

Encouraging projects and programs that contribute to the quality of life in Wenatchee by advising the Mayor and City Council on the arts, recreation, parks, and city cultural heritage. We strive to preserve, enhance, and protect open spaces and to enrich quality of life for present and future generations.

WENATCHEE ARTS, RECREATION AND PARKS COMMISSION

MEETING AGENDA

Tuesday April 19, 2022 4:00-5:00pm

Public Services Center – 1350 McKittrick Street, Wenatchee, WA 98801

ROLL CALL: (At least 4 Board members must be present for a quorum)

Board Position	Name	Officer	Term Ends	Term Number
Position 1	Lyle Markhart		December 31, 2022	Term 1
Position 2	Lisa Adan		December 31, 2022	Term 2
Position 3	Kasey Koski		December 31, 2023	Term 1
Position 4	Vacant		December 31, 2023	Term 1
Position 5	Morgan Mott		December 31, 2023	Term 2
Position 6	Vacant		December 31, 2024	Term 1
Position 7	Nick Rohrbach		December 31, 2024	Term 1
Position 8	Ryan Harmon		December 31, 2024	Term 2
Position 9	Student (vacant)		June 30, 2022	Term 1

PUBLIC COMMENT:

The "Public Comments" period is to provide the opportunity for members of the public to address the Board on items not on the agenda. The Board Chair will ask if there are any citizens wishing to address the Board. 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 Chair may suggest that your comments wait until that time. Citizen comments are limited to three minutes.

REGULAR AGENDA:

1.	February 15, 2022 Commission Meeting Minutes	Action	1 minute
2.	Election of Officers	Action	2 minutes
3.	Recreation Division Report – Caryl Andre	Presentations	15 minutes
4.	Park Maintenance and Operations Report – Jerred Gardner	Presentations	15 minutes
5.	Parque Padrinos Facility Use Agreement	Action	10 minutes
6.	Highway 2 Roundabout Project	Action	15 minutes
7.	Agreement with WSDOT	Introduction/Action	10 minutes
8.	Project updates	Informational	3 minutes
9.	Grant report	Informational	1 minute
10.	City Council items	Informational	1 minute

NEXT REGULAR MEETING: Tuesday May 17, 2022 at 4:00pm at the Public Services Center

June 21 – Budget 2023

July 19 – Construction Tour and/or Meeting at the City Pool

September 20 – Native People Project Design Team Presentations & Scoring

October 18 – Pinnacles Prep Presentation

November 15 -

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.)



MEMO

Parks, Recreation and Cultural Services Department

To: Arts, Recreation and Parks Commission
From: David Erickson, Parks, Recreation and Cultural Services Director
Re: February 15, 2022 Meeting Minutes
Date: March 16, 2022

ACTION REQUESTED:

Move approval of the minutes from the February 15, 2022 Commission meeting.

WENATCHEE ARTS, RECREATION AND PARKS COMMISSION MEETING MINUTES

Tuesday February 15, 2022
Wenatchee City Hall – Council Chambers
301 Yakima Street, Wenatchee, WA 98801

CALL TO ORDER: The meeting was called to order at 4:01 p.m. by Chair Markhart

IN ATTENDANCE: Markhart, Koski, Adan, Rohrbach, Harmon

ABSENT: Mott (ex), Hedtke (unex)

PUBLIC COMMENTS: None.

REGULAR AGENDA:

- 1. Highway 2 / Easy Street Roundabout Finalist Concepts.** The three design teams (CJ Rench, Miles Pepper and Mike Terrell, and Thad Brewer and Gregg Schlander) presented their concept designs and answered questions for the Highway 2 / Easy Street Roundabout artwork. The Commission and other Evaluation Committee members scored the concepts.
- 2. February 15, 2022 Commission Meeting Minutes.** ***Commissioner Koski moved approval of the February 15, 2022 meeting minutes. Commissioner Harmon seconded, and the motion passed unanimously.***
- 3. Project Updates.** Along with the report provided in the agenda packet, the Department Director highlighted the Rotary Park Peace Pole Project schedule, City Pool Project, Lincoln Park construction, Kenzie's Landing bidding process, Okanogan Community Garden engineering, Native Peoples Project Call to Artists, Summer Recreation Guide and park maintenance staffing.
- 2. Grant report.** The department director reported that the \$550,000 State budget request for the pool project was approved thanks to the efforts of Senator Hawkins and Representatives Steele and Goehner and the \$225,000 request from County Lodging Tax funds was not approved.
- 3. City Council items.** A list of City Council items was provided.

ADJOURN: The meeting adjourned at 5:05 p.m.



MEMO

Parks, Recreation and Cultural Services Department

To: Arts, Recreation and Parks Commission
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Re: Election of Officers
Date: November 1, 2021

ACTION REQUESTED:

Elect Chair, Vice Chair and Secretary for 2022– Process outlined below.

BACKGROUND:

COMMISSION OFFICERS:

In a perfect world, each year the Commission would elect a new secretary. After the one-year term is over, the secretary assumes the role of vice chair and the vice chair moves to the chair position. The Wenatchee Municipal Code describes this process and duties of each position:

“Officers, meetings, bylaws and quorum

(1) The Commission shall, elect a chairperson to serve a one-year term. At the conclusion of the term, the vice chairperson assumes the position of chairperson and the secretary assumes the position of vice chairperson. A new secretary is elected. The chairperson will preside at all meetings, preserve order and decorum, enforce the rules and regulations of the Commission, sign all letters and documents as authorized by the Commission and as prescribed by law and will otherwise perform the duties evolving upon a presiding officer.

(2) The Commission shall select a vice-chair-person to serve a one-year term. In the event the chairperson is absent, the vice chairperson fills the role of the chairperson.

(3) The Commission shall also select a secretary of the Commission. In the event the chairperson and vice chairperson are both absent, the secretary will act in the chairperson capacity, representing the Commission and conducting business. The secretary is responsible for preparing the minutes of the Commission meetings.

(4) In the event that the chairperson, vice chairperson and secretary are absent, an acting chairperson may be elected by a majority vote from the remaining Commission members present for the purpose of representing the Commission and conducting business.”

THE PROCESS

This year, we are looking for officers for each of the positions. How to appoint/elect. The nomination process is as follows:

When the Commission is ready to select a new Secretary, the Chair will open nominations for the position. Commissioners would then nominate a hopefully willing candidate. The nomination would read:

“I nominate _____ to serve as Secretary of the Arts, Recreation and Parks Commission for 2022.”

