	895,812	446,100	13,170	-97.0%

2022 Budget Notes: Details of the street capital projects administered by this fund can be found in the Capital Budget section toward the end of this document.

## 112 - Impact Fees

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This fund is setup by WCC 15.02.080 to accumulate impact fees that are to be used for public facility improvements that benefit the Broadview and Western Foothills developments.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	572	5,540	102,130	200	100,400	50100.0%
<b>Expenses</b>	-	4,443	-	-	200,000	-
Net income	572	1,097	102,130	200	(99,600)	
Beginning fund balance *	32,882	33,453	34,550	40,000	150,000	
Ending fund balance	33,453	34,550	136,680	40,200	50,400	25.4%

2022 Budget Notes: A new Western Foothills Transportation impact fee was adopted at the end of 2019 and greatly increased revenues. There are currently several projects in the Western Foothills that may need to utilize these funds. Therefore, expenditure budget authority for 2022 has been added as a placeholder.

## 113 - Low Income Housing

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Revenues supporting this fund are from a State affordable housing sales tax and recording fees that are distributed to the cities in Chelan County on a population pro-rata share per interlocal agreement. These funds are limited to projects within the city limits of Wenatchee and are restricted for affordable housing projects meeting specific income requirements.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	40,846	54,158	137,825	111,000	140,300	26.4%
<b>Expenses</b>	37,024	49,925	68,167	56,710	142,640	151.5%
Net income	3,822	4,233	69,657	54,290	(2,340)	
Beginning fund balance *	70,389	74,211	78,444	70,000	100,000	
Ending fund balance	74,211	78,444	148,101	124,290	97,660	-21.4%

## 114 - Community Center

The Community Center operations fund is a separate account that is used specifically for the Wenatchee Community Center. The Wenatchee Community Center was established in 2006 to provide an inclusive multicultural facility for all members of the community. In 2020, the City entered into an agreement with Pinnacles Prep for the operation and management of the Center. That agreement takes effect in 2021.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	31,572	155,393	61,074	8,500	2,530,100	29665.9%
<b>Expenses</b>	36,090	105,240	141,799	45,090	2,528,040	5506.7%
Net income	(4,519)	50,153	(80,725)	(36,590)	2,060	
Beginning fund balance *	95,007	90,488	140,642	100,000	50,000	
Ending fund balance	90,488	140,642	59,917	63,410	52,060	-17.9%

2022 Budget Notes: The City is now leasing the Community Center to a Pinnacles Prep charter school. The City now has minimal property management duties which are covered by the lease payments. In 2022 the City anticipates a \$2.5 million remodel of the facility for Pinnacles Prep. This is funded with a State Department of Commerce grant.

## 115 - CDBG Entitlement

The City became an entitlement community in 2005. These funds must be used in accordance with HUD regulations and are restricted to the following use percentages (20% Administration and Planning and 15% Public Services). The remaining funds must be used for bricks and mortar projects meeting one of three national objectives, serving low to moderate income individuals.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	82,525	132,804	182,910	465,090	788,870	69.6%
<b>Expenses</b>	95,013	165,982	149,731	500,090	788,870	57.7%
Net income	(12,488)	(33,179)	33,179	(35,000)	-	
Beginning fund balance *	12,484	(4)	(33,183)	35,000	-	
Ending fund balance	(4)	(33,183)	(4)	-	-	-

## 116 - LEOFF 1 Retiree Health Insurance

RCW 41.16 and 41.18 require cities in the State of Washington to pay for most health care and long term care costs incurred by pre-LEOFF and LEOFF 1 employees and retirees for as long as they live.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	265,431	150,722	246,567	245,000	320,800	30.9%
<b>Expenses</b>	329,630	356,089	282,177	316,000	323,000	2.2%
Net income	(64,199)	(205,367)	(35,610)	(71,000)	(2,200)	
Beginning fund balance *	700,969	636,770	431,403	390,000	370,000	
Ending fund balance	636,770	431,403	395,793	319,000	367,800	15.3%

## 117 - Homeless

The City manages these funds on behalf of both East Wenatchee and Wenatchee via an interlocal agreement. Revenue from this fund originates from surcharges that are being collected by the Chelan County Auditor's Office for the City of Wenatchee under RCW 43.185C.080, RCW 36.22.179 and RCW 36.22.1791; funds collected for both cities under RCW 82.14.530; and any additional funds the two cities allocate to the homeless programs to implement the Five-Year Local Homeless Housing Plan. The City manages these funds under the guidance of a task force made up of local governmental officials from each city, community members, and other social service agencies.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>						
Sales Tax	-	-	-	-	1,300,000	100.0%
Intergovernmental	724,338	828,504	972,671	810,000	580,000	-28.4%
Grants	695,749	492,435	2,196,064	1,693,160	636,790	-62.4%
Other	70,913	10,932	980,487	5,000	400	-92.0%
<b>Total Revenues</b>	<b>1,491,001</b>	<b>1,331,871</b>	<b>4,149,221</b>	<b>2,508,160</b>	<b>2,517,190</b>	<b>0.4%</b>
<b>Expenses</b>						
Salaries & benefits	-	-	-	-	107,120	100.0%
Services	1,282,237	1,252,092	3,196,374	2,663,220	2,336,150	-12.3%
<b>Total Expenses</b>	<b>1,282,237</b>	<b>1,252,092</b>	<b>3,196,374</b>	<b>2,663,220</b>	<b>2,443,270</b>	<b>-8.3%</b>
Net income	208,764	79,779	952,847	(155,060)	73,920	
Beginning fund balance *	554,365	763,129	842,908	400,000	200,000	
<b>Ending fund balance</b>	<b>763,129</b>	<b>842,908</b>	<b>1,795,755</b>	<b>244,940</b>	<b>273,920</b>	<b>11.8%</b>
<b>Staffing FTE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1.0</b>	

**2022 Budget Notes:** In 2021, the City stepped down as the lead agency for the regional homeless steering committee and also implemented a one-tenths housing sales tax. It is partnering with the City of East Wenatchee to provide low-barrier shelters.

## 118 - Abatement

The Abatement fund assists code compliance officers by providing resources for resolving onsite violations such as cleanup activities. The abatement fund is primarily funded by violation fees and at times, assistance from the General Fund.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	40,901	24,636	27,972	13,100	20,200	54.2%
<b>Expenses</b>	38,955	11,328	31,173	40,000	75,000	87.5%
Net income	1,946	13,308	(3,201)	(26,900)	(54,800)	
Beginning fund balance *	72,398	74,344	87,652	100,000	150,000	
<b>Ending fund balance</b>	<b>74,344</b>	<b>87,652</b>	<b>84,451</b>	<b>73,100</b>	<b>95,200</b>	<b>30.2%</b>



## 119 - Transportation Benefit District

This fund accounts for the \$20 vehicle licensing fee associated with the Transportation Benefit District (TBD). These revenues are dedicated to the operation, preservation and maintenance of the city's existing transportation improvements, facilities and programs set forth in the six-year comprehensive street program. As per City Code, 10 percent of the TBD revenue should be used to implement pedestrian-related projects.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	707,777	644,273	655,652	601,000	651,500	8.4%
<b>Expenses</b>	2,000,505	614,188	494,932	-	1,150,000	-
Net income	(1,292,728)	30,085	160,720	601,000	(498,500)	
Beginning fund balance *	1,802,245	509,517	539,602	600,000	1,300,000	
Ending fund balance	509,517	539,602	700,322	1,201,000	801,500	-33.3%

2022 Budget Notes: Details of the street capital projects administered by this fund can be found in the Capital Budget section toward the end of this document.

## 120 - ARP Recovery

In early 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. This established Coronavirus Local Fiscal Recovery Funds. These funds are to be used to support public health response, replace public sector revenue loss, water and sewer infrastructure, and address negative economic impacts. By mid-2022, the City will receive \$6,191,820 in revenue and this fund will track the spend-down of those funds.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	-	-	-	-	3,191,820	100.0%
<b>Expenses</b>	-	-	-	-	6,191,820	100.0%
Net income	-	-	-	-	(3,000,000)	
Beginning fund balance *	-	-	-	-	3,000,000	
Ending fund balance	-	-	-	-	-	0.0%

2022 Budget Notes: At the time of budget adoption, U.S. Treasury had not issued the final rules for these funds. The City plans to identify the majority of eligible expenses once the final rules are released.

\*Since budget figures are estimates, the beginning fund balances of 2021 and 2022 may not equal the estimated ending fund balances of 2020 and 2021 respectively.

## DEBT SERVICE FUNDS

### 204 - LID Guaranty

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Retains funds to guaranty the debt service payments on the LID Bonds related to the 2008 Riverside Drive and 2010 Poplar Sewer projects.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	2,328	2,843	2,214	500	300	-40.0%
<b>Expenses</b>	37	74	10,977	-	12,000	-
Net income	2,291	2,769	(8,763)	500	(11,700)	
Beginning fund balance *	133,857	136,148	138,917	140,000	120,000	
Ending fund balance	136,148	138,917	130,154	140,500	108,300	-

### 205 - Councilmanic Bonds

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This fund accumulates resources to make timely payments on the 2015 LTGO, 2016 LTGO, and 2019 LTGO. These bonds were approved by the City Council and were used to finance the Public Services Center, remodel council chambers, museum HVAC upgrades, Convention Center upgrades, projects related to the Local Revitalization Financing district by Pybus Market, the purchase and remodel of the new City Hall facility, and certain street projects.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	1,531,767	2,095,777	1,774,753	1,704,220	2,007,050	17.8%
<b>Expenses</b>	1,524,670	2,088,140	1,764,488	1,702,570	2,006,400	17.8%
Net income	7,097	7,636	10,265	1,650	650	
Beginning fund balance *	6,481	13,578	21,214	5,000	30,000	
Ending fund balance	13,578	21,214	31,479	6,650	30,650	360.9%

2022 Budget Notes: As of the date of budget adoption, there is \$1,476,000 outstanding on the 2015 LTGO bonds, \$7,450,000 outstanding on the 2016 LTGO bonds, and \$11,570,000 outstanding on the 2019 LTGO bonds.

### 207 - Riverside Dr. LID #2008-1

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Accounts for the collection of principal and interest of the 2008 Riverside Drive Local Improvement District.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	221,185	482	10,940	29,690	28,670	-3.4%
<b>Expenses</b>	210,936	35,720	11,110	29,690	28,670	-3.4%
Net income	10,249	(35,238)	(170)	-	-	
Beginning fund balance *	25,159	35,408	170	-	-	
Ending fund balance	35,408	170	-	-	-	0.0%

\*Since budget figures are estimates, the beginning fund balances of 2021 and 2022 may not equal the estimated ending fund balances of 2020 and 2021 respectively.

## CAPITAL PROJECT FUNDS

### 301 - Real Estate Excise Tax Capital Projects

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The Real Estate Excise Tax (REET) Fund collects revenues via ¼ of 1% real estate excise tax that is paid by the seller of a piece of real estate. A portion of this revenue currently reserved to pay for a portion of the 2007 Limited Tax General Obligation debt, which matures in 2027. The remaining amount is available for City capital projects.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	613,892	628,791	683,393	588,000	651,500	10.8%
<b>Expenses</b>	223,050	473,932	1,019,149	221,250	726,000	228.1%
Net income	390,842	154,859	(335,756)	366,750	(74,500)	
Beginning fund balance *	490,102	880,944	1,035,803	300,000	1,000,000	
Ending fund balance	880,944	1,035,803	700,047	666,750	925,500	38.8%

2022 Budget Notes: The Real Estate Excise Tax Capital Projects fund is funding \$500,000 of the Springwater Avenue project. Details of this project are included at the end of this document in the Capital Budget section.

### 302 - Parks & Recreation Capital Projects

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The City's Parks & Recreation department manages several park construction projects. This fund accounts for the capital project expenses and revenues from grants, donations, and available City funds.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	127,526	3,417,117	3,015,924	4,107,490	6,253,100	52.2%
<b>Expenses</b>	86,271	4,244,877	2,226,316	4,106,990	6,252,400	52.2%
Net income	41,255	(827,760)	789,608	500	700	
Beginning fund balance *	245,184	286,439	(541,320)	80,000	100,000	
Ending fund balance	286,439	(541,320)	248,288	80,500	100,700	25.1%

2022 Budget Notes: Details of the parks capital projects administered by this fund can be found in the Capital Budget section toward the end of this document.

### 304 - Economic Development Capital Projects

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This fund is used to track the expenses and revenues related to economic development capital projects.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	5,609,576	6,706,901	2,521,142	8,701,500	9,891,480	13.7%
<b>Expenses</b>	9,569,310	8,904,492	1,494,923	4,701,500	4,891,480	4.0%
Net income	(3,959,734)	(2,197,591)	1,026,219	4,000,000	5,000,000	
Beginning fund balance *	496,479	(3,463,255)	(5,660,846)	(4,000,000)	(5,000,000)	
Ending fund balance	(3,463,255)	(5,660,846)	(4,634,627)	-	-	0.0%

2022 Budget Notes: Details of the economic development capital projects administered by this fund can be found in the Capital Budget section toward the end of this document.

## 307 - Local Revitalization Financing Program

The City created a Local Revitalization District in 2009 through ordinance 2009-26 under the authority of RCW 39.89.050. Formation of this District allows the City and participating junior taxing districts (Chelan County Port District and the NCW Regional Library District) to dedicate incremental growth in property tax revenues to the financing of capital projects within the District. The City was also awarded the opportunity for a tax rebate from the State of Washington up to \$500,000 annually. This award allows increases in State of Washington tax revenue resulting from development activity to be returned to the City of Wenatchee for financing of public infrastructure providing benefit to the District. The District is generally bounded by the Columbia River to the east, Thurston Street to the south, the railroad tracks and Walla Walla Avenue to the West, and private property located just north of Walla Walla Park to the north.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>						
Property tax	50,419	59,145	94,344	50,000	110,000	120.0%
Sales tax rebate	500,000	500,000	500,000	500,000	500,000	0.0%
Other	47,209	509,156	20,117	15,000	3,000	-80.0%
<b>Total Revenues</b>	<b>597,628</b>	<b>1,068,301</b>	<b>614,461</b>	<b>565,000</b>	<b>613,000</b>	<b>8.5%</b>
<b>Expenses</b>	<b>702,368</b>	<b>829,157</b>	<b>1,113,542</b>	<b>982,300</b>	<b>2,824,550</b>	<b>187.5%</b>
Net income	(104,740)	239,143	(499,081)	(417,300)	(2,211,550)	
Beginning fund balance *	4,531,917	4,427,177	4,666,320	3,500,000	3,000,000	
<b>Ending fund balance</b>	<b>4,427,177</b>	<b>4,666,320</b>	<b>4,167,239</b>	<b>3,082,700</b>	<b>788,450</b>	<b>-74.4%</b>

2022 Budget Notes: The City has committed \$2,000,000 through an interlocal agreement with the Chelan County PUD for redevelopment of the Wenatchee Riverfront Park area. Details of the economic development capital projects administered by this fund can be found in the Capital Budget section toward the end of this document.

## 308 - New City Hall Remodel

The City purchased a portion of the Wenatchee Federal Building to repurpose for a new City Hall. Schematic design was initiated in 2017 and will be completed in 2019. Construction is anticipated to begin in 2020. Debt was issued in 2019 and the proceeds of the bonds were deposited into the New City Hall Remodel fund. This fund accounts for the construction costs and spend-down of the bond proceeds.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	-	10,694,836	2,730,263	20,000	2,406,870	11934.4%
<b>Expenses</b>	-	198,777	3,289,941	7,500,000	7,183,870	-4.2%
Net income	-	10,496,059	(559,678)	(7,480,000)	(4,777,000)	
Beginning fund balance *	-	-	10,496,059	9,000,000	5,000,000	
<b>Ending fund balance</b>	<b>-</b>	<b>10,496,059</b>	<b>9,936,380</b>	<b>1,520,000</b>	<b>223,000</b>	<b>-85.3%</b>

2022 Budget Notes: Details of the New City Hall Remodel capital budget can be found in the Facilities Capital Project section toward the end of this document.