The Chair would then ask if there are other nominations.

After the slate of candidates is proposed, the nominations are closed and a vote on each of the nominations takes place. In the event of a tie, the Chair casts the deciding vote.

This process would be repeated for the Vice Chair and Chair positions.

COMMISSION SUB COMMITTEES:

The Commission also has a few sub-committees with specific focuses. The following is general information about each of the sub-committees. The areas marked **Vacant** need volunteers to fill the positions.

Sports Foundation – Through a written agreement with the Wenatchee Valley Sports Foundation, two members of the Arts, Recreation and Parks Commission serve on the Sports Foundation Board. The Sports Foundation solicits funding to provide scholarships and support for programs and projects throughout the Wenatchee Valley. They meet monthly at Noon. The main business item of the Board is to award scholarships.

Committee members are: Position 1: Markhart Position 2: **Vacant**

Parks Facilities Committee – Three members of the Commission may serve on the Facilities Committee. The Committee reviews park development and acquisition projects as well as operational items as needed by department staff. The Committee generally meets quarterly. Meetings typically last about one hour.

Committee members are: Position 1: Markhart Position 2: Mott Position 3: **Vacant**

Arts Committee - Three members of the Commission may serve on the Arts Committee. The Committee reviews art programmatic, acquisition and maintenance items. The Committee generally meets as needed depending upon projects or programs. This Committee is expected to be busy in 2022 with several projects underway.

Committee members are: Position 1: Koski Position 2: Mott Position 3: **Vacant**

Arbor Day Committee – One or more members of the Commission may participate with the Greater Wenatchee Arbor Day Committee. The Committee coordinates and conducts the annual Arbor Day tree distribution event. The Committee generally meets once a month from January through April. Meetings typically last about one to one and a half hours.

Committee members are: Position 1: Mott



MEMO

Parks, Recreation and Cultural Services Department

To: Arts, Recreation and Parks Commission
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Re: Recreation Division Report
Date: March 12, 2022

ACTION REQUESTED:
Informational

BACKGROUND:

Recreation Supervisor Caryl Andre (at right) is scheduled to attend the meeting to provide an overview of work completed in 2021 and upcoming programs and events in 2022. She won't be bringing the bullhorn, however is planning on bringing Recreation Coordinators Sydney McElroy and Sarah Fitzgerald.





MEMO

Parks, Recreation and Cultural Services Department

To: Arts, Recreation and Parks Commission
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Re: Park Maintenance Report
Date: March 30, 2022

ACTION REQUESTED:

Informational

BACKGROUND:

Parks Maintenance Lead Jerred Gardner (right) will attend the meeting to provide information and answer questions about park maintenance and operations.





MEMO

Parks, Recreation and Cultural Services Department

To: Arts, Recreation and Parks Commission
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Re: Facility Use Agreement – Parque Padrinos
Date: March 16, 2022

ACTION REQUESTED:

Review – Provide comment and if desired, move approval of the Facility Use Agreement with Parque Padrinos and forward the recommendation to the City Council for consideration.

BACKGROUND:

Parque Padrinos is planning on conducting a variety of programs and events at Kiwanis Methow Park. To help clarify roles, requirements and responsibilities and streamline park uses for the organization, a facility use agreement was prepared. The agreement is similar to those which the City has with Wenatchee Youth Baseball, Wenatchee Fall Ball, Pinnacles Prep and Velocity Swimming.

For review, the following is the draft agreement. It has been reviewed by the Mayor’s Office, City Attorney and City Insurance provider. We are still working with Parque Padrinos to fill in the blanks on Exhibit B.

Facility Use Agreement

THIS AGREEMENT is entered into this _____ day of _____ 2022, between the City of Wenatchee, a municipal corporation (the “CITY”) and Parque Padrinos, a Washington Non-profit Corporation (hereinafter as “ORGANIZATION”), collectively referred to herein as the “Parties”, in consideration of the mutual promises and covenants hereinafter set forth.

RECITALS

1. The City owns and operates Kiwanis Methow Park located at 420 Methow Street.
2. State and Federal funds were utilized in the renovation of the park in 2019 and these funds have specific requirements relating to the use and operation of the park.
3. Along with other community groups and organizations, Parque Padrinos desires to conduct ongoing, community programming in the facility.
4. City is willing to allow such use under the terms and conditions set forth in this Agreement.

AGREEMENT

1.0 Term

- 1.1 The initial term shall commence on May 1, 2022 and terminate on December 31, 2022.

- 1.2 The agreement will automatically renew in one calendar year increments beginning January 1, 2023 through the year 2027 unless otherwise modified or terminated as specified in Section 24.
- 1.3 All terms and conditions of this Agreement shall continue to govern the Parties in the event this Agreement is extended.

2.0 Grant of Use

- 2.1 The City grants to the Organization, for the term and upon the conditions and provisions hereinafter specified, the right and privilege to operate and conduct the services as described in Exhibit "B" (the "Services") at the below described Premises.

3.0 Premises

- 3.1 The City licenses to the Organization, and Organization licenses from the City, upon the terms and conditions included in this Agreement, those certain premises, consisting of Kiwanis Methow Park (the "Park") located at 420 Methow Street and depicted in Exhibit "A".
- 3.2 City makes no warranty of the premises' suitability for the Organization's intended uses under this Agreement, and Organization agrees to accept the property "as is" in the condition in which it exists on the commencement of the term of this Agreement.
- 3.3 The maximum capacity of the Park is 141 people.
- 3.4 Depending upon the scope of the specific programs and services provided, Organization may be required to provide additional trash receptacles, restrooms, hand washing stations, parking, security, electrical service or other elements. These requirements will be addressed on a case by case basis during the annual scheduling meeting. Additional fees and conditions may apply.
- 3.5 The Organizations affirms that they, their supervisors, staff and participants know, understand and will adhere to the Park Rules and Regulations (WMC 6A.18) in the provision of their programs and services.

4.0 Annual Scheduling

- 4.1 The specific dates and hours of Facility use for proposed community programs shall be determined at a minimum of one annual scheduling meeting by the Organization and the City. The first meeting is to be conducted no later than January 15th of the current year.
- 4.2 The times listed in the schedule will be considered reserved for the Organization unless otherwise agreed upon by the parties.
- 4.3 Any changes or modifications to the annual schedule to accommodate new programs or services or cancelled programs or services shall be proposed and provided to the City no later than 30 calendar days prior to the scheduled use.
- 4.4 This Agreement shall constitute Parks and Recreation Director approval for designation of alternate closing times for the Facility as specified in WMC 6A.18.055 (2) for the purpose of accommodating the programs, provided that the dates, locations and conditions are pre-arranged

at the time of annual scheduling.