## 309 - Foothills Streets

To promote economic development and safety in the Wenatchee foothills, the City must make a significant investment in expanding the street infrastructure. Debt was issued in 2019 and the proceeds of the bonds were deposited into the Foothill Streets fund. This fund accounts for the construction costs and spend-down of the bond proceeds.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	-	2,038,264	8,805	4,000	200	-95.0%
<b>Expenses</b>	-	38,977	232,810	1,274,600	629,400	-50.6%
Net income	-	1,999,287	(224,005)	(1,270,600)	(629,200)	
Beginning fund balance *	-	-	1,999,287	1,800,000	630,000	
Ending fund balance	-	1,999,287	1,775,282	529,400	800	-99.8%

2022 Budget Notes: Details of the streets capital projects administered by this fund can be found in the Capital Budget section toward the end of this document.

## 310 – INFRA Grant

In 2021, the City was awarded a \$92.4 million Infrastructure for Rebuilding America (INFRA) grant from the U.S. Department of Transportation (DOT) for the Apple Capital Loop. This project will also require leveraging \$123 million in total match commitments from a combination of local, state, and other sources of funds. Due to the extraordinary size of this project, a separate fund was created to manage the revenues and expenses.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	-	-	-	-	3,950,000	100.0%
<b>Expenses</b>	-	-	-	-	3,950,000	100.0%
Net income	-	-	-	-	-	
Beginning fund balance *	-	-	-	-	-	
Ending fund balance	-	-	-	-	-	0.0%

2022 Budget Notes: Details of the INFRA Grant Apple Capital Loop capital budget can be found in the streets capital project section toward the end of this document.

\*Since budget figures are estimates, the beginning fund balances of 2021 and 2022 may not equal the estimated ending fund balances of 2020 and 2021 respectively.

## ENTERPRISE FUNDS

### 401 - Water Utility

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The Water Division of the Public Works Department provides water services for the City of Wenatchee. This division is funded through utility rates and fees for miscellaneous services rendered as well as interest revenue generated from invested cash reserves. This division is not supported by any taxes.

The water system service area covers a majority of the corporate City limits, but does not cover west of Western Avenue or north of Maple Street. The water system infrastructure includes two booster pump stations, four reservoirs (totaling 15 million gallons storage) and over 100 miles of pipes spread across three pressure zones.

The Water Division includes two staff positions that assist the operation groups in complying with regulations and providing communication and public outreach with customers and the public. They are also responsible for administering the utility programs, including water quality testing and cross connection control.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>						
Water fees & taxes	5,220,577	5,402,392	5,845,044	5,897,500	6,178,000	4.8%
Other	109,634	55,127	156,402	17,000	8,000	-52.9%
Total Revenues	5,330,211	5,457,519	6,001,446	5,914,500	6,186,000	4.6%
<b>Expenses</b>						
Salaries & benefits	1,430,487	1,449,931	1,691,756	1,998,050	1,995,180	-0.1%
Supplies & services	2,731,435	3,017,996	3,217,668	3,522,250	3,469,110	-1.5%
Capital outlay	755,754	1,533,089	889,462	397,500	466,300	17.3%
Debt service	495,313	449,303	450,062	450,450	413,650	-8.2%
Total Expenses	5,412,989	6,450,319	6,248,949	6,368,250	6,344,240	-0.4%
Net income	(82,778)	(992,799)	(247,504)	(453,750)	(158,240)	
Beginning working capital	2,726,475	2,643,697	1,650,897	750,000	1,400,000	
Ending working capital	2,643,697	1,650,897	1,403,394	296,250	1,241,760	319.2%
Staffing FTE	15.7	16.8	16.3	17.1	17.6	

**2022 Budget Notes:** The Water Utility rates are currently set to increase by 6% each year, but Council will be asked to take action on a larger increase before the end of 2021. This will provide funding for necessary improvements to aging infrastructure. Details of the utility capital projects administered by this fund can be found in the Capital Budget section toward the end of this document.

## 405 - Sewer Utility

The Wastewater Division of the Public Works Department provides sanitary sewer services for the City of Wenatchee. This division is funded through utility rates and fees for miscellaneous services rendered as well as interest revenue generated from invested cash reserves. This division is not supported by any taxes. The wastewater system service area covers the entire City of Wenatchee, plus areas with the urban growth boundary. Some of these areas do not have a conveyance system installed yet, but staff has been working with developers over the last several years to plan and install wastewater infrastructure. The wastewater system includes the Waste Water Treatment Plant (WWTP) with a capacity of 5.5 Million Gallons per Day (MGD), a biosolids drying bed facility, five lift stations, and over 140 miles of gravity wastewater lines.

The utility includes operations and maintenance staff at the wastewater treatment plant, collections maintenance staff and a Pretreatment Technician to implement the City's pretreatment program and wastewater education and outreach.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>						
Sewer fees	8,110,361	8,742,816	8,853,195	9,450,000	10,063,000	6.5%
Bond/Loan Proceeds	14,000,000	-	-	-	6,307,000	100.0%
Other	244,745	327,348	380,401	130,000	28,000	-78.5%
Total Revenues	22,355,106	9,070,164	9,233,596	9,580,000	16,398,000	71.2%
<b>Expenses</b>						
Salaries & benefits	1,392,899	1,726,602	1,805,162	2,472,270	2,454,790	-0.7%
Supplies & services	3,469,454	3,703,611	3,654,297	4,261,310	5,107,860	19.9%
Capital outlay	5,736,980	2,991,566	1,614,949	5,757,130	12,755,200	121.6%
Debt service	1,933,195	2,155,171	2,179,702	2,522,090	2,499,400	-0.9%
Total Expenses	12,532,528	10,576,950	9,254,110	15,012,800	22,817,250	52.0%
Net income	9,822,578	(1,506,786)	(20,514)	(5,432,800)	(6,419,250)	
Beginning working capital	7,035,735	16,858,313	15,351,527	8,000,000	12,000,000	
Ending working capital	16,858,313	15,351,527	15,331,013	2,567,200	5,580,750	117.4%
Staffing FTE	15.6	17.2	19.1	20.0	21.0	

**2022 Budget Notes:** The Sewer Utility rates are set to increase by 6% each year. This will provide funding for necessary improvements to aging infrastructure. The addition of Bond/Loan Proceeds in 2022 is related to a State Revolving Fund Loan for the Waste Water Treatment Plant digester project. Details of the utility capital projects administered by this fund can be found in the Capital Budget section toward the end of this document.

## 410 - Storm Drain Utility

The purpose of the Storm Drain Utility Fund is to provide funding for operation, maintenance, improvement and expansion of the City’s urban storm sewer system. The revenue for this fund is generated from a flat monthly charge to each single-family residence as well as a monthly charge to commercial and multi-family residences based on an “equivalent residential unit.” The municipal storm water system consists of the complete system of streets, catch basins, curbs, gutters, ditches, manholes, treatment facilities and pipes for collecting, treating and conveying storm water throughout the City. This system does not include the canyon drains which flow through the City in their own channels.