4.5 Through an existing facility use agreement, Pinnacles Prep programs and services receive priority scheduling and use of the Park. City of Wenatchee provided programs also receive priority scheduling and use of the Park.

4.6 General park use must remain open to the public during park hours.

5.0 Community Programs and Services

5.1 The initial list of proposed programs and services is contained in Exhibit B.

5.2 The Organization is responsible for the safety and behavior of all its participants, agents, officers, employees, volunteers and invitees during Park use.

5.3 The Organization is responsible for ensuring program instructors, volunteers or staff are properly trained, obtain any and all licensing, insurance and permits required to conduct the programming or service.

5.4 The Organization is responsible for reporting to the City any incidents or injuries which occur during the performance of their program or service.

5.5 Programs provided are required to be strictly for outdoor recreation purposes related to the Park.

5.6 If the Organization is supervising an activity involving children under the age of 18 or vulnerable adults, the City recommends the Organization perform a background check of the Program Supervisors, Volunteers or Staff through the Washington State Patrol criminal identification system at their expense.

5.7 The Organization shall provide the equipment to provide its Programs. Equipment purchased by the Organization remains the property of the Organization. The City is not responsible for lost, stolen or damaged equipment. Equipment must be removed from the Park daily.

6.0 Concessions

6.1 Any person or business wishing to sell or offer for sale, any food, beverages or merchandise or conduct a service, camp, program or instructional clinic in any city owned park or recreation facility is required to first obtain a permit from the City.

6.2 Federal and State funding conditions require concessions to be strictly for outdoor recreation purposes related specifically park, for short-term limited duration (days, dates, hours) in their operation. These requirements are in effect for the park in perpetuity.

6.3 Ongoing, private concessions in the Park is also not an allowed use per City zoning regulations, however Concessions are available on a limited basis. The concession season runs May 1 through October 15. Concessions are limited to operating on Saturday from 9:00am to 2:00 pm, and Thursday from 10:00am to 7:00pm.

6.4 The Organization acknowledges that the City is the primary coordinator for concession use in the park unless part of a program or event conducted by the Organization. The Organization shall

refer interested Concessionaires to the City.

- 6.5 Space is limited for Concessions and will be filled on a first come, first served basis. Concessions allowed in the park will be granted at the sole discretion of the City. Efforts will be made to help ensure that use conflicts and duplicative services will be avoided.
- 6.6 The Organization or Concessionaires as part of a program conducted by the Organization shall any and all equipment required for provide its Service including, but not limited, to sound systems, tents and canopies and vending systems. Equipment purchased by the Organization remains the property of the Organization. The City is not responsible for lost, stolen or damaged equipment. Equipment must not be left unattended and be removed from the Park on a daily basis. Equipment and vendors are subject to the conditions contained in the City Concession Permit Application.
- 6.7 Upon request, the City may provide the Organization a list of approved Concessionaires for participation at Organizations events. To be included on the list, Concessionaires on this list will have completed concession permit requirements.
- 6.8 All Concessions are subject to and required to adhere to all policies, permits, inspections and regulations contained in the Concession Permit Application.

7.0 Special Events

- 7.1 Special Events are limited-term gatherings of 200 or more persons or park uses that are outside of regular operating hours or functions. Examples of Special Events include, but are not limited to: fairs, shows, concerts, festivals, carnivals, parties, filming of a movie, video or television show, events with alcohol, or other attended entertainment or celebration that is to be held in whole or in part in a City park. Special events are typically not conducted more than once per year.
- 7.2 To help limit the adverse impacts on neighborhoods surrounding park areas, the following policies apply to the frequency and duration of special events.
 - There shall be no more than three special events allowed in a specific park in a calendar year.
 - The combined number of calendar days that special events can occur on a specific park cannot exceed 30 days in any 12-month period.
 - There shall be no more than one special event allowed in a specific park in a calendar month.
- 7.3 Special Event permits submitted for consideration by the Organization are processed in the order that it is received. This agreement does not preclude other groups or organizations from providing Special Events in the Park. There is no guarantee of permit approval if park event capacity is already reached by other organizations.
- 7.4 Special Events proposed by the Organization for the Park must complete a Special Event Permit application including payment of any required fees and comply with all other local, state and federal laws and regulations governing public safety and health.

8.0 Payment

- 8.1 As consideration for the use of the Park the Organization shall pay to the City the fees as

established herein in Exhibit C. Additional fees may apply depending upon the scope of the services provided by the Organization.

- 8.2 The fees will be adjusted by 80% of the same percent of increase/decrease as the CPI Pacific Cities and U.S. City Average, West – B/C (Dec. 1996=100), as published by the U.S. Department of Labor, Bureau of Labor and Statistics, for the period December 31 to December 31 of the immediately preceding year on an annual basis. The adjusted fees will be provided to the Organization by January 31.
- 8.3 Fees as outlined in Exhibit C will be billed to the Organization. The Organization agrees to pay the billed amount in full within 30 days of billing date.

9.0 Licenses, Permits and Taxes

- 9.1 Organization shall obtain and pay for all permits and licenses (including a City business license) that may be required for the provision of the Services and the Use of the Park, and shall promptly pay all taxes resulting from the operation of the Service.
- 9.2 The Organization shall make a reasonable effort to ensure that all other groups participating as a part of the Organization's concession, event or program obtain any permits, insurance and licenses that may be required.

10.0 Hold Harmless and Indemnity

- 10.1 Organization shall indemnify, defend and hold the City, its officers, agents and employees, harmless from and against any and all claims, losses, liability, demands, causes of actions, suits, judgments, or any portion thereof including but not limited to, attorney's fees, costs and expenses incurred in connection therewith and in enforcing this indemnity, for all losses or damages arising from the use of the Park or provision of Services by the Organization; the condition, use, occupancy, repair or maintenance of the Park; Organization's non-observance or non-performance of any law, ordinance or regulation applicable to the Park; willful or negligence acts or omissions of the Organization; incurred in obtaining possession of the Facility after default by the Organization, after Organization's default in surrendering possession upon expiration or earlier termination of the term of the Agreement, or enforcement of any covenants in this Agreement. This includes, without limitation, any liability for injury to the person or property of the Organization, its participants, agents, officers, employees, volunteers, or invitees.
- 10.2 With respect to the provision of Services in the Facility and use of the Facility by the Organization, and as to claims against the City, its officers, agents and employees, the Organization expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its representatives and agrees that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any representative of Organization and includes any judgment, award or costs thereof, including attorneys' fees.