The City operates the system under a NPDES (National Pollutant Discharge Elimination System) Phase II Municipal Stormwater Permit for Eastern Washington communities which regulates the operation of the system including mandating the regulations communities must put in place for citizens to operate under. Compliance with this permit has become an increasingly larger burden for all cities under Phase II requirements. City stormwater staff are responsible for cleaning and inspecting infrastructure, investigating complaints,, and reporting compliance.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>						
Storm drain fees	2,352,614	2,442,059	2,488,219	3,470,590	3,625,000	4.4%
Other	105,895	645,855	465,487	812,500	1,492,750	83.7%
Total Revenues	2,458,509	3,087,914	2,953,705	4,283,090	5,117,750	19.5%

<b>Expenses</b>						
Salaries & benefits	580,259	691,466	667,549	819,450	897,880	9.6%
Supplies & services	750,344	814,499	1,163,440	1,736,370	1,769,550	1.9%
Capital outlay	670,689	1,264,257	512,980	2,483,600	3,508,570	41.3%
Debt service	319,898	277,914	285,265	277,580	269,440	-2.9%
Transfers-out	29,800	309,260	-	39,970	102,000	155.2%
Total Expenses	2,350,990	3,357,396	2,629,235	5,356,970	6,547,440	22.2%

Net income	107,519	(269,482)	324,471	(1,073,880)	(1,429,690)	
Beginning working capital	4,170,886	4,278,404	4,008,922	3,000,000	5,100,000	
Ending working capital	4,278,404	4,008,922	4,333,393	1,926,120	3,670,310	90.6%

Staffing FTE	5.0	6.8	6.2	6.6	7.9	
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**2022 Budget Notes:** The Storm Drain Utility was approved for a significant rate increase in 2021, and will see further rate increases in the next couple years. This will provide funding for needed infrastructure improvements. Details of the utility capital projects administered by this fund can be found in the Capital Budget section toward the end of this document.



## 415 - Regional Water

The Wenatchee Regional Water System supplies water to the City of Wenatchee, Chelan County Public Utility District (PUD), and the East Wenatchee Water District (EWWD). These three water purveyors serve domestic water for the entire Wenatchee Valley. The City operates and maintains the system in cooperation with the PUD and the EWWD through an Advisory Committee. The Advisory Committee is comprised of 3 staff and 3 elected officials who govern the operations of the Regional Water System.

The activities of the Regional Water System include pumping and water delivery, monitoring and maintaining the transmission line, pumps, meters, valves, chlorination equipment, and telemetry equipment.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	1,479,495	1,610,364	1,904,154	1,906,000	2,167,370	13.7%
<b>Expenses</b>						
Salaries & benefits	240,211	240,211	248,040	289,500	283,800	-2.0%
Supplies & services	523,796	433,148	453,818	735,380	807,160	9.8%
Capital outlay	186,018	30,761	89,585	169,140	-	-100.0%
Total Expenses	1,178,412	704,120	791,444	1,194,020	1,090,960	-8.6%
Net income	301,083	906,244	1,112,710	711,980	1,076,410	
Beginning working capital	2,744,568	3,045,651	3,951,895	3,900,000	4,500,000	
Ending working capital	3,045,651	3,951,895	5,064,605	4,611,980	5,576,410	20.9%
Staffing FTE	2.2	2.2	2.4	2.4	2.4	

**2022 Budget Notes:** In prior years, the Regional Water fund performed well-drilling as preliminary work for a second-source. This work has been put on hold and therefore the Regional Water fund shows no capital outlay planned for 2022. The Advisory Committee adopted a 10% rate increase for 2022 to continue to prepare financial for the construction of a second source.

## 430 - Cemetery

The Cemetery Division of the Parks, Recreation and Cultural Services Department operates the 34-acre Cemetery and the Home Of Peace Mausoleum. Cemetery staff are responsible for overall operations, including landscape installation and maintenance, burial service setup, grave, niche and crypt sales, burials, marker setting and any other operational tasks. Staff works with funeral directors and families directly to accommodate the needs of those utilizing the Cemetery.

The Cemetery derives its revenues from three primary sources including fees for services; income from the sale of graves, crypts, niches, markers and other items; and from the interest earnings from the Cemetery Endowment Care Fund. For many years, the three traditional revenue sources have not been adequate to fund Cemetery operations. For this reason, the City's General Fund makes recurring transfers to the Cemetery fund.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>						
Operations	183,204	202,033	211,246	145,900	185,900	27.4%
Transfers-in	140,300	311,000	261,000	261,000	240,000	-8.0%
Total Revenues	323,504	513,033	472,246	406,900	425,900	4.7%
<b>Expenses</b>						
Salaries & benefits	227,798	273,567	274,575	309,890	295,720	-4.6%
Supplies & services	101,944	113,781	130,860	155,630	139,500	-10.4%
Capital outlay	6,579	13,683	-	-	-	-
Total Expenses	336,321	401,031	405,434	465,520	435,220	-6.5%
Net income	(12,818)	112,002	66,812	(58,620)	(9,320)	
Beginning working capital	(1,428)	(14,246)	97,756	70,000	255,000	
Ending working capital	(14,246)	97,756	164,568	11,380	245,680	-
Staffing FTE	2.1	2.1	2.6	2.6	2.6	

\*Since budget figures are estimates, the beginning fund balances of 2021 and 2022 may not equal the estimated ending fund balances of 2020 and 2021 respectively.

## INTERNAL SERVICE FUNDS

### 501 - Equipment Rental O&M

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The Equipment Operations & Maintenance Division of the Public Works Department is tasked with providing all of the Departments within the City of Wenatchee with high quality fleet management and operations to meet the needs of the end users and citizens of the City of Wenatchee. The Equipment Maintenance staff consists of one supervisor and fleet specialist and four mechanics providing automotive, heavy truck, heavy equipment, emergency vehicle and small engine maintenance.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	991,644	1,119,851	1,280,949	1,101,150	1,103,790	0.2%
<b>Expenses</b>						
Salaries & benefits	445,705	507,277	520,133	573,780	559,800	-2.4%
Supplies & services	565,589	596,513	506,933	608,700	645,080	6.0%
Total Expenses	1,011,294	1,103,790	1,027,066	1,182,480	1,204,880	1.9%
Net income	(19,650)	16,060	253,883	(81,330)	(101,090)	
Beginning working capital	415,285	395,635	411,695	450,000	740,000	
Ending working capital	395,635	411,695	665,578	368,670	638,910	73.3%
Staffing FTE	6.4	6.2	6.4	6.4	6.4	

### 502 - Self Insurance

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The Self Insurance Fund provides property/casualty insurance that covers all City assets and programs. The City is a member of the Association of Washington City Risk Management Service Agency (AWC RMSA) pool. AWC RMSA had 86 member municipalities as of December 31, 2011. Members pay an annual assessment to the AWC RMSA. The AWC RMSA is responsible for payment of all covered causes of loss against the jurisdiction above the stated retention. AWC RMSA, itself, pays out of its own funds all claims up to \$250,000 for liability and \$50,000 for property, and thereafter purchases excess liability insurance. The revenue for this fund are transfers in from the operating funds. The reserve balance goal for this fund is to have \$500,000 in excess of the premium.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	1,164,505	1,016,813	1,269,638	1,270,000	1,212,000	-4.6%
<b>Expenses</b>	991,109	981,895	1,142,706	1,296,870	1,310,000	1.0%
Net income	173,395	34,918	126,932	(26,870)	(98,000)	
Beginning working capital	1,376,987	1,550,382	1,585,300	1,520,000	1,800,000	
Ending working capital	1,550,382	1,585,300	1,712,232	1,493,130	1,702,000	14.0%

## 503 - Equipment Rental Replacement

The Equipment Rental & Replacement (ER&R) Division of the Public Works Department is responsible for managing the scheduled replacement of the City's fleet of vehicles and equipment. The ownership of all City vehicles and heavy equipment (with the exception of the 6 pieces of firefighting apparatus) is held by the ER&R Fund. These vehicles and pieces of equipment are rented back to the end-user department at a rental rate sufficient to cover the cost of replacement at the end of its useful life.