THIS WAIVER IS MUTUALLY NEGOTIATED BY AND BETWEEN THE CITY AND THE ORGANIZATION.

- 10.3 Organization, as a material part of the consideration to be tendered to City, waives all claims against City for damages to equipment, used in the provision of Services and loss of business, in or upon or about the Facility and for injury to Organization, its agents, employees, invitees or their

persons in or about the Facility from any cause arising at any time, other than for City's sole negligence or willful misconduct.

11.0 Insurance and Limits

- 11.1 Organization shall secure and provide a copy to the City a minimum of ten (10) days prior to the beginning of the first program or Park use, a policy of general liability insurance with combined single limits of liability not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate for the life of this agreement. The City of Wenatchee shall be named as an additional insured on this policy. Insurance is to be placed with issuers with a current A.M. Best rating of not less than A: VII (rating must be noted on certificate next to name of insurance company).
- 11.2 Required insurance coverage shall remain in full force and effect throughout the duration of the Agreement. A provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City shall be included. Failure of the City to request an up-dated certificate shall not waive the requirement.
- 11.3 By requiring such liability coverage, the City shall not have been deemed to, or construed to, have assessed the risks that may be applicable to the Organization in this Permit. The Organization shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.
- 11.4 Renewal policies, if necessary, shall be delivered to City at least ten (10) days prior to the expiration of the previous policy.

12.0 Maintenance and Operation

- 12.1 The City or its subcontractors will continue to provide for the maintenance and operation of the Premises in a manner consistent with current levels.
- 12.2 Organization is responsible for removing and properly disposing of trash and litter generated from their use of the Park.
- 12.3 Park damage discovered by the Organization in the Park prior to their use will be reported to the City.
- 12.4 Staff, volunteers or others associated with the Organization conducting park clean-up activities will be trained by the Organization and adhere to City policies regarding safety and the proper handling of potentially hazardous materials including but not limited to Needles and other Sharps objects and potentially infections pathogens.
- 12.5 All participations in cleanup activities will sign hold harmless waivers and time reports on forms prescribed by the City. City will provide the organization the documents a minimum of one week prior to the scheduled clean up activity.
- 12.6 Contracted security officers are recommended and may be required for certain programs and events. The cost of the officers is the responsibility of the Organization.

13.0 Damage or Destruction

- 13.1 If the Park is destroyed or damaged by fire, vandalism or any other casualty, at City's option, City may terminate this Agreement upon ten (10) days written notice to Organization or restore the Park to the condition existing on the date of commencement of this Agreement or whatever improvements deemed necessary by City to repair the damage.
- 13.2 In the event a potentially hazardous or emergency condition arises, the City may immediately suspend any and all use of the Park until such time that the condition is remedied.
- 13.2 Any damage to the Facility caused by Organization will be repaired at the city's discretion and billed to the Organization.

14.0 Alterations and Capital Improvements

- 14.1 Organization shall make no changes, improvements, or alterations to the premises without the prior consent of City.

15.0 No Assignment

- 15.1 Neither this Agreement, nor any rights or privileges granted to the Organization shall be assigned or sublet without the consent of the City Council of the City of Wenatchee. Any such assignment shall not relieve the Organization of any obligations under the terms of this Agreement. In the event consent to assignment is given, the City shall have the right to modify any term or condition of this Agreement.
- 15.2 Organization will not collect fees, schedule represent that they own or manage the use of the Park. Any inquiries about park use, scheduling or operation will be referred to the City.

16.0 Severability

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

17.0 Modification and Binding Effect

- 17.1 The terms and conditions of this Agreement shall be binding on the Parties hereto, their heirs, successors, administrators, and assigns and shall be construed in accordance with the laws of the State of Washington. No alteration, changes, or amendments of this Agreement will be binding upon either party unless the same are written and executed by the parties.

18.0 Time is of the Essence

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

19.0 Waiver

- 19.1 The waiver by the City of any breach of any term contained in this Agreement shall not be deemed

to be a waiver of such term for any subsequent breach of the same or any other term.

20.0 Relationship of the Parties

20.1 The Organization is an independent organization in all respects with respect to the use and Services. Nothing in this Agreement shall be considered to create the relationship of employer and employee, principal and agent, or landlord and tenant between the Parties.

21.0 Attorneys Fees

21.1 In the event of litigation regarding any terms of this Agreement, the substantially prevailing Party shall be entitled, in addition to other relief, to such reasonable attorneys' fees as determined by the court.

22.0 Notices

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

City of Wenatchee
P.O. Box 519
Wenatchee, WA 98807

Parque Padrinos
[INSERT ADDRESS]
Wenatchee, WA 98801

23.0 Governing Law/Venue

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

24.0 Termination

24.1 This Agreement may be terminated with 60 days written notice by Organization or City.

DATED this ____ day of _____, 2022.

CITY OF WENATCHEE

By _____
FRANK KUNTZ, Mayor

DATED this ____ day of _____, 2022.