The ER&R staff (Public Works Director – Operations Manager, Fleet Supervisor, Fleet and Facilities Specialist) has developed a 25-year replacement plan which outlines the replacement schedule of all vehicles and equipment and a cash-flow plan to provide adequate funding for those purchases. The ER&R Fund is a revolving account in which current revenues are used to make the scheduled purchases in any given year.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	1,360,739	1,493,390	1,442,557	850,860	714,280	-16.1%
<b>Expenses</b>						
Salaries & benefits	93,924	102,602	107,924	121,160	107,210	-11.5%
Supplies & services	70,743	46,123	19,633	20,050	20,400	1.7%
Capital outlay	432,569	505,100	931,409	1,047,790	1,049,290	0.1%
Total Expenses	597,236	653,824	1,058,966	1,189,000	1,176,900	-1.0%
Net income	763,503	839,566	383,591	(338,140)	(462,620)	
Beginning working capital	2,114,988	2,878,491	3,718,057	4,000,000	4,000,000	
Ending working capital	2,878,491	3,718,057	4,101,648	3,661,860	3,537,380	-3.4%
Staffing FTE	0.9	0.9	1.1	0.9	0.9	

2022 Budget Notes: After many years of accumulating resources in the ER&R fund, in 2021 the City implemented an across-the-board rate reduction to reduce the cash balance to a preferred level.

## 504 - Facility Maintenance

The Public Works Department’s Facility Maintenance Division is responsible for the building maintenance for all of the City’s facilities. This includes City Hall, the Police Station, the Historic Police Station (home of Information Services/Facility Maintenance/Drug Task Force), the Public Services Center Complex, the Museum Complex, the Community Center, Fire Station, the City Pool and Bathhouse and some of the work at the buildings in City parks. This fund primarily derives its revenue from a General Fund transfer in the “other administrative” section of the budget. Other non-General Fund departments also contribute to the Facility Maintenance fund for facility maintenance and upkeep.

The facility maintenance crew also provides tenant improvement services for City departments such as remodels of existing spaces, or expansions to accommodate departmental growth.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	3,104,673	1,577,089	2,680,102	1,302,700	2,763,800	112.2%
<b>Expenses</b>						
Salaries & benefits	386,277	507,209	508,476	620,780	634,780	2.3%
Supplies & services	591,937	975,739	901,187	595,430	615,660	3.4%
Capital outlay	559,959	222,580	2,684,213	134,000	1,590,000	1086.6%
Total Expenses	1,538,173	1,705,528	4,093,876	1,350,210	2,840,440	110.4%
Net income	1,566,499	(128,439)	(1,413,774)	(47,510)	(76,640)	
Beginning working capital	492,213	2,058,712	1,930,273	800,000	200,000	
Ending working capital	2,058,712	1,930,273	516,499	752,490	123,360	-83.6%
Staffing FTE	2.7	3.7	3.8	4.9	4.9	

2022 Budget Notes: For 2022 the Facilities fund was granted the authority to use up to \$400,000 of General fund reserves to address larger maintenance issues. The Facilities fund is also managing a capital project for Parkside Improvements. Details of the facilities capital projects can be found in the Capital Budget section toward the end of this document.

## 505 - Information Systems

The Information Systems department’s mission is to proactively provide cost effective, reliable, standardized, and current information technology tools, systems, and services including customer support to the departments of the City of Wenatchee. The Information Systems department designs, maintains, and monitors the City’s data network. The department orders, delivers, repairs, and maintains all desktop, handheld personal computers and peripheral equipment. They insure the integrity and security of data operations, and oversee and manage the City’s data center. Primary computer applications, such as financial, payroll, utilities, permitting, and public safety and related database systems, are maintained and supported by the Information Systems department. The department manages the City’s Internet and Intranet web sites, council chambers technology operations and support and the City’s telephone systems.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	1,216,521	1,357,389	1,394,523	1,422,260	1,501,550	5.6%
<b>Expenses</b>						
Salaries & benefits	557,256	577,185	603,926	613,000	639,550	4.3%
Supplies & services	651,231	627,413	639,451	670,440	723,660	7.9%
Capital outlay	76,283	133,005	69,940	350,000	180,000	-48.6%
Total Expenses	1,284,771	1,337,603	1,313,317	1,633,440	1,543,210	-5.5%
Net income	(68,249)	19,786	81,206	(211,180)	(41,660)	
Beginning working capital	359,912	291,663	311,449	340,000	175,000	
Ending working capital	291,663	311,449	392,655	128,820	133,340	3.5%
Staffing FTE	5.0	5.0	5.0	5.0	5.0	

2022 Budget Notes: A hardware replacement program was implemented for 2021 which required up-front costs. This level of cost was not needed in 2022, which accounts for the decrease in Capital Outlay.

\*Since budget figures are estimates, the beginning fund balances of 2021 and 2022 may not equal the estimated ending fund balances of 2020 and 2021 respectively.

## AGENCY FUNDS

### 610 - Cemetery Endowment

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This fund is used to account of trust amounts received through sales of graves, crypts and niches in the Cemetery Enterprise Fund. Currently the interest earnings are reinvested in the fund to maximize the compound earning potential and are meant to provide funding for the operations of the Cemetery when the property is filled and service revenues decline.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	38,174	43,821	43,664	28,000	22,500	-19.6%
<b>Expenses</b>	-	-	-	-	-	-
Net income	38,174	43,821	43,664	28,000	22,500	
Beginning fund balance *	1,115,102	1,153,276	1,197,097	1,210,000	1,270,000	
Ending fund balance	1,153,276	1,197,097	1,240,761	1,238,000	1,292,500	4.4%

### 611 - Firemen's' Pension

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RCW.3.24.380 established the authority to create a Firemen's Pension Fund to meet the requirement of Washington State Law to provide pension and related benefits to fire department employees hired prior to March 1, 1970. There are less than 20 retirees or beneficiaries eligible for retirement benefits. The State and City share in the costs of providing benefits. The City is required to have a bi-annual actuarial study done. Recent actuarial valuations have indicated the City pension fund is over-funded and may be used to pay other mandatory benefits for the retirees.

	2018 Actual	2019 Actual	2020 Actual	2021 Budget	2022 Budget	21/22 Change
<b>Revenues</b>	62,376	60,966	54,061	39,000	30,500	-21.8%
<b>Expenses</b>	152,453	147,075	191,291	159,500	159,500	0.0%
Net income	(90,077)	(86,109)	(137,230)	(120,500)	(129,000)	
Beginning fund balance *	1,671,721	1,581,644	1,495,535	1,300,000	1,300,000	
Ending fund balance	1,581,644	1,495,535	1,358,305	1,179,500	1,171,000	-0.7%

\*Since budget figures are estimates, the beginning fund balances of 2021 and 2022 may not equal the estimated ending fund balances of 2020 and 2021 respectively.

## CAPITAL BUDGET

### Parks & Recreation Capital Projects

**Lincoln Park Renovation.** The project will bring new life and function to the park by adding community requested amenities including a picnic shelter, splash pad, BMX pump track, soccer field, safety fences, restrooms, stage, play equipment and shade trees.

<b>Lincoln Park Renovation</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # PK2006C1 Managing Fund: 302					
Resources					
001 General Fund	Reserves	-	1,107,810	-	1,107,810
001 General Fund	Staff Time	5,000	5,000	-	10,000
101 Art Fund	Reserves	-	325,000	-	325,000
115 CDBG	Grants	-	200,000	-	200,000
120 ARP Recovery	Grants	-	249,240	-	249,240
302 Park & Rec Capital Projects	RCO WWRP Grant	25,640	1,337,550	-	1,363,190
302 Park & Rec Capital Projects	Donations	70,000	-	-	70,000
405 Sewer Utility	Reserves	-	335,000	-	335,000
Total resources		100,640	3,559,600	-	3,660,240

**Saddle Rock Habitat & Trail Restoration.** This multi-phase project improves habitat and trail surfaces by removing mine waste rock piles and restoring habitat, improving the main trail corridor to reduce erosion and closing adits.