PARQUE PADRINOS

By _____
INSERT DIRECTOR

EXHIBIT A
KIWANIS METHOW PARK – 420 Methow Street, Wenatchee, Washington

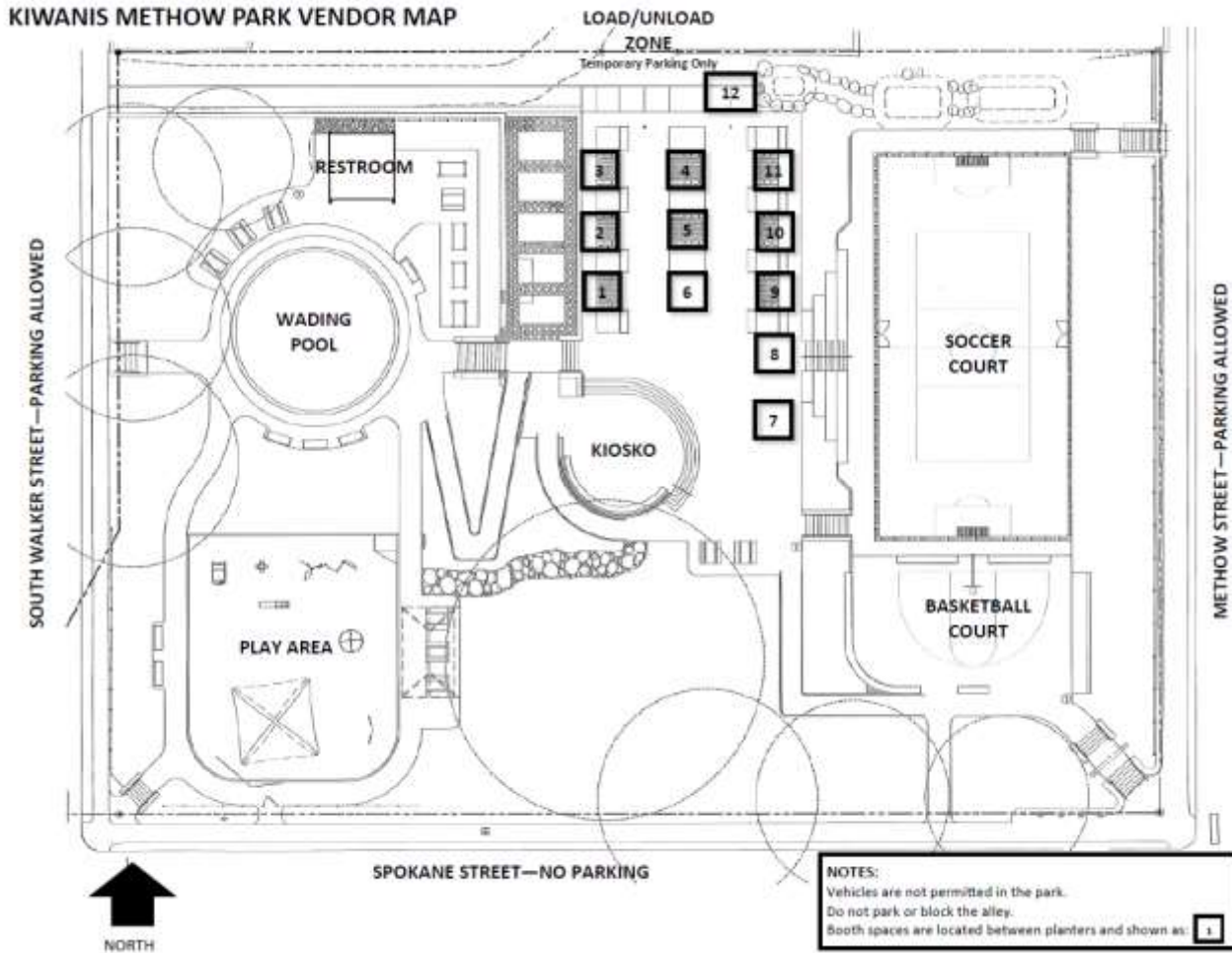


EXHIBIT B
The Services

The Organization is proposing to provide the following services:

Program Name:
on the following day (s):
at the following times (s):
commencing on:
and ending on:

Program Name:
on the following day (s):
at the following times (s):
commencing on:
and ending on:

EXHIBIT C Fee Schedule

Annual Fee Schedule

The initial fees are based upon those in the adopted 2022 Fee Schedule. The fees will be adjusted by the same percent of increase/decrease as the CPI-U, U.S. City Average, All Items Index (1982-84=100) or equivalent, as published by the U.S. Department of Labor, Bureau of Labor and Statistics, for the period December 31 to December 31 of the immediately preceding year.

The adopted fee schedule is also reviewed on an annual basis by the City may be adjusted through the evaluation process.

General Park and Program Use

The following fee is applied for the use of the Park for the provision of community programs outlined in Exhibit B.

\$200 annual use fee	\$500 damage deposit
----------------------	----------------------

Electrical permit fees would also be assessed for program and services which utilize, generators, spider boxes and any electricity that is in addition to the outlets that are available in the park. The 2022 rate is \$300.

Concessions

Concessions are any person or business wishing to sell or offer for sale, any food, beverages or merchandise or conduct a service, camp, program or instructional clinic in any city owned park.

Concession fees and charges are contained in the adopted 2022 Fee Schedule. Concession fees and charges are assessed at the rate that is in effect at the time of application. This agreement does not eliminate or waive any fees or charges that are required for the concession permits. Concessions are coordinated and scheduled by the City.

Special Events

Special Events are limited-term gatherings of 200 or more persons or park uses that are outside of regular operating hours or functions. Examples of Special Events include, but are not limited to: fairs, shows, concerts, festivals, carnivals, parties, filming of a movie, video or television show, events with alcohol, or other attended entertainment or celebration that is to be held in whole or in part in a City park.

Special Event fees and charges are contained in the adopted 2022 Fee Schedule. Special Event fees and charges are assessed at the rate that is in effect at the time of application. This agreement does not eliminate or waive any fees or charges that are required for the special event permit.

Agenda Item 6



MEMO

Parks, Recreation and Cultural Services Department

To: Arts, Recreation and Parks Commission
From: David Erickson, Parks, Recreation and Cultural Services Director
Re: Highway 2 / Easy Street Roundabout Concept Discussion
Date: April 1, 2022

ACTION REQUESTED:

Review the information provided, discuss, and make a recommendation (or variation of an option) to the City Council. Samples include:

I move the selection of option [INSERT OPTION] and forward the recommendation to the City Council for consideration.

- A. Reject all concepts and***
 - o Re-advertise and start the process over*
 - o Do not pursue the placement of art in the roundabout and leave it as crushed rock*
 - o Develop a plan and landscape the roundabout*
- B. Select the Valley of Fruition Concept***
 - o As proposed*
 - o Or with potential modifications suggested by staff*
- C. Select the Turbulent Waters Concept***
- D. Select the Rainmaker Concept***
- E. Select the Spexman Concept***
- F. Select the Strength Concept***

BACKGROUND:

Following the presentations by the design teams of the five concepts for the Highway 2 / Easy Street Roundabout artwork at the March Commission meeting, staff compiled the score sheets and comments along with the public comments that were received. Due to its length, the summary is attached separately. Also attached to the agenda report are the WSDOT standards for art.

Along with additional information requested by Council, the summary was presented to the City Council Finance Committee at their meeting on March 24 and then also the City Council Public Works Committee on April 5. Following the discussion, the Finance Committee remanded the item back to the Commission for further discussion and to provide a recommendation to the City Council.

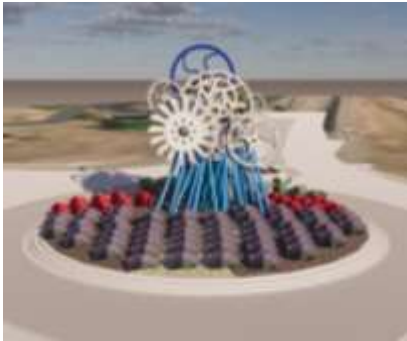
The Washington State Department of Transportation contacted staff the week of March 28 and indicated that they are now involving their design review committee and also the Federal Highway Administration with the project. A meeting to discuss the project is now scheduled for April 18. The results of that meeting will be presented at the Commission meeting.

Members of the Evaluation Committee were also invited to attend and participate at the Commission meeting.

NEXT STEPS

Once an option is recommended for selection, it would go back to the Council Committees for review and also WSDOT. From the Committees, it would then go to the full City Council for consideration.

If art is selected, then staff will continue to prepare the required WSDOT Art Plan to adhere to their process. The contract with the artist will then also be prepared and the concept refined as needed.





MEMO

Parks, Recreation and Cultural Services Department

To: Arts, Recreation and Parks Commission
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Re: Project Updates
Date: April 1, 2022

ACTION REQUESTED:

Introduction with possible action if desired.

BACKGROUND:

The Washington State Department of Transportation was awarded local funding to assist with cleanup activities associated with encampments within their rights of way. They approached the City about the City performing the work. An interlocal agreement is required to facilitate the work. The following is the draft agreement. Not attached is the 266-page Exhibit A.

**Interlocal Agreement Between
Washington State Department of Transportation (GCB 3649)
And
City of Wenatchee**

This Agreement is between the Washington State Department of Transportation (WSDOT) and the City of Wenatchee (CITY); hereinafter individually referred to as the "Party" and collectively referred to as the "Parties."

Recitals

- A.** SSB 5165, Section 215 9(a) provides funding solely for WSDOT to address the risks to safety and public health associated with homeless encampments on or adjacent to WSDOT owned rights-of-way (ROW). WSDOT must coordinate and work with local government officials to provide services and direct people to housing alternatives that are not in highway ROW to help prevent future encampments from forming on highway ROW.
- B.** WSDOT and City desire to enter into an agreement to address homeless encampments on WSDOT (ROW) by providing local, targeted cleanup and outreach services and supporting safety improvements where hazards exist to the traveling public and department employees.

NOW THEREFORE, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits by this referenced incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 General

- 1.1 As funding and staffing allows, in conjunction with WSDOT, the City will monitor and clean WSDOT ROW based on existing maintenance routes to help ensure homeless encampments do not form

or return. The City will prioritize cleanup sites and efforts based on staffing capacity, time and equipment availability.

- 1.2 WSDOT routes inside the City subject to this Agreement shall include the following: SR 285, US 97, US 97A, and US 2 corridors located within the Wenatchee city limits.
- 1.3 Prior to any cleanup action, the City and WSDOT will participate in a meeting to develop a response plan for the identified WSDOT ROW site. During the meeting, WSDOT and City will agree on work to be performed for billing purposes. The goal of reclamation site work is to reduce accessibility and use of WSDOT ROW.
- 1.4 WSDOT retains sole decision-making authority as to what constitutes an “emergency” for purposes of removing a homeless encampment. City must seek WSDOT consultation prior to any emergency action to remove a dangerous condition within an encampment.
- 1.5 City will follow adopted policies and procedures as applicable, including but not limited to: *Guidelines to Address Illegal Encampments within State Right of Way*, attached hereto as Exhibit A, and the WSDOT Safety Manual found at: <https://www.wsdot.wa.gov/publications/manuals/fulltext/M75-01/Safety.pdf>
- 1.6 While on WSDOT premises, the City, its agents, employees, or subcontractors shall comply with applicable WSDOT safety and security policies and regulations. Including requirements for the prevention of transmission of communicable diseases (such as Covid).
- 1.7 City will provide employees or contractors, tools and equipment and follow adopted policies and procedures to remove materials and repair sites inside or adjacent to WSDOT ROW damaged by homeless encampments. The materials to be removed and the repair of sites may include removal of litter, trash, costs associated with the removal and storage of vehicles including recreational vehicles, debris, hazardous materials, plant pruning and fence repair and installation and similar work performed to create open sites to help with enforcement and safety. Personal property items that are not refuse, contaminated, illegal, or hazardous shall be collected and inventoried in accordance with Exhibit A and transferred to WSDOT Area 1 maintenance facility for storage and return of personal property.
- 1.8 The City shall ensure that all provisions of this Agreement are conveyed, applicable, and accepted by any contractors or consultants engaged on the City’s behalf.
- 1.9 City may coordinate outreach services for the purpose of connecting at-risk populations inside WSDOT right-of-way with critical wrap-around social services and resources that can aid and improve the circumstances of homeless persons ability to leave the ROW.
- 1.10 The effective date of this agreement is the date this agreement is signed by both Parties with a termination date of June 30, 2023, or before if available funding is fully expended.

2.0 Payment

- 2.1 WSDOT in consideration of the faithful performance of the work to be done by the City, in accordance with this Agreement will reimburse the City for the actual direct and related indirect cost of the work in an amount not to exceed One Hundred and Fifty Thousand Dollars (\$150,000) over the term of the agreement, as shown in Exhibit B.

- 2.2 Partial payments shall be made by WSDOT, upon request of the City, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.
- 2.3 The City agrees to submit a final bill to WSDOT within ninety (90) days after completion of Work and no more often than once per month.
- 2.4 Invoices and Payment
The City shall submit invoices that include detailed backup information including but not limited to timesheet reports. Each City invoice shall include the following items:
- Agreement number and title.
 - Invoice number.
 - Period covered by the invoice (specific beginning and ending calendar days).
 - Total amount expended to-date against the City's preliminary estimate, which WSDOT has agreed to as the total dollar amount for this agreement.
 - A brief narrative progress report that addresses progress of the work performed by the City.
- 2.5 WSDOT will review invoices, and associated attachments, and will notify the City of any unallowable/disapproved costs. WSDOT will specify the reason for any unallowable/disapproved costs on the invoiced amounts it believes it is not responsible for and/or may request justification from the City for the unallowable/disapproved costs. If the City provides the justification and WSDOT approves the cost, the City may resubmit the previously disapproved costs in a subsequent invoice, noted as a resubmittal and within 60-days' notice of WSDOT's notification to the City of the initial unallowable/ disapproved cost.

Otherwise, the Parties may enter into the dispute resolution process (all unallowable/disapproved costs shall be subject to the dispute resolution process unless otherwise agreed to by the Parties) as noted in Section 3.

3.0 Dispute Resolution

- 3.1 The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- 3.2 Informal Resolution. The informal resolution process begins at the staff level and is raised to the higher organizational levels, if necessary. The levels of resolution are described below:
- 3.2.1 Upon receipt of a written notice of request for dispute resolution, the WSDOT and the City Project Managers shall meet within ten (10) Business Days and attempt to resolve the dispute. Any resolution of the dispute requires the agreement of all Designated Representative attending the meeting who requested to attend the meeting.
- 3.2.2 If unresolved, the North Central Region RA and the City's counterpart shall jointly cooperate to informally resolve any dispute as quickly and efficiently as possible.
- 3.2.3 Court of Law. If the Parties have not resolved the dispute within five (5) Business Days after the second level meeting, at any time thereafter either Party may seek relief under this Agreement in

a court of law. The Parties agree that they have no right to relief in a court of law until they have completed the dispute resolution process outlined in this section.

4.0 Modification

4.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

5.0 Indemnification and Insurance

5.1 To the extent permitted by law, WSDOT and the City shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither WSDOT nor the City will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the City, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the City's own negligence. WSDOT and the City agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the City, by mutual negotiation, hereby waive, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the substantially prevailing Party. This indemnification provision shall survive the termination of this Agreement.

5.2 City warrants that it is self-insured pursuant to a self-insurance "risk pool" duly authorized by the State of Washington, and agrees to provide acceptable evidence of its self-insured status to WSDOT. City self-insurance risk pool insurance policy must provide liability coverage for its operations under this Agreement, including (i) general liability coverage for bodily injury, property damage, and personal injury of not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Five Million Dollars (\$5,000,000.00) per policy period; coverage under policies shall be triggered on an "occurrence basis," not on a "claims made" basis; and (ii) automobile liability coverage providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the operations under this Agreement, with a combined single limit of not less than One Million \$1,000,000 per occurrence. Coverage obtained by City in compliance with the Section shall not be deemed as having relieved City of any liability in excess of such coverage.

In the event City is not a party to a state approved self-insurance "risk pool", it shall secure insurance coverage in conformance with the required of this Section 5.2 and promptly provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, evidencing the procurement of the required insurance coverages. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification on any such general liability policies.

6.0 Governing Law and Venue

6.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or

proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

7.0 Independent capacity

7.1 The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

8.0 Contacts and Notices

8.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

City Project Manager shall be:

David Erickson
Director – Parks, Recreation & Cultural
Services Department
1350 McKittrick St
Wenatchee, WA 98801
Phone: 509888-3280
Email: DErickson@wenatcheewa.gov

WSDOT Project Manager shall be:

John Maloney
Maintenance Superintendent – Area 1
2830 Euclid Ave
Wenatchee, WA 98801
Phone (509) 667-2811
Email: malonej@wsdot.wa.gov

9.0 Severability

9.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

10.0 Termination

10.1 Either WSDOT or City may terminate this Agreement at any time upon thirty (30) days advance written notice to the other. If this Agreement is so terminated prior to the fulfillment of the terms stated herein, the City shall be reimbursed for actual direct and related indirect expenses and costs incurred up to the date of termination, as well as the costs of non-cancelable obligations.

11.0 No Third-Party Beneficiaries

11.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any Party hereto.

12.0 Audits/Records

12.1 All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years. The City shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the City require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

13.0 Working Days

13.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State

furlough days or state holidays pursuant to RCW 1.16.050.

14.0 Counterparts

14.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

City of Wenatchee	Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Approved as to Form City of Wenatchee	Approved as to Form Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:



MEMO

Parks, Recreation and Cultural Services Department

To: Arts, Recreation and Parks Commission
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Re: Project Updates
Date: April 1, 2022

ACTION REQUESTED:
Informational.

BACKGROUND:

The following is a list of current departmental activity.

ARTS

- Native Peoples Project – Call to Artists released March 17. Sent to over 475 designers. Due May 13.
- Highway 2/Easy Street Roundabout – Ongoing.
- Concerts in the Park – Lineup complete. July 8-August 5 in Centennial Park. Fridays at 7pm.
- Movies in the Park – Lego Movie - 9/10, Encanto – 9/17.
- Pre-Math and Humpback Repair.

PARKS

- Saddle Rock Remediation – Out to bid with award on 5/26. Fall 2022 construction.
- Kenzie’s Landing – Bid opening pushed to 4/14. Award anticipated for 4/28.
- Okanogan Street Community Garden – Engineering negotiations.
- Maiden Lane Extension – Construction bidding 4/4 with opening 4/19 and award on 4/28.
- Lincoln Park – Construction starts week of April 4. Dugout project should be finished by the time the Commission meets.
- City Pool – Engineering underway. Pool drained 3/21-25. Contractor walk through 4/1. Bid - 6/1, due - 7/5. Award - 7/14.
- Lower Castle Rock Conversion–Cultural Resources, replacement property close April 15, RCO approval, grant amendment.
- Rotary Park Peace Pole and Pickleball Court Projects – Construction 7/25-10/11.
- Upper Saddle Rock Acquisition – Acquisitions underway.
- Riverfront Park – Working with PUD.
- Stevens Street sign – Repaired.
- Bighorn Ridge – Grant application authorized by City Council on 3/24. Application process through August.
- Washington Park Sidewalk Project – Scheduled for late spring.
- Hale Park Memorial Bench Pads – Scheduled for week of June 6. Bench vandalized.
- Memorial Park Trash Cans - Installed.
- Security Cameras – Fabricated and should be shipped soon. Light Pole Installation at Pennsylvania Park.
- 5th Street Median Landscaping – Set for installation week of June 20.
- Arbor Day Seedling Distribution – April 23 from 10:00-2:00pm at Pybus. \$3 per seedling.
- Kiwanis Methow and Lions Locomotive Parks - Landscaping Project underway.
- Saddle Rock Link Transit Stop Design
- WSDOT Agreement and Mitigation Bank Agreement
- Pioneer Park Bike Rack Installation

RECREATION

- Special Needs Social Program Bingo Night on March 24.
- Special Olympics Spring Sports underway – Soccer, Cycling, Swimming, Track and Field.
- The Adult Drop-in Volleyball Program is continuing on Wednesday nights.
- The Women's Volleyball League is ongoing.
- Hiking and Nature Camp – April 4-8.
- Youth Track and Field registration is underway. Program starts in May.
- Summer Recreation Guide is out.
- Summer Day Camp and Skyhawks Sports Camp registration is underway.