<b>Saddle Rock Habitat &amp; Trail Restoration</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # PK2006O1 Managing Fund: 302					
Resources					
001 General Fund	Reserves	300,000	20,000	-	320,000
302 Park & Rec Capital Projects	TCPRA Grant	900,000	920,000	-	1,820,000
302 Park & Rec Capital Projects	TCPRA Grant	-	80,000	-	80,000
Total resources		1,200,000	1,020,000	-	2,220,000

**Kenzie's Landing Acquisition & Development.** This project acquires the 51.76 acre property and constructs a trailhead that features: vault restrooms, yard and fire hydrants, picnic shelter; regulatory, interpretive and entrance signs; water station; security cameras, lighting; bike and vehicle parking; dog waste and trash receptacles. Fences will be used to control circulation and a paved access drive connects the trailhead. It includes a gate for emergency response and a crushed rock trail for group and ADA trail experiences.

<b>Kenzie's Landing Acquisition &amp; Development</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # PK2006T8 Managing Fund: 302					
Resources					
001 General Fund	Reserves	22,610	-	-	22,610
001 General Fund	Staff time	5,000	5,000	-	10,000
302 Park & Rec Capital Projects	RCO WWRP Grant	721,540	278,460	-	1,000,000
302 Park & Rec Capital Projects	Donations	1,038,460	416,840	-	1,455,300
410 Storm Drain Utility	Reserves	-	89,000	-	89,000
Total resources		1,787,610	789,300	-	2,576,910



**Foothills Regional Recreation Area.** This partnership project acquires 656.39 acres of property to expand recreational, habitat and educational opportunities at Saddle Rock and serve as a critical trail linkage between public properties.

<b>Foothills Regional Recreation Area</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # PK2006T1 Managing Fund: 302					
Resources					
001 General Fund	Reserves	-	10,000	-	10,000
001 General Fund	Staff Time	-	15,000	-	15,000
103 Paths & Trails	Reserves	20,000	-	-	20,000
302 Park & Rec Capital Projects	RCO/CDLT Grants	-	883,500	-	883,500
302 Park & Rec Capital Projects	Donations	-	65,000	-	65,000
Total resources		20,000	973,500	-	993,500

**Washington Park.** This project will replace the sidewalk along Washington Street and add ADA curb ramps and sidewalk extensions at street crossings; replace the drinking fountain with an ADA fixture; add bicycle racks; add dog waste stations; underground park electrical and replace light poles; add angled parking and replace the sidewalk along Wilson Street; replace broken and heaved sidewalk sections along Miller Street; and add new connecting sidewalks to the restrooms as requested by park visitors. The goals of the project are to improve ADA access, reduce liability to the City and ease neighborhood congestion.

<b>Washington Park</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # PK2015O2 Managing Fund: 001					
Resources					
001 General Fund	Reserves	-	100,000	488,000	588,000
Total resources		-	100,000	488,000	588,000

**Okanogan Street Park.** This project implements the park design. Improvements include: community garden beds, shelter, fence, signs, utilities, shed, pathway and benches.

<b>Okanogan Street Park</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # PK2016N12 Managing Fund: 001					
Resources					
001 General Fund	Reserves	-	158,070	-	158,070
115 CDBG	Grant	-	-	123,100	123,100
Total resources		-	158,070	123,100	281,170

**City Pool Liner Replacement.** The City pool plaster liner was last replaced in 1996. Liners for outdoor pools typically last 8-10 years in optimal conditions. Annual required acid washing of the pool also increases the liner wear. The pool has been suffering from areas of liner delamination for years which has required patching. The pool paint is essentially holding the water in. This project will replace the plaster liner and tiles.

<b>City Pool Liner Replacement</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # PK2006C3 Managing Fund: 302					
Resources					
001 General Fund	Staff Time	-	2,000	3,000	5,000
120 ARP Recovery	Grants	-	20,000	530,000	550,000
302 Park & Rec Capital Projects	RCO YAF Grant	-	-	325,000	325,000
Total resources		-	22,000	858,000	880,000

## Facilities Capital Projects

**Federal Building.** The city is engaging in a public private partnership to purchase a portion of the Wenatchee Federal Building to repurpose for a new City Hall. Design was initiated in 2017 and construction began in 2021. The new city hall will free up other city buildings for either lease or sale.

<b>Federal Building</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 1716 Managing Fund: 308					
Resources					
001 General Fund	Reserves	1,500,000	2,401,870	-	3,901,870
308 New City Hall Remodel	2019 bond proceeds	7,318,000	4,782,000	-	12,100,000
401 Water Utility	Reserves	387,350	-	-	387,350
405 Sewer Utility	Reserves	333,590	-	-	333,590
410 Storm Drain Utility	Reserves	279,060	-	-	279,060
Total resources		9,818,000	7,183,870	-	17,001,870

**Community Center Facility Improvements.** The City of Wenatchee South Wenatchee Action Plan identifies the Community Center (WCC) as an opportunity for the creation of education and skill development programming as well as activity spaces similar to makerspaces. The project would fund capital improvements to the WCC to support innovative educational opportunities for local students and providing wrap around services and extracurricular programming for the entire neighborhood and surrounding community.

<b>Community Center Facility Improvements</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2112 Managing Fund: 114					
Resources					
114 Community Center	Grant	-	2,500,000	-	2,500,000
Total resources		-	2,500,000	-	2,500,000

**Parkside Improvements.** Parkside Facilities improvements for Behavioral Health services. Improvements to Roof, HVAC, Exterior work including asphalt, landscaping and storm water.

<b>Parkside Improvements</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2206 Managing Fund: 504					
Resources					
504 Facilities Maintenance	Grants	-	1,590,000	410,000	2,000,000
Total resources		-	1,590,000	410,000	2,000,000

## Economic Development Capital Projects

**North Wenatchee Redevelopment.** After the Sleepy Hollow Fires destroyed a number of warehouses in 2015 and with the vacation of the DOT property, the City developed a master redevelopment plan for North Wenatchee and has begun the process of developing supporting infrastructure including the purchase of property to facilitate redevelopment. This budget anticipates the sale of remnant properties to help fund the redevelopment.

<b>North Wenatchee Redevelopment</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 1712 Managing Fund: 304					
Resources					
304 Econ. Dev. Capital Projects	Reserve	12,395,860	876,450	-	13,272,310
Total resources		12,395,860	876,450	-	13,272,310

**Confluence Parkway NEPA & Pre-Design.** This project began in 2018 with preliminary design and preliminary NEPA work. In July of 2019, formal NEPA was initiated for the project. Additional funding has been secured to complete an environmental assessment which has been deemed as the appropriate level of environmental review in partnership with FHWA and WSDOT.

<b>Confluence Parkway NEPA &amp; Pre-Design</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 1804 Managing Fund: 304					
Resources					
001 General Fund	Reserves	100,000	-	-	100,000
304 Econ. Dev. Capital Projects	Reserves	232,500	-	-	232,500
304 Econ. Dev. Capital Projects	Street Overlay	1,024,620	241,930	-	1,266,550
304 Econ. Dev. Capital Projects	PWTF loan	164,450	-	-	164,450
304 Econ. Dev. Capital Projects	Donation	687,500	-	-	687,500
304 Econ. Dev. Capital Projects	State grant	400,000	-	-	400,000
410 Storm Drain Utility	Reserves	10,930	58,070	-	69,000
Total resources		2,620,000	300,000	-	2,920,000

**Waterfront Gateway Projects.** The “gateway” improvements are intended to provide an aesthetic upgrade in the vicinity of the city’s waterfront. Preliminary concepts include aesthetic improvements around the Thurston Street railroad underpass and, budget permitting, landscaping on the west side of Piere Street between Fifth and Ninth Streets.

<b>Waterfront Gateway Projects</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 1905 Managing Fund: 307					
Resources					
307 Local Revitalization Financ.	2016 bond proceeds	345,600	325,200	-	670,800
307 Local Revitalization Financ.	TIB Grant	10,000	-	-	10,000
Total resources		355,600	325,200	-	680,800

## Street Capital Projects

**McKittrick Signal.** The project will install a complete new traffic signal with new controllers, pre-emption, detection and radio control equipment. The project will also install ADA compliant curb returns with increased turning radii and new roadway striping. The project is currently an un-signalized three leg intersection that connects Wenatchee Ave to McKittrick St.

<b>McKittrick Signal</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 0623 Managing Fund: 109					
Resources					
109 Arterial Streets	Reserves	448,010	-	-	448,010
109 Arterial Streets	Federal Grant	1,192,400	1,206,160	-	2,398,560
Total resources		1,640,410	1,206,160	-	2,846,570

**North Wenatchee Avenue Pedestrian & Median Improvements.** This project includes pedestrian and median improvements on North Wenatchee Avenue in the vicinity of the McKittrick Street. Construction may be combined with the McKittrick Signal project to save costs and reduce traffic impacts.

<b>North Wenatchee Pedestrian &amp; Median Improv.</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 1615 Managing Fund: 109					
Resources					
109 Arterial Streets	Reserves	31,200	154,900	-	186,100
109 Arterial Streets	Federal Grant	93,300	651,680	-	744,980
Total resources		124,500	806,580	-	931,080

**9<sup>th</sup> Street BNSF Crossing Improvements.** This project will improve safety at the 9th Street rail crossing for vehicles, bicyclists and pedestrians by clearly defining their crossing routes. Improvements will include new sidewalk, curb ramps, signage, pavement markings, and a landscaped median.

<b>9th Street BNSF Crossing Improvements</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 1801 Managing Fund: 109					
Resources					
109 Arterial Streets	Reserves	112,600	34,190	-	146,790
109 Arterial Streets	Federal Grant	55,200	1,265,970	-	1,321,170
Total resources		167,800	1,300,160	-	1,467,960

**South Wenatchee Safety Improvements.** This project will install curb bulb-outs, ADA ramps, signs, crosswalks and long line channelization on Spokane Street as well as centerline striping, stop bars, crosswalks and improved signing on Cascade Street.

<b>South Wenatchee Safety Improvements</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 1911 Managing Fund: 109					
Resources					
109 Arterial Streets	Reserves	35,100	83,400	-	118,500
109 Arterial Streets	Federal Grant	29,900	195,100	-	225,000
Total resources		65,000	278,500	-	343,500

**Methow Street Improvements.** Install bicycle facilities on Methow St. between Crawford Ave. and Lincoln St. Additionally, construct a mini-roundabout at the intersection of Crawford Ave. and Methow St. to provide intersection control and increase pedestrian safety. Lastly, install new water main in Methow St. between Marjo St. and Lincoln St. per the Comprehensive Water System Plan."

<b>Methow Street Improvements</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 1916 Managing Fund: 109					
Resources					
109 Arterial Streets	Reserves	99,200	125,300	-	224,500
109 Arterial Streets	Federal Grant	214,900	571,700	-	786,600
111 Street Overlay	Reserves	-	284,700	-	284,700
401 Water Utility	Reserves	37,000	229,300	-	266,300
405 Sewer Utility	Reserves	11,000	26,600	-	37,600
Total resources		362,100	1,237,600	-	1,599,700

**Maple Street Improvements.** This project will upgrade Maple Street between the Wenatchee Reclamation District Ditch and Gabriella Lane to typical urban standards. Proposed improvements include roadway widening, sidewalks, illumination, stormwater infrastructure, and sanitary sewer.

<b>Maple Street Improvements</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 1917 Managing Fund: 309					
Resources					
309 Foothills Streets	Bond proceeds	475,100	629,400	-	1,104,500
405 Sewer Utility	Reserves	-	100,000	-	100,000
Total resources		475,100	729,400	-	1,204,500

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

<b>Columbia Street</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 1919 Managing Fund: 304					
Resources					
304 Econ. Dev. Capital Projects	Reserves	582,900	2,267,900	-	2,850,800
304 Econ. Dev. Capital Projects	Federal Grant	-	1,205,200	-	1,205,200
304 Econ. Dev. Capital Projects	Chelan County PUD	-	300,000	-	300,000
405 Sewer Utility	Reserves	-	718,000	-	718,000
410 Storm Drain Utility	Reserves	-	400,000	-	400,000
Total resources		582,900	4,891,100	-	5,474,000

**Springwater Avenue.** This project will upgrade Springwater Avenue between Woodward Drive and Western Ave. The Transportation Improvement Board was not able to fully fund the project as originally applied for, but was able to provide \$1.9M in grant funding. Therefore, the scope of improvements will be based on available funding. At a minimum, curb, gutter, and sidewalk will be installed on one side of the road. Stormwater infrastructure and an illumination system will also be installed.

<b>Springwater Avenue</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2007 Managing Fund: 109					
Resources					
109 Arterial Streets	Reserves	37,400	449,580	-	486,980
109 Arterial Streets	TIB Grant	149,600	1,750,400	-	1,900,000
301 Real Estate Excise Tax	Reserves	-	500,000	-	500,000
410 Storm Drain Utility	Reserves	-	370,000	-	370,000
Total resources		187,000	3,069,980	-	3,256,980

**2021-2023 Pavement Condition Survey.** This project will provide two city-wide pavement condition surveys over a span of three years. It will also provide technical support to update the city's Streetsaver Pavement Management Software.

<b>2021-2023 Pavement Condition Survey</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2109 Managing Fund: 111					
Resources					
111 Street Overlay	Reserves	100,000	50,000	75,000	225,000
Total resources		100,000	50,000	75,000	225,000

**2022 Pavement Preservation.** This project will overlay various city streets as identified by the city's StreetSaver Pavement Management Program.

<b>2022 Pavement Preservation</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2110 Managing Fund: 111					
Resources					
111 Street Overlay	Reserves	285,000	1,054,000	-	1,339,000
119 Transportation Benefit Dist	Reserves	-	1,150,000	-	1,150,000
Total resources		285,000	2,204,000	-	2,489,000

**Apple Capital Loop: Segments 1B, 2A, 2C.** Design, Right-of-Way acquisition and construction of the McKittrick St. underpass and extension, Confluence Parkway South, and the South End Bike/Ped Access segments of the Apple Capital Loop project identified in the INFRA grant application.

<b>Apple Capital Loop: Segments 1B, 2A, 2C</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2201 Managing Fund: 310					
Resources					
109 Arterial Streets	Reserves	-	395,000	-	395,000
310 INFRA Grant	To be determined	-	-	9,804,950	9,804,950
310 INFRA Grant	Grants	-	3,555,000	88,857,010	92,412,010
Total resources		-	3,950,000	98,661,960	102,611,960

**2023 Pavement Preservation.** This project will resurface existing streets in accordance with the city's StreetSaver Pavement Management Program.

<b>2023 Pavement Preservation</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2203 Managing Fund: 111					
Resources					
111 Street Overlay	Reserves	-	183,200	416,800	600,000
119 Transportation Benefit Dist	Reserves	-	-	600,000	600,000
Total resources		-	183,200	1,016,800	1,200,000

## Utility Capital Projects

**WWTP Digester #4 Control Building.** The new Digester 4 is planned to be sited on the north side of the WWTP adjacent to the existing solids handling building on an area previously used as municipal landfill which, although closed for decades, was never completely remediated. The capacity and size of Digester 4 will be the same as the existing Digester 3 (45 foot diameter, 25 foot height) and it will have the ability to operate independently of Digester 3. Structural and foundation design, gas handling improvements, boiler and heat exchanger upgrades, electrical and PLC system improvements, as well as mechanical system improvements for the digester system as a whole will all be part of the project scope.

<b>WWTP Digester #4 Control Building</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 1810 Managing Fund: 405					
Resources					
405 Sewer Utility	2018 Bond Proceeds	1,556,000	1,680,000	948,000	4,184,000
405 Sewer Utility	SRF Loan	-	6,307,000	3,153,000	9,460,000
Total resources		1,556,000	7,987,000	4,101,000	13,644,000

**Peachey Street Basin Water Quality Retrofit.** The Peachey street basin includes the oldest part of Wenatchee and is the most highly developed area of the city. The goal of the project is to add water quality treatment at key locations throughout the Peachey Street Basin. These facilities will remove total suspended solids, trash and metals.