MEMO

Parks, Recreation and Cultural Services Department

To: Arts, Recreation and Parks Commission
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Re: Grant Update
Date: March 24, 2022

ACTION REQUESTED:
Informational.

BACKGROUND:

The following is an update of current grant related work. **New information is highlighted in ORANGE.**

RCO = State of Washington Recreation Conservation Office

YAF = Youth Athletic Facility Account

WWRP = Washington Wildlife and Recreation Program

LWCF = Land and Water Conservation Fund

Chelan Douglas Developmental Disabilities Grants

The grant provides funding support of the Special Needs Social Program. Received an \$8,000 grant to fund the Social Program for the 2021/22 program year.

Lincoln Park RCO Youth Athletic Facilities Grant

The \$263,192 grant would construct the full-size soccer/lacrosse field, new restrooms and safety fencing in Lincoln Park. **Construction underway.**

Lincoln Park Improvement RCO WWRP Local Parks Grant

The \$500,000 grant will replace the stage and play area; add a water play area, second picnic shelter, bmx pump park, trees and upgrade utilities and parking in Lincoln Park. **Construction underway.**

Lincoln Park Improvement RCO LWCF Grant

The \$500,000 grant application will replace the stage and play area; add a water play area, second picnic shelter, bmx pump park, trees and upgrade utilities and parking in Lincoln Park. **Construction underway.**

Kenzie's Landing RCO WWRP Local Parks Grant

The \$1,000,000 acquisition/development grant application acquires approximately 60 acres, construct an access road, improve fire protection and construct trailhead in the northwest foothills **Construction bidding underway March 15.**

Department of Ecology Remedial Action Grant

A second \$1,244,170 grant for the second phase of the Saddle Rock remediation project was approved. **Construction bidding underway March 29.**

City Pool RCO Youth Athletic Facilities Grant

The \$350,000 grant application to provide a portion of the funding required to replace the plaster liner and tiles in the pool following the 2022 season ranked 23rd out of 37 projects statewide. **Engineering is underway.**

State Capital Budget Request

Worked with Senator Hawkins and submitted a \$550,000 capital budget request for the pool project. **The project received full funding.**

Foothills RCO WWRP Local Parks Grant

This project will acquire approximately 650 acres in the foothills for non-motorized recreation, education and habitat purposes. **Appraisals, Property Negotiations, Cultural Resources and Environmental Reviews underway.**

Chelan County LTAC Grant

Prepared and submitted a \$183,000 grant request to assist with the funding of the Lincoln Park soccer field. The project was selected for funding at a \$100,000 level. **Construction underway.**

Chelan County Distressed County Fund Request

A \$300,000 request was prepared and submitted to the County to assist with the funding of the Lincoln Park Project. \$115,200 was approved for the project and the grant agreement was accepted by the City. **Construction underway.**

Community Development Block Grant (CDBG)

This request would provide CDBG funding to assist with funding the Lincoln Park Project. \$200,000 was budgeted for the project. **Construction underway.**

Risk Management Service Agency Loss Control Grant Request

A \$10,000 request was prepared and submitted to assist with the funding of the Lincoln Park Project. **Construction underway.**

RCO WWRP Local Parks Grant

This project will acquire approximately 134 acres in the foothills for non-motorized recreation, education and habitat purposes. Initial applications are due on May 3 with presentations in June and August.



MEMO

Parks, Recreation and Cultural Services Department

To: Arts, Recreation and Parks Commission
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Re: City Council Items
Date: March 25, 2022

ACTION REQUESTED:
Informational.

BACKGROUND:

The following is a report of parks, arts and recreation related items that the City Council has, or will be considering in the near future. The schedule is tentative and is subject to change.

January 13, 2022 City Council Meeting

- ✓ Consider appointing Kasey Koski to the Commission - **Approved**
- ✓ Award Lincoln Park construction contract - **Approved**
- ✓ Consider purchase sale agreement for Saddle Rock Access/Castle Rock conversion replacement property - **Approved**
- ✓ Consider acceptance of the State RCO Youth Athletic Facilities Grant for the Pool Liner Project - **Approved**
- ✓ Consider adoption of the Riverfront Park Master Plan and incorporating the plan into City planning documents - **Approved**

February 10, 2022 City Council Meeting

- ✓ Consider approval of change order number 1 – pump park paving for the Lincoln Park Project - **Approved.**

February 24, 2022 City Council Meeting

- ✓ Consider selection of Pool Engineering contractor - **Approved**

March 10, 2022 City Council Meeting

- ✓ Consider selection of Okanogan Street Community Garden engineering contractor - **Approved**

March 24, 2022 City Council Meeting

- ✓ Consider authorizing a State grant application for the Bighorn Ridge Project - **Approved**
- ✓ Consider amendment of GeoEngineers contract for Saddle Rock construction management - **Approved**

April 14, 2022 City Council Meeting

- ✓ Arbor Day proclamation

April 28, 2022 City Council Meeting

- ✓ Consider award of Kenzie’s Landing and Maiden Lane extension construction contracts*
- ✓ Consider approval of the Parque Padrinos facility use agreement*

- ✓ Consider award of Highway 2/Easy Street design/construction contract*
- ✓ Consider approval of an agreement with WSDOT for the cleanup of encampments*

May 26, 2022 **City Council Meeting**

- ✓ Consider award of Saddle Rock remediation construction contract*
- ✓ Consider approval of mitigation bank agreement*

July 14, 2022 **City Council Meeting**

- ✓ Consider award of City Pool construction contract*
- ✓ Parks and recreation month proclamation

October 13, 2022 **City Council Meeting**

- ✓ Consider award of Native Peoples Project design/construction contract*

* Tentative