<b>Peachey Street Basin Water Quality Retrofit</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 1903 Managing Fund: 410					
Resources					
410 Storm Drain Utility	Reserves	14,000	669,750	-	683,750
410 Storm Drain Utility	Ecology Grant	42,100	714,150	-	756,250
Total resources		56,100	1,383,900	-	1,440,000

**Knowles Road Sanitary Sewer.** Chelan County has initiated a county road project for Knowles Road, with this project the City will coordinate construction efforts with the County to utilize this design and construction project for placing Sanitary Sewer within Knowles Road.

<b>Knowles Road Sanitary Sewer</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 1908 Managing Fund: 405					
Resources					
405 Sewer Utility	2018 Bond Proceeds	60,500	653,600	-	714,100
Total resources		60,500	653,600	-	714,100

**Pershing & Poplar Sewer Extension.** This project will install new sewer mains in Poplar Avenue north of Maple Street, Pershing Street between Maple Street and McKittrick Street, and Mulberry Lane between Poplar Avenue and Pershing Street.

<b>Pershing &amp; Poplar Sewer Extension</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2002 Managing Fund: 405					
Resources					
405 Sewer Utility	Reserves	52,000	1,426,500	-	1,478,500
Total resources		52,000	1,426,500	-	1,478,500

**UV/WWTP Facility Plan Update.** The City of Wenatchee's Waste Water Treatment plant is looking to do a study of the existing UV treatment facility. This study will identify the needed UV system expansion requirements to be able to adequately treat the City's Sanitary Sewer Waste. In conjunction with this study an update to the WWTP Facility Plan will be conducted to identify any other areas that need updated and/or expanded at the WWTP.

<b>UV/WWTP Facility Plan Update</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2003 Managing Fund: 405					
Resources					
405 Sewer Utility	Reserves	50,000	170,000	-	220,000
Total resources		50,000	170,000	-	220,000

**Walla Walla Stormwater Retrofit.** This project will improve water quality in the Columbia River through installation of BMPs including curb cuts, catch basins with sumps, infiltration trenches, and hydrodynamic separators along Walla Walla Ave.

<b>Walla Walla Stormwater Retrofit</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2008 Managing Fund: 410					
Resources					
111 Street Overlay	Reserves	-	500,000	-	500,000
410 Storm Drain Utility	Reserves	7,500	296,300	-	303,800
410 Storm Drain Utility	Dept of Ecology	22,500	726,600	-	749,100
Total resources		30,000	1,522,900	-	1,552,900



**North Wenatchee Avenue Sewer Repair.** This project will reroute an existing sewer main in Wenatchee Avenue between Fifth Street and Seventh Street to increase capacity and reduce the potential for backups.

<b>North Wenatchee Avenue Sewer Repair</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2010 Managing Fund: 405					
Resources					
405 Sewer Utility	Reserves	3,100	37,000	309,900	350,000
Total resources		3,100	37,000	309,900	350,000

**Snohomish Street Outfall Improvements.** This project will improve the existing stormwater outfall at Snohomish Street to alleviate flooding and erosion.

<b>Snohomish Street Outfall Improvements</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2012 Managing Fund: 410					
Resources					
410 Storm Drain Utility	Reserves	-	83,200	461,800	545,000
Total resources		-	83,200	461,800	545,000

**School Street Sanitary Sewer Extension.** In order to provide an outfall for the sewer being installed in Knowles Rd as part of a Chelan County-led, TIB grant-funded project, a segment of sanitary sewer is required in School St. between Easy St. and Knowles Rd. This project will design and construct that segment of sewer pipe.

<b>School Street Sanitary Sewer Extension</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2105 Managing Fund: 405					
Resources					
405 Sewer Utility	2018 Bond Proceeds	120,000	530,500	-	650,500
Total resources		120,000	530,500	-	650,500

**WWTP Blower Improvements.** The air blowers that serve the WWTP aeration basin are antiquated, oversized, single-speed units that are difficult to effectively control, consume vast amounts of energy, and have been identified as a potentially cost reimbursable improvement by the PUD. The project will replace oversized motors and outdated electrical equipment in the blower building. In addition, the project will include the replacement of the gates between the aeration basins and the secondary clarifiers.

<b>WWTP Blower Improvements</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2106 Managing Fund: 405					
Resources					
405 Sewer Utility	2018 Bond Proceeds	40,000	753,000	-	793,000
Total resources		40,000	753,000	-	793,000

**Easy Street Sewer Relocation.** The city has sanitary sewer infrastructure in WSDOT right-of-way at the intersection of SR 2/97 and Easy Street. WSDOT is currently designing a new roundabout to replace the existing traffic signal, which will expand the intersection's footprint. One of the city's sewer manholes must be relocated outside of the future travel way. Relocating the manhole also involves replacing approximately 150 feet of sewer pipe.

<b>Easy Street Sewer Relocation</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2111 Managing Fund: 405					
Resources					
405 Sewer Utility	Reserves	23,000	127,000	-	150,000
Total resources		23,000	127,000	-	150,000

**Crawford Avenue Water Main Replacement.** This project will replace the existing 1950-era steel water main in Crawford Ave between Miller St and Okanogan Ave.

<b>Crawford Ave. Water Main Replacement</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2202 Managing Fund: 401					
Resources					
401 Water Utility	Reserves	-	161,000	1,009,500	1,170,500
Total resources		-	161,000	1,009,500	1,170,500

**North Wenatchee Water Quality Facility.** The North Wenatchee Avenue Stormwater Facility is a diversion structure that directs stormwater runoff from the north end of the City of Wenatchee to a series of three ditches running north along the BNSF railroad tracks. The ditches ultimately discharge to the Wenatchee River. This project will reduce stormwater pollutants discharging to the Wenatchee River and restore the waterways in the Horan Natural Area.

<b>N. Wenatchee Water Quality Facility</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2204 Managing Fund: 410					
Resources					
410 Storm Drain Utility	Reserves	-	110,000	-	110,000
410 Storm Drain Utility	Dept of Ecology	-	43,000	-	43,000
Total resources		-	153,000	-	153,000

**Franklin Avenue Sewer Repair.** This project will repair a section of failed sewer pipe on Franklin Avenue to the south of Washington Street.

<b>Franklin Ave. Sewer Repair</b>		Prior Years	2022 Budget	Future Years	Project Total
Project # 2205 Managing Fund: 405					
Resources					
405 Sewer Utility	Reserves	-	131,000	-	131,000
Total resources		-	131,000	-	131,000

## Capital Budget Summary

The capital projects listed on the previous pages are summarized in the chart below. The 2022 budget column of the capital projects are also reflected in the individual department/fund budgets located in previous sections of this document.

Fund		Prior Years	2022 Budget	Future Years
001	General Fund	1,932,610	3,824,750	491,000
101	Arts Fund	-	325,000	-
103	Paths & Trails	20,000	-	-
109	Arterial Streets	2,498,810	6,883,380	-
111	Street Overlay	385,000	2,071,900	491,800
114	Community Center	-	2,500,000	-
115	CDBG	-	200,000	123,100
119	Transportation Benefit District	-	1,150,000	600,000
120	ARP Recovery	-	269,240	530,000
301	Real Estate Excise Tax	-	500,000	-
302	Governmental Capital Projects	2,755,640	3,981,350	325,000
304	Economic Dev Capital Projects	15,487,830	4,891,480	-
307	Local Revitalization Financing	355,600	325,200	-
308	New City Hall Remodel	7,318,000	4,782,000	-
309	Foothills Streets	475,100	629,400	-
310	INFRA Grant	-	3,555,000	98,661,960
401	Water Utility	424,350	390,300	1,009,500
405	Sewer Utility	2,249,190	12,995,200	4,410,900
410	Storm Drain Utility	376,090	3,560,070	461,800
504	Facilities Maintenance	-	1,590,000	410,000
		34,278,220	54,424,270	107,515,